

STATE OF NEBRASKA SERVICE CONTRACT AWARD

| | |
|---|---------------------------|
| PAGE 1 of 1 | ORDER DATE 09/19/16 |
| BUSINESS UNIT 12241000 | BUYER WALTERS, JASON E |
| VENDOR NUMBER: 1359965 | |
| VENDOR ADDRESS: US BANK 1200 ENERGY PARK DR SAINT PAUL MN 55108-5101 | |

STATE TREASURER

CONTRACT NUMBER
73832 04

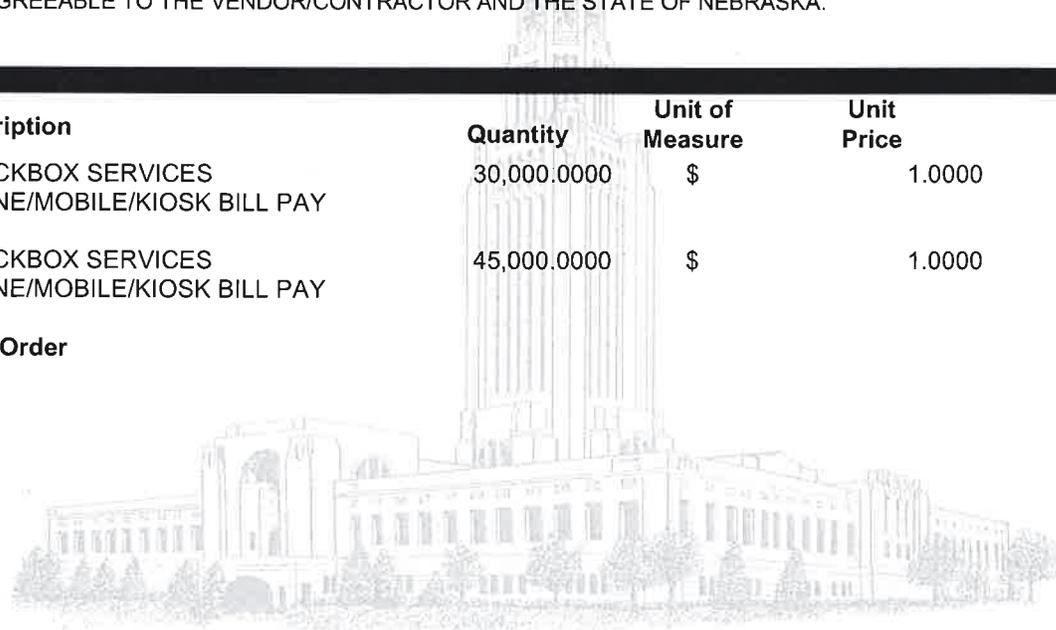
AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 01, 2016 THROUGH SEPTEMBER 30, 2021

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|--------------------|--|-------------|-----------------|------------|------------------|
| 1 | E-LOCKBOX SERVICES ONLINE/MOBILE/KIOSK BILL PAY | 30,000.0000 | \$ | 1.0000 | 30,000.00 |
| 2 | E-LOCKBOX SERVICES ONLINE/MOBILE/KIOSK BILL PAY | 45,000.0000 | \$ | 1.0000 | 45,000.00 |
| Total Order | | | | | 75,000.00 |



[Handwritten Signature]
AGENCY SIGNATURE

ADDENDUM ONE TO Contract Award
Terms and Conditions
Contract 73832 O4 Online/Mobile/Kiosk Bill Payment Concentrator Services
Between
The Nebraska State Treasurer and U.S. Bank National Association

i. TERMS AND CONDITIONS

The following Terms and Conditions, Addendum One of Contract 73832 O4 have been reviewed and agreed upon between U.S. Bank National Association "Contractor" or "U.S. Bank" and the Nebraska State Treasurer. This will become the contract for Online/Mobile/Kiosk Bill Payment Concentrator Services.

The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III of the Request for Proposal and/or with the Service Contract Award.

By signing this Contract the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

A. GENERAL

The contract resulting from this Request for Proposal shall incorporate the following documents:

- i. Amendment to Contract Award with the most recent dated amendment having the highest priority;
- ii. Contract Award and any attached Addenda;
- iii. The Request for Proposal form and the Contractor's Proposal signed in ink;
- iv. Amendments to RFP and any Questions and Answers; and
- v. The original RFP document and any Addenda. These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

The term of the Contract resulting from this Request for Proposal shall be for a period of five (5) years effective the date of such Contract, with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:

<https://treasurer.nebraska.gov/tm/> and/or

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights laws and equal opportunity employment that are applicable to it. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all local, state, and federal laws, ordinances, rules, orders, and regulations that are applicable to it.

E. OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor (s). Contractor is also responsible for ensuring Sub-Contractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any Sub-Contract until all similar insurance required of the Sub-Contractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-Contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Sub-Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as

well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

| WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | |
|--|-----------------------------------|
| Coverage A | Statutory |
| Coverage B | Statutory |
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |
| COMMERCIAL GENERAL LIABILITY | |
| General Aggregate | \$2,000,000 |
| Products/Completed Operations | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 any one person |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Fire Damage | \$50,000 any one fire |
| Medical Payments | \$5,000 any one person |
| COMMERCIAL AUTOMOBILE LIABILITY | |
| Bodily Injury/Property Damage | \$1,000,000 combined single limit |
| UMBRELLA/EXCESS LIABILITY | |
| Over Primary Insurance | \$1,000,000 per occurrence |
| SUBROGATION WAIVER | |
| "Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska." | |
| LIABILITY WAIVER | |
| "The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability." | |
| Agencies to add limits for any additional required coverage here. If medical malpractice is required recommend language as follows: | |

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the attention of Jason Walters.

Nebraska State Treasurer's Office
 State Capitol, Suite 2005
 Lincoln, NE 68509
 Fax (402) 471-4390
 Email Jason.walters@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Nebraska State Treasurer's Office, when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

- i. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
- ii. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractor's services, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without first communicating to the State in writing a notification of a subcontractor change and the State providing written

agreement which shall not be unreasonably withheld. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Sub-Contractor selected to perform work on the project.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Sub-Contractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

- i. any and all employment taxes and/or other payroll withholding;
- ii. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- iii. damages incurred by Contractor's employees within the scope of their duties under the contract;
- iv. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
- v. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

Except for assignments arising under operation of law following any merger or acquisition of Contractor, the Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law applicable to Contractor.

T. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-Contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

X. NOTIFICATION

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, by fax, or email. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

- i. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
- ii. Whenever the Contractor encounters any difficulty which is delaying or

threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

The contract may be terminated as follows:

- i. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- ii. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- iii. The State may terminate the contract immediately for the following reasons:
 - a. If directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

- g.** Contractor intentionally discloses confidential information;
- h.** Contractor has or announces it will discontinue support of the deliverable;
- i.** Second or subsequent documented "vendor performance report" form deemed acceptable by the Agency; or
- j.** Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

iv. Either party may terminate this Contract or curtail or restrict its operations hereunder at any time with thirty (30) days' notice to the other without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, National Association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on the notifying Party prohibiting any or all of the services contemplated in this Contract, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of the notifying Party or will require burdensome capital contributions or expenditures.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its material obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of a material default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor

resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PERFORMANCE BOND

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be \$2,500. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

DD. LIQUIDATED DAMAGES

1. LIQUIDATED DAMAGES

Liquidated damages may be charged by the State for each Business Day or partial Business Day the contractor has failed to perform or comply with certain requirements in the contract resulting from this RFP, other than failures caused by State or circumstances beyond the control of Contractor or its agents (natural disasters, etc.).

The damages are categorized as follows:

Critical \$ 300 per day

a. Daily payment files:

If the contractor fails to produce and/or electronically deliver/make available an acceptable daily payment file (NACHA ACH formatted payment file with CIE transactions), and accompanying bank credit, Contractor will resolve the situation within four (4) Business Hours after notification by the State so daily payment file can be received or pay liquidated damages to the affected State agency program.

Category: Critical

The total amount of liquidated damages assessed against Contractor shall not exceed \$1500 in any calendar year.

As to any liquidated damages owing hereunder, Contractor will pay liquidated damages to State by the tenth Business Day after the Contractor has been notified of the incident.

The State Treasurer, at his/her discretion, may waive a liquidated damage payment.

EE. ADMINISTRATION – CONTRACT TERMINATION

- i. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
- ii. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

II. RIGHT TO AUDIT

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. For good cause shown, the State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the

Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State (following a showing by the State of good cause for such inspection or audit). Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be explicitly included in any sub-contracts or agreements formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

JJ. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

KK. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Sub-Contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

LL. CHANGES IN SCOPE/CHANGE ORDERS

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

MM. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

NN. CONFIDENTIALITY

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

OO. PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder

of the proposal, and provide supporting documents showing why such documents should be marked proprietary. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by Law WILL BE POSTED FOR PUBLIC VIEWING. Bidders are required to waive copyrights from privilege for posting on public website.

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. STATEMENT OF NON-COLLUSION

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or

any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

RR. PRICES

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

SS. BEST AND FINAL OFFER

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

TT. ETHICS IN PUBLIC CONTRACTING

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted

through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

UU. INDEMNIFICATION

i. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-Contractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

ii. INTELLECTUAL PROPERTY

The Contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-Contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall at the Contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

iii. **PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

VV. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-101.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

WW. ANTITRUST

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

XX. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

YY. TIME IS OF THE ESSENCE

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

ZZ. RECYCLING

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81- 15,159.

AAA. DRUG POLICY

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

BBB. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services

within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

- i. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.nebraska.gov/materiel/purchasing.html.

The completed United States Attestation Form should be submitted with the Request for Proposal response.

- ii. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- iii. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all sub-contracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

B. POLITICAL SUB-DIVISIONS

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments,

bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.”

A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

C. LICENSE/SERVICE OR OTHER AGREEMENTS

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State’s Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum One as of the date execution by both parties below.

Nebraska State Treasurer

Contractor: U.S. Bank National Association

By: 

By: 

Name: Don Steadman

Name: Greer Almgvist

Title: State Treasurer

Title: Vice President

Date: 9/22/16

Date: 9-22-16

NOTIFICATION OF INTENT TO AWARD

Date: April 15, 2016
To: All Vendors
From: Jason Walters, Deputy State Treasurer
Nebraska State Treasurer's Office
Subject: RFP Number NST012516Z1

This is to notify all vendors who responded to the above-referenced Request For Proposal that the State of Nebraska intends to award the contract for Online/Mobile/Kiosk Bill Payment Concentrator Services to U.S. Bank.

Thank you for your interest in doing business with the State of Nebraska.



STATE OF NEBRASKA

Don Stenberg, State Treasurer

State Capitol, Suite 2005 | P.O. Box 94788 | Lincoln, NE 68509 | 402-471-2455 | treasurer.nebraska.gov

ADDENDUM ONE

Date: February 16, 2016

To: All Bidders

From: Jason Walters, Buyer
Nebraska State Treasurer's Office

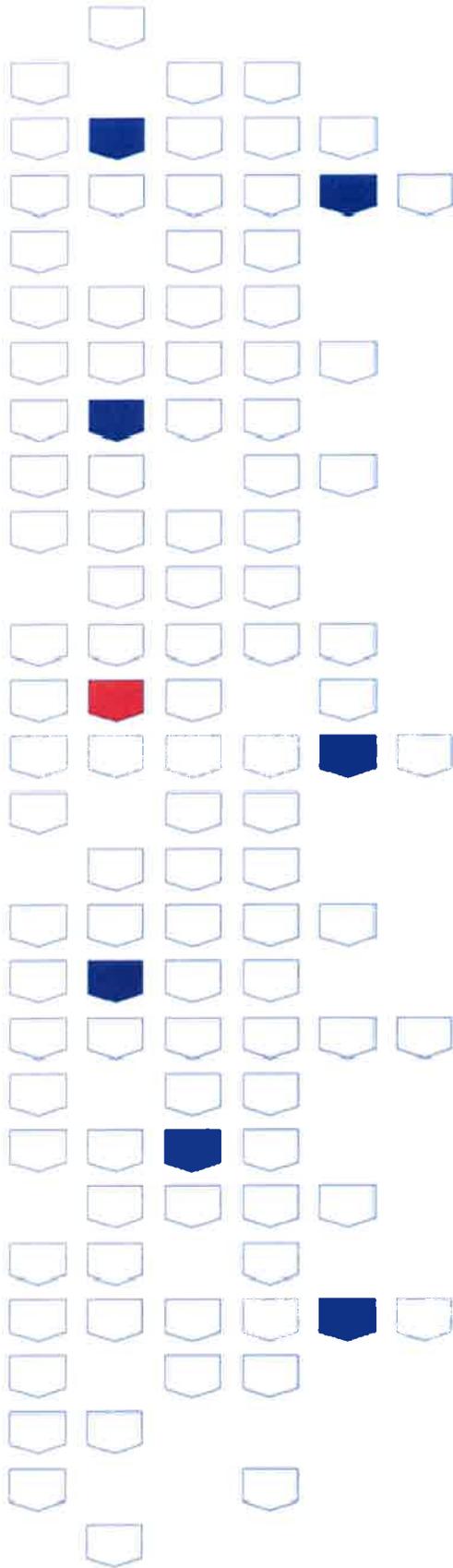
RE: Questions and Answers for Request for Proposal Number NST012516Z1
To be opened March 4, 2016 at 2:00 PM Central Time.

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal.

| Questions | Answers |
|--|---|
| 1. Please clarify what is meant by "Kiosk"? (Are you referring to hardware connected to your existing provider's website to make payments or connected to a bill pay site for payments, etc.?) Please explain. | An interactive <i>kiosk</i> is a computer terminal featuring specialized free-standing hardware and software designed within to allow individuals to make bill payments at remote locations. The NCSPC is looking for vendors who will recognize existing kiosks which are currently concentrating bill payments. |
| 2. In addition to concentrator services, is the State also seeking a payment portal to accept all forms of payment (ACH, credit card, etc.)? Is the State seeking mobile application payment capabilities? | No, not at this time. We are only seeking bill pay payments. If there are mobile applications concentrating bill payments, we seek vendors willing to work with pre-existing applications concentrating bill payments. |
| 3. What is your existing Enterprise Resource Planning (ERP) System? Do you plan to make any changes to this system during the contract period? | The Nebraska Information System is currently used. NO |
| 4. What are your expected Visa/MasterCard/Discover credit card volumes in scope in this RFP, if any? | None. This RFP is not for credit card processing. It is strictly bill pay. |
| 5. Who is the provider that you are currently working with today? | First National Bank of Omaha |

| Questions | Answers |
|---|---|
| 6. Please clarify #10. | Currently, the NCSPC is the only office using the existing contract. If other State/County/Municipalities entities seek to use the contract, notification from the contractor to the Treasurer's Office is required. |
| 7. Will you accept an online link for financial statements or do you require a hardcopy with each response? | No |
| 8. Can you provide a diagram of your existing concentrator service that highlights how data flows from your current provider back to the State and any additional processing required? | The only flow from our provider is the Customer Initiated Entry ACH file, which is received daily. We import this file, which completes our data entry other than exceptions such as unidentified payments or payments received in error. |
| 9. Are there any challenges that you are experiencing with the concentrator service that you are utilizing today? | No |
| 10. Are there any enhancements to the existing concentrator service and/or process that the State would like implement in the future? | We would like to receive payments from as many concentrators as possible. We would like these to come in electronic format. |
| 11. Will you accept an online link for agreements or do you require hardcopies? | No |
| 12. Can you provide a sample of your current billing statement? | See <u>Addendum 1</u> |
| 13. Is there a monthly or annual estimate for NOC's? | NOCs are not received for these type payments; we receive reversals. We average less than two reversals per year. |
| 14. Please provide return volume related to these payments monthly or annual. This would be the return of a payment that does not belong to this biller back to the consumer that originated the payment. | We receive fewer than 10 erroneous payments per month out of a volume approaching 1,000 per month. |
| 15. Is there need for a stop file or global stop dollar amount? | No. There is no need for any type of stop file. |
| 16. We recognize this RFP is specific to one Biller ID -- that of NCSPC. In an effort to provide (tiered) pricing applicable to expansion of this program to other State of Nebraska Biller IDs, can you please provide an estimate of the number of Biller IDs that exist across all agencies? | We are unable to provide such an estimate given only one agency has ever used this contract. |

| Questions | Answers |
|--|---|
| <p>17. The current contract identifies two different fee structures -- one applicable to a stand-alone program and the other applicable if in conjunction with lockbox services. Can you please specify which fee structure is currently being utilized under the existing contract?</p> | <p>Lockbox services are not a part of this RFP. Fee structure to a stand-alone program is applicable.</p> |
| <p>18. Will the State provide the Biller ID for NCSPC?</p> | <p>Yes. The NCSPC will provide the Biller IDs.</p> |
| <p>19. The Mandatory Requirement states, "Bidder must be a bank as defined in Neb. Rev. Stat §77-2387 (2) having a qualifying office in the State of Nebraska"</p> <p>My organization provides all the services requested in the RFP, but is not defined as a bank. Will the State accept bids from companies who are not defined as a bank?</p> | <p>No. Your organization must be legally defined as a bank.</p> |



PROPOSAL FOR CONTRACTURAL SERVICES
PRESENTED TO:

STATE OF NEBRASKA



March 4, 2016

Greer Almquist

Vice President

Government Banking Relationship Manager

Phone: 402.536.5101

Email: greer.almquist@usbank.com

Lisa Lefler

Vice President

Treasury Management

Phone: 402.434.1292

Email: lisa.lefler@usbank.com



Nebraska State Treasurer's Office
State Capitol, Suite 2005
P.O. Box 94788
Lincoln, NE 68509

Dear Proposal Committee:

On behalf of U.S. Bank, we would like to thank you for the opportunity to respond to the Request for Proposal Number NST012516Z1 for Online/Mobile/Kiosk Bill Payment Concentrator Services. As one of the nation's largest providers of Treasury Management services we are uniquely positioned to offer you the products, services and support you need to accomplish the goals that are requested in this RFP.

The State Treasurer's Office and U.S. Bank have a long standing partnership that currently involves five different contracts along with other products and services that we provide to the State. We continue to provide outstanding support with our team of product partners, relationship managers and customer service to ensure that the State has an exceptional experience with U.S. Bank. When awarded this RFP, you should feel confident to receive the same level of service as you have in the past.

Our proposal demonstrates a logical, balanced choice and combines the security of one of the nation's strongest performing banks with a dedicated relationship team, as well as the coherence of continuing and building upon the partnership between the State Treasurer's Office and U.S. Bank.

We look forward to continuing to work closely with you and your team.

Thank you,

Greer Almquist
Vice President
Relationship Manager, Government Banking



Table of Contents

- 1. State of Nebraska Request for Proposal for Contractual Services Form3**
- 2. Bidder Qualifications & Business Requirements4**
- 3. Financial Stability to Do Business with the State of Nebraska.....7**
- 4. Corporate Overview9**
 - 1. Bidder Identification and Information9
 - 2. Financial Statements..... 10
 - 3. Change of Ownership..... 10
 - 4. Office Location..... 10
 - 5. Relationships with the State..... 10
 - 6. Bidder’s Employee Relations to State..... 11
 - 7. Contract Performance 11
 - 8. Summary of Bidder’s Corporate Experience..... 11
 - 9. Summary of Bidder’s Proposed Personnel/Management Approach 12
 - 10. Subcontractors..... 13
- 5. Technical Approach / Project Description and Scope of Work.....14**
 - A. Scope of Work & Technical Requirements 14
 - B. Perform Implenemtation 18
 - C. Provide Post Implementation Support 18
 - D. Deliverables 19
- 6. Cost Proposal(under separate cover)**
- 7. Exhibits20**
 - A. Form A – Bidder Contact Sheet
 - B. Terms and Conditions
 - C. Deliverables
 - D. Key Personnel
 - E. E-Lockbox Implementation Process
 - F. Data Transmission Questionnaire
 - G. Business Continuity Plan
 - H. E-Lockbox Brochure

1. State of Nebraska Request for Proposal for Contractual Services Form

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat §73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: U.S. Bank

COMPLETE ADDRESS: 223 South 13th Street, 9th Floor, Lincoln, NE 68508

TELEPHONE NUMBER: 402-536-5101 FAX NUMBER: 402-536-5213

SIGNATURE:  DATE: March 4, 2016

TYPED NAME & TITLE OF SIGNER: Greer Almquist, Vice President

2. Bidder Qualifications

Bidder must be a bank as defined in Neb. Rev. Stat §77-2387 (2) having a qualifying office in the State of Nebraska:

Nebraska Revised Statute 77-2387

Terms, defined.

For purposes of the Public Funds Deposit Security Act, unless the context otherwise requires:

(2) Bank means any state-chartered or federally chartered bank which has a main chartered office in this state, any branch thereof in this state, or any branch in this state of a state-chartered or federally chartered bank which maintained a main chartered office in this state prior to becoming a branch of such state-chartered or federally chartered bank;

✓ U.S. Bank will meet State Statute requirements.

A. BUSINESS REQUIREMENTS

The bidder shall acknowledge agreement and ability to comply with all business requirements listed.

1. The bidder shall research Nebraska State Statutes for its legal responsibilities when doing business with the State. A list of State Statutes is provided below and others are provided in this RFP. This is not all inclusive to the legal requirements of the selected contractor.

Neb. Rev. Stat. §69-1302 Property held or owing by a banking or financial organization or business association; presumed abandoned; when.

Neb. Rev. Stat. §48-1122 Prohibition of Discrimination Neb. Rev. Stat §73-205(3) Technology Access Standards

Neb. Rev. Stat §73-506(2) Service contracts with unspecified or unlimited duration Neb. Rev. Stat §73-506(1) The State cannot pay for deliverables not received Neb. Rev. Stat §81-2401 to 81-2408 Prompt Payment Act

Nebraska State Constitution, Article XIII, §3 Prohibits indemnification and limitations of liability

Alternative Terms and Conditions that are in violation of or conflict with Nebraska State Statutes, this RFP document or the Nebraska State Constitution will be rejected by the State.

2. The bidder must be an authorized receiver of Online/Mobile/Kiosk bill payments for the purposes detailed in this RFP.

3. Annual Report

The Contractor is required to provide an annual report for the period 07/1 to 06/30 to the Nebraska State Treasurer’s Office for all programs participating in all contracts resulting from this RFP. The annual report shall include the following information for all State agencies, governmental entities, political subdivisions, cities and counties utilizing services under the contract(s) and contract addendums resulting from this RFP. Report information shall be detailed by month and program and include at a minimum the following detail.

| | Type | Frequency | Description |
|---|--------------------|-----------|---|
| 1 | Financial Activity | Annual | A summary of the total number of payments and total amounts processed under by each entity utilizing services under the contract resulting from this RFP per month. |

The report will be due by July 20th of each year. The State agrees to receive this information annually and will include the data specified in this section.

This report must be emailed:

Email: NST.sdubanking@nebraska.gov

4. The Contractor may not sell to a third party or use any information included in the payments being received on behalf of the State or any entity participating under this contract, including but not limited to names, addresses, social security numbers, ARP numbers for such purposes other than those agreed upon in writing between the State Treasurer’s Office and the selected Contractor.

- 
5. The Contractor is responsible for the security of confidential payment information. If the Contractor's/subcontractor's system containing payment information is breached, the Contractor is required to notify the State Treasurer's Office upon knowledge of any breach. The Contractor shall keep the State Treasurer's Office updated and forward all results from the completed investigation. The NCSPC will assume the responsibility to notify the non-custodial parents that used their social security number in the Mask of the home bill payment of the security breach. The NCSPC does not require bill payors to use their social security number as part of the account information, however, this does not prevent them from remitting their confidential information.
 6. The Contractor must be a bank or owned by a bank pursuant to Section §77-2387 R. R. S. (2).
 7. The Contractor is responsible for ensuring that any bank account maintained for the utilization of services under the contract(s) resulting from this RFP is FDIC insured.
 8. Collateral requirements: The selected Contractor is responsible to meet State Statute requirements for collateralization of state deposits if a bank account is maintained in conjunction with the contract resulting from this RFP. Bidders will at a minimum reference Neb. Rev. Stat. Section §77-2395, §77-2389, and §77-2398. Collateral requirements are applicable to all State agency accounts serviced under this contract.

Collateral requirements range from 102 percent to 105 percent of the bank account ledger balance. The State requires a statement of collateral be provided on a calendar month basis. The agreement for collateral arrangements must require the signature of a State designated representative before the release of collateral purchased on behalf of the State.
 9. The bidder must have at least 2 years' experience accepting Online/Mobile/Kiosk bill payment for billers. The bidder must have experience operating programs with similar technical requirements as those requested in the RFP.
 10. The Contractor shall notify the State Treasurer's Office of any additional contracts resulting from this RFP with eligible entities specified in IV. PROJECT DESCRIPTION AND SCOPE OF WORK, A. PROJECT OVERVIEW in advance of contract signing.

Said notice shall be sent to:

Email: nst.sdubanking@nebraska.gov
Fax: 402-471-4390

The email/fax notification shall include the entity name and contact instructions (including name, phone number) at a minimum.

The State reserves the right to view all contracts and pricing/cash access schedules resulting from this RFP.

- ✓ U.S. Bank will meet these requirements.

3. Financial Stability to do business with the State of Nebraska

Trust U.S. Bank with your Banking Services

Your ultimate choice in a complete banking partner will take into consideration quality, capabilities, service and price. But the best value comes from the appropriate combination of these factors. U.S. Bank provides true value through our quality products and services. We look forward to working with you.



Headquartered in Minneapolis, U. S. Bancorp is the parent company of U.S. Bank. We are the fifth largest commercial bank in the United States with total assets of \$419 billion. Our company provides a comprehensive line of banking, brokerage, insurance, investment, payment services, mortgage and trust products to consumers, businesses, government entities and institutions.

U.S. Bank was ranked as the most trusted bank for customer privacy and data security by the Ponemon Institute for the seventh consecutive year in 2013. The independent research group is dedicated to responsible information management and conducts independent research on privacy and information security issues in business and government. Our current Standard and Poor's credit rating is A+.

More than 66,000 people work for U.S. Bank; we serve over 18.5 million customers. Impressive numbers, but our focus remains on financial performance, not size. We are one of the nation's strongest financially performing banks, ranked among the top U. S. bank holding companies. Finally, we operate on a single banking system/depository platform throughout our United States footprint. This is a significant competitive advantage, enabling all of our customers to perform banking transactions at any location throughout the country without delay.

Superior Customer Service

U.S. Bank could not exist without you, our customers. That is why the foundation of our relationship-based service model is what ultimately distinguishes U.S. Bank from our competitors. That foundation is at the heart of every interaction of every member of the U.S. Bank team.

All of us create the environment to inspire the innovation, drive, teamwork, integrity and sincerity to excel with our customers. Our experienced team works to surpass expectations with superior products, solutions and service. We empower our employees to pursue ways to strengthen and build deeper relationships both inside and outside our organization. All of us recognize what gives us the truest measure of our success: our customers' success.

From the teller at a local branch to the Relationship Manager to the processor of your payments to the Customer Service Representative to the president of the company every employee of U.S. Bank remains committed to an unparalleled customer experience.

We are:

- **A Leader in Commercial, Corporate and Government Banking**—We provide comprehensive financial solutions to a broad range of customers. Commercial banking focuses on the commercial real estate, commercial vehicle dealership and energy industries. Corporate banking focuses on large multi-national companies with specialized lending needs and companies in several specialty industries. Together, we offer an array of financing and depository options, treasury management tools, investment banking capabilities, global trade and foreign exchange services and corporate trust services. We are the top depository bank for federal, state and local governments; the number one correspondent bank for community banks; and the sixth largest bank-owned equipment leasing company.
- **A Leading Provider of Treasury Management Services**—We offer a full range of domestic and international treasury management and information reporting services.

- 
- **A Leader in Electronic Payment Systems**—We are a national leader in payment systems, providing a suite of integrated payments services and financial solutions to consumers, businesses and government entities. We are the second largest fleet card issuer and largest freight payment provider; the third largest merchant acquirer; the fourth largest commercial card issuer; the fifth largest network of owned ATMs; the sixth largest debit card issuer; and seventh largest general purpose retail card issuer.
 - **A Leading Provider of Corporate Trust Services in the United States**—Our Corporate Trust Services provides a complete array of trust and escrow services designed to meet the needs of our public, corporate and structured finance clients. Our customer base ranges from small municipalities to *Fortune* 500 companies.
 - **A Leading Provider of Fixed Income Investment Services**—Our “Money Center” offers a full range of fixed income products to institutional customers on behalf of the Commercial, Corporate, Correspondent, Private Client and Retail Banking groups. The Money Center provides both quality service and a one-stop investment center designed to meet your investment goals.
 - **Committed to Our Communities**—We continue our tradition of working with community partners to make significant contributions to our communities. This included more than \$20 million in cash grants from the U.S. Bancorp Foundation in such areas as affordable housing and economic development; education; artistic and cultural enrichment; and human services and the United Way.

4. Corporate Overview

B. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

1. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

1. Corporate Name:

U.S. Bank, N.A.

2. Corporate Address

800 Nicollet Mall, Minneapolis, MN 55402

3. Entity Organization

U.S. Bancorp, Corporation

4. State of Incorporation

Delaware

5. Year in which the bidder first organized to do business

1863

6. Name and History of Organization

U.S. Bank National Association was formed from the following major banks:

(1) Star Bank, National Association (Cincinnati, Ohio) changed its name to Firststar Bank, National Association (Cincinnati, Ohio) effective February 1999;

(2) Mercantile Bank National Association (St. Louis, Missouri) merged into Firststar Bank, National Association (Cincinnati, Ohio) effective April 2000;

(3) United States National Bank of Oregon (Portland, Oregon) merged with First Bank, National Association under the title U.S. Bank National Association effective August 1997;

(4) U.S. Bank National Association merged into Firststar Bank, National Association, and the succeeding bank, changed its name to U.S. Bank National Association effective August 2001. These banks acquired through mergers and acquisitions numerous smaller banks. There are five hundred and forty-two U.S. Bank National Association predecessors

Note: The State of Nebraska's relationship with U.S. Bank started many years ago with First National Bank and Trust Company of Lincoln, which is now part of U.S. Bank, N.A.

7. FEIN Number

31-0841368



2. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

Below is a link that can be used to review U.S. Bank financial information:

https://www.usbank.com/cgi_w/cfm/about/investor/index.cfm

3. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve(12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

There is no anticipated change of ownership in the upcoming 12 months.

4. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

U.S. Bank Lincoln Tower
233 S. 13th St, 9th Floor
Lincoln, NE 68508

5. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

U.S. Bank has enjoyed an expansive and diverse relationship with the State of Nebraska over the past 15 years. Some of those services are the result of a contract while others have been provided outside of a contract. Specifically, we have provided the following contract services to the State:

- ACH Origination/E-Payment Contract 60870 (O4)
- Stored Value Card Contract 68856 (O4)
- Purchasing Card Contract 50324(O4) REN (1)
- Fleet Fueling Card Contract 44020(O4) REN (1)
- Payment (Credit and Debit) Card Processing Services Contract 66533 (O4)

6. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

To the best of our knowledge, no such relationship exists.

7. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

No such early termination of a contract has occurred.

8. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:**
 - a) the time period of the project;**
 - b) the scheduled and actual completion dates;**
 - c) the Contractor's responsibilities;**
 - d) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a fax number and email address); and**
 - e) each project description shall identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.**

- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

| | |
|---|---|
| Name of Customer | U.S. Department of the Treasury |
| Contact Name | K. Randolph Maxwell, Jr. AAP, CTP, PMP |
| Title | Director, Treasury Business Operations |
| Address | Settlement Services Division Bureau of the Fiscal Service U.S. Department of the Treasury 401 14th Street SW Washington, DC 20227 |
| Telephone Number | 202-874-5304 |
| Fax Number | N/A |
| Email Address | Randolph.Maxwell@fiscal.treasury.gov |
| Time Period of Project | E-Lockbox went into production February 2014. |
| Contract Implementation and Budget | Stayed within the agreed upon pricing schedule while meeting the deliverable dates. |
| Services Utilized | E-Lockbox |
| Narrative Description | U.S. Bank's E-Lockbox solution was crafted to support the U.S. Department of the Treasury's Bureau of the Fiscal Service and related Agencies' processing of inbound (Bill Pay) ACH transactions that settle at the Federal Reserve. The solution created unique functionality to identify Agency E-Lockbox transactions, sort them and originate the transactions to perform settlement at the Federal Reserve. This E-Lockbox solution supports unique file transmissions to the Fiscal Service Central Information Reporting platform where Agencies extract transaction detail for their internal processing. Current volumes are approaching 1,000,000 transactions per month as associated with several large Agencies including Department of Education. |

9. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.



The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

All of the U.S. Bank personnel assigned to the State of Nebraska Relationship have the background, industry knowledge, experience and track record in implementing and maintaining large, complex banking, cash management and payment systems similar to the business requirements of State of Nebraska.

Each member of the relationship team assigned to this relationship, are part of U.S. Bank's Corporate Banking line of business. Government Banking and Treasury Management are separate divisions but report to the same Vice Chairman. Government Banking is the lead business line for the State relationship. More importantly, it is the same team of personnel that currently work with the State.

Please refer to the Exhibit entitled Key Personnel for a detailed listing of the relationship team, resumes, expertise and responsibilities.

10. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address and telephone number of the subcontractor(s);**
- ii. specific tasks for each subcontractor(s);**
- iii. percentage of performance hours intended for each subcontract; and**
- iv. total percentage of subcontractor(s) performance hours.**

No subcontractors will be utilized in the implementation of this project.

5. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

- a. understanding of the project requirements;
- b. proposed development approach;
- c. technical considerations;
- d. detailed project work plan; and
- e. deliverables and due dates.

C. SCOPE OF WORK & TECHNICAL REQUIREMENTS

Bidders must acknowledge agreement and ability to comply with all Project & Technical Requirements listed. Bidders must indicate if the solution proposed in the RFP response is customized or provided by a third-party. Bidders should indicate if proposed custom solutions listed in the RFP response are currently being utilized in a live environment. Bidders must detail any third-party subcontractors performing any functions, such as systems or customer support. Bidders should provide screen prints in applicable sections of the requirements in order to assist the state during the evaluation process. Bidders are welcome to provide a CD demo or links to demos of proposed solutions included in their proposal responses.

| RFP Technical Requirements | | | | | |
|---|--|--------|------------------|------------|-------------------|
| Req # | Technical Requirements | Comply | Unable to comply | (a) Custom | (b) Subcontractor |
| 1.1 | The State requires that the Contractor meet all state, federal and banking laws and regulations and card association industry standards, rules and requirements relating to the services detailed in this RFP. | X | | | |
| Response: U.S. Bank is compliant and able to meet the requirements relating to the services requested. | | | | | |
| 1.2 | The bidder must not propose any implementation costs. | X | | | |
| Response: U.S. Bank will not charge implementation fees for the core service, which U.S. Bank has named E-Lockbox. | | | | | |
| 1.3 | The bidder is required to review the preferred account information provided by each agency which assists in properly applying the payments received. | X | | | |
| Response: U.S. Bank E-Lockbox involves setting up your organization (Biller ID) on the payment network. This involves your remittance address and account mask. <ul style="list-style-type: none"> • Consumer payments that match your E-Lockbox criteria are routed electronically through the payment network to U.S. Bank. • Pre-screened customer account information that ensures your account numbers are valid. We apply check digit routines to reduce cash application rejects. | | | | | |

Optionally, U.S. Bank E-Lockbox offers the ability to receive an Accept File from our customers. The Accept File consists of a list of account numbers that you have determined that you do want to receive payments on. It provides a filter to reject incoming payments which do not match the accept file. These rejected payments are subsequently returned to the Originator.

Optionally, exceptions could be reviewed on our web portal SinglePoint. The portal allows corrections, returns and the ability to route a notification of change (NOC) electronically back to the originator. Meaning, the next time a payment is made from the consumer it should include the correct account number. NOC's for on-line bill payments can also be made through our dedicated customer support team for Elockbox via an email or phone call. Working together, we can reduce the number of payments that drop to a paper check.

| | | | | | |
|-----|---|---|--|--|--|
| 1.4 | The bidder is required to make available a NACHA ACH formatted payment file with CIE transactions as early as possible each Business Day. What is the earliest time this file can be made available (Central Standard Time). | X | | | |
|-----|---|---|--|--|--|

Response:

U.S. Bank E-Lockbox can deliver standard formatted files in ACH-CIE and ANSIX12 820; customer formatting is also available.

U.S. Bank provides a remittance file each day (by 10:30 a.m. CT) that you can use for posting.

Optionally, the same information can be made available in SinglePoint allowing the State to have access to on-line bill payment information in a variety of ways: transmitted CIE, excel, research and correction portal. Pricing for this option is available upon request.

| | | | | | |
|-----|--|---|--|--|--|
| 1.5 | Payment funding must be deposited either by credit to an existing State Treasurer Bank account at the Bank or sent by wire or ACH to NCSPC daily by 8 a.m. Central Time. (The State is not requiring a bank account be opened in conjunction with the services in the RFP. If the bidder elects to include that in the offered services, the bidder must include all costs associated with those services in Exhibit 3 (the Cost Proposal). | X | | | |
|-----|--|---|--|--|--|

Response:

U.S. Bank receives payment transaction information from the payment network that includes credits and reversals (debits), where applicable. Credits are made to your U.S. Bank account on the same day it is received by the bank.

| | | | | | |
|-----|--|---|--|--|--|
| 1.6 | The bidder shall detail how many payment files will be produced for each business day, for the day following a weekend and the business day following a holiday. The NCSPC chooses to receive one file for each business day. | X | | | |
|-----|--|---|--|--|--|

Response:

U.S. Bank delivers one remittance file to you Monday through Friday each business-banking day (a bank holiday schedule is provided to you at the time of your service implementation). This remittance file is usually delivered sometime in the morning. If desired, you can also receive an additional remittance file in the later afternoon or evening to expedite posting consumer payments to your accounts receivable system.

| | | | | | | |
|---|---|---|--|--|--|--|
| 1.7 | The bidder shall detail its ability to provide a payment file on days that no Online/Mobile/Kiosk Bill Payment transactions are received by the Bank (either from its Internal Bill payment service or MasterCard RPPS) on behalf of the NCSPC. | X | | | | |
| <p>Response:</p> <p>On days that no payments are received, U.S. Bank will provide null file.</p> | | | | | | |
| 1.8 | The NCSPC wishes not to accept zero dollar amount payments in conjunction with the services listed in the RFP. | X | | | | |
| <p>Response:</p> <p>U.S. Bank is able to comply with this request.</p> | | | | | | |
| 1.9 | The NCSPC would prefer to retrieve the payment files via a secure website operated by the bidder. Bidders proposing an internet based solution for payment file(s) retrieval shall detail security features relating to the solution/site. | X | | | | |
| <p>Response:</p> <p>U.S. Bank secures FTP transmission of ACH files using 128-bit Secure Sockets Layer (SSL) encryption combined with security components in the modern FTP standard. Together, the security method is referred to as "Secure FTP." Secure FTP offers a variety of self-service FTP options, including HTTPS, Secure FTP, SSH FTP and VPNs, all of which use channel level encryption. U.S. Bank also supports PGP file-level encryption.</p> | | | | | | |
| 1.10 | Bidders must describe current software/hardware requirements to be able to access internet/online solutions and any PC based applications offered in the RFP response and specify the required Windows version. | X | | | | |
| <p>Response:</p> <p>U.S. Bank provides additional reporting via our wholly owned web platform SinglePoint. SinglePoint is browser-based and doesn't require client-side software or any special middleware to operate at the customer site. In general, SinglePoint is tested and certified for Windows operating systems 7 (minimum requirement) and 8 (optimal).</p> | | | | | | |
| 1.11 | The NCSPC requires the Contractor to send at least, a monthly analysis statement/invoice to NCSPC for the fees relating to the services detailed in the RFP. | X | | | | |
| <p>Response:</p> <p>Monthly fees can be provided monthly via an analysis statement.</p> | | | | | | |
| 1.12 | The bidder shall detail how it prevents duplicate payment files from being transmitted or put for release to clients. | X | | | | |
| <p>Response:</p> <p>If the total incoming file (containing all payments for all billers) from RPPS or Fiserv, is a duplicate, U.S. Bank has filters in place that would catch this and not let the whole file reprocess.</p> | | | | | | |

| | | | | | | |
|--|--|---|--|--|--|--|
| 1.13 | The bidder shall make available a customer services or account representative that can resolve questions regarding files or payments made to the NCSPC in a timely basis (same business day). | X | | | | |
| <p>Response:</p> <p>U.S. Bank provides a dedicated E-Lockbox Support team. This provides our customers with a single point of contact at a trusted source (their bank), simplifies the collection of electronically originated consumer bill payments, and saves our customers time and expense.</p> | | | | | | |
| 1.14 | Bidders must acknowledge their willingness to participate in State Treasurer sponsored education and banking expo sessions for State agencies or entities eligible to participate under state contracts. This could include attending multiple sessions to make State agencies aware of different services available through State banking business partners. | X | | | | |
| <p>Response:</p> <p>U.S. Bank would appreciate the opportunity to attend State Treasurer sponsored expo sessions.</p> | | | | | | |
| 1.15 | The selected Contractor will work with the State to market the Online/Mobile/Kiosk Bill Payment options to payees. An example would be a small flyer that could be inserted into NCSPC billing statements. | X | | | | |
| <p>Response:</p> <p>U.S. Bank is supportive of helping the State with their marketing efforts for E-Lockbox.</p> | | | | | | |
| 1.16 | The selected Contractor will work with the State to recognize additional concentrators whereby the NCSPC can participate as Bill Originator. | X | | | | |
| <p>Response:</p> <p>U.S. Bank receives payments through our participation in the payment network where consumer initiated payments originate from over 200+ bill consolidators and payment originators; we have approximately 100% coverage of all consumer banks in the United States.</p> <p>Additionally, U.S. Bank has the ability to engage additional walk-up outlets via our E-payment Service.</p> <p>Our walk-in cash payment option provides your customers with more than 12,000 retail locations nationwide to make a cash payment. Cash payments are integrated with our E-Payment Service, currently being implemented by Child Support, thus you receive the added benefit of consolidated remittance and customer account number validation.</p> | | | | | | |
| 1.17 | The selected Contractor will work with the State to recognize future technological advances which may also offer additional concentrators to become aware of the NCSPC as a Bill Originator. | X | | | | |
| <p>Response:</p> <p>U.S. Bank would partner with the State to review new trends and offerings related to NCSPC.</p> | | | | | | |



A. PERFORM IMPLEMENTATION

Bidders must provide a description of the implementation process, including a detailed test plan and implementation schedule. The State currently only has one agency that will be a part of the implementation process and will supply agency resources. There are additional State agencies which may be implemented in the future and would supply their resources that would be a part of the implementation process at that time. Please state the average lead time needed for implementation of a government contract. Describe the critical factors that may impact the lead time. The State expects the contract resulting from this RFP to be completed in 30 calendar days. If a contract cannot be completed due to unresponsive terms, the State may elect to award to the next qualified bidder. Describe the resources the bidder will make available to complete contracts in a timely basis in order that contract implementation will begin and be completed within 30 days after RFP award.

Describe the resources that the bidder will provide during implementation, including training (in person, over the phone, user manuals, or web based), technical support, or on-site visits/State agency implementation meetings. State what staff the bidder will assign as the implementation team or manager. Describe the training materials to be provided.

A description of the implementation process, including testing requirements, is attached in the Exhibits section.

U.S. Bank is prepared to execute a contract resulting from this RFP within 30 calendar days. The implementation time frame averages between 30 and 45 days. The most critical factor to impact this time frame is set up of the transmission protocol -- during which U.S. Bank's transmission team will work with a designated State implementation contact to establish and test the transmission protocol between U.S. Bank and the State of Nebraska. Available transmission protocols are identified on U.S. Bank's Data Transmission Questionnaire located in the Exhibits section.

A single, dedicated Implementation Project Manager (IPM) will coordinate and lead the implementation. E-Lockbox implementations typically involve a kick-off call, followed by weekly phone meetings to benchmark progress. User guides and phone training are provided prior to a go-live date.

B. PROVIDE POST IMPLEMENTATION SUPPORT

- 1. Indicate if your organization provides a newsletter or email covering industry issues, rules and regulations updates and how often that is distributed/published.**

The TM Forum is a U.S. Bank newsletter that is emailed to consenting clients. It is also available via usbank.com under Treasury Management. The newsletter covers industry topics that are relevant and timely, including rule and regulation changes. The TM Forum is distributed quarterly.

- 2. Describe any on-going training or technical support that will be made available as upgrades or bidder-system changes occur.**

U.S. Bank has a dedicated customer service team specific to providing exceptional E-Lockbox training and/or technical support. The E-Lockbox Support Group can be contacted directly at (800) 421-8828 or elockbox@usbank.com. E-Lockbox Support Group is available Monday-Friday 8:00 a.m. to 4:30 p.m. CT.



C. DELIVERABLES

- 3. Bidder shall provide a copy of all banking agreements required to initiate all banking services listed in this RFP. Bidder agreements shall be edited to include only the services requested in this RFP and not contain language conflicting with the RFP, State law and Section III. Terms and Conditions of the RFP. This information can be included as a separate tab/section labeled "Deliverables". The bidder understands that alternative terms and conditions may be rejected by the State at its sole discretion. Rejection or non-compliance with the RFP terms and conditions and/or state law may be cause for rejection of the bidder's alternative terms and conditions and/or of a bidder's proposal.**

Please see the Exhibits section for copies of our banking agreements.



Exhibits

- A. Form A – Bidder Contact Sheet
- B. Terms and Conditions
- C. Deliverables
- D. Key Personnel
- E. E-Lockbox Implementation Process
- F. Data Transmission Questionnaire
- G. Business Continuity Plan
- H. E-Lockbox Brochure

Form A

Bidder Contact Sheet

Request for Proposal Number NST012516Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

| Preparation of Response Contact Information | |
|---|---|
| Bidder Name: | U.S. Bank |
| Bidder Address: | 223 South 13 th Street, 9 th Floor, Lincoln, NE 68508 |
| Contact Person & Title: | Greer Almquist |
| Email Address: | greer.almquist@usbank.com |
| Telephone Number (Office): | 402.536.5101 |
| Telephone Number (Cellular): | 913.484.6908 |
| Fax Number: | 402.536.5213 |

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

| Communication with the State Contact Information | |
|--|---|
| Bidder Name: | U.S. Bank |
| Bidder Address: | 223 South 13 th Street, 9 th Floor, Lincoln, NE 68508 |
| Contact Person & Title: | Greer Almquist |
| Email Address: | greer.almquist@usbank.com |
| Telephone Number (Office): | 402.536.5101 |
| Telephone Number (Cellular): | 913.484.6908 |
| Fax Number: | 402.536.5213 |

Exhibit B

TERMS AND CONDITIONS

By signing the “Request for Proposal for Contractual Services” form, the Bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder’s inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder’s proposal. Bidders must include completed Section III with their proposal response.

A. GENERAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The contract resulting from this Request for Proposal shall incorporate the following documents:

- i. Amendment to Contract Award with the most recent dated amendment having the highest priority;
- ii. Contract Award and any attached Addenda;
- iii. The Request for Proposal form and the Contractor’s Proposal signed in ink;
- iv. Amendments to RFP and any Questions and Answers; and
- v. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor’s Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at: <https://treasurer.nebraska.gov/tm/> and/or <http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | WGA | See below. |

The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights laws and equal opportunity employment that are applicable to it. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | WGA | See below. |

The Contractor shall procure and pay for all permits, licenses, and approvals that are applicable to it necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations that are applicable to it.

E. OWNERSHIP OF INFORMATION AND DATA

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor (s). Contractor is also responsible for ensuring Sub-Contractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any Sub-Contract until all similar insurance required of the Sub-Contractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub- Contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Sub-Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

| | |
|---|-----------------------------------|
| WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | |
| Coverage A | Statutory |
| Coverage B | Statutory |
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |
| COMMERCIAL GENERAL LIABILITY | |
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 any one person |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Fire Damage | \$50,000 any one fire |
| Medical Payments | \$5,000 any one person |
| COMMERCIAL AUTOMOBILE LIABILITY | |
| Bodily Injury/Property Damage | \$1,000,000 combined single limit |
| UMBRELLA/EXCESS LIABILITY | |
| Over Primary Insurance | \$1,000,000 per occurrence |
| SUBROGRATION WAIVER | |
| "Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska." | |
| LIABILITY WAIVER | |
| "The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability." | |
| Agencies to add limits for any additional required coverage here. If medical malpractice is required recommend language as follows: | |

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the attention of Jason Walters.

Nebraska State Treasurer's
Office State Capitol, Suite
2005
Lincoln, NE
68509
Fax (402) 471-
4390
Email Jason.walters@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Nebraska State Treasurer's Office, when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

- i. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
- ii. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the

services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Sub-Contractor's services, the Sub-Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Sub-Contractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | WGA | See below. |

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Sub-Contractor selected to perform work on the project.

~~Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.~~

~~The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Sub-Contractor employee.~~

In respect to its employees, the Contractor agrees to be responsible for the following:

- i. any and all employment taxes and/or other payroll withholding;
- ii. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
- iii. damages incurred by Contractor's employees within the scope of their duties under the contract;
- iv. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
- v. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | WGA | See below. |

Except for assignments arising under operation of law following any merger or acquisition of Contractor, The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | WGA | See below. |

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law applicable to Contractor.

T. ATTORNEY'S FEES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | WGA | | See below. |

~~In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.~~

U. ADVERTISING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-Contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements

with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

X. NOTIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, by fax, or email. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

- i. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
- ii. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | WGA | See below. |

The contract may be terminated as follows:

- i. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- ii. By either party, The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the other party Contractor. Any such termination by the State shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination by the State, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- iii. The State may terminate the contract immediately for the following reasons:
 - 1. If directed to do so by statute;
 - 2. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - 3. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - 4. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - 5. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - 6. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - 7. Contractor intentionally discloses confidential information;
 - 8. Contractor has or announces it will discontinue support of the deliverable;
 - 9. Second or subsequent documented "vendor performance report" form deemed acceptable by the Agency; or
 - 10. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor

written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | WGA | See below. |

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its material obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of a material default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PERFORMANCE BOND & LIQUIDATED DAMAGES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | WGA | See below. |

1. PERFORMANCE BOND

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be \$2,500. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

~~2. LIQUIDATED DAMAGES~~

~~Liquidated damages may be charged by the State for each Business Day or partial Business Day the contractor has failed to perform or comply with certain requirements in the contract resulting from this RFP, other than failures caused by State or circumstances beyond the control of contractor or its agents (natural disasters, etc.).~~

~~The damages are categorized as follows:~~

~~Critical — \$ 1,000 per day~~

~~a. Unresolved requirements:~~

~~All critical category requirements will double in liquidated damages payment if not resolved within 24 Business Hours after notification to the contractor.~~

~~b. Daily payment files:~~

~~If the contractor fails to produce and/or electronically deliver/make available an acceptable daily payment file (NACHA ACH formatted payment file with CIE transactions), and accompanying bank credit, contractor will resolve the situation within four (4) Business Hours after notification by the State so daily payment file can be received or pay liquidated damages to the affected State agency program.~~

~~Category: Critical~~

~~As to any liquidated damages owing hereunder, contractor will pay liquidated damages to State by the tenth Business Day after the contractor has been notified of the incident.~~

~~The State Treasurer, at his/her discretion, may waive a liquidated damage payment.~~

DD. ADMINISTRATION – CONTRACT TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | WGA | See below. |

- Contractor must provide confirmation that upon contract termination all deliverables prepareds in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.

2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

EE. PROHIBITION AGAINST ADVANCE PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

FF. PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81- 2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

GG. INVOICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

HH. RIGHT TO AUDIT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | WGA | See below. |

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. For good cause shown, the State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State (following a showing by the State of good cause for such inspection or audit). Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be explicitly included in any sub-contracts or agreements formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

II. TAXES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

JJ. INSPECTION AND APPROVAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Sub-Contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

KK. CHANGES IN SCOPE/CHANGE ORDERS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

LL. SEVERABILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

MM. CONFIDENTIALITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

NN. PROPRIETARY INFORMATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record

statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by Law **WILL BE POSTED FOR PUBLIC VIEWING.** Bidders are required to waive copyrights from privilege for posting on public website.

00. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

PP. STATEMENT OF NON-COLLUSION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

QQ. PRICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. BEST AND FINAL OFFER

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

SS. ETHICS IN PUBLIC CONTRACTING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

TT. INDEMNIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-Contractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-Contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall at the Contractor’s sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor’s performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

VV. ANTITRUST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative RFP (Initial) | Provide within Response | NOTES/COMMENTS: |
|------------------|------------------|--|-------------------------|-----------------|
| WGA | | | | |

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

WW. DISASTER RECOVERY/BACK UP PLAN

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative RFP (Initial) | Provide within Response | NOTES/COMMENTS: |
|------------------|------------------|--|-------------------------|--|
| WGA | | | | Please see U.S. Bancorp's Business Continuity Program in the Exhibits section. |

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

XX. TIME IS OF THE ESSENCE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative RFP (Initial) | Provide within Response | NOTES/COMMENTS: |
|------------------|------------------|--|-------------------------|-----------------|
| WGA | | | | |

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

YY. RECYCLING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative RFP (Initial) | Provide within Response | NOTES/COMMENTS: |
|------------------|------------------|--|-------------------------|-----------------|
| WGA | | | | |

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81- 15,159.

ZZ. DRUG POLICY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

AAA. EMPLOYEE WORK ELIGIBILITY STATUS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all sub-contracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

CCC. POLITICAL SUB-DIVISIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations."

A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

DDD. LICENSE/SERVICE OR OTHER AGREEMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| WGA | | | |

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may

result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|----------------|---|-----------------------------|
| PRODUCER Hays Companies 80 South 8th Street Suite 700 Minneapolis, MN 55402 | 1-612-333-3323 | CONTACT NAME: Dawn DeBuhr PHONE (A/C, No, Ext): 612-333-3323 x 2284 E-MAIL ADDRESS: ddebuhr@hayscompanies.com | FAX (A/C, No): 612-373-7270 |
| INSURED U.S. Bancorp and its Subsidiaries 200 South 6th Street EP-MN-L20I Minneapolis, MN 55402 | | INSURER(S) AFFORDING COVERAGE INSURER A: OLD REPUBLIC INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: | NAIC # 24147 |

COVERAGES

CERTIFICATE NUMBER: 46138649

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|---|---------------|-------------------------|-------------------------|---|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | | MWZY304842 | 08/01/15 | 08/01/16 | EACH OCCURRENCE | \$ 5,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ N/A |
| | | | | | | | PERSONAL & ADV INJURY | \$ 5,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 5,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | MWTB304840 | 08/01/15 | 08/01/16 | COMBINED SINGLE LIMIT (Ea accident) | \$ 5,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A | MWC30483900 | 08/01/15 | 08/01/16 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | \$ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP.

The State and others required by the contract documents are additional insured on a primary and non-contributory basis as respects general liability policy. Waiver of subrogation applies in favor of the additional insureds as respects Workers' Compensation as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**RFP
State of Nebraska
State Treasurer's Office
State Capitol Building, Suite 2005
Lincoln, NE 68509
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01)
ddebuhr
46138649

The ACORD name and logo are registered marks of ACORD



U.S. Bank Services

Terms and Conditions

Thank you for choosing U.S. Bank Services. This document provides product information, disclosures and descriptions of the Global Treasury Management, Foreign Exchange, Money Center and Safekeeping Services ("Services") available at U.S. Bank. Other documents may become part of our Agreement depending on the Services selected. Please read all documents carefully; they will govern the Services provided to you, the Customer.

Customer shall not be bound by the terms and conditions for specific Services to the extent Customer is not using such Service(s).

U.S. Bank National Association
Member FDIC

TABLE OF CONTENTS

| | Page |
|---|-------------|
| I. Introduction | 1 |
| II. Terms Applicable to All Global Treasury Management, Foreign Exchange and Money Center and Safekeeping Services | 2 |
| III. Terms Applicable to All Internet-Based Services | 6 |
| IV. Terms Applicable to Specific Global Treasury Management Services | 7 |
| A. E-Payment Service | 7 |
| B. Information Reporting and Transaction Services | 8 |
| C. Electronic Deposit Services | 9 |
| D. ACH Services | 12 |
| E. Wire Transfer Services | 16 |
| F. Data Translation Services | 18 |
| G. Courier Services | 19 |
| H. Cash Vault Services | 20 |
| I. U.S. Bank Easytax SM Services | 21 |
| J. Paper-Based Disbursement Services | 22 |
| K. Positive Pay Services | 24 |
| L. Lockbox Services | 25 |
| M. E-Disbursement Services | 27 |
| N. Commercial Sweep Accounts – Loan Option | 28 |
| O. Commercial Sweep Accounts – Investment Option | 29 |
| P. Master Repurchase Agreement (MRA) | 31 |
| Q. Singlepoint [®] International Request for Transfer Services | 35 |
| R. Focal Point Plus Services | 36 |
| S. Healthcare Payment Consolidator Services | 37 |
| V. Terms Applicable to Specific Foreign Exchange Services | 38 |
| A. Foreign Exchange Web | 38 |
| B. Foreign Currency Accounts | 40 |
| VI. Terms Applicable to Specific Money Center and Safekeeping Services | 41 |
| A. Investment and Depository Services | 41 |
| B. Safekeeping Terms and Conditions | 43 |
| C. Terms And Conditions for Electronic Delivery | 45 |

I. INTRODUCTION

1. Definitions.

a. "Agent" means any director, officer, employee, representative, affiliate, third-party vendor or any other person acting on behalf of the Customer with the actual, implied or apparent authority of Customer. Bank may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.

b. "Bank" means U.S. Bank National Association and each subsidiary or affiliate of U.S. Bank that provides Services to Customer.

c. "Business Day" means any day on which a majority of Bank's offices are open to the public for substantially all banking functions. Saturdays, Sundays, federal or state holidays or any day recognized by a Federal Reserve Bank as a holiday shall not be considered a Business Day, even if Bank's offices are in fact open.

d. "Customer" means the business entity and any parent company, subsidiary or affiliate for whom Bank provides a Service.

2. Other Agreements, Laws and Regulations. These terms and conditions and the Master Services Agreement (or existing Treasury Management Service Agreement or equivalent document executed by Customer) are collectively referred to herein as the "Agreement". The Services are provided to Customer subject to the following other agreements, laws and regulations, which are hereby incorporated into and made part of this Agreement:

a. the set-up materials, user guides, and any supplement thereto required by Bank to implement a specific Service (referred to in the Agreement as the "Implementation Documents");

b. the most current fee and availability schedule and other fee disclosures provided to Customer, including account statements;

c. the provisions of the then current deposit account agreement and accompanying disclosures and fee schedules, which govern standard deposit accounts and other depository services;

d. the Uniform Commercial Code, as enacted in the State of Minnesota;

e. any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (the "NACHA Rules") and the rules promulgated by the Electronic Check Clearing House Organization (the "ECCHO Rules"); and

f. federal, state and local laws and regulations applicable to Bank or Customer, including, without limitation, Regulation CC promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Section 229.1, et seq. ("Regulation CC"), all Operating Circulars promulgated by the Board of Governors of the Federal Reserve System, and the regulations overseen by the Office of Foreign Assets Control ("OFAC").

3. Change of Terms/Amendments to Agreement. Bank may change the terms of this Agreement at any time upon reasonable written or electronic notice to Customer or by any other method permitted by law. Any and all amendments to this Agreement must be in writing and executed by Bank. In the event performance of the Services in accordance with the terms of this Agreement would result in violation of any present or future statute, regulation or government policy to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

4. No Third Party Beneficiaries/Third Party Claims. Services provided by Bank are for the sole and exclusive benefit of Customer, and no other persons or organizations shall have any of the rights and remedies arising under this Agreement. Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims,

demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from any Service delivered to Customer pursuant to this Agreement.

5. Transferable Record. The Agreement and the Implementation Documents are each a "transferable record" as defined under applicable law relating to electronic transactions. Bank may create a microfilm, optical disk, or other electronic image of the Agreement or Implementation Document that is an authoritative copy as defined under such law. Bank may store the authoritative copy of such Agreement and Implementation Document and then destroy the paper original as part of Bank's normal business practices. Bank may control and transfer such authoritative copy as permitted by such law.

6. Foreign Account Tax Compliance Act. If a payment made by either party under this Agreement is or could become subject to the U.S. Federal withholding tax imposed by Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended ("FATCA"), then (i) each party shall provide to the other party such information, and shall disclose to the applicable governmental authorities such information, as may be required in order for such party to comply with all applicable requirements of FATCA and to determine that the other party has complied with FATCA, and (ii) a party that fails to comply with FATCA shall indemnify the other party for all costs, damages, and liabilities arising out of such party's failure to comply with FATCA.

7. Disclaimer of Warranties. NOTICE: BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO CUSTOMER OR TO ANY OTHER PARTY, WITH RESPECT TO THE SERVICES PROVIDED BY BANK OR ITS AGENTS OR WITH RESPECT TO SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE TO THE CUSTOMER FOR ITS USE BY BANK IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE.

II. TERMS APPLICABLE TO ALL GLOBAL TREASURY MANAGEMENT, FOREIGN EXCHANGE AND MONEY CENTER AND SAFEKEEPING SERVICES

1. Services. Bank may provide Services that are not specifically included in the Services section of this Agreement. By accepting and using any Service, Customer agrees that the Service will be governed by this Agreement and any other conditions communicated to Customer by Bank. Certain Services included in this Agreement may not be available or may not be provided in certain market areas.

2. Proprietary Information. Customer acknowledges that this Agreement, all related documentation and computer programs and systems used in providing Services, and all information related thereto constitute proprietary property of Bank that is of great commercial value. Customer agrees that it shall not acquire any proprietary interest or rights therein as a result of its use of the Services and shall keep all such proprietary information strictly confidential.

3. Representations and Warranties. Customer and Bank each represent and warrant to the other, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained.

4. Financial Review. Bank's willingness to provide Services to Customer is dependent on the Customer's financial condition. Customer's financial condition is subject to review by Bank from time to time, and such reviews must be satisfactory to Bank in its sole discretion and opinion. Customer shall, upon request, provide to Bank any such information as Bank may require to perform any such review. Customer's failure to meet such standards or provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Bank to cease providing Services upon written notice to Customer.

5. Fees. Unless otherwise agreed by Bank in writing, Customer shall pay Bank the fees, charges and assessments set forth for the Services provided in the most current fee schedules and other fee disclosures provided to Customer (including account statements), plus additional fees and expenses for extraordinary Services. The price schedule for each Service shall be deemed accepted by Customer upon provision of the Service to Customer. In addition, Customer shall pay Bank the amount of any taxes levied or leased on fees charged pursuant to this Agreement, including, without limitation, federal, state, or local privilege excise or sales taxes based on gross revenue, any taxes or amount in lieu thereof paid or payable by Bank, excluding Bank's income taxes and any assessments charged to Bank directly as a result of providing the Services. Bank may change the amount or type of service charges from time to time. Fees for Services used by Customer may be charged in full to Customer's account(s) or may be offset through account analysis by applying earnings credit to Customer's service charges to determine a single monthly net service charge. The applicable earnings credit rate is established by the Bank and will change from time to time without advance notice to Customer. Customer's net service charge could be zero if such earnings credit exceeds total charges in a given month. If Customer's earnings credit is insufficient to offset the amount due hereunder, Customer agrees to pay such amount to Bank upon demand. Customer authorizes Bank to debit Customer's account(s) with Bank for any and all fees, expenses or other charges owed by Customer to Bank under this Agreement.

6. Deposit Accounts. Most Services require that Customer maintain one or more deposit accounts with Bank. All checks, wire transfers, ACH payments and other items deposited into such accounts are provisionally credited and taken subject to later verification by Bank and Bank's receipt of final settlement. Deposited items that are deposited and later returned unpaid will be charged against the account without

prior notice. Customer agrees to pay Bank for any overdraft or overpayment in any of Customer's accounts. Bank will first attempt to recover such amounts from the account associated with the debt. If the available balance of such account is insufficient to compensate Bank, Customer authorizes Bank to charge any account Customer maintains with Bank for any amount remaining due under this section.

7. Security Interest. Customer grants to Bank a consensual possessory security interest in Customer's deposit accounts maintained with Bank and the funds held therein to secure payment of all of Customer's obligations under this Agreement.

8. Accuracy and Timeliness of Information. Bank will use reasonable efforts to provide the information requested through the Services in a prompt fashion, but shall not be liable for temporary failure to provide timely information. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to Bank's systems prior to being made available pursuant to the Services.

9. Authorized Signers and Users. Customer shall appoint certain Authorized Signer(s) in the U.S. Bank Master Services Agreement or in such other format or document as may be agreed by Bank. Customer agrees that Authorized Signers shall be authorized to act on behalf of Customer in all actions taken under this Agreement and may enter into all transactions contemplated in this Agreement, including, without limitation, selecting Services for the benefit of Customer, appointing Agents to act on behalf of Customer in the delivery of Services, signing additional documentation that may be necessary to implement Services and giving Customer's instructions with regard to any Service, including, without limitation, wire transfers, ACH transfers and other electronic or paper transfers from or to any account Customer maintains with Bank. The Authorized Signer(s) designated in the U.S. Bank Master Services Agreement or equivalent document shall appoint Agents to use the Services provided for the benefit of Customer ("Authorized Users"). Authorized Users may act on behalf of Customer for a particular Service in accordance with the relevant Implementation Documents or other document(s) establishing the Authorized Users' responsibilities or in accordance with the authority granted by Customer. Customer may revoke the authority of or change the Authorized Signers or Authorized Users at any time upon prior written notice or electronic notice (if permitted by Bank) and execution of additional documentation required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice or electronic notice (if permitted by Bank) and has had a reasonable opportunity to act thereon. In any event, Bank may act on instructions that it believes in good faith were provided by an Authorized Signer or Authorized User, or anyone purporting to be an Authorized Signer or Authorized User.

10. Check Samples. Forms Approval and Service Implementation. Bank reserves the right to approve the form of Customer's checks, drafts, deposit slips and similar documentation. Prior to initiating a new account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, completing Implementation Documents, signature cards, corporate resolutions and other documents and assessing test tapes and transmissions. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

11. Security Procedures.

a. Introduction. Bank and Customer shall agree to one or more security procedures that must be used in connection with certain Service(s). Customer acknowledges and agrees that it has been informed of and understands Bank's security procedures and that such security procedures are commercially reasonable. Customer agrees to be bound by any payment order, transaction or service change order that is acted upon by Bank in accordance with such security procedure. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of information controlled

by Customer. If Customer selects certain security procedures to use in connection with a Service and those security procedures provide less protection against unauthorized transactions or activity than other security procedures offered by Bank in connection with such Service, the security procedures selected by Customer shall be deemed commercially reasonable to the same extent as the security procedures offered by Bank that provide greater protection. Bank reserves the right to issue new security procedures and/or to cancel or change any security procedures by giving verbal or written notice to Customer. Bank also reserves the right to periodically audit Customer's security procedures and information technology processes, and to mandate controls or suspend Services until Customer complies with such security procedures.

b. Access. Customer shall be solely responsible for designating individuals authorized to access Services. Access to Services will be controlled through the use of user IDs, personal identification numbers, passwords, digital certificates/signatures, private keys or other security devices ("Codes"). Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company or individual given access to use one or more of the Services. Codes that are assigned to individual Authorized Users shall not be shared with any other person, including other Authorized Users and Customer shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service. Customer assumes all risk of accidental disclosure or inadvertent use of any Codes by any party, whether such disclosure or use is on account of Customer's negligent or deliberate acts or otherwise. If Customer or its Agents has reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Customer) or if Customer believes its network or computer systems have been compromised or its computers infected, Customer shall immediately notify Bank by telephone and confirm such verbal notification in writing to Bank within 24 hours. Bank will replace the security procedures and/or Codes in accordance with Bank's procedures. Customer shall be solely responsible for funds transfer instructions and other communications or transactions initiated before Bank received Customer's notice and had a reasonable time to act on such notice. Customer agrees to defend and indemnify Bank against any claims, losses, damages, costs, expenses, fines and other liabilities arising out of Customer's failure to maintain the security and confidentiality of the Codes or arising out of the unlawful use of any website or portal by Customer or any person who obtains access to a website or portal using the Codes.

c. Confidentiality. Customer and Bank represent, warrant and mutually agree that all confidential information concerning the other party or parties that comes into its possession in connection with any of the Services will be maintained in strictest confidence and shall not be used or divulged to any other party except as may be necessary or advisable for the due performance of any of the Services or as required by applicable law. Bank shall maintain physical, electronic, and procedural safeguards to keep Customer's confidential information secure. Customer's obligation to maintain the confidentiality of all security procedures shall survive the termination of any Service or this Agreement. Customer acknowledges that certain Services may involve the handling of confidential consumer information that may be subject to privacy laws and regulations, including unauthorized access or breach notification regulations. Customer agrees to notify Bank immediately if Customer sends or receives protected health information that requires the execution of a business associate agreement.

d. Verbal or Written Instructions. For some Services, Bank may choose to honor Customer's request to give Bank verbal or written instructions regarding the Services. Customer agrees that Bank may in good faith rely on such verbal or written instructions that purport to come from an authorized Agent of the Customer without independent verification by Bank.

e. Fraud prevention measures. Bank offers certain products and Services such as Positive Pay and account blocks or filters that are designed to detect or deter fraud. Failure to use such Services could substantially increase the likelihood of fraud. If Customer fails to implement any of these products or Services, or if Customer fails to follow these or other precautions reasonable for its particular

circumstances, Customer agrees: (i) it will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, Service, or precaution was designed to detect or deter; (ii) Bank will not be required to re-credit Customer's account or otherwise have any liability for paying such items; and (iii) Customer will pay all costs and expenses incurred by Bank for all efforts undertaken by Bank to recover any losses incurred by Customer.

12. Unsecured Electronic Transmissions and Instructions. Bank shall transmit to Customer information related to Services via secure electronic transmissions. If Customer elects to send or receive instructions or reports from Bank via unsecured electronic means, including, without limitation, facsimile transmission, voice mail, unsecured e-mail, pager or other unsecured electronic or telephonic methods ("Electronic Transmission"), Customer acknowledges that such Electronic Transmissions are an inherently insecure communication method due to the possibility of error, delay and observation or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or e-mail address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by the Customer. Should Customer elect to send or receive unsecured Electronic Transmissions to or from Bank, Customer assumes all risks, and Bank shall not be liable for any loss, that results from the nonreceipt, disclosure, alteration or unauthorized access of any such unsecured Electronic Transmission.

13. Account Blocks and Filters. ACH debit blocks and check blocks prevent ACH debits and checks from posting to Customer's account. ACH filters and check filters enable Customer to set various criteria to authorize certain transactions to post to Customer's account while excluding others. If an ACH debit or check filter is established by Customer, any ACH debit entry or check presented that does not specifically meet the criteria will be dishonored or sent back to the originator of the transaction. Customer acknowledges that the effectiveness of the filters is dependent on the accuracy and timeliness of the information provided by Customer. In addition, certain ACH transactions such as returns or adjustments cannot be blocked per NACHA Rules. If Customer desires to modify a block or filter setting, Customer shall notify Bank at least 72 hours in advance of the changes taking effect.

14. Computer Equipment and Software. Many Services require the use of computer hardware and software or other equipment. Customer is responsible for maintaining its computer and equipment (including those provided by or through Bank for use with Services) in good working order. Customer shall ensure that computers and other equipment have the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support the Bank's security procedures. Customer agrees to install upgrades and other system enhancements within a reasonable time of being requested to do so by Bank. License agreements for necessary software shall either be embedded in the software or separately documented. Customer agrees to comply with all applicable software license agreements, whether or not such agreements have been executed by Customer. Customer has no rights or ownership in any software provided by or through Bank and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. Customer shall return all software and user manuals associated with any software upon request. Bank makes no representations or warranties with respect to any equipment or software provided by Bank.

15. Transactions on Non-Business Days/Cutoff Times. Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day or after established cutoff deadlines may be treated by Bank as received on the next Business Day. Bank may change any cutoff time or other deadline at any time. Bank will make a reasonable effort to notify Customer of any changes in advance.

16. Customer-Initiated Transactions and Instructions. Bank will honor Customer's transactions and instructions (including adjustments, amendments and cancellations) only when Customer has complied with this Agreement and related policies and procedures. Bank will be under

no obligation to honor, either in whole or in part, any transaction or instruction that:

- a. exceeds Customer's collected or available funds on deposit with Bank;
- b. Bank has reason to believe may not be authorized by Customer;
- c. involves funds subject to a hold, dispute or legal process preventing their withdrawal;
- d. violates any provision of any applicable regulation of the Federal Reserve Bank or any other federal, state or local regulatory authority; or
- e. Bank has reasonable cause not to honor, for the protection of either Bank or Customer.

17. Inconsistent Name and Account Number. If Customer or third party acting on Customer's instruction initiates a fund transfer instruction or payment order ("Payment Order") to Bank that describes the person to receive the proceeds of such Payment Order (the "Beneficiary"), the Beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Bank and subsequent parties to the Payment Order may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Bank and subsequent parties know or have reason to know of the inconsistency. Customer's obligation to pay the amount of the Payment Order to Bank is not excused in such circumstances. With respect to incoming Payment Orders that do not include an account number recognizable to Bank, Bank may return the Payment Order to the sending financial institution without incurring any liability to Customer.

18. Intercompany Services/Authority to Transfer or Commingle Funds. In the event that Customer requests Bank to provide Services to a parent company, subsidiary, affiliate, or other commonly owned Company, Customer agrees that it shall be jointly and severally liable for such Company's obligations under this Agreement. Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, for a period of seven (7) years after termination of the Service, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's bylaws and/or board resolutions. Customer further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw or board resolution of Customer or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's effecting each transfer and commingling of funds authorized hereunder.

19. Customer Records. This Agreement and the performance of Services by Bank shall not relieve Customer of any obligation imposed by law, clearinghouse rules (including the NACHA Rules and ECCHO Rules), or by contract regarding the maintenance of records or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. In addition, Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following receipt by Bank of the deposit, file, entry, transmission or other order affecting an account.

20. Account Communications and Review Period. Customer agrees to regularly and promptly review and verify all statements, reports, check payment records, wire transfer instructions, confirmations, adjustments, charges, and other transactions ("Account Communications"). Customer may receive or access Account Communications electronically, including without limitation, delivery by posting to a password protected Web site or database. Customer acknowledges that Account Communications provided by Bank through electronic delivery

is deemed to constitute good and effective delivery when posted by Bank, regardless of whether Customer actually or timely receives or accesses the Account Communications. Unless a different review period is specified elsewhere in this Agreement, Customer shall, within a reasonable time, which in no event shall be greater than thirty (30) calendar days following the day Bank first mails, electronically transmits or otherwise makes data available to Customer ("Review Period"), notify Bank of any error or discrepancy between Customer's records and any Bank notice or statement, or any transaction or transfer Customer believes was not authorized. If Customer fails to notify Bank of such unauthorized transaction within the Review Period, Customer agrees that the failure to report any such errors or unauthorized transactions shall relieve Bank of any liability for the unreported erroneous or unauthorized transaction. In accordance with NACHA Rules, Customer must report an unauthorized ACH debit entry to the Customer's account by the established deadline on the Business Day following the settlement date of the unauthorized entry. Otherwise, Customer's sole recourse is to the originator of the transaction.

21. Monitoring and Recording Communications. Customer acknowledges and agrees that Bank, and anyone acting on Bank's behalf, may monitor and/or record any communications between Customer, or its Agent, and Bank, or anyone acting on Bank's behalf, for quality control and other purposes. Customer also acknowledges and agrees that this monitoring or recording may be done without any further notice to Customer or its Agent. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic messages, text messages, instant or live chat, or any other communications in any form.

22. Limitation of Bank's Liability for Services. Customer acknowledges that Bank's fees for Services are very small in relation to the amounts of transfers initiated through these Services and consequently Bank's willingness to provide such Services is based on the liability limitations contained in this Agreement. In addition to greater limitations on Bank's liability that may be provided elsewhere in this Agreement, Bank's liability related to any Service shall be limited exclusively to actual proven damages arising directly from its own gross negligence or willful misconduct. Bank will not, under any circumstances, be liable for any special, incidental, indirect, consequential, punitive or similar losses or damages, whether or not the likelihood of such losses or damages was known by either party at the time Customer first obtains Services from Bank or at the time any instruction or order is given to a Bank pursuant to any Service, and whether such losses or damages arise from tort, contract or otherwise. Bank's maximum liability for any loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. Notwithstanding the foregoing, Bank shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of Customer, or any Agent or employee of Customer, whether or not such action or inaction constitutes negligence or a breach of this Agreement. Bank shall not be liable for any damage, cost, loss, liability or delay caused by accident, strike, fire, flood, war, riot, terrorist act, equipment breakdown, electrical or mechanical failure, acts of nature, any cause which is attributable to a third party, or any other cause or event that was beyond Bank's reasonable control. Customer agrees that the fees charged for the performance of the Services shall be deemed to have been established in contemplation of these liability limitations.

23. Dispute Resolution.

a. **Governing Law.** Except as otherwise provided herein, this Agreement shall be governed by the laws of the State of Minnesota, without regard to conflicts of law principles.

b. **Jury Trial Waiver.** To the fullest extent permitted by law, Bank and Customer hereby agree to waive trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether in tort, contract or otherwise) in any way arising out of, related to or connected with these Services or this Agreement. Bank and Customer represent and warrant to each other that this jury trial waiver is knowingly, willingly and voluntarily given.

c. **Jurisdiction and Venue.** Customer consents to the jurisdiction of the courts of the State of Minnesota, waives any argument that such venue

is inconvenient and agrees to bring litigation commenced in connection with this Agreement in either the District Court of Hennepin County or the United States District Court, District of Minnesota, Fourth Division.

d. Collection Costs. Should Bank have to undertake any action to recover any amount due under this Agreement for the Services, including, without limitation, fees, overdrafts or overpayment, Customer will be liable to Bank for the cost of such effort, plus reasonable attorney fees in any court action or appeal therefrom.

e. Adverse Claims. If Bank receives an adverse claim against any account, and Bank reasonably believes that it will not be protected if the claim is ignored, Customer agrees that Bank may place a hold on the affected account. Any such hold will remain in place only so long as reasonably necessary to resolve the claim or employ legal remedies to allow a court to decide such claim. Assuming compliance with this section, Bank shall have no liability for dishonored transactions due to the hold, and Customer agrees to reimburse Bank all costs, including attorney fees, incurred due to such adverse claim.

24. Necessary Third Party Service Providers.

a. Third Party Networks. Some Services are provided by Bank through access to a third party network. Such Services are dependent upon the availability of the third party network on conditions acceptable to Bank. Bank reserves the right to discontinue the Service or provide the Service through an alternative third party network and shall have no liability should such network become unavailable. Bank does not warrant and shall not be responsible for Services received by Customer from any third party network.

b. Third Party Vendors. Some Services and/or computer equipment and software are provided to Customer by a third party vendor selected by Customer who is unaffiliated with Bank. In those cases, the third party vendor is acting as Customer's Agent rather than an agent of Bank, and Customer agrees to be bound with such third party's acts and omissions. Bank does not warrant and shall not be responsible for Services provided by unaffiliated third party vendors. Customer authorizes Bank to disclose to any third party vendor information concerning Customer to the extent required to deliver the requested Service.

25. Notices. All written notices to Bank shall be delivered or mailed to the address designated by Bank. Notices sent to Customer shall be delivered or mailed to Customer's current lead account address or other known address if deemed more appropriate by Bank under the circumstances. Notices may be delivered to some Customers in electronic format, including posting to Bank's Web site, if requested or appropriate.

26. Severability. To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

27. Waiver. A waiver by Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision. Bank's waiver of the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions will not affect Bank's right to enforce any of its rights with respect to other Customers or to enforce any of its rights with respect to later transactions with Customer.

28. Assignment. In addition to section 24 above, Bank may at any time assign or delegate its rights and duties under this Agreement. Customer may not assign or transfer its rights or obligations hereunder to any other person or entity without Bank's written consent, whose consent shall not be unreasonably withheld.

29. Termination. Any Services may be terminated by either party upon 30 days' prior written notice to the other. Bank may also terminate or suspend any Services without notice to Customer if any of the following occurs: (a) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs

in Customer's business or financial condition; (c) Bank has reason to believe that Customer has engaged in fraudulent or illegal activity; (d) Customer fails to maintain balances in accounts sufficient to cover overdrafts; (e) Customer violates the terms of this Agreement or any financing arrangement with Bank; (f) Customer fails to comply with security procedures or fails to provide financial information reasonably requested by Bank; (g) Bank determines it is impractical or illegal to provide any Services because of changes in laws, regulations or rules; (h) Bank, in good faith, is unable to satisfy itself that any Services have been properly authorized by Customer; or (i) Bank, in good faith, deems itself insecure. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to termination.

III. TERMS APPLICABLE TO ALL INTERNET-BASED SERVICES

1. Introduction. Bank offers a number of Services over the Internet. If requested by Customer and agreed to by Bank, Bank will grant Customer access to one or more of Bank's Internet Services in the manner established by Bank. Customer agrees that its use of Services from time to time offered by Bank via the Internet (collectively, the "Internet Services") shall be governed by:

- (i) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Services that are offered online;
- (ii) the other agreements, laws and regulations described in Section I.2. of this Agreement; and
- (iii) the applicable Terms of Use, as defined in Section III.2. below.

2. Terms of Use.

Bank may post terms or rules of use ("Terms of Use") governing Customer's use of the Internet Services on Bank's Web site(s) for accessing such Services. Such Terms of Use shall supplement and amend the terms set forth in this section. In the event of a conflict between the Terms of Use and the rules set forth in this Agreement, the Terms of Use shall govern. Customer's initial use of an Internet Service shall constitute an acceptance of the Terms of Use posted on the Web site. Bank may change the Terms of Use for any Internet Service at any time by posting notice of such change via an alert or message on a broadcast or message page of the Web site ("Broadcast Message"). All changes shall have an effective date. Customer's use of the Internet Service after the effective date of any such change shall constitute an acceptance of the revised Terms of Use by Customer. Customer is responsible for establishing an internal procedure for reviewing the Broadcast Message page on a regular basis to obtain timely notice of changes to the Terms of Use. In the event that a specific Internet Service does not have Broadcast Message capability, Customer will be notified of any changes in accordance with section II.25 hereof. Neither Bank nor Customer will contest the validity, enforceability, or admissibility of hard copy printouts of the Terms of Use for any Web site or notices of changes to such Terms of Use provided in accordance with this section. Copies of such Terms of Use or notices, if introduced as evidence in tangible form in any judicial or administrative proceeding, will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form.

3. Security. Customer agrees to use the Internet Services in accordance with the security procedures established by Bank. Without limiting the foregoing, Customer shall at all times use a Web browser that supports the level of encryption used by Bank as part of its security procedures. Due to emerging technologies and ensuing changes in security practices, Bank reserves the right to supplement or change its security procedures from time to time upon reasonable notice to Customer. Customer acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Agreement, in matters of security, reasonable notice may be less than a day's notice or even, in some cases, notice after the fact. Bank reserves the right to reject any transaction or service request that is not made in accordance with its security procedures. Customer shall designate one or more System Administrator(s). The System Administrator shall be responsible for setting up Internet Services and for establishing internal security procedures related to such Internet Services, including, without limitation, accepting delivery of software, system-wide configuration of Bank accounts, establishing authority levels, establishing authorization requirements, and distributing and re-setting IDs, passwords and other internal security devices related to the Internet Services. Customer's designation of the System Administrator may be amended or revoked from time to time upon notice to Bank. Bank shall have a reasonable time to act on any such notice.

4. Other Customer Responsibilities.

a. Equipment and Software. Customer is responsible for obtaining (from Bank, in some instances), installing and maintaining the computer and communications equipment (including, without limitation, personal computers and modems), software, Web browsers, Internet access and

communications services necessary to access and use the Internet Services in accordance with this Agreement.

b. Use of Internet Services. Customer shall use its access to Internet Services and Web sites operated by or on behalf of Bank only to conduct its business through or with Bank and agrees to limit access to those Agents who require access to Internet Services.

c. Antivirus Protection. Customer agrees to run antivirus software before transmitting data to or through any Web site. Customer may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for the Customer to execute virus scanning for each file manually. Customer shall update its antivirus software on a regular basis and in no event less often than once every week.

d. Anti-malware Protection. Bank may offer complimentary anti-malware software for use with certain Services that is designed to detect, deter or destroy different types of malware. Failure to install anti-malware software offered by Bank could substantially increase the likelihood of fraud and other losses. If Customer fails to install software offered by Bank, Customer agrees it will be precluded from asserting claims against Bank for any losses caused by malware which such software would have detected, deterred or destroyed. Bank will not be required to re-credit Customer's account or otherwise have any liability for such losses.

e. Network Security. Customer agrees to install and utilize current industry-standard network security for its information technology systems that access Services via the Web. Network security protection includes, but is not limited to, firewalls and intrusion detection systems. For certain Services, Bank may require Customer maintain specific network security protection in order to access the Services.

5. Disclaimer of Warranties. NOTICE: BANK PROVIDES ALL INTERNET SERVICES ON AN "AS IS," "AS AVAILABLE" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE INTERNET SERVICES OR THE CONTENT OR SECURITY OF ANY WEB SITE. BANK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BANK DOES NOT WARRANT THAT THE OPERATION OF ANY WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF ANY WEB SITE AND ASSUMES THE RISK OF SUCH OCCURRENCES.

IV. TERMS APPLICABLE TO SPECIFIC GLOBAL TREASURY MANAGEMENT SERVICES

The following are additional terms and conditions applicable to specific Treasury Management Services offered by Bank. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in Sections IV, V and VI of this Agreement to the extent Customer is not using such Service(s).

A. E-PAYMENT SERVICE

Customer may select the E-Payment Service that would allow its customers ("Payers") to make convenient payments to Customer through the Internet, an Integrated Voice Response (IVR) system, a 'live' call center, or a bill payment kiosk. Customer agrees that this Service shall be governed by this Section and all other relevant sections of this Agreement.

1. Internet.

a. "Customer Payment Site" means the interactive Internet payment site hosted by Bank where Payers may make payments to Customer over the Internet. Bank will configure, implement, host and support the Customer Payment Site. If Customer provides the content for the Customer Payment Site, Customer agrees to indemnify and hold Bank harmless for any content that violates applicable law or payment network rules.

b. Customer License. Bank shall have the right and license to use Customer's name, trademarks, service marks, copyrights and logos and other textual information in connection with the Customer Payment Site solely for the purposes contemplated herein.

c. "Administrative Terminal" means the interactive Internet site hosted by Bank where Customer may access reports, initiate payments on behalf of Payers, or initiate refunds. Bank will configure, implement, host and support the Administrative Terminal. Customer shall be solely responsible for setting up Authorized Users, access entitlements and internal controls within the Administrative Terminal.

d. Links. Customer shall provide and maintain a secure link on its Web site to the Customer Payment Site. Customer shall be responsible for ensuring that the link to the Customer Payment Site takes Payer to the appropriate area within the Customer Payment Site. Customer shall be responsible for providing the agreed-upon data concerning Payer in a manner that meets Bank's encryption or security methods during the exchange. Customer and Bank agree to use industry-standard security procedures and technology to ensure the security of the Customer's Web site and the Customer Payment Site and to prevent data theft or unauthorized access.

e. Payer Authentication. Depending on the applicable payment processing channel, Customer shall be responsible for verifying the identity of each Payer prior to the time Payer is linked to the Customer Payment Site. Customer agrees that Payers shall not be granted access to the Customer Payment Site link until Customer has verified the identity of each Payer using a commercially reasonable fraud detection system. For every Payer that accesses the Customer Payment System, Bank may rely on Customer to have completed such verification.

2. **Compliance with laws and regulations.** Customer agrees to comply with all applicable laws, rules and regulations, including without limitation, those issued by: (i) the National Automated Clearing House Association; (ii) any governmental entity, including (without limitation) the requirements contained in the Electronic Fund Transfer Act, Regulation E, and the Electronic Signatures in Global and National Commerce Act; (iii) the American with Disabilities Act; and (iv) any other entity or association that issues or sponsors a payment device, including (without limitation) the requirements of the Payment Card Industry (PCI) Data Security Standard and any credit card association, including Visa and MasterCard. Customer further agrees to comply with all payment network regulations for ATM debit networks.

3. **Integrated Voice Response (IVR).** To make an automated payment via a touch-tone phone, Payers may access the IVR system by calling a

toll-free number provided by Bank or Customer. Customer shall have previously forwarded a one-time file of existing Payers ("pre-registration file") to Bank. In order to make a payment via the IVR system, Payers are required to input information that matches their user information in the pre-registration file.

4. **Call Center.** If this option is selected by Customer, Payers may make a payment by phone by calling a 24-hour call center and speaking to 'live' Bank personnel. Bank shall authenticate a Payer's identity in the manner specified by Customer, and agreed to by Bank, in the Implementation Documents. Customer acknowledges and agrees that the authentication of the Payer's identity in such manner shall constitute a commercially reasonable fraud detection system and Bank shall have no liability for all payments so authenticated.

5. **Payer Authorization.** If payment is made via the Internet, Payer will be prompted to authorize the payment and print a confirmation once Payer has reviewed the payment data and input the information necessary to complete the payment. If payment is made via the IVR or call center, the confirmation number will be read to Payer. Bank is not responsible for the detection of errors made by Payer or Customer and may rely on the information submitted or communicated by Payer or Customer.

6. **Payment Processing.** Payments shall be processed in the manner mutually agreed to between Bank and Customer, which may include ACH debit entries, debit cards, credit cards or other payment processing methods. Customer shall at all times be considered the originator of Payer's payment. Depending on the applicable payment processing channel, payment processing may also be subject to the terms of any other agreement between Bank and Customer and between Customer and the payment transaction processor supported by Bank. Payments may be initiated through the Customer Payment Site, IVR system or Administrative Terminal. Bank will notify Customer of the payments that were initiated either through the Administrative Terminal or by delivering a file in the manner set forth in the Implementation Documents. Customer acknowledges that all payments are subject to adjustment, return, reversal and/or chargeback in accordance with the rules governing the applicable payment processing channel. Customer agrees to be liable to Bank for any such adjustment, return, reversal or chargeback.

7. **Recurring Payments.** The E-Payment Service provides Customer with the ability to offer Payers the option of making fixed or variable recurring payments. If permitted by applicable regulations, Payers have the ability to initiate a payment that recurs semi-weekly, weekly, semi-monthly, monthly or quarterly. Payers must be pre-registered in order to initiate variable recurring payments.

8. **Fees.** In addition to Bank's standard fees, Customer agrees to pay additional fees and expenses for implementation of the E-Payment Service or other additional Services, if any, as may from time to time be disclosed to Customer by Bank. Customer also agrees to pay the applicable fees and expenses charged by the payment transaction processor supported by Bank, as set forth in Customer's agreement with such processor.

9. Convenience Fee.

a. If permitted by applicable regulations, the E-Payment Service offers a flexible convenience fee option that allows Customer or Bank to define and collect a convenience fee to be charged to Payers in connection with the payment transaction. Payers are provided with the opportunity to stop the payment process if they do not wish to pay the convenience fee.

b. If Customer desires to collect the convenience fee, Customer shall be responsible for ensuring that convenience fee assessments comply with the relevant laws, rules and regulations.

c. If agreed to by Bank and Customer, Bank may collect and retain the convenience fee. Customer agrees that Bank may, in its sole discretion, set, adjust, manage and collect the convenience fee as a means to wholly or partially offset Bank fees that may otherwise have been incurred by Customer. Bank's willingness to collect the convenience fee shall be based on Customer's projected payment volume, average ticket, type of transactions, or other considerations such as changes to

interchange fees and assessments. Bank may, in its sole discretion, establish or modify payment caps for sums paid by Payers. If the actual payment volume, average ticket or other considerations fail to meet Customer's stated projections or do not completely offset Bank fees, Customer agrees that Bank may, in its sole discretion, require Customer to wholly or partially reimburse Bank for any resulting shortfall in Bank fees.

10. Transaction Controls. Customer agrees to notify Bank of any material change or anticipated material change in daily dollar activity or type of transaction processing, and obtain Bank's consent to such change. Bank may, in its sole discretion, immediately upon written notice to Customer, place a maximum dollar limit on the E-Payment transactions or require Customer to provide reasonable security for Bank's continued handling of such transactions.

11. Bill Payment Kiosk.

If selected by Customer and agreed to by Bank, Customers may deploy bill payment kiosks at their public locations to accept cash and card payments from Payers. Customer's kiosk payment data will be consolidated with their payment data from other E-Payment channels. While using the bill payment kiosk:

a. Customer is responsible for safeguarding the kiosk and agrees to hold harmless and indemnify Bank and its officers, agents and employees from and against any and all claims, losses, damages, liability, causes of action and costs (including but not limited to court costs and attorney's fees and disbursements), in any way relating to or arising out of the kiosk, including but not limited to bodily injury, property damage, damage to the kiosk, economic damages, fines and/or penalties. Customer agrees to protect the kiosk and its contents from damage, loss, or theft. Customer waives any rights of recovery against Bank arising from such loss, theft, damage, or destruction. Customer is solely responsible for providing security against theft at any kiosk location and Bank will have no liability to Customer in the event of theft or damage. Customer shall be responsible to physically inspect the kiosk at least weekly to insure that no tampering/skimming devices have been installed on the kiosk. Customer is responsible for any and all losses stemming from such occurrence.

b. Customer is solely responsible for ensuring that: (i) the location for the kiosk has adequate and uninterrupted power and broadband internet connectivity via ethernet or digital subscriber line; (ii) each network port for a kiosk has a public IP address; (iii) the location for the kiosk is secure and protected from weather and high or low temperatures beyond the design tolerances of the machine; and (iv) kiosk sites are free of old equipment, obstructions, and other material that may hinder proper placement of kiosk or end-user access to the kiosk.

c. Customer shall also be solely responsible for any site modifications and construction and for the removal of packaging and waste materials.

B. INFORMATION REPORTING AND TRANSACTION SERVICES

Information reporting and transaction Services may be provided by Bank to Customer through SinglePoint®, Global Trade or other applications or systems as may be introduced by Bank ("System(s)"). The System may also be used by Customer to automate many of the Services offered by Bank and also may provide access to other Bank systems that initiate transactions. Customer agrees that such use of the System shall be governed by this Section and all other relevant sections of this Agreement.

1. Introduction. If requested by Customer and agreed to by Bank, Bank will grant access to Bank's System(s) in the manner agreed to by Bank. Customer agrees to be bound by any terms of use and license agreements associated with these Systems.

2. Information Reporting. Bank is authorized to store, process, transmit and make available through Bank's agencies and Systems and through third party data processing providers ("Providers") information regarding accounts designated by Customer. Bank or Providers will transmit to Customer information regarding its account(s) and/or other financial data through the System on a periodic basis. Customer may elect to receive data through one or more delivery mechanisms, including, without limitation, the Internet, computer dial-up, telephonic delivery, facsimile, CD-Rom or unsecured e-mail. Section II.12 shall apply in the event Customer elects to receive unsecured reports via an Electronic Transmission. Balance and related information for Customer's account(s) held at other financial institutions may be made available by these financial institutions or Providers that input information into Bank's System. Bank will use reasonable care in submitting data into the System, but assumes no responsibility for the accuracy or timeliness of the account information and other financial data supplied by other financial institutions or Providers. Bank will make every reasonable effort to deliver information by the mutually agreed upon time, but does not guarantee a specific delivery time. Accordingly, Bank's responsibility to Customer with respect to the delivery of information shall be to deliver such work as close to the agreed time as may be reasonably practicable.

3. Transaction Services. Customer may use SinglePoint®, Global Trade, or other similar System to access treasury management or trade finance transaction Services offered by Bank for which Customer has enrolled. Depending on the type of product offered by Bank, access to the transaction Services may include, but are not limited to, ACH, ACH positive pay, wire transfer payments, book transfers, stop payments, positive pay, reverse positive pay, image access, DDA adjustments and system administration. Customer agrees that use of the System for transaction Services shall be governed by this Section B and all other sections of this Agreement that are applicable to the product or Service being accessed.

4. Security Procedures/System Administrator. Customer agrees to operate the System in accordance with the procedures established by Bank. Bank reserves the right to reject any transaction or Service request that is not made in accordance with these procedures. Customer agrees to designate one or more System Administrator(s). The System Administrator is responsible for setting up Services available through the System and for establishing internal security procedures related to such Services, including, without limitation, system-wide configuration of Bank accounts, assigning users, establishing authority levels, establishing authorization requirements, distributing and re-setting passwords and other internal security devices related to the Services. Designation of the System Administrator may be amended or revoked from time to time upon notice to Bank. Bank shall have a reasonable time to act on any such notice. Customer is solely responsible for maintaining a secure work environment to ensure against use of the System by unauthorized individuals. Security procedures to be followed by Customer include, without limitation, informing Agents that any passwords should not be shared with anyone and to secure physical access to the terminals used for Services when an Agent has logged on to the system or otherwise.

5. Manuals. Bank will provide Customer with a manual(s) in paper or electronic format that will set forth the applicable System's policies and procedures with which Customer agrees to comply. Bank may, without prior notification, make amendments to any manual. Bank owns or has obtained all proprietary rights to the manuals and Customer agrees not

to duplicate, distribute or otherwise copy Bank's manuals without Bank's prior written consent. Any manual will at all times remain the property of Bank and Bank reserves the right to request Customer to return all printed copies of such manual within thirty (30) days of termination of this Service.

6. Customer Responsibilities. Customer will purchase (from Bank, in some cases) and provide all equipment and software necessary to use the applicable System in accordance with this Agreement. Bank shall have no responsibility and makes no warranties for such equipment or software. Customer agrees to use the System solely to conduct its business with Bank and agrees to limit access to those Agents who require access to the System. Customer agrees that in addition to other limitations to Bank's liability elsewhere in this Agreement, Bank shall not be liable for any loss or damage arising directly or indirectly from the following:

- a. any inaccuracy or incompleteness in the input of an order or instruction from the Customer;
- b. any failure by Customer to obtain a confirmation of an order or instruction; or
- c. any cancellation or attempted cancellation by Customer of an order or instruction.

7. International Information Reporting. If requested by Customer and agreed to by Bank, Bank may provide incoming international information reporting through Providers or via SWIFT, which shall be governed by the terms of this Section B, other applicable sections of this Agreement, and other applicable agreements or law. Bank shall receive the international information reporting data through Providers or via SWIFT from Customer's account-servicing Bank ("Servicing Bank") and shall display such data to Customer using SinglePoint® or other similar System. If Customer makes a request to Bank for an off-schedule international information report from the Servicing Bank, Customer agrees that Bank shall have no liability if the Servicing Bank does not support the off-schedule request or does not respond to the request in a timely manner.

C. ELECTRONIC DEPOSIT SERVICES

Electronic Deposit Services provide Customer with the option of making electronic deposits using one or more products offered by Bank. Customer agrees that the Electronic Deposit Services shall be governed by this Section and other relevant sections of this Agreement.

1. Processing Options. Customer shall at all times maintain an account with Bank. Customer captures checks or check information received from its Payor Customers into Check Images and/or MICR Data, and transmits the same to Bank for processing and collection. Bank will seek to collect such Check Images and/or MICR Data through the check collection system by presenting or exchanging Check Images and/or MICR Data, or using Check Images and/or MICR Data to create a Substitute Check, a Demand Draft or a Photo-In-Lieu ("PIL") for collection. If ACH processing is selected by Customer, checks that are eligible to be used as source documents to originate ARC entries, POP entries, or BOC entries are converted to ACH Entries and processed through the ACH system. Checks ineligible for ACH conversion are sent through the check collection in the manner previously described.

2. Definitions.

- a. "ACH Entry" means an ARC, POP or BOC debit entry originated to debit funds from a Payor Customer's account at a financial institution in accordance with the NACHA Rules.
- b. "Check Image" means an electronic image of an original paper check or an electronic image of a Substitute Check that is created by Customer, Bank or another bank or depository institution in the check collection system.
- c. "Check Image Metadata" means information about the Check Image, as well as pointers to the actual image data (also known as image tags).
- d. "Customer System" means the computer hardware and/or software and/or Web-based applications located at Customer's site that is used by Customer to prepare Electronic Deposits and to access the Electronic Deposit Services.
- e. "Electronic Deposit" means electronic information (including Check Images, Check Image Metadata, MICR Data, dollar amount or ACH Entry information), obtained from capturing information from an original paper check and remittance documentation that is transmitted to Bank for deposit, processing and collection.
- f. "Electronic Deposit Services" means an array of products and Services that allow organizations that receive check payments and/or remittance payments by mail, dropbox or a walk-up environment to deposit all payments electronically at Bank, as further described in the applicable User Manual.
- g. "Electronic Deposit System" means Bank's computer systems or databases that Customer may access in order to obtain Electronic Deposit Services.
- h. "MICR Data" means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account and check serial numbers.
- i. "Payor Customers" means clients and/or customers of Customer that submit original paper checks or check information to Customer for payment obligations owed to Customer.
- j. "Photo-In-Lieu" or "PIL" means a photocopy of an original paper check, other than a Substitute Check, created from a Check Image.
- k. "Remotely-Created Check" or "Demand Draft" means a paper item, other than a Substitute Check or PIL, which (i) is drawn on a Payor Customer account, (ii) does not bear the signature of the Payor Customer, and (iii) is authorized by the Payor Customer to be issued in the amount for which the item is drawn.
- l. "Substitute Check" means a paper check document that meets the definition of a "substitute check" in the Check Collection for the 21st Century Act as implemented by Regulation CC of the Federal Reserve Board.

3. Customer Authorizations and Notifications. Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to its Payor Customers concerning the creation of Demand Drafts or the conversion of Payor Customers' checks to ACH Entries. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications.

4. Determination of Items Eligible for Electronic Deposit.

a. Only original paper checks that qualify as a source document may be converted to an ARC Entry, POP Entry or BOC Entry under NACHA Rules. Customer represents and warrants to Bank that Customer shall not use the Electronic Deposit Services to transmit electronically created payment orders (which are Check Images, PILs or Demand Drafts that were not originally captured from the original paper checks), unless permitted by applicable law. Bank will apply certain automated internal edits and screens to the MICR Data and/or Check Images submitted by Customer to determine whether the original paper check is a source document that qualifies for conversion to an ACH Entry. Customer acknowledges and agrees that Customer is the Originator of such ACH Entries under NACHA Rules regardless of whether Customer or Bank initiates the ACH Entry into the payment system.

b. Only a draft, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Without limiting the generality of the preceding sentence, the following items are not eligible for deposit as Check Images under the Electronic Deposit Services, and Customer must deposit these original paper checks with Bank for collection: (i) checks, including travelers checks, that are drawn on banks located outside of the United States; (ii) checks payable in a medium other than U.S. dollars; (iii) non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC); (iv) promissory notes and similar obligations, such as savings bonds; (v) checks issued by and drawn on Customer or an affiliate of Customer; and (vi) any other class of checks or drafts as identified by Bank to Customer from time to time.

5. Capture of Checks and Check Information.

a. For certain Electronic Deposit Services, Customer shall use scanning hardware and software that meets Bank's specifications. Depending on the type of Electronic Deposit Service or processing option(s) selected by Customer, Customer shall be responsible for accurately capturing an image of each paper check, the MICR Data and the correct dollar amount of the check into the Customer System. Depending on the type of Electronic Deposit Service selected by Customer, in the event the condition of a paper check precludes a complete automated read, Customer shall be responsible for visually inspecting the check and repairing the MICR Data. Customer shall be responsible for the inspection of all Check Images to ensure the legibility of the Check Image (including without limitation the dollar amount and signature of the drawer), for the repair of any MICR Data (if applicable), and for ensuring that any and all information on a paper check is accurately captured and legible in the resulting Check Image and/or MICR Data and otherwise complies with any Check Image or MICR Data quality standards and guidelines that may be established by the American National Standards Institute (ANSI), ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse or that Bank may provide to Customer from time to time. Customer acknowledges that current image technology may not capture all security features (e.g. watermarks) contained in the original paper checks, and agrees to assume any and all losses resulting from claims based on security features that do not survive the image process.

b. Customer further acknowledges that Bank does not verify the accuracy, legibility or quality of the Check Image or MICR Data prior to processing an Electronic Deposit. Bank may, in its sole discretion, reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but Bank shall have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data. If Bank requires that Customer comply with certain formatting standards or other guidelines when submitting Electronic

Deposits and Customer declines to implement, or comply with, such standards or guidelines, Customer acknowledges that Bank shall not be liable for any error or loss that results from Bank processing such Electronic Deposit or from Bank's re-formatting or conversion of the Electronic Deposit prior to processing.

c. Bank shall not be liable to Customer for failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which Customer has not provided Bank with full and correct MICR Data and dollar amount from the original paper check; (ii) for which Customer has not provided an accurate and legible image of the original paper check; (iii) for which Customer has failed to comply with formatting standards or other guidelines required by Bank; or (iv) which would violate this Agreement, the User Manual or any other agreement between Customer and Bank.

d. Customer agrees to notify Bank prior to using or accessing Electronic Deposit Services in a location outside the continental United States.

6. Upload of Electronic Deposit to Bank.

a. Customer shall upload the Electronic Deposit transmission (containing one or more Electronic Deposits) to Bank prior to the daily cut-off time established by Bank from time to time for the receipt of Electronic Deposits. Any Electronic Deposit transmission received by Bank after its daily cut-off time shall be deemed to have been received by Bank at the opening of its next Business Day. Performance of the Electronic Deposit Services may be affected by external factors such as communication networks latency. Customer is responsible for the transmission of the Electronic Deposit until the Electronic Deposit System reports a successful acknowledgement of receipt of the transmission.

b. An Electronic Deposit is received when the entire Electronic Deposit transmission in which that Electronic Deposit is contained is received by Bank in accordance with section 6.a. above. If only a portion of that Electronic Deposit transmission is received by Bank for any reason, including without limitation a failure during the transmission to Bank, the Electronic Deposit transmission is deemed to have been not received by Bank with respect to any Electronic Deposit contained in that Electronic Deposit transmission (including any Check Image contained in the portion of that Electronic Deposit transmission that was received).

c. Bank will process Electronic Deposit transmission received from Customer either via ACH Processing, or via Check Image/Substitute Check Collection, according to the processing options selected by Customer. For each Check Image sent to Bank in an Electronic Deposit transmission, Customer agrees not to deposit the original paper check nor re-deposit the Check Image at Bank or any other financial institution.

d. A per item limit, dollar limit, or file limit may be established by Bank in its sole discretion and communicated to Customer. If any such limit is established, Bank shall have no obligation to process items or files in excess of the limit.

7. Funds Availability. Customer agrees that the transmission of Check Images, MICR Data, Demand Drafts, PILs or any other legally permissible check collection method using Electronic Deposit Services is not subject to the funds availability requirements of Regulation CC. Bank may, at any time, and in its sole discretion, provide a one-time notification to Customer if Bank intends to delay funds availability beyond ordinary Regulation CC funds availability time frames for items submitted by Customer using Electronic Deposit Services. In such instance, funds deposited will be available for withdrawal 3 business days after electronic transmission to Bank. Bank may, but is not required to, make such funds available sooner.

8. Collection of Check Images and MICR Data. Notwithstanding anything to the contrary in this Agreement, Bank may in its sole discretion determine the manner in which Bank will seek to collect a Check Image and/or MICR Data deposited by Customer. Without limiting the generality of the preceding sentence, Bank may, at its option: (i) present or transfer the Check Image or MICR Data to the paying bank, a Federal Reserve Bank, check clearinghouse, image share/exchange network, or other bank; (ii) create a Substitute Check, a Demand Draft or a PIL from the Check Image and/or MICR Data and collect such item, or (iii) request that Customer provide to Bank the

original paper check from which the Check Image and/or MICR Data was created and then collect the original paper check. Depending on the collection method, the Check Image, MICR Data, Substitute Check, Demand Draft or PIL is subject to the rules of that clearinghouse, Federal Reserve Bank, or image share/exchange network or financial institution agreement.

9. Representation of Returns. If Customer identifies to Bank a returned ACH Entry as being returned because the original paper check was ineligible as a source document for the ACH Entry, Bank shall use reasonable efforts to collect the check related to the ACH Entry by creating, in Bank's sole discretion, a Substitute Check, a Demand Draft or a PIL from the image of the original paper check.

10. Storage of Check Images. Bank shall store Check Images and other check information on the Electronic Deposit System in accordance with Bank's record retention schedule, and shall make such information available to Customer according to the applicable User Manuals and fee schedule. If the Electronic Deposit Services are terminated, Customer may obtain Check Images or check information at the price outlined in the fee schedule.

11. Franking, Retention and Destruction of Original Paper Checks. To help ensure that an item is not deposited more than once either as a Check Image or physical check, Bank strongly recommends that Customer frank the face of each original check after successfully capturing each Check Image. Customer shall destroy the original paper check based on guidelines identified in the applicable User Manual and shall employ commercially reasonable methods to securely store the original paper check until destruction. At Bank's request, Customer shall provide the original paper check to Bank if the original paper check has not been destroyed by Customer and Bank needs the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit.

12. Representations and Warranties. With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Customer is deemed to make any representation or warranty that would have applied had Customer deposited the original paper check. In addition Customer is deemed to make to Bank any representation or warranty that Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, bi-lateral agreement or otherwise, to any person (including without limitation a collecting bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, the drawee, the drawer, any endorser, or any other transferee) when Bank transfers, presents or originates the Electronic Deposit or Check Image, or a Substitute Check, Demand Draft, PIL, or ACH Entry created from that Check Image or MICR Data.

13. Customer Responsibility. With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (a) from Customer's breach of a representation or warranty as set forth in section 12 above; (b) as a result of any act or omission of Customer in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation the encoding of the MICR Data from the original paper check; (c) from any duplicate, fraudulent or unauthorized check, Check Image, MICR Data, Substitute Check, Demand Draft, PIL or ACH Entry; or (d) for any loss caused by Bank's acceptance or creation of a Check Image, MICR Data, Substitute Check, Demand Draft, PIL or ACH Entry instead of presentment of the original paper check; or (e) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement. This section 12 shall survive termination of the Agreement.

14. User Manual. Bank will provide Customer with one or more user guides ("User Manual") in paper or electronic format that will set forth the policies and procedures for the relevant Electronic Deposit Services product with which Customer agrees to comply. Bank may, without prior notification, make amendments to any User Manual. Bank may require that certain employees of Customer attend periodic training as a condition to using the Electronic Deposit Services.

15. Security Procedures and Right to Audit. Customer shall comply with all security procedures for the Electronic Deposit Services that are established by Bank or set forth in the applicable User Manual. Customer is solely responsible for (i) maintaining its own internal security procedures; (ii) safeguarding the security and confidentiality of any information that is obtained from Payor Customers' checks, Check Images and other information that is either printed from, stored on, or downloaded to, the Customer System, Electronic Deposit System, or Customer's other computer/data systems or portable media; and (iii) preventing errors or unauthorized access to the Customer System or the Electronic Deposit System. Bank reserves the right to periodically audit Customer's security procedures and information technology processes, and to mandate controls.

D. ACH SERVICES

1. Introduction. If requested by Customer and agreed to by Bank, Customer or its Agent may initiate credit or debit Automated Clearing House (ACH) transactions ("Entries") for payments ("Credit Entries") and/or collections ("Debit Entries") on ACH Business Days to its accounts or the accounts of others ("Receivers") in accordance with Bank's security procedures and this Agreement. Bank will act as an Originating Depository Financial Institution with respect to such entries. Bank may process Entries directly, through one or more clearinghouses, or through the mechanism selected by Bank. Customer's rights and obligations with respect to such Entries are governed by applicable law and the NACHA Rules, as amended from time to time. Customer acknowledges that it shall be bound by NACHA Rules and agrees not to initiate any Entry in violation of the NACHA Rules or applicable federal, state or international law, regulation or clearinghouse rules, including, without limitation, Regulation E of the Board of Governors of the Federal Reserve System, regulations promulgated by the Office of Foreign Assets Control, FinCEN, rules of the Canadian Payments Association and the Mexican Interbanking Electronic Payment System (SPEI), and Operating Circular 4 of the Federal Reserve Bank (collectively referred to herein as the "Rules"). Customer acknowledges and agrees that Bank shall have the right to examine Customer's books, records and systems to ensure Customer's compliance with the Rules and this Section IV, D and that Bank shall further have the right to suspend Services if Bank determines, in its sole and absolute discretion, that Customer is not complying with the Rules and/or this Section IV, D. Customer acknowledges that a copy of the NACHA Rules is available through the National Clearing House Association ("NACHA") at current NACHA prices. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the NACHA Rules.

2. Entry Origination/Processing Dates/Deadlines. Customer may initiate Entries in the manner and format agreed to by Bank. ACH files transmitted to Bank shall be in an unbalanced file format. Bank has the right to restrict the standard entry class ("SEC") codes utilized by Customer. If notified by Bank of such restriction, Customer must cease use of the SEC code and the underlying transaction type. Customer agrees that all ACH Entries (regardless of SEC Code) that involve the exchange or transmission of banking information via unsecured electronic networks shall be encrypted or transmitted via a secure session, using a commercially reasonable security technology that, at a minimum, is equivalent to 128-bit RC4 encryption technology. Bank will establish a deadline for the receipt of Entries from Customer ("Deadline"). Bank may establish different Deadlines for Entries depending on the method of delivery employed by Customer and all such Deadlines are subject to change. Bank must receive Customer's Entries at or prior to the Deadline for the Entries to be processed on the ACH Business Day of receipt. Entries received after the Deadline will be processed on the next ACH Business Day. Entries with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made.

3. Content and Secondary Authorization. In submitting any Entry, Customer shall be responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the Rules. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry which is inaccurate, incomplete or otherwise incorrect. Bank strongly recommends that Customer utilize a second individual to review and approve ACH files prior to submission to Bank. Customer acknowledges and agrees that such a security procedure is commercially reasonable and that Customer's failure to use this procedure substantially increases Customer's risk of an unauthorized ACH file.

4. Prenotification. To the extent required by NACHA Rules, Customer shall send a prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures set forth in the Rules or by Bank. The prenotification can be returned or result in a

Notification of Change ("NOC"). If the prenotification is returned, Customer shall research the problem and make any necessary corrections before transmitting another Entry. If the prenotification results in a NOC, Customer shall make the required change prior to initiating another Entry, or issue a Refused NOC. NOC Manager is an optional Service that allows Bank to track Customer's NOC on Customer's behalf. If Customer selects this option, Bank shall only manage the changes to the routing, transit and account numbers.

5. Entry Limits and Payment. Customer shall at all times maintain a settlement account with Bank for the purpose of funding Customer's Entries ("Account"). The total dollar amount of Entries initiated by Customer through Bank under all ACH Services and pending on a given day shall not exceed the lesser of collected or available balances in the Account or an exposure limit should one be established by Bank ("Exposure Limit"). Establishment of an Exposure Limit should not be interpreted or construed by Customer as a commitment or agreement to provide any credit or loans to a Customer and is subject to modification or termination at any time by Bank. Customer shall pay Bank for all Entries and authorizes Bank to charge its Account or any other account with Bank in the amount of such Entries. Bank shall have the right to reject Entries initiated by Customer without notice if Bank has reason to believe that there will be insufficient available funds on the relevant settlement date. Customer will receive funds for any Debit Entry on the ACH settlement date. Bank shall credit the Account in any amount payable to the Customer, subject to Bank's right to make adjustments in accordance with this Agreement. Bank may establish, monitor and periodically review Customer's Exposure Limit and Customer's compliance thereof, and may, in Bank's sole discretion, cease processing Entries based on such review.

6. Data Breach Notification. Customer may have gathered personal or financial information of its customers for the purpose of initiating ACH transactions. Such information may include, without limitation, the customer's bank account number together with the bank routing number, or the customer's name together with the customer's social security number or tax identification number. Customer agrees to immediately report to Bank any loss, theft or unauthorized access of such information ("data breach") by or from Customer, its Agent, or third party service provider, if circumstances indicate that the misuse of such information has occurred or is reasonably possible. Customer acknowledges that Bank may have an obligation to report any data breaches to NACHA and other affected parties, and agrees to establish appropriate procedures to prevent, detect, investigate and report data breaches.

7. ACH Secured Funds Entries. Bank may, at any time, and in its sole discretion, require Customer to prefund all Credit Entries that Customer desires to initiate. Customer acknowledges and agrees that such funds are held solely for the benefit of Bank and that Customer will not be entitled to earn any interest thereon. Upon initiation of such Credit Entries, Bank is authorized to immediately charge the Account (in the total amount of such Entries). If ACH Secured Funds is used to initiate Debit Entries, funds will be credited to the Account on the settlement date of the transaction. However, such funds shall not be available for withdrawal from the Account for two Business Days after the settlement date.

8. File Confirmation System. Customer shall at all times comply with applicable file confirmation procedures established by Bank and any security procedures established by Bank or Customer. Such procedures are solely for the purpose of verifying the origination of Entries by Customer or Bank's receipt of the ACH file and/or batch (but not for errors in transmission or content).

a. Control Totals. If Customer elects to provide Bank with the total dollar value of ACH Entries and any other necessary information ("Control Totals"), Customer must telephone Bank's Interactive Voice Response system each time it originates ACH Entries. After Bank receives Customer's ACH file, Bank will compare the information in the file to the Control Totals. If the information matches the Control Totals, Bank will process the ACH file. Bank will not process a file if it does not receive conforming Control Totals on or before the established file delivery deadline on the Business Day it receives the file. Bank will notify Customer if the Control Totals do not match the information in the file, or if Bank receives a file without receiving Control Totals or vice versa.

b. Confirmation of Receipt. If Customer elects not to provide Bank with Control Totals but elects to receive a confirmation, Bank shall provide Customer with a confirmation that Bank received Customer's ACH file and/or batch. After Customer receives the confirmation, Customer will compare the confirmation information to Customer's ACH transmission information. If the information does not match, Customer shall notify Bank before Bank's established deadline, failing which, Bank shall process Customer's ACH file and/or batch. Customer acknowledges that the confirmation is for the sole purpose of verifying Bank's receipt of the file and does not signify any validation of data. Customer bears sole responsibility for any inaccurate or incomplete information provided to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's file.

9. Rejected and Returned Entries, Unauthorized Entries. Bank may reject any Entry that is not initiated in accordance with this Agreement. In the event that an Entry is rejected, or returned by an ACH processor, for any reason whatsoever, it shall be Customer's responsibility to reinitiate the Entry. Bank will give Customer or its designated Agent notice of any rejected or returned Entry in the manner agreed to by the parties. Bank is authorized to debit/credit the Account for Entries that are returned to Bank. Unless the return is caused by Bank's failure to properly execute an Entry, Bank has no obligation to pay Customer interest on the amount of any returned Entry debited from the Account. A Receiver may, in some cases, have the right to have an unauthorized or erroneous Debit Entry credited to its account. Customer agrees that Bank may deduct the amount owing to the Receiver from Customer's Account upon Bank's receipt of proper notice from the Receiver's bank. Bank may charge back against Customer any Debit Entry that is returned or reversed by the Receiving Depository Financial Institution.

10. ACH Redeposit Service.

If requested by Customer and agreed to by Bank, Bank will reinitiate (maximum of two times) each Debit Entry returned for insufficient or uncollected funds.

11. Amendment of Entries. Customer does not have the right to delete or amend any Entry after it has been received by Bank unless Customer has requested, and Bank has agreed to provide ACH Adjustment Services. If such Services are provided, Customer may initiate an amendment to ACH Entries after receipt by Bank. Customer may initiate such amendments via internet or fax in accordance with the terms of this Agreement and all communications must be received by Bank prior to the established deadlines in order to be effective. Customer acknowledges that the ability to delete or reverse ACH transactions depends on the timing of the adjustment request.

a. Internet Option. If Customer has selected the Internet Option, Customer may use the Internet to transmit information to Bank for the purpose of amending ACH files. Customer agrees to comply with any applicable software agreement, user guide and any established security procedures.

b. Fax Option. If Customer has selected the Fax Option, Customer may amend ACH files in accordance with this Agreement by sending instructions to Bank to delete Entries via facsimile. Bank will notify the Customer of the telephone numbers for facsimile and verbal instructions. Bank may from time to time change such telephone numbers or the form of instructions upon notification to the Customer. Customer acknowledges that the Internet Option may be substantially more secure than the Fax Option. Customer agrees to be bound by any instructions, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures.

12. Customer Representations/Indemnity. Customer represents and warrants to Bank that each Entry: (i) complies with the terms of this Agreement and NACHA Rules; (ii) does not breach any warranty of Customer or Bank contained in this Agreement and NACHA Rules; (iii) complies with applicable state, federal and international laws and rules, including, without limitation, the Electronic Funds Transfer Act, Regulation E and regulations overseen by the Office of Foreign Assets Control; (iv) is accurate, timely, and authorized; and (v) that any Debit Entry is for a sum that on its settlement date is due and owing from the Receiver to Customer or is a correction of a previously transmitted erroneous Credit Entry. With respect to each ACH Entry (regardless of SEC Code), Customer is deemed to make to Bank any representation or

warranty that Bank makes, under applicable law and NACHA Rules to any person, Receiving Depository Financial Institution, or any other transferee. Receiver authorizations shall expressly authorize Bank to transmit corrective entries to Receiver's accounts to correct a prior Entry and shall authorize Customer to release to Bank all information concerning its Receivers that is required by Bank to recover such Entries. Customer shall immediately cease initiating Entries upon receiving actual or constructive notice of the termination or revocation of the Receiver's authorization. Customer will retain each authorization received by Customer for such period of time as may be required by the Rules or applicable law and shall provide Bank with copies of such authorizations upon request. Customer will indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly out of any Entry initiated by Customer in violation of this Agreement.

13. Re-presented Check Entries. NACHA Rules allow Customer to initiate an ACH Entry to collect certain checks that have been returned unpaid for insufficient or uncollected funds ("RCK Entry"). In the event that Customer initiates an RCK Entry to Bank for check collection purposes, Customer agrees that such RCK Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the RCK Entry on its behalf:

a. Each check is eligible under NACHA Rules to be collected via an RCK Entry.

b. Customer has no knowledge of any insolvency and it has good legal title to the returned item.

c. All signatures on the returned item are authentic and authorized, and the returned item is without alteration, not subject to claims or defenses, and will not be presented to the paying bank.

d. The RCK Entry accurately reflects the item and any information encoded after issue in magnetic ink is correct. (RCK Entries cannot be used for collection fees.)

e. Any restrictive endorsement placed on the item is void or ineffective.

f. Customer has provided clear and conspicuous notice of its electronic check representation policy in advance of receiving the item to which the RCK Entry relates.

g. The Customer will provide to Bank immediately upon request a copy of the front and back of the returned item, provided that the request is made within seven (7) years of the settlement date of the RCK Entry.

14. Internet-Initiated Entries. NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to an authorization obtained from the Receiver via the Internet ("WEB Entry"). In the event that Customer initiates a WEB Entry to Bank, Customer agrees that such WEB Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the WEB Entry on its behalf:

a. Customer has employed a commercially reasonable fraudulent transaction detection system to screen each WEB Entry.

b. Customer has employed commercially reasonable methods of authentication to verify the identity of the Receiver.

c. Customer has taken commercially reasonable steps to verify that routing numbers are valid.

d. Customer has established a secure Internet session prior to the key entry by the Receiver of any banking information and through the transmission of the data to Customer. Currently, 128-bit RC4 encryption technology is the standard for financial transactions and is considered commercially reasonable. If technological advancements drive the commercially reasonable standard to change, Customer agrees to comply with the new standard.

e. Customer has and will conduct an annual audit to ensure that the financial information that Customer obtains from Receivers is protected

by security practices that include adequate levels of: (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage and distribution of financial information. Customer will provide proof of Customer's security audits to Bank upon request. Any such information provided to Bank shall be kept confidential. Bank may cease processing Entries for Customer if Bank in its sole discretion determines that Customer's security procedures are inadequate.

15. Telephone-Initiated Entries. NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to the Receiver's oral authorization and banking information obtained via the telephone ("TEL Entry"). In the event that Customer initiates a TEL Entry to Bank, Customer agrees that such TEL Entry will comply with all provisions of this Agreement and applicable Rules, and makes the following additional representations and warranties regardless of which entity initiates the TEL Entry on its behalf:

a. Receiver Authorization. Customer shall obtain the Receiver's explicit authorization prior to initiating a Debit Entry to the Receiver's account. In the event that Customer obtains the Receiver's authorization verbally, Customer will either tape record the Receiver's oral authorization or provide, in advance of the settlement date of the Entry, written notice to the Receiver that confirms the oral authorization. Customer agrees that, at a minimum, the following specific information is disclosed to, and acknowledged by, the Receiver during the telephone call:

- (i) the date on or after which the Receiver's account will be debited;
- (ii) the amount of the Debit Entry to the Receiver's account;
- (iii) the Receiver's name;
- (iv) a telephone number that is available to the Receiver and answered during normal business hours for customer inquiries;
- (v) the date of the Receiver's oral authorization; and
- (vi) a statement that the authorization obtained from the Receiver will be used to originate an ACH debit to the Receiver's account.

Customer shall retain either the original or a duplicate tape recording of the Receiver's oral authorization or a copy of the written notice confirming the Receiver's oral authorization for two years from the date of the authorization, and shall immediately provide same to Bank upon request.

If Customer chooses to provide the Receiver with written notice confirming the Receiver's oral authorization, Customer will disclose to the Receiver during the telephone call the method by which such notice will be provided.

b. Security Procedures. In addition to all other representations and warranties contained herein, Customer also represents and warrants the following each time it delivers a TEL Entry to the Bank that it has (a) utilized a commercially reasonable security procedure to verify the identity of the Receiver, including name, address and telephone number; and (b) further that Customer has established commercially reasonable procedures to verify the accuracy of the Receiving Depository Financial Institution's ABA routing and transit number.

16. Accounts Receivable and Back Office Conversion Entries.

NACHA Rules allow Customer to utilize ACH to collect consumer check payments received via U.S. mail or at a dropbox location ("ARC Entry"). NACHA Rules also enable Customer to convert during back office processing checks presented either at the point of purchase or a manned bill payment location ("BOC Entry"). In the event that Customer initiates an ARC or BOC Entry to Bank, Customer agrees that such ARC or BOC Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the ARC or BOC Entry on its behalf:

a. Prior to the receipt of each check, Customer has provided clear and conspicuous notice to the Receiver: (i) that receipt of the check is authorization for a payment as a check transaction or for a one-time

ACH debit to the Receiver's account; and (ii) of Customer's phone number for inquiries regarding BOC Entries.

b. Customer shall provide a copy of the notice to the Receiver at the time of the transaction if Receiver presents the check in-person.

c. Each check is eligible as a source document under NACHA Rules to be collected via an ARC or BOC Entry.

d. The amount of the entry, the routing number, the account number, and the check serial number are in accordance with the source document.

e. The source document to which the ARC or BOC Entry relates will not be presented for payment.

f. Customer has established policies and procedures to destroy the source document as soon as is reasonable and shall use commercially reasonable methods to securely store the source document until such destruction.

g. Customer shall use commercially reasonable methods to securely store the banking information relating to the ARC or BOC Entry.

h. Customer shall retain a reproducible and legible image, microfilm or copy of the front of the Receiver's source document for two years from the settlement date of each ARC or BOC Entry, and shall immediately provide same to Bank upon request.

i. For BOC Entries, Customer has employed commercially reasonable procedures to verify the identity of each Receiver of BOC Entries.

j. For BOC Entries, Customer maintains a working telephone number that is answered during Customer's normal business hours for Receiver inquiries regarding BOC transactions.

17. Point of Purchase (POP) Entries. NACHA Rules allow Customer to initiate a Debit Entry to a Receiver's account for in-person purchases made by check at the point-of-purchase ("POP Entry"). In the event that Customer initiates a POP Entry to Bank, Customer agrees that such POP Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the POP Entry on its behalf:

a. Customer has posted a notice in a prominent and conspicuous location at the point-of-purchase and provided Receiver with a written notice of same: (i) that when a check is provided as payment, it is authorization for payment as a check transaction or for a one-time ACH debit to the Receiver's account; and (ii) that funds may be withdrawn from the Receiver's account the same day payment is made.

b. Each check is eligible under NACHA Rules to be collected via a POP Entry and the Receiver has not opted out of check conversion.

c. Customer has returned the voided source document to the Receiver after capturing the necessary check information and the source document was not previously negotiated, voided, or provided by the Receiver for use in any prior POP Entry.

d. Customer has obtained the Receiver's authorization and provided a copy of same to Receiver, which: (i) is in writing and signed or similarly authenticated by the Receiver; (ii) is readily identifiable as an ACH debit authorization; (iii) clearly and conspicuously states its terms; and (iv) states that the check will not be processed.

18. International ACH Transactions (IAT) Entries. NACHA Rules allow Customer to initiate or receive international payment transactions transmitted via the ACH network. In the event any part of an Entry originates from, or is transmitted to, a financial agency office located outside the territorial jurisdiction of the United States that handles the payment transaction ("IAT Entry"), Customer agrees that such IAT Entry will comply with all provisions of this Agreement and applicable Rules. Customer also makes the following additional representations and warranties regardless of which entity initiates the IAT Entry on its behalf:

a. Customer is in compliance with U.S. law, including, but not limited to, Customer's obligations under programs administered by OFAC and FinCEN.

b. The origination of an outbound IAT Entry is in compliance with the laws and payment system rules of the receiving country.

c. In the case of an IAT Entry to a non-consumer account, Customer has an agreement with the Receiver whereby the Receiver has agreed to be bound by the Rules.

IAT Entries may be processed by Bank through a correspondent bank. Bank assumes no liability for delays, non-delivery, late returns or other events resulting from processing delays by the correspondent bank or for other causes beyond Bank's control. Cancellation or amendment of an IAT Entry involving non-US dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled or amended Entry to Bank at the then current applicable foreign currency buy rate.

19. Third Party Vendors. If Customer initiates Entries through a third party vendor or processor ("Vendor"), Vendor is the agent of Customer and not of Bank. If Customer uses a Vendor, Customer shall be deemed to have authorized Bank to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came direct from Customer and Customer shall be responsible for insuring that such Vendor fully complies with the Rules and this Agreement. Bank is not responsible for the acts or omissions of Vendor and Customer agrees to be liable for and hold Bank harmless from, any losses caused by the acts or omissions of Customer's Vendor.

20. Third Party Sender. If Customer is transmitting Entries as a third party vendor or processor on behalf of originators ("Third Party Sender"), Customer agrees to be bound by the applicable terms provided in this Section D and NACHA Rules. Customer warrants to Bank that the originator has agreed to assume the responsibilities of an Originator under NACHA Rules and that ACH Entries shall not be initiated in violation of laws of the United States. Customer represents that it has executed an ACH agreement with each Originator and that the agreement binds the Originator to the NACHA Rules. Customer shall provide Bank with the list of Originators, copies of the agreements, and other information deemed reasonably necessary to identify the Originators within two (2) banking days of Bank's request. Bank reserves the right to review the list of Originators for which Customer is transmitting the Entries and to reject any in Bank's sole discretion. As Third Party Sender, Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Originator to perform its obligations as an Originator under NACHA Rules. Customer further agrees to assume all applicable responsibilities, warranties and liabilities of the ODFI, as specified in the NACHA Rules. Customer shall cooperate fully and respond within five (5) banking days to any inquiry from Bank relating to potential NACHA Rule inquiries or violations.

21. Cash Concentration/Deposit Reporting Services. Customer may request Bank to provide deposit reporting Services based on information provided by the Customer or its designated Agent. Information will be delivered to Bank at the time and location established by Bank. Bank has no responsibility for the accuracy of any information provided by Customer. Customer may authorize Bank to initiate Credit or Debit Entries to accounts designated by Customer at other financial institutions. Bank will initiate such Entries in accordance with agreed procedures. Customer agrees to authorize Receiving Depository Financial Institutions to honor such transactions.

22. ACH Positive Pay Service. ACH Positive Pay Service assists Customer in detecting fraud by electronically matching incoming ACH transactions to authorizations that Customer can create and manage online. If ACH Positive Pay Service is selected by Customer, Customer shall designate the account(s) maintained at Bank that are to be used with the ACH Positive Pay Service ("Account"). Customer shall create authorizations for incoming ACH Credit and/or Debit Entries that it desires to post to the Account. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Bank will allow incoming ACH Entries that match Customer's authorizations to post to Customer's Account. Incoming ACH transactions that do not match Customer's authorizations will be treated as exception items, and

Customer agrees to monitor, review and make payment decisions on the exception items prior to Bank's established deadline. If Customer's requested default setup is for Bank to pay all exception items, then such exception items shall post to Customer's Account unless Customer has instructed Bank to return one or more exception items prior to the established deadline. If Customer's requested default setup is for Bank to return all exception items, then Bank is authorized to return all exception items unless Customer instructs bank to pay one or more exception items prior to the established deadline. Bank shall have no responsibility for any liability, loss or damage resulting from: (i) payment in accordance with this section of any exception item that is unauthorized; (ii) the return of any exception item to the Originator in accordance with this section; or (iii) Customer's failure to meet Bank's established deadlines. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any item, and shall not obligate Bank to return any item if it is otherwise authorized.

23. Secure Vault Payments. Secure Vault Payments is an ACH Service that allows Customer to process online payments received from consumers who initiate secure electronic ACH payments using their financial institutions' online banking Web sites (a "Vault Transaction"). The financial institutions will authenticate consumers and provide Customer with real-time authorization and confirmation of payment. Prior to accepting Vault Transactions, Customer shall provide all necessary information as may be requested by Bank or NACHA, and Customer shall be certified to accept Vault Transactions by a NACHA-approved switch provider. If Customer is sponsored by Bank and approved by NACHA for Secure Vault Payments, Customer agrees:

a. To comply with NACHA's Secure Vault Payments System Operating Rules (the "Vault Rules") and its applicable technical requirements, NACHA Rules, this Agreement, and any applicable law, regulation and clearinghouse rules;

b. To permit Bank to amend this Agreement from time to time as necessary to ensure compliance with the Vault Rules and applicable law, regulation and clearinghouse rules;

c. To authorize Bank or NACHA to immediately terminate or suspend Customer's participation in the Secure Vault Payments System as provided in the Vault Rules, including but not limited to, based on incident rates involving fraud, chargebacks or unauthorized transactions;

d. To use the Vault Mark(s) solely in accordance with the Vault Rules and the Graphic Standards Manual;

e. To provide its consumers with the goods and services as described or as advertised, failing which Bank is authorized to debit Customer's account for the value of such goods or services;

f. To cooperate with Bank on a best efforts basis to prevent delivery of any fraudulently purchased goods or services in the event Bank determines a consumer payment may have been unauthorized or fraudulently initiated;

g. Not to initiate a Vault Transaction on behalf of its consumer; and

h. To indemnify and hold Bank harmless for any and all losses incurred by Bank, and for fees, fines or sanctions imposed by NACHA on Bank for the acts or omissions of Customer in connection with the Secure Vault Payments System and Vault Transactions.

Bank shall periodically review Customer's transaction history and return rates and reasons, including Customer's compliance with the Vault Rules, and Bank may, in its sole discretion, require Customer to establish a reserve account or take other measures to mitigate Bank's exposure. Upon termination of the Secure Vault Payments Service, Customer agrees Bank may withhold sufficient funds in Customer's account for a period of time to cover any chargebacks, returns or fees.

E. WIRE TRANSFER SERVICES

1. Introduction.

a. **Governing Law.** Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks or other provider in accordance with section II.23.A.). All funds transfers are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable federal, state and local laws and regulations. Customer agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law.

b. **Authorized Users.** Customer will designate to Bank in the form required by Bank those individuals authorized to instruct Bank regarding wire transfer Services including without limitation, individuals authorized to initiate payment orders and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by Bank. Bank may rely on any such authorization until it has been revoked in writing by Customer. Bank shall have a reasonable time to process any revocation received pursuant to this section.

2. **Routing/Time Deadlines.** Bank may use means and routes that Bank thinks in its own discretion are suitable for each outgoing wire transfer. Bank will establish from time to time a specific time of day after which Bank will not accept an incoming payment order to be processed on the day of receipt. Payment orders received after Bank's established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day.

3. Payment Orders.

a. **Communication.** Customer may communicate a payment order to Bank by the means and manner agreed to between the parties.

b. **Content of Payment Orders.** Customer will supply to Bank any information Bank may reasonably request regarding any payment order initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the name and routing number or bank identifier code of the beneficiary's financial institution, such additional information as Bank may reasonably request and, if necessary, further evidence of any Agent's authority to transfer funds or to do any other act contemplated by this Service.

c. **Execution of Payment Orders.** Customer authorizes Bank to execute and charge Customer's account(s) with Bank for payment orders delivered to Bank in accordance with this Agreement. Bank has no obligation to execute a payment order if Customer's account to be charged has insufficient collected and available funds to cover the order.

d. **Processing Payment Orders.** The order in which Bank processes wire transfer payment orders is determined solely by Bank. Customer does not have the right to reverse, adjust or revoke any payment order after it has been received by Bank, provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, Bank shall, at Customer's request, request the financial institution to return funds previously transferred. Customer understands that the receiving institution is under no legal obligation to comply with this request.

e. **Rejection of Payment Orders.** Bank may reject a payment order from Customer if such payment order is not initiated in accordance with the applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such payment order satisfactory to Bank, if there are insufficient collected funds in Customer's specified account to fund the payment order, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Customer by telephone that it has rejected a payment order. Bank may also reject an incoming payment order if it has reasonable grounds to do so.

f. **Standing Payment Orders.** If requested by Customer and agreed to by Bank, Customer may initiate a standing payment order, which is one where the Customer pre-programs the beneficiary, the beneficiary's

financial institution, and the accounts to be debited and credited and such information remains constant for subsequent payment orders. Customer shall provide Bank with the necessary information to execute the standing payment order, including, without limitation, the dollar amount to be transferred or the desired peg balance, the frequency of the order and the day of week or month when the payment order is to be executed. Customer may terminate a standing payment order at any time upon receipt by Bank of a written notice. Bank shall have a reasonable time to act on such notice.

g. Batch Wire Transfers.

(i) **Service Specifications.** If requested by Customer and agreed to by Bank, Customer may initiate payment orders from its computer to Bank's computer, subject to the provisions of this Agreement. Customer will comply with interface specifications established by Bank, including, without limitation, file formats and means of data transmission (the "Specifications"). Bank may furnish Customer with modifications to the Specifications and Customer shall implement such modifications as soon as reasonably practicable.

(ii) **Wire Transfer Software, Confidentiality.** Customer shall be solely responsible for creating the computer programs to implement the Specifications ("Wire Transfer Software"). Customer shall maintain the confidentiality of the Specifications and the Wire Transfer Software and permit access solely to those responsible for supporting the Wire Transfer Software or authorized to initiate Payment Orders. Customer shall implement passwords and other security devices commensurate with the highest level of security afforded by Customer to other computer programs and confidential information of Customer.

4. Confirmation of Outgoing Wire Transfers.

a. **Confirmation Method.** Customer and Bank shall agree to the method of confirming payment orders received from Customer. Customer shall designate Authorized Users to confirm payment orders. Bank recommends a minimum of three potential Authorized Users to confirm payment orders and that Authorized Users serve as an initiator or a confirmer, but not both. Notwithstanding Bank's recommendation, if Customer permits an Authorized User to act as both initiator and confirmer, Customer hereby authorizes Bank to process a wire initiated and confirmed by such Authorized User. Customer may add, change or delete the Authorized Users in accordance with Section II.9. of this Agreement. In the event the designated Authorized Users with authority to confirm are not available to confirm a payment order, Customer agrees that Bank may, at its discretion, elect to process the payment order initiated by an Authorized User. Customer agrees to be bound by any such payment order processed by Bank.

b. **Waiver of Confirmation.** Bank advises Customer not to waive confirmation. If Customer, however, chooses to waive confirmation, Customer agrees to be liable for all outgoing payment orders, except those payment orders where (1) Customer is able to conclusively prove that the unauthorized transfer could not have been prevented by the use of confirmation procedures; (2) Bank is unable to produce any evidence that the unauthorized transfer could have been prevented by the use of confirmation procedures; and (3) Customer is not otherwise liable for the transfer under this Agreement or applicable law. Customer acknowledges that not using confirmation procedures substantially increases Customer's risk of liability for an unauthorized wire transfer.

c. **Confirmation of Wire Transfers Initiated through electronic Bank applications.** The confirmation of payment orders initiated by Customer through electronic Bank applications shall be verified and approved by Customer prior to their transmission to Bank. All payment orders shall be initiated and confirmed in accordance with the security procedures established for the relevant application.

5. Advices.

a. **Advice Method.** Customer will select the type of advice it wishes to receive after Bank receives an incoming wire transfer. If Customer selects telephonic advices, Customer may designate person(s) to be contacted and telephone numbers to be used for advice purposes. Bank shall not be required to make more than one attempt to reach

Customer's designated location by telephone. If Bank is able to reach the Customer's designated location, but not Customer's designated Agent, Bank may leave a message containing the information to be conveyed.

b. Advices by Facsimile. If Customer selects advices by facsimile ("fax"), Customer shall exercise extreme care in maintaining its own security in the receipt of fax advices. Customer acknowledges that the information to be received by fax may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information, and the text of incoming wires. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential. Customer agrees to indemnify, defend and hold Bank harmless against any and all claims, demands, expenses, liabilities and damages, including attorney fees at trial and on any appeal or petition for review, incurred by Bank arising directly or indirectly from the transmission by fax of an incoming wire transfer advice.

c. Waiver of Advice. Customer may waive its right under the Uniform Commercial Code to receive advices by so indicating on the applicable Implementation Documents.

6. International Wire Transfers.

a. General. Wire Transfers across country borders are customarily done by Bank through a correspondent bank. Outgoing US dollar payment orders to selected countries may be converted by Bank or its correspondent to the local beneficiary's currency at the applicable rate in effect at any point in the processing chain, unless Customer has instructed Bank not to convert the currency. Any fee, commission or charges assessed by Bank or the correspondent bank shall be passed on to the Customer or deducted from the wire transfer amount by Bank or the correspondent bank. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for delays, non-delivery or other events resulting from causes beyond Bank's control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent bank processing the transfer. Cancellation of a transfer involving non-US dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled payment order to Bank at the then current applicable foreign currency buy rate.

b. Remittance Transfer Provider. If Customer is at any time classified as a Remittance Transfer Provider under Regulation E, Customer represents, warrants and agrees that:

- (i)** Customer shall be responsible for performing and complying with the requirements of 12 CFR Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers;
- (ii)** Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and
- (iii)** Even if Bank is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

Customer agrees to indemnify and hold Bank harmless from and against any and all loss, liability, damage, costs and expenses (including attorneys' fees) that Bank may sustain in reliance on Customer's representations and warranties set forth herein.

7. Reverse Wire Transfers.

a. Authorized Debits. If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer's account(s) with Bank upon receipt of a Fedwire drawdown request, and to send funds to the Requesting Bank. Each transfer will be done on the Business Day Bank receives the incoming request from the Requesting Bank if the request is received within a reasonable time to determine whether Customer's Account has sufficient available funds and to obtain access to the Federal Reserve network prior to the close of business.

b. Reverse Wire Funding. Customer acknowledges and agrees that Bank may reject any reverse wire request in excess of the collected and available balance. Requesting Bank will be notified if the request is rejected by Bank.

c. Wire Transfer Numbers. Customer's obligation to pay Bank the amount of the funds transfer in the event that the Fedwire message does not identify the same account or financial institution is not excused in such circumstances. When names and numbers are inconsistent, the numbers shall control. With respect to incoming wire transfers that do not indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability. Customer does not have the right to reverse, adjust, or revoke any Fedwire message after it is received by Bank; however, Bank will use reasonable efforts to act on such a request by Customer to reverse, adjust or revoke such message before Bank has sent the outgoing wire transfer. With respect to an outgoing wire transfer already transmitted by Bank, Bank shall, at Customer's request, request the receiving financial institution to return funds previously transferred. Customer understands and agrees that the receiving financial institution may or may not comply with any such request.

d. Authorizations. Customer's authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Customer.

e. Limitation on Bank's Liability. In consideration of Bank's compliance with this authorization, Customer agrees that Bank's treatment of any charge, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Customer. Bank shall have no liability if any charge is dishonored.

8. Additional Limits on Bank's Liability. Bank is responsible only for performing the Services described in this Section. Bank shall not be responsible for the acts or omission of Customer, any Federal Reserve Bank or other financial institution, any transmission or communication, or any other person and no such person shall be deemed to be Bank's agent under this Agreement.

F. DATA TRANSLATION SERVICES

1. Introduction. Bank may provide electronic data integration, custom formatting, or data translation ("Data Translation Services") to electronically streamline the exchange of payments, remittance and other information between Customer and Bank and between Customer and its trading partners. If requested by Customer and agreed to by Bank, Bank will provide Data Translation Services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Data Translation Services shall be governed by this Section and all other relevant sections of this Agreement.

2. Scope of Services. Data Translation Services may be used by Customer to initiate and receive payments using multiple payment channels or networks such as checks, wire transfers, ACH, credit card and SWIFT, and to provide and receive business communications such as remittance data, payment data, invoices, confirmations, orders, or other information in Customer's preferred format. In order to obtain Data Translation Services, Customer must maintain an analyzed demand deposit account with Bank.

3. Entry Origination/Processing Dates/Deadlines. Customer may from time to time deliver to Bank requests to format information for payments and/or other data translation via the agreed upon means (collectively, "Data Translation Request(s)"). All Data Translation Requests shall conform to the content, format, deadlines and other specifications that may be established by Bank or a third party software program approved by Bank for use with the Service. Bank may establish different deadlines for Data Translation Requests depending on the method of delivery employed by Customer and all such deadlines are subject to change. Bank must receive Customer's Data Translation Requests at or prior to the deadline established for processing on the Business Day of receipt. Data Translation Requests received after the deadline will be processed on the next Business Day. Customer will be notified if a Data Translation Request is rejected in accordance with procedures established by Bank. Customer represents and warrants that all information in each Data Translation Request delivered to Bank by Customer shall be accurate, timely, authorized and will otherwise comply with all applicable laws, rules and regulations.

4. Content and Transmission of Information. Data Translation Requests are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to a Data Translation Request which is inaccurate, incomplete, duplicative, or otherwise incorrect. Customer shall retain data on file adequate to permit Customer to remake each request for at least ten (10) Business Days following the date a file is sent to Bank, and shall provide such data to Bank on request. Customer acknowledges that Bank has no obligation to maintain back-up copies of requests or other information delivered by Customer to Bank. Customer acknowledges that Data Translation Services may involve the transmission of confidential consumer information that may be subject to privacy laws and regulations, including breach notification regulations. Customer agrees to notify Bank if Customer sends or receives protected health information as part of Data Translation Services. If Customer is the recipient of misdirected information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

5. Payment Requests. Customer agrees that its requests to initiate payments utilizing Data Translation Services shall be governed by this Section, the sections of this Agreement governing the applicable payment mechanism, and all other applicable laws, rules and regulations governing the relevant payment mechanism. Customer authorizes Bank to execute all electronic and check payment requests ("Payment Requests"), and settle to the Customer's account all Payment Requests, delivered to Bank in compliance with the terms of this Agreement, including the security procedures. Customer is solely responsible for initiating the Payment Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or its customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to allow sufficient lead-time.

a. Electronic Payment Requests. Customer may from time to time request that Bank initiate electronic payments using the ACH network, the credit card network, the SWIFT network, the wire transfer system or other electronic funds transfer system ("Electronic Payment Requests"). Except as may be provided elsewhere, Customer may not amend or revoke Electronic Payment Requests after they have been received by Bank. Customer acknowledges that the rules of NACHA and other electronic funds transfer systems may make any credit provisional until the financial institution crediting the account of the beneficiary specified in an Electronic Payment Request receives final settlement and that if the financial institution does not receive final settlement, it is entitled to a refund and Customer shall be deemed not to have paid the beneficiary. Electronic Payment Requests with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Electronic Payment Request, including selection of a funds transfer system, routing, and means of transmission.

b. Check Payment Requests Customer may from time to time request that Bank print checks and related remittance information ("Check Payment Request(s)") and issue and distribute such checks and information. Customer shall designate the account(s) from which Bank is to make payment ("Payment Account") and shall maintain a sufficient balance in the Payment Account to fund its Check Payment Requests. To mitigate against fraud, Bank may require that Customer utilize Bank's Positive Pay Services in conjunction with the Payment Account. Customer agrees that checks drawn in a manner consistent with a Check Payment Request shall be duly authorized to the same extent as a check drawn and signed by Customer and is properly payable by Bank. Customer authorizes Bank to deduct the Payment Account in the amount of the Check Payment Request. If there are insufficient funds in the Payment Account to make a Check Payment Request, Bank may in its sole discretion either refuse to make the payment, or make the payment and overdraw the Payment Account. In either event, Customer shall incur fees as disclosed by Bank in the account agreement and related fee schedules and other disclosures. Customer has no right to reverse, adjust or revoke any Check Payment Request after it has been received by Bank. Bank will, however, make reasonable efforts to act on such a request by Customer.

6. Security Procedures. Customer shall comply with all security procedures established by Bank for Data Translation Services. Customer agrees that all Data Translation Requests that involve the exchange or transmission of banking information shall only use secure transmission options supported by Bank. For some Services, such as ACH, Customer and Bank may establish alternative, comparable security procedures for accessing such Services when Data Translation Services are utilized. Customer is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Customer's computer systems by unauthorized employees, vendors or customers. Bank has no responsibility for the security procedures employed by Customer's trading partners.

7. File Confirmation Procedures. Customer shall at all times comply with the applicable file confirmation procedures established by Bank. File confirmation procedures utilizing Data Translation Services are solely for the purpose of verifying Bank's receipt of the Payment Requests but not for identifying errors in transmission or content.

a. Control Totals. Customer shall call Bank's Audio Response Unit ("ARU") or send a data file to Bank providing the total items and dollar value of the Payment Requests and any other necessary information ("Control Totals"). After Bank receives Customer's Payment Requests, Bank will compare the Payment Requests to the Control Totals. If the Control Totals match the Payment Requests, Bank will process the Payment Requests. Bank will not process the Payment Requests if Bank does not receive conforming Control Totals on or before the established delivery deadline. Bank will notify Customer if the Control Totals do not match the Payment Requests, or if Bank receives Payment Requests without receiving Control Totals or vice versa.

b. File Status Manager. File Status Manager is an elective Service that allows Customer to confirm that Bank has received Customer's files. Using a secure Web site, Customer may view the status of Data

Translation files sent by Customer to Bank. If Customer selects this Service, Customer agrees to promptly and regularly review the status of all files displayed in the File Status Manager and to notify Bank if any files sent by Customer were not received by Bank. Customer bears sole responsibility for any inaccurate or incomplete information sent to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's files.

G. COURIER SERVICES

1. Introduction. Courier Services are offered by Bank for Customers who require ground transportation for the pick-up, transportation and delivery of non-cash banking transactions to Bank locations other than a cash vault. Bank has selected a third party courier ("Courier") to provide the transportation Services on Customer's behalf.

2. Deposit Contents. Customer acknowledges that the Courier Services is not an armored delivery service and agrees to tender check-only deposits to the Courier. Customer agrees that it shall not deposit any currency, securities, documents or other items which cannot be reconstructed or duplicated. Any deposits of cash using this Service shall be at Customer's peril and Customer agrees to assume any and all risk of loss associated with tendering cash deposits.

3. Courier as Agent of Customer. Customer acknowledges and agrees that the Courier is the Agent of Customer and not of Bank. Until Bank actually receives a delivery in accordance with section 7 below, Bank assumes no risk of loss or theft by third parties or employees of the Customer or the Courier. Bank makes no representation or warranty regarding, and assumes no responsibility with respect to, any services performed or promised by the Courier. The Courier maintains ultimate responsibility for scheduling, movement and routing.

4. Packaging. Customer agrees to tender deposits to the Courier using an undamaged and properly fastened bag. Customer shall prepare in duplicate, deposit tickets that list the deposit contents, the total dollar amount of the deposits, and the account or accounts of Customer at Bank to which the checks shall be deposited. Customer agrees to place the original deposit ticket in the bag, and to retain the duplicate ticket.

5. Reconstruction. Customer agrees to maintain a complete and accurate reconstructible deposit listing of each deposit given to the Courier. Customer agrees to reasonably and promptly cooperate with Bank and/or the Courier in the notification, identification and replacement of any damaged, lost or destroyed deposit items. Such cooperation shall include reasonable requests by Customer to the makers of the checks to issue duplicates for the damaged, lost or destroyed items. Customer shall notify Bank of any damaged, lost or destroyed items no later than sixty (60) days following the day the items were delivered to the Courier. Bank shall have no obligation to research any damaged, lost or destroyed items if Customer fails to notify Bank within the prescribed time.

6. Processing. Bank is authorized to open the bag and to process the contents in accordance with Bank's normal procedures and any applicable availability schedules. All deposits shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer absent manifest error. If Bank discovers a discrepancy between the contents of the bag and the deposit ticket, Customer hereby authorizes Bank to process and deposit the contents, and to complete an adjustment ticket, which will be mailed or delivered to Customer.

7. Actual Receipt Required. Bank is not liable for any losses, damage or destruction of items that occur while in the custody of the Courier. Bank shall not be considered as an insurer of any deposits placed with the Courier until such time the deposits are received and acknowledged by Bank. Deposits delivered to the Courier are not considered received by Bank until they are actually delivered to Bank's processing center.

8. Delivery of Deposits. Deposits delivered by the Courier after Bank's deadline for the receipt of deposits, may, at Bank's discretion, be held and credited to the Customer's account the next Business Day. Courier Service deliveries on Saturdays, Sundays and on days recognized as bank holidays (when available), shall be held and credited to the Customer's account the next Business Day.

H. CASH VAULT SERVICES

1. U.S. Currency. The Terms "cash", "coin" and "currency" as used herein shall refer to coin and currency of the United States. Customer shall not deposit coin or currency of any other country.

2. Account. All deposits of currency, coin, checks and food coupons will be credited to, and all withdrawals of currency, coin and checks will be debited against, Customer's deposit account at Bank (the "Account") which Customer has designated as being covered by the Services described herein. Customer agrees that it shall not deposit any items, instructions or objects other than currency, coin, checks and food coupons, and agrees to assume any and all risk of loss associated with tendering items not specified herein.

3. Deposits.

a. Customer shall supply and maintain clear disposable plastic bags used for deposits. Plastic bags shall be sealed according to manufacturers' instructions. Customer will prepare deposits in good order as follows: (i) currency and food coupons will be batched separately with each accompanied by a deposit ticket fully completed by Customer; (ii) currency and food coupons will be banded with 100 notes of the same denomination whenever possible; (iii) food coupon deposits must include Agricultural Department Redemption Certificates; (iv) deposits will be delivered by Customer's certified armored carrier to the secured facility specified by Bank; and (v) to receive same date credit, deposits must be made prior to the daily cut-off time established by Bank from time to time, and any deposits received by Bank after its daily cut-off time may be considered to have been received on the next banking day.

b. Bank will process Customer's deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposit tickets that are missing, blank or do not contain legible "declared balances are subject to delayed ledger credit of one banking day; and (iii) coins, currency and food coupons will be counted and Bank's count will be the valid and controlling count.

c. If there is a currency and coin variance of more than \$10.00 from the declared balance on Customer's deposit ticket, Bank shall adjust Customer's currency and coin deposits through a separate debit or credit to Customer's account. Any such adjustment shall not be reflected on Customer's deposit ticket. Deposit tickets containing a declared total that includes check deposits, may require a separate and additional adjustment for any variances to Customer's check deposits. If there is a currency and coin variance of \$10.00 or less from the declared balance on Customer's deposit ticket, Bank shall not make any adjustment to Customer's currency and coin deposits, and shall credit Customer's account based on Customer's declared balance. Bank will notify Customer promptly by telephone of any deposit for which Bank's count varies from Customer's count by \$100.00 or more. Upon request, Bank will provide Customer with any available information which may assist Customer in reconciliation of the difference.

d. Deposited items will be deemed received on the day of delivery if Bank receives the deposit prior to Bank's established deadlines. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by Customer shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer for all purposes, absent manifest error.

e. If Customer chooses to pre-encode its checks or other items for deposit, Customer agrees to comply with the pre-encoded deposit procedures and specifications as may be established and revised by Bank. Customer shall be responsible for any of its encoding errors. Bank may treat certain deposits as unencoded deposits if there is an unacceptable rate of encoding errors.

4. Withdrawals.

a. Bank may provide Customer with United States currency and coin in designated denominations from time to time as requested by Customer through the Bank's automated ordering system ("Cash Orders"). Customer must comply with all of Bank's policies and procedures regarding the placement and delivery of Cash Orders, including, without limitation, the maintenance of a designated password. Customer shall be responsible for maintaining the confidentiality of Customer's password and restricting access to the system to authorized Agents. All Cash Orders will be charged to the account designated by Customer and must be picked up by Customer's Agent or sent by registered mail to a street address. Only armored couriers may pick up Cash Orders directly from a cash vault operated by Bank. Bank may release any Cash Order to any individual that Bank reasonably believes to be Customer's Agent. Customer shall be responsible for any Cash Order after receipt thereof by the Agent. Bank may specify a daily Cash Order limit and Customer agrees that it will not initiate a Cash Order in excess of the designated limit. In no event shall Customer initiate a Cash Order in excess of the immediately available funds in the designated account.

b. Customer may order currency and coin from Bank as follows:

- (i) The preferred order for currency is in standard full strap quantities only.
- (ii) Coin may be ordered in standard full box units (50 rolls), individual rolls or loose standard bags only.
- (iii) A charge for the face value of the monies ordered will be made to the Account on the day the order is processed by Bank.
- (iv) Orders for coin and currency may be placed no later than the cut-off time established by Bank from time to time for delivery on the next banking day. Depending on Customer's location, select cash vault sites may require a minimum two-day lead time for coin and currency orders.
- (v) Bank must be notified of any discrepancies pertaining to currency or coin orders within two banking days of receipt by Customer of such currency or coin. Customer must return documentation to back-up outages such as strap, coin, wrapper and/or box.

5. Processing. Bank will provide processing on all days Monday through Friday, except for holidays on which Bank is closed. Cash Vault Services using third party vendor applications with time stamp data are for informational purposes only and may not reflect actual timing of receipt, posting or verification of Customer's deposits by Bank. Bank shall not be liable for any inaccurate or incomplete information with respect to such time stamp data provided to Customer.

6. Carrier Service. Any carrier service utilized to deliver or secure coin, currency or other property to or from Bank, including, without limitation, the United States Postal Service, will act as the agent of Customer and not of Bank. Customer and carrier shall agree upon the delivery days and times. Customer will bear the entire risk of loss of coins, currency or other property of Customer when in the custody or control of Customer's carrier service.

7. Remote Cash Deposit. The Remote Cash Deposit Service allows Customer to contract directly with one or more armored carriers to utilize a 'smart' safe at one or more Customer locations that will enable Customer to receive Bank-offered provisional credit for the currency residing in each safe. If this Service is selected by Customer and agreed to by Bank, the armored carrier is responsible for providing on-going maintenance for the safe, currency pickups, and delivery of the currency to Bank. Bank shall not be responsible for the safe or any aspect of the Service provided by Customer's armored carrier. Prior to Bank's established cut-off time, the armored carrier will provide Bank with an electronic presentment file of the currency amount at each safe location. Bank will post to Customer's Account the credits, debits or adjustments in the presentment files sent by the armored carrier. Bank shall provide provisional credit only for the declared values in the presentment file that were verified and accepted by the safe's currency acceptor. All coin, check, mutilated currency, coupons or other similar items shall not be deposited in the safe, shall be handled by Customer as a separate

deposit and will not be given provisional credit under the Remote Cash Deposit Service. Customer must deliver the physical currency to Bank within applicable timeframes that are dependent on Customer's pickup frequency, which in no event shall be greater than fifteen calendar days after Customer receives the provisional credit. Any physical currency not received by Bank within the applicable timeframes will be debited from Customer's Account without further notice. Bank shall charge Customer's Account for any counterfeit currency deposited in the safe. Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from Customer's failure to maintain sufficient funds in its Account to cover any obligations incurred hereunder. Customer acknowledges and agrees that all items deposited in the safe, including, but not limited to, all coin, currency, checks, securities, bonds, and other valuables (without limitation, "Safe Contents") are held in trust solely for the benefit of Bank. Customer has no right, title and interest in the Safe Contents after they are deposited in the safe and that Customer has no present ability and will not have the future ability to remove the Safe Contents from the safe. Customer further acknowledges and agrees that the provisions contained herein are enforceable against it regardless of whether Customer owns or leases the safe located at any Customer location.

8. Representations. Customer represents and warrants to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer's lawful activities and (b) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

9. Regulatory Compliance. Customer shall provide Bank immediately upon request with any information, and otherwise shall cooperate with Bank in every way necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

10. Agents. Bank from time to time may use a third party or agent to receive Customer's deposits, to deliver Customer's coin and currency orders, or to perform any other Services of Bank hereunder. Bank will provide Customer with all necessary instructions for contact with such third party or agent. Customer agrees to implement and properly use any and all other security procedures prescribed or recommended by any third party or agent providing this Service on Bank's behalf and agrees to hold Bank harmless from any claims or losses arising from Customer's failure to implement and properly use any security procedures prescribed or recommended by such third party or agent. If Customer uses its own agent or vendor to provide a specific service for Customer, Customer agrees Bank shall not be liable for the actions of such agent or vendor.

I. U.S. BANK EASYTAXSM SERVICES

1. Authorization; Enrollment. If the EasyTax Service is requested by Customer and agreed to by Bank, Bank will electronically enroll Customer in the Electronic Federal Tax Payment System (EFTPS) if Customer desires to make federal tax payments via EFTPS. Electronic enrollment will allow Bank to process Customer's tax payments in compliance with EFTPS through Bank's tax payment system only. If Customer chooses to pay federal taxes by any other means, payments may not be EFTPS compliant. Customer understands that Bank's EFTPS enrollment form 8655 does not replace the EFTPS form 9779, which is sent to mandated companies by the Internal Revenue Service. Customer may also make state tax payments using EasyTax. Customer agrees that the EasyTax Service shall be governed by this Section and all other relevant sections of this Agreement.

2. Submission of Information. Customer shall furnish Bank with complete and accurate master file information which shall enable Bank to file tax deposits via ACH with the appropriate tax authorities in a timely manner. The Service provided by Bank hereunder shall be based solely upon the information furnished by Customer to Bank. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Customer bears sole and exclusive responsibility to verify that the information provided to Bank is complete and accurate. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to information that is inaccurate, incomplete or otherwise incorrect. The Service provided hereunder does not relieve Customer of any duty imposed on Customer by law to maintain records or from verifying and, if necessary, immediately correcting in writing all data received from Bank relating to the Service. Customer agrees to be bound by any instructions, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures. Customer shall indemnify and hold Bank harmless from and against all liability, loss and damage (including attorneys' fees and other costs incurred in connection therewith) arising out of the use of information provided by Customer.

3. Requests for Payment. Requests for payment to tax authorities must be made in accordance with instructions which Bank shall provide Customer, which may be amended by Bank from time to time at its discretion, and will be considered complete only if actually received by Bank. All tax deposits must be initiated at least one Business Day in advance of the due date, otherwise deposits may be subject to federal or state penalties. Any request by Customer to make tax deposits hereunder shall be submitted to Bank prior to the daily cut-off time established by Bank from time to time. Any such request received by Bank after its daily cut-off time may be processed on the next banking day. In the event that an ACH Entry is rejected or returned by an ACH processor for any reason whatsoever, Bank will give Customer notice of any rejected or returned ACH Entry in the usual manner agreed to by the parties. Bank shall have no liability for any delay caused by strikes, telephone failure, equipment or electrical failure, or any other condition beyond the reasonable control of Bank.

4. Receipt of Funds. Funds received by Bank from Customer shall be held as a deposit liability of Bank to Customer until such time as such funds are due and paid to the appropriate tax authorities. Customer is not entitled to interest on such funds and Bank may invest such funds solely for Bank's benefit.

5. Account. Customer shall maintain with Bank a commercial demand deposit account in which Customer shall maintain immediately available funds in an amount sufficient to cover all tax deposits and fees charged by Bank for the Service hereunder. Failure by Customer to maintain such funds shall relieve Bank from providing such Service, notwithstanding any request by Customer to provide the Service.

6. Liability. Bank shall not be liable for any penalties assessed by reason of failure of Customer to make any tax payments. Interruption of the Service or performance hereunder for any reason shall not relieve Customer of its obligation to make any required tax deposits, and Bank shall not incur any liability to Customer for Customer's failure to make any such deposit. If Customer elects to make a tax deposit by any means other than through Bank, Bank shall not be liable for any penalties or interest arising from any error in due date or other

calculations for deposits made within the period in which such other deposit was made. Bank may choose to provide its EasyTax Service through a third-party vendor. Bank and its third party vendor's liability to Customer is limited to correcting any error made by the Bank or third-party vendor. The sole and exclusive remedy, at law or in equity, against Bank or third party vendor is limited to money damages in an amount not to exceed the total amount paid to Bank for EasyTax fees during the twelve (12) months preceding the event giving rise to the liability. Neither Bank nor third party vendor will be liable for special, incidental, or consequential damages. Customer acknowledges that the EasyTax Service would not be available or would be available at substantially increased rates without the liability and remedy limitations set forth in this agreement.

7. Codes. Customer shall keep confidential the Access and PIN codes issued to Customer in connection with the Service, and only Customer shall use such codes. If Customer suspects that any such codes have become known or otherwise accessed by unauthorized persons, Customer shall notify Bank immediately and follow up such notice with written confirmation. The occurrence of unauthorized access will not affect any deposits made in good faith by Bank before Bank has received such notification and had a reasonable time to act to prevent any unauthorized deposits.

J. PAPER-BASED DISBURSEMENT SERVICES

1. Controlled Disbursement.

a. Disbursement Account. If requested by Customer and agreed to by Bank, Customer will open and maintain a demand deposit account ("Disbursement Account") and a primary funding account ("Funding Account") at Bank. The disbursing bank may be a financial institution that is a subsidiary or affiliate of Bank or Bank itself. Bank reserves the right to require Customer to use Bank's Positive Pay Services in conjunction with the use of Disbursement Account(s). Customer hereby authorizes and directs Bank to act on its behalf and as its agent, as Bank in its sole discretion deems necessary or advisable, in performing any of the Controlled Disbursement Services and related Services.

b. Funding Procedures. On each Business Day, Bank shall electronically provide Customer with a report of the total aggregate amount of all presented disbursement checks, and ACH transactions posted in the early morning ACH window, net of the prior day adjustment and other charges to the Disbursement Account (the "Total Clearings"). Customer agrees to maintain sufficient collected balances in the Funding Account by the established deadline to fund the Total Clearings. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated Total Clearings and to transfer funds in said amount for credit to the Disbursement Account. Bank reserves the right to convert the Disbursement Account into a standard prepaid checking account at any time upon notice to Customer.

c. Adjustments. Bank will compare the report of electronic presentments to the checks presented against the Disbursement Account. If the total dollar amount of checks electronically reported is less than the total dollar amount of checks presented, Bank will credit the Disbursement Account for the difference. Bank will add this difference to Customer's Total Clearings the next Business Day.

d. Daily Dollar Limit. A daily dollar limit (the "Dollar Limit") may be established from time to time by Bank with respect to the Disbursement Account in Bank's sole discretion. Bank shall have no obligation to pay disbursement checks and ACH transactions (collectively, "Items") in excess of the Dollar Limit. Bank may, at any time, either verbally or in writing (but shall not be deemed obligated to) notify Customer of any change made by Bank in the Dollar Limit. Establishment of the Dollar Limit should not be interpreted or construed by Customer as any commitment or agreement by Bank to provide any credit or loans to Customer, nor as an agreement or commitment to debit the Funding Account when doing so would create a negative balance therein.

e. Special Circumstances. Customer acknowledges that Bank, under some circumstances beyond its control, may at times be unable to provide a report of the total amount of its Total Clearings early enough for Customer to make a complete and acceptable funding of the accounts. Customer nevertheless agrees to fund the Funding Account completely by using an estimate of the Total Clearings.

f. Action Affecting Accounts. Should Bank receive any process, summons, order, injunction, execution, levy, lien, garnishment, or adverse claim notice (either by a governmental authority or third party) (hereinafter referred to as "Process"), which Bank reasonably believes will adversely affect the Funding Account or the Disbursement Account, Bank may, at its option and without liability, refuse to honor orders to pay or withdraw sums from any Disbursement Account and may either hold the Funding Account balance herein until such Process is disposed of to the satisfaction of Bank or pay the balance over to the source of the Process in accordance with applicable law.

g. Return of Items Unpaid. Bank reserves the right, in Bank's sole discretion, to return unpaid any or all Items presented for payment against the Disbursement Account in the event that:

- (i) there are insufficient collected and available balances on deposit in the Funding Account by the established deadline to fund the Total Clearings;
- (ii) debits cannot be posted because the Disbursement Account or Funding Account is frozen, blocked, closed or because of any other condition; or

- (iii) any communications failure or other condition prevents Bank from monitoring Customer's Dollar Limit and/or the Items presented for payment.

h. Stop Payment Orders. Customer may issue stop payment orders on Items drawn on the Disbursement Account in accordance with Bank's procedures.

2. Drafts/Warrants.

a. Draft/Warrant Account. If requested by Customer and agreed to by Bank, Customer shall open and maintain a demand deposit account upon which drafts or warrants shall be drawn and will be charged (the "Draft Account"). Customer shall maintain on deposit sufficient collected and available balances to cover items drawn on the Draft Account.

b. Draft/Warrant Format. All drafts/warrants shall contain on the face of the item the words "draft" or "warrant," and "payable through U.S. Bank." Customer will also encode all drafts/warrants in accordance with Bank specifications. Customer agrees to immediately make any changes to the format of the drafts/warrants or encoding when requested to do so by Bank and will be solely responsible for its failure or refusal to comply with Bank's specifications. Any draft/warrant drawn by Customer on the Draft Account shall be treated by Bank as a draft/warrant regardless of what appears on the face of the draft/warrant and Customer shall hold Bank harmless as a result of so handling any such item.

c. Presentment and Return. Bank shall make drafts/warrants presented to Bank available to Customer via electronic presentment. Bank shall notify Customer by electronic means of the account number, draft number and dollar amount of all presented drafts/warrants and provide Customer with a front and back image of each draft/warrant received by Bank. Bank's delivery of the images shall constitute an electronic presentment under the Uniform Commercial Code, Federal Regulation CC and other applicable laws. Draft/Warrant Services are additionally subject to the Reverse Positive Pay terms contained elsewhere in this Agreement. Customer shall notify Bank of each draft/warrant that should be returned in the form agreed to by Bank and Customer. If Customer does not specifically decline payment of a draft/warrant by the deadline established by Bank, such draft/warrant will be finally paid by Bank. Customer acknowledges that drafts/warrants payable through Bank are considered to be drawn on Bank for purposes of the expeditious return and notice-of-nonpayment requirements of subpart C of Regulation CC of the Federal Reserve Board. If Bank agrees to return a draft/warrant following Bank's deadline, Customer agrees to be responsible for Bank's failure to return the draft/warrant in an expeditious manner as prescribed in Regulation CC. Bank shall be deemed to have made timely presentment to Customer with respect to any drafts/warrants that Bank receives at a time when it is prevented from making presentment to Customer as a result of any force majeure including, but not limited to, earthquake, flood, hurricane, tornado, volcanic eruption, severe weather event or other act of nature, war, riot, civil disturbance, strike, lockout, and disruption in telecommunications service.

d. Examination of Drafts/Warrants. Bank shall have no responsibility to examine drafts/warrants prior to presentment to Customer for its payment decision. Bank will take ordinary care to see that the amount of each draft/warrant as drawn is accurately posted to Customer's account. Bank will not make any attempt to verify signatures, endorsements or restrictive clauses on drafts/warrants. Bank will not examine the dates on which drafts/warrants have been drawn for undated, stale or post-dated items. Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this Section of any draft/warrant that is altered or unsigned or that bears the forged or unauthorized signature of Customer or (ii) return of any check to the depository bank in accordance with this Section.

e. Encashment of Drafts/Warrants. Unless otherwise instructed by Customer, Bank is authorized to pay its drafts or warrants issued by Customer that are presented for encashment by payees. Bank will not be liable for the encashment of any draft/warrant which contains, or is purported to contain, a forged signature of a maker or endorser, or any other unauthorized modification, as long as Bank exercises ordinary care in cashing the draft/warrant.

f. Controlled Funding.

- (i) Funding Account; Report of Incoming Debits. If Customer has selected a Controlled Draft/Warrant Account, Customer agrees to open and maintain a primary funding account ("Funding Account"). All drafts/warrants drawn shall be provisionally charged to Customer's Controlled Draft/Warrant Account on the Business Day of receipt by Bank and such charges shall become final and irreversible, except as to drafts/warrants that are dishonored as provided herein. Bank shall on each Business Day make reasonable efforts to electronically provide Customer with a report of the total aggregate amount of all presented drafts/warrants ("Items"), net of the prior day adjustment, and other charges to the Controlled Draft/Warrant Account (the "Total Clearings"). If for any reason Bank is unable to provide Customer with the Total Clearings, the Total Clearings for such day shall be estimated by Customer. Any discrepancies shall be reconciled on the following Business Day.
- (ii) Funding Procedures. Customer shall maintain on deposit in the Funding Account sufficient collected and available funds to cover drafts/warrants charged to the Controlled Draft/Warrant Account. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated clearings charged against the Controlled Draft/Warrant Account. If Bank and Customer agree to other methods of funding the drafts/warrants, Customer shall be responsible for compensating Bank for any uncollected funds which may occur and Bank may require suitable approval and the establishment of daily dollar limits.
- (iii) Adjustments. Bank will compare the report of electronic presentments to the drafts/warrants presented against the Controlled Draft/Warrant Account. If the total dollar amount of drafts/warrants electronically reported is less than the total dollar amount of drafts/warrants presented, Bank will credit the Controlled Draft/Warrant Account for the difference. Bank will add this difference to Customer's Total Clearings the next Business Day.
- (iv) Return of Items Unpaid. Bank reserves the right, in Bank's sole discretion, to return a draft/warrant unpaid in the event that: (a) there are insufficient available and collected funds in the Funding Account by the established deadline to fund the Total Clearings; or (b) debits or charges cannot be posted because the Controlled Draft/Warrant Account or Funding Account is frozen, blocked, closed or otherwise unavailable.
- (v) Account Limitations. Customer shall not initiate or authorize an ACH debit entry or other electronic debit or payment order from the Controlled Draft/Warrant Account.

K. POSITIVE PAY SERVICES

1. Introduction. Positive Pay Services are offered by Bank as the most effective way to minimize loss from fraudulent check issuance or payment. If Positive Pay Services are requested by Customer and agreed to by Bank, Customer and Bank agree that in the event of an inconsistency between this Agreement and applicable law, the provisions of this Agreement shall prevail to the extent permitted. Nothing in this Agreement is intended to limit Bank's right to return an item unpaid if there are insufficient available funds in the designated account.

2. Format Specifications. Customer shall comply at all times with Bank's format and data transmission standards for the Positive Pay Service. Customer agrees to issue checks, drafts, warrants or other items (collectively, "Items") in accordance with Bank's specifications and will change the Item format when requested to do so by Bank. Bank shall not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding. Customer shall supply Bank with sample Items for testing.

3. Positive Pay.

a. Customer Responsibilities. Customer shall designate to Bank all account(s) that are to be used with the Positive Pay Service ("Account"). Customer will provide Bank with a file of all outstanding Items prior to activation of this Service. On each day that an Item is written against the Account, Customer shall supply Bank with all required Item issue information prior to the deadline established by Bank. Such information shall include, without limitation, the account number, the issue date, the Item number and the face amount. Customer shall be responsible for the accuracy and completeness of all information provided to Bank.

b. Bank's Responsibilities. In reliance on the information provided by Customer, Bank shall create a master issue file for each designated Account ("Issue File"). If ARP File Confirmation Service is selected by Customer, Bank shall process the Issue File and provide a confirmation to Customer that the Issue File was received and processed. Excluding valid stop payment orders and issue records voided by Customer request, all Items, including those that have been electronically converted, that match by serial number and amount to Bank's Issue File will be deemed properly payable and Bank is authorized to pay all such Items.

c. Paid No Issues. Each Business Day, Bank shall make reasonable efforts to report to Customer any Item serial numbers that do not match the Issue File ("Paid No Issue") and, if requested and available, provide the front and back images of those Items for that day's presentment; provided, however, no images shall be provided in the case of electronically converted Items. Customer agrees to review and make payment decisions on the Paid No Issue Items prior to Bank's established deadline. If Customer selects the Positive Pay Same Day service for controlled disbursement accounts, Customer shall receive and may make payment decisions on Paid No Issue Items prior to the Items posting to the Account, or defer payment decisions until the established deadline on the next Business Day. If Customer's requested default setup is for Bank to pay all Paid No Issue Items, then Bank is authorized to finally pay any Paid No Issue Item unless Customer has instructed Bank to return the Paid No Issue Item prior to the established deadline. If Customer's requested default setup is for Bank to return all Paid No Issue Items, then Bank is authorized to return any Paid No Issue Item unless Customer instructs bank to pay a Paid No Issue Item prior to the established deadline. Bank may rely on any instructions received from Customer that Bank reasonably believes to be genuine. Bank shall have no responsibility for any liability, loss or damage resulting from:

- (i) payment in accordance with this section of any Paid No Issue Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer;
- (ii) the return of any Paid No Issue Item to the depository bank in accordance with this section; or
- (iii) Customer's failure to meet Bank's established deadlines. Customer may be required to place a stop payment order on any returned Paid No Issue Item, which shall be subject to Bank's

customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any Item, and shall not obligate Bank to return any Item if it is otherwise properly payable.

d. Teller Positive Pay. All positive pay accounts will interface with the Bank's teller system unless otherwise agreed by Bank. Bank will compare Items presented for cash at a branch of the Bank with Customer's Issue File. Customer agrees that Bank may refuse to cash any Paid No Issue Item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. In the event that Customer requests Bank not activate or temporarily deactivate teller positive pay, Customer agrees to assume all risk of loss for any Bank teller-cashed Item that would have been identified as a Paid No Issue Item prior to acceptance.

e. Payee Positive Pay. If Customer selects this option which is available only through SinglePoint®, Customer's Item stock shall first be tested to ensure it meets Bank's payee name readability rate. Customer shall designate to Bank all positive pay accounts that shall use Payee Positive Pay. In addition to the Item issue information provided by Customer for the Positive Pay Service, Customer shall supply Bank with the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item with Customer's Issue File for Items presented or deposited at Bank. Customer acknowledges that Bank will not be able to validate payee information for electronically converted Items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed for certain Items processed through the back office. If such parameters are imposed, Bank agrees to assume the risk of loss for an Item that would have been identified as a Paid No Issue solely on the basis of the payee information.

f. Teller Payee Positive Pay. In addition to the Item issue information provided by Customer for the Positive Pay Service, Customer shall supply Bank with the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item presented for encashment at a Bank teller line with Customer's Issue File. Customer agrees that Bank may refuse to cash any Item where the payee name is not an exact match and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day.

4. Reverse Positive Pay.

a. The Paid File. Customer shall identify all accounts subject to Reverse Positive Pay ("Account"). When an Item is presented for payment against an identified Account, Bank shall notify Customer prior to the designated time, and in no case later than the Business Day following the day of presentment, of the Account number, Item number and amount of the presented Item (the "Paid File") and, if requested and available, shall provide Customer with the front and back images of the Items. By electing Reverse Positive Pay, Customer assumes all fraudulent and other risks associated with teller-cashed Items unless Customer provides standing instructions to Bank to disallow encashment at the teller line.

b. **Payment Instructions.** Customer shall compare the information provided by Bank with Customer's Item issuance records. Customer shall notify Bank prior to the deadline established by Bank of Customer's decision on any reported Items that should be dishonored. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine. Bank is authorized to finally pay any Item listed on the Paid File unless the Customer instructs Bank to return the Item prior to the established deadline. Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this section of any Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer or (ii) return of any Item to the depository bank in accordance with this section. Bank reserves the right to require Customer to place a stop payment order on any Item to be returned. Any such orders will be subject to Bank's customary stop payment fee. Customer shall notify Bank by the designated deadline if the Paid File has not been received from Bank. Bank will make reasonable efforts to provide the Paid File to Customer and honor Customer's instructions. Bank's failure to provide a Paid File will not discharge Customer's obligation with regard to any Item that was otherwise properly payable at the time of presentment.

L. LOCKBOX SERVICES

1. Lockbox Service Requirements. Bank provides retail and wholesale Lockbox Services to assist customers in expediting receipt of their remittances. Customer will have its customers forward their payments to the location designated by Bank ("Lockbox"). Prior to initiation of any Lockbox Service, Customer must maintain a demand deposit account with Bank associated with the Lockbox Service ("Lockbox Account").

2. Access to Mail. Customer authorizes Bank to pick up mail at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail therein to be processed by Bank as agreed by the parties. Bank shall process remittances in accordance with its standard procedures or in accordance with prior instructions received from Customer and agreed to by Bank. Upon termination of Customer's Lockbox Service, mail received shall be forwarded for sixty (60) days following termination.

3. Proprietary Rights. Bank possesses all proprietary rights to written material, including, without limitation, all computer programs written for Bank's Lockbox processing system, portable media, listings, and other documentation originated and prepared by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

4. Collections/Availability. Unless otherwise agreed, while Customer receives Lockbox Services, all collected funds held in the Lockbox Account shall be deemed to be Customer's funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items will be handled under the same agreement as applied to other commercial deposits and shall be subject to Bank's then current funds availability schedule.

5. Transmission of Information. Bank may transmit to Customer remittance information or other information received at the lockbox ("Lockbox Information") via secure electronic transmission. Customer further acknowledges that Bank has a duty to protect Lockbox Information and ensure that it is safely delivered to Customer and that Bank has deemed secure electronic transmissions to be the safest mechanism for delivery. If Customer elects to receive the Lockbox Information using other delivery means including paper reports, Internet delivery, CDs, DVDs, or other portable electronic media, Customer acknowledges that such delivery means are inherently more insecure and agrees to assume all risk, and hold Bank harmless from, any obligations, liability or losses that results from the nonreceipt, disclosure, dissemination, alteration or unauthorized access of the Lockbox Information. If Customer is the recipient of misdirected Lockbox Information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

6. Image Delivery Services. Bank shall electronically store check images, check information, remittance information or other information received at the Lockbox in accordance with Bank's record retention schedule. Customer may obtain such images or information via Internet access, CDs, DVDs or file transmission, if available, at the price outlined in the fee schedule. If the images or information are sent via CD or DVD, Customer agrees to verify the contents of the CD or DVD upon receipt and request a replacement, if necessary, within 10 days of receipt. Customer is solely responsible for safeguarding the security and confidentiality of all images and information that is stored on Customer's computer systems, or printed or downloaded from the Internet, CDs, DVDs, other portable media, or file transmissions.

7. Credit/Debit Card Processing. If Customer desires to provide its customers with the option of making their payments via credit card or non-PIN based debit card, Customer shall first secure approval from a payment transaction processor that Bank is able to support. Credit/debit card processing shall be subject to applicable laws, rules and regulations, and the terms of any other agreement between Customer and the payment transaction processor. Customer acknowledges that Bank is acting on behalf of Customer to merely initiate the authorization of payments at the Lockbox site, and that Bank shall have no responsibility for chargebacks, processing fees, payment disputes or other matters related to the credit/debit card transaction. Bank shall

enter the credit/debit card information using its best efforts and if adjustments are subsequently required, Customer shall be responsible for handling all adjustments.

8. Foreign currency-denominated items and items drawn on foreign banks. If Customer desires to have non-US dollar items processed by Bank, or items denominated in US dollars but drawn on a foreign bank, Bank shall handle the items within parameters established by Bank based on amount, the type of currency and other considerations outlined in the Implementation Documents. If the item does not fall within Bank's parameters for processing, Bank shall return the item unprocessed to Customer or forward the item for handling as a foreign cash letter collection. If Bank provides Customer with credit at the US dollar conversion rate in effect, and if the item is subsequently returned by the drawee Bank, Bank shall charge Customer's account for the prevailing exchange rate in effect at the time of the chargeback.

9. Customer Responsibility.

With respect to each item received at the Lockbox, Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (i) from Customer's breach of a representation or warranty under applicable law, clearinghouse rule, Federal Reserve Operating Circular, or other similar rules or regulations; or (ii) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement. This section 9 shall survive termination of the Agreement.

10. Wholesale Lockbox Processing/Lockbox Remote Capture

Services. Bank is authorized to remove and examine the contents of each envelope in accordance with Bank's wholesale lockbox servicing guidelines and shall observe the following guidelines provided in this section. Bank shall capture, format and send remittance data to Customer via information reporting or data transmission in accordance with the Implementation Documents. Customer shall not use any form of prepaid business reply mail envelopes for its lockbox remittances and shall review any proposed envelope changes with Bank prior to use. In addition, Lockbox Remote Capture Services provides Customer with the ability to scan and transmit to Bank lockbox payments received at Customer's office locations. If Customer selects Lockbox Remote Capture Services, Customer agrees that Bank's Lockbox Remote Capture Services shall be governed by this Lockbox Services Section and other relevant sections of this Agreement, including but not limited to, the Electronic Deposit Services section.

a. Check Date. Bank will not examine any checks or other items with respect to check dates.

b. Check Amount. If Bank is unable to determine the amount of a check, such check will be forwarded unprocessed to Customer as an exception.

c. Payee. Checks made payable to the Acceptable Payees listed in the Implementation Documents or any reasonable derivation thereof are acceptable for deposit. Checks made payable to others may be returned by Bank as exceptions. Customer warrants that each Acceptable Payee is either Customer, its affiliate, or an entity that has authorized Customer to act on its behalf for the Services provided herein. If the Acceptable Payee is an affiliate of Customer or an entity which authorized Customer to act on such entity's behalf, Customer represents and warrants that such affiliate or entity has authorized checks payable to it to be credited to the Lockbox Account. Bank may require written authorization from any Acceptable Payee or written evidence that an Acceptable Payee has authorized Customer to act on its behalf. If Customer designates 'Accept All Payees' in the Implementation Documents and Bank accepts such designation, Bank shall process all checks for credit to the Lockbox Account regardless of the payee name on the check. Such designation may be subject to additional Bank fees. Customer agrees to indemnify and hold Bank harmless for any claims, fines, expenses, and damages that arise out of Bank's processing of checks based on Customer's 'Accept All Payees' designation.

d. Missing Signature. In the absence of a signature, Bank will process the check. Customer agrees to reimburse Bank if the check is subsequently returned.

e. Exceptions. If a check is treated as an exception, it will be forwarded by Bank to Customer with the remittance data, and not deposited or otherwise reflected in the account of Customer.

f. Correspondence. Any correspondence, invoices and miscellaneous enclosures which are included with a payment, as well as any envelope that does not contain a check, will be returned to Customer.

g. Notation. Customer agrees that Bank shall disregard any notation on a check containing "paid in full", "lien waiver" or other restrictive notation, whether preprinted or handwritten, and treat any such check as though such notation did not appear thereon. If Customer instructs Bank not to process checks with restrictive notations, Bank will use its best efforts to detect checks bearing such notations, but Bank shall not be liable to Customer for failure to detect any such notation.

11. Retail Lockbox Processing.

Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank shall not examine checks or other items with respect to payee names, check dates and check signatures. Bank is not required to retain remittance envelopes or forward them to Customer. Bank will disregard any restrictive notation on any check, including but not limited to "paid in full", whether preprinted or handwritten, and shall treat any such check as though such language did not appear thereon. Bank will process, endorse and deposit remittances in accordance with its standard procedures. If Bank is unable to determine the amount of a check, such check will be forwarded to Customer as unprocessable. Bank will deliver miscellaneous enclosures, unprocessable transactions and remittance data in accordance with the Implementation Documents. Remittances and envelopes submitted to Bank for processing must meet the specifications designated by Bank from time to time. All changes in remittances and return envelope design are subject to prior testing and approval by Bank. Bank may adjust the price for processing Customer's payments if changes are made to Customer's remittances and/or envelopes (including remittance scan line configuration) without such prior approval.

a. Retail Lockbox ARC Services. Retail Lockbox ARC Services provides Customer with the services necessary to convert eligible check payments received within U.S. Bank's retail lockbox into ACH ARC Entries. If Customer selects Retail Lockbox ARC Services, Customer agrees that the Service shall be governed by this Lockbox Services Section and other relevant sections of this Agreement including, but not limited to, the Electronic Deposit Services section. Customer shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to, its customers concerning the conversion of such customers' checks to ACH Entries. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications. Only original paper checks that qualify as a source document may be converted to an ACH Entry under NACHA Rules. Bank will apply certain automated internal edits and screens to determine whether the original paper check is a source document that qualifies for conversion to an ACH Entry. Customer acknowledges and agrees that Customer is the Originator of such ACH Entries under NACHA Rules regardless of whether Customer or Bank initiates the ACH Entry into the payment system. Bank shall not be liable to Customer for failure to electronically process checks if such processing would violate this Agreement, or any other agreement between Customer and Bank. If an ACH Entry is returned because the original paper check was ineligible as a source document for the ACH Entry, Bank shall use reasonable efforts to collect the check related to the ACH Entry by presenting the original paper check (if not destroyed), the check image, or a substitute check.

12. E-Lockbox.

E-Lockbox provides Customer with the ability to receive consumer payments electronically that are initiated via the consumers' personal computer home banking application or other Internet bill payment providers, including consumer credit counseling agencies.

a. Network. "Network" means the MasterCard Remote Payment and Presentment Service ("RPPS"), a division of MasterCard International, Inc. or Visa ePay, a division of Visa International ("ePay"), or other originators of consumer-initiated bill payments such as Fiserv, iPay, Yodlee or FIS. Bank receives payments and remittance data via the Network. Bank will credit payments to Customer's account and electronically transmit the remittance data in Bank's standard or other mutually acceptable format for loading to Customer's accounts receivable system.

b. Customer's Responsibilities. Customer shall provide Bank with all data and specifications necessary for the Network to process payments and for Bank to transmit the remittance data to Customer. Customer agrees to conduct tests that Bank may deem necessary to ensure Customer and Bank are able to process the remittance data. The purchase, installation, testing and maintenance of any and all equipment used to receive and process information from Bank is the responsibility of Customer. As soon as possible, and in any event, no later than 48 hours after Bank transmits the remittance data to Customer, Customer agrees to process all such data and inform Bank of any incorrect, unidentifiable or unprocessable information (collectively, "Returns").

d. Bank's Responsibilities. Bank shall develop a program to process and transmit remittance data received from the Network in Customer's preferred file format. Bank shall transmit Returns to the Network when Customer provides Bank with the Return information. Bank will credit Customer's account in an amount equal to the payments received and debit Customer's account in an amount equal to any Returns and, if applicable, any Reversals (defined below).

e. Reliance on Network. Customer acknowledges that Bank's ability to process payments and remittances are dependent upon the continued use and support of the Network and third party computers housing the Network and its associated communications network. In the event that access to the Network or its computer communications system is terminated or suspended for any reason, Bank shall not be liable to Customer for any disruptions or failure to provide any part of this Service. Bank assumes no responsibility for the accuracy, timeliness or the completeness of data delivered from the Network to Bank.

f. Optional Reversal Transactions. Reversals are Network-initiated debit messages from payment originators informing of the cancellation of previous transactions. Customer may set debit caps on Reversals to limit the daily debit amount a payment originator may send through the Network. If Customer instructs Bank to accept Reversals, Customer hereby authorizes Bank to debit Customer's account for the amount of the Reversals.

g. Optional Biller Stop Payment. Biller Stop Payment allows Customer to provide Bank with instructions regarding payments that Customer does not want posted to its account. If Customer instructs Bank to stop a payment from posting to its account, Customer hereby authorizes Bank to return the payment through the Network. Payments that are stopped will not be included in Customer's settlement transaction or the remittance data provided to Customer.

13. Transportation of Lockbox Items.

If Customer directs Bank to pick up mail from any United States Post Office and deliver such mail to a traditional Bank lockbox site for processing in accordance with this Section M and Bank agrees to do so, Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising after Bank picks up the mail from the postal facility.

M. E-DISBURSEMENT SERVICES

Customer may select E-Disbursement Services that will provide organizations a method of distributing funds to multiple consumer recipients ("Recipients") via a customized Web page that allows Recipients to manage disbursement preferences. Customer agrees that this Service shall be governed by this Section and all other relevant sections of this Agreement.

1. Internet.

a. "Customer Disbursement Site" means the interactive Internet disbursement site hosted by Bank where Recipients register to receive disbursements from Customer. Bank will configure, implement, host and support the Customer Disbursement Site. Customer is responsible for sending a file to Bank containing Recipient information for purposes of pre-registering Recipients. Alternatively, Customer may choose to enable Recipients to update payment instructions within the Customer Disbursement Site. In either case, Recipients will have the ability to access the Customer Disbursement Site and input disbursement receipt preferences.

b. Customer License. Bank shall have the right and license to use Customer's name, trademarks, service marks, copyrights and logos and other textual information in connection with the Customer Disbursement Site and on checks issued by Bank to Recipients solely for the purposes contemplated herein.

c. Links. Customer shall provide and maintain a link on its Web site to the Customer Disbursement Site. Customer shall be responsible for ensuring that the link to the Customer Disbursement Site takes Recipients to the appropriate area within the Customer Disbursement Site. Customer agrees to use industry-standard security procedures and technology to ensure the security of the Customer's Web site and to prevent data theft or unauthorized access. Each of Customer and Bank agrees to use industry-standard security procedures and technology to ensure the security of the Customer Disbursement Site and to prevent data theft or unauthorized access.

d. Recipient Authentication. Depending on the applicable payment processing channel, Customer shall be responsible for verifying the identity of each Recipient. Customer agrees that Recipients shall not be granted access to the Customer Disbursement Site link until Customer has verified the identity of each Recipient using a commercially reasonable fraud detection system. For every Recipient that accesses the Customer Disbursement System, Bank may rely on Customer to have completed such verification.

2. **Compliance with laws and regulations.** Customer agrees to comply with all applicable laws, rules and regulations, including without limitation, those issued by: (i) the National Automated Clearing House Association; and (ii) any governmental entity, including (without limitation) the requirements contained in the Electronic Fund Transfer Act, Regulation E, and the Electronic Signatures in Global and National Commerce Act. In addition, Customer agrees to strictly comply with all applicable laws, rules and regulations pertaining to the Higher Education Act Title IV funds and distribution of student loan proceeds.

3. **Disbursement Processing.** Customer is responsible for sending a file to Bank containing disbursement amounts, names of Recipients, reason for disbursements and, if applicable, disbursement instructions prior to initiating any disbursements to Recipients. Disbursements shall be processed in the manner mutually agreed to between Bank and Customer, which may include ACH credit entries, checks or other payment processing methods. Customer shall at all times be considered the originator of the disbursement. Depending on the applicable payment processing channel, disbursement processing may also be subject to the terms of any other agreement between Bank and Customer and between Customer and the payment transaction processor supported by Bank. Customer acknowledges and agrees that all payments are subject to adjustment, return, reversal and/or chargeback in accordance with the rules governing the applicable payment processing channel.

4. **Fees.** In addition to Bank's standard fees, Customer agrees to pay additional fees and expenses for implementation of the E-Disbursement Service or other additional Services, if any, as may from time to time be disclosed to Customer by Bank. Customer also agrees to pay the

applicable fees and expenses charged by the payment transaction processor supported by Bank, as set forth in Customer's agreement with such processor.

5. Disbursement Controls. Customer agrees to notify Bank of any material change or anticipated material change in daily dollar activity or type of disbursement processing, and obtain Bank's consent to such change. Bank may, in its sole discretion, immediately upon written notice to Customer, place a maximum dollar limit on the E-Disbursement transactions or require Customer to provide reasonable security for Bank's continued handling of such transactions.

N. COMMERCIAL SWEEP ACCOUNTS – LOAN OPTION

THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF THE BANK FAILURE, THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") WILL ALLOW THE LOAN SWEEP TRANSFER OF EXCESS BALANCES IN CUSTOMER'S DEPOSIT ACCOUNT, ABOVE A PRE-ESTABLISHED THRESHOLD, OUT OF THE DEPOSIT ACCOUNT TO PAY DOWN THE LOAN AT BANK ON THE DAY OF FAILURE. THE REMAINING FUNDS IN THE DEPOSIT ACCOUNT WILL BE DEEMED DEPOSITS UNDER FDIC RULES AND WILL BE INSURED UP TO THE APPLICABLE FDIC LIMITS.

1. Definitions.

- a. "Account" means Customer's deposit account at Bank which Customer has designated as being covered by the Services described herein.
- b. "Available Funds" means the total of the collected funds in the Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited checks.
- c. "Business Day" means any day other than a Saturday or Sunday on which Bank is open to the public for carrying on substantially all of its banking functions.
- d. "Credit" means any loan arrangement which is designated as a line of credit where Bank has agreed will be subject to the Services described herein.
- e. "Credit Agreement" means any loan agreement, promissory note, guaranty or other agreement, instrument or document which evidences, secures or guarantees the Credit.
- f. "Deficiency Amount" means the amount by which the Target Balance exceeds the amount of Available Funds as of the close of business on any Business Day.
- g. "Event of Insolvency" means any of the following: (i) Customer or Guarantor shall die or cease to exist; (ii) any Guarantor shall attempt to revoke its guaranty or other obligation to Bank, or such guaranty or other obligation shall become unenforceable in whole or in part; (iii) any bankruptcy, insolvency or receivership proceeding, or any assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against Customer or any Guarantor; (iv) Customer or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) Customer or any Guarantor is unable or admits in writing its inability to pay its debts as they mature.
- h. "Excess Funds" means the amount of Available Funds as of the close of business on any Business Day which exceeds the Target Balance.
- i. "Guarantor" means any guarantor, surety, accommodation party or joint obligor of the obligations of Customer under the Credit.
- j. "Target Balance" means that amount of funds which Customer desires to maintain in the Account and which is mutually agreeable to Bank and Customer from time to time.
- k. "Transaction" means either a Loan Transaction or a Repayment Transaction.

2. Initiation of Transactions.

- a. As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Account and credit the Credit in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Credit plus all interest, fees and charges then outstanding under the Credit (a "Repayment Transaction"); provided, however, that Bank will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer. Customer grants Bank a security interest in and right of set-off with respect to the Account for purposes of effecting Repayment Transactions.

b. As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will charge the Credit in an amount equal to the lesser of (i) the amount by which such available balance is less than the Target Balance or (ii) the amount which is available to be borrowed under the Credit (the lesser of such amounts being referred to as the "Loan Amount"), plus the amount of any fees and charges under the Credit, and credit the Account in an amount equal to the Loan Amount (a "Loan Transaction"); provided, however, that Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum established by Bank, and Bank will not be required to initiate any Loan Transaction if any default exists under any Credit Agreement or this Agreement or Bank is otherwise excused or prohibited under any Credit Agreement or applicable law from making an advance to Customer. In addition, Bank will not be required to initiate any Loan Transaction, and the Services hereunder shall immediately and automatically terminate without notice, if: (A) the Credit has matured or been terminated; (B) Customer has cancelled the Credit; (C) an Event of Insolvency has occurred; or (D) Bank has demanded payment under the Credit.

c. If Bank has agreed to provide any other service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) this Agreement shall prevail over the terms and conditions of such other service, (ii) Bank may initiate a Repayment Transaction or Loan Transaction under this Agreement in lieu of or prior to initiating the transfer of Excess Funds under such other service, and (iii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of Excess Funds under such other service.

3. Overdrafts. Bank may debit the Account as set forth in section P. A. 1 above, even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Account, the return of checks unpaid, or any other cause, the Account becomes overdrawn. In such event, Customer will be assessed Bank's then prevailing charges for overdrafts.

4. Ordinary Course. Customer and Bank intend that each Repayment Transaction hereunder be (a) in the ordinary course of business or financial affairs of Customer and Bank, and (b) made according to ordinary business terms.

5. Asset-Based Loan Sweep Advance. For each asset-based loan sweep transfer or loan sweep advance (each an "Asset Based Transfer"), Customer certifies to Bank that (i) the Asset Based Transfer is being made in accordance with the certain agreements between Bank and Customer (the "Asset Based Documents"); (ii) the Asset Based Transfer is not revocable by Customer; (iii) the representations and warranties set forth in the Asset Based Documents are true and correct as of the date of each Asset Based Transfer; and (iv) no default or event of default, however denominated, has occurred or is continuing under the Asset Based Documents or will result following the Asset Based Transfer.

O. COMMERCIAL SWEEP ACCOUNTS – INVESTMENT OPTION
NOTICE: INVESTMENT PRODUCTS, INCLUDING MUTUAL FUNDS, ARE NOT DEPOSITS OR OBLIGATIONS OF, OR GUARANTEED BY BANK OR ANY OF ITS AFFILIATES, NOR ARE THEY INSURED BY THE FDIC, OR ANY OTHER GOVERNMENT AGENCY. THE INVESTMENT OPTIONS OFFERED BY BANK UNDER THE COMMERCIAL SWEEP ACCOUNT ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED.

1. General Terms Applicable to All Investment Options.

a. If a Commercial Sweep Account Investment Option has been requested and agreed to by Bank, Customer authorizes Bank to transfer funds on a manual or automated basis to and from the demand deposit account ("DDA") and investment device selected by Customer. Funds will be transferred between the accounts so that: (a) to the extent funds are available in either account, Customer's DDA maintains an average collected balance equal to a pre-established balance ("Peg Balance"); and (b) any collected funds in the DDA that exceed the Peg Balance are invested by Bank as directed by Customer in accordance with this Agreement. Amounts invested in money market mutual funds, including investment income, will be liquidated and credited back to the DDA as needed so that the average collected balance of Customer's DDA equals the Peg Balance. Amounts invested in other investment options, including interest or other investment income, will be credited back to the DDA upon maturity. Bank may limit the amount of excess collected funds that it will invest on behalf of Customer on any particular Business Day. Bank may also impose a maximum redemption amount to bring the DDA to the Peg Balance on a particular Business Day. If Customer's Investment Option is not available on a given Business Day, then all excess funds will remain in the DDA until the next Business Day.

b. Bank is authorized to accept verbal instructions, including telephone instructions, from Customer representatives for the transfer of funds between Bank and Customer and between Customer's accounts. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine.

c. Bank is authorized to execute as agent for Customer all certificates of ownership and other instruments required by law or by contract. Bank shall not be accountable for errors in judgment but only for gross negligence or willful misconduct. Bank shall not be required to comply with any direction of Customer which in Bank's judgment, may subject it to liability or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.

d. Customer may, by written instrument executed by Customer and delivered to Bank, terminate this Service and withdraw from the account the principal and accumulated income upon paying all sums due to Bank and indemnifying Bank to its satisfaction against liabilities incurred in the administration of the account.

e. Bank will act as agent to invest on the order and for the benefit of Customer. The Services described herein are provided by Bank to Customer solely as bona fide treasury management Services. Bank does not undertake any fiduciary obligation to Customer with respect to these Services. Bank's duties to act for Customer hereunder are solely mechanical and administrative in nature.

2. Investment Options.

a. Repurchase Agreements.

- (i) Terms. If Customer chooses to invest excess funds in repurchase agreements, Customer and Bank agree to be bound by the Master Repurchase Agreement with Bank. If Customer's investments in repurchase agreements exceed its typical investment amount by \$10 million or more on a given Business Day, Customer agrees to notify Bank by providing sufficient advance notice to allow Bank to adequately collateralize the investments. Bank will exercise reasonable efforts to invest the entire amount but cannot guarantee full investment under these circumstances. If Customer fails to notify Bank in advance or if Bank is unable to invest any or all of the additional funds in repurchase agreements, Customer agrees that Bank may be

required to withhold or withdraw any interest that may have been previously paid.

- (ii) Confirmations. After each repurchase transaction, Bank will deliver to Customer (via mail, fax, email, or other electronic means, including without limitation, posting to a password protected Web site) a confirmation ("Confirmation") describing any information required by applicable law, and any other terms and information which Bank may include at its discretion. The information contained in the Confirmation shall be considered true and correct and conclusively binding unless Customer notifies Bank of any error therein within three (3) Business Days after the date the Confirmation is mailed, faxed, emailed, personally delivered to Customer or sent via other electronic means, including without limitation, posting to a password protected Web site. If Customer elects to receive Confirmations electronically, Customer acknowledges and agrees that Customer will no longer receive Confirmations by mail. If Customer desires to discontinue receiving Confirmations electronically, Customer shall provide written notice to Bank, whereupon Bank shall resume delivering mailed Confirmations.

b. Eurodollar Investments.

- (i) Terms. If Customer chooses to invest excess funds in Eurodollars, Bank is authorized to sweep excess funds from Customer's DDA into overnight Eurodollar time deposits at the Cayman Islands branch of Bank. The minimum amount that may be swept pursuant to this option is \$100,000. Excess funds less than \$100,000 in a given Business Day will not be invested unless otherwise agreed by Bank. Customer's Eurodollar investments may be registered in the name of Bank's nominee or nominees. Earnings in Eurodollar investments shall be credited to Customer's DDA on a daily basis. CUSTOMER ASSUMES ALL RISK OF LOSS ARISING FROM ANY ACTION TAKEN WITH RESPECT TO THE CAYMAN DEPOSIT BY THE GOVERNMENT OF THE CAYMAN ISLANDS OR ANY SOVEREIGN OR MILITARY POWER (DE FACTO OR DE JURE).
- (ii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S EURODOLLAR SWEEP ACCOUNT AT BANK WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER'S CLAIM FOR FUNDS THAT WERE SWEEPED INTO THE EURODOLLAR SWEEP ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.**

c. Mutual Funds.

- (i) Terms. If Customer chooses the Mutual Fund sweep option, excess funds will be invested in the First American fund offered for this service. Bank affiliates serve as investment advisor, custodian, transfer agent, and accounting services agent and receive compensation for such services as disclosed in the prospectus for the selected fund. If Mutual Fund shares are not available on a given Business Day, then all excess funds will remain in the DDA until the next Business Day. While Bank makes every effort to secure sufficient Mutual Fund shares for the sweep, the fully automated nature of the same-day sweep does not allow Bank to predict extraordinary deposit inflows. Consequently, there may be days when a sweep investment is not available and funds will remain in the DDA. Funds that are not swept will be treated as deposits and will be insured up to the applicable FDIC insurance limits.
- (ii) Customer Acknowledgments. BY ACCEPTING THIS SERVICE, CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE PROSPECTUS OF ANY DESIGNATED FUND. CUSTOMER FURTHER ACKNOWLEDGES THAT BANK IS NOT PROVIDING ANY INVESTMENT ADVICE HEREIN TO CUSTOMER AND MAKES

NO REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OR SAFETY OF THE INVESTMENTS IN ANY FUND OFFERED UNDER THIS SERVICE.

- (iii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER WILL MAINTAIN ITS INTEREST IN THE MONEY FUND SHARES FOLLOWING A COMPLETED MONEY FUND SWEEP. THE VALUE OF THE SHARES IN THE MONEY FUND SWEEP WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. ON THE DAY OF FAILURE, HOWEVER, THE FDIC MAY DISALLOW THAT DAY'S SWEEP TO OCCUR. IF THE SWEEP IS DISALLOWED, ANY EXCESS BALANCES THAT WOULD HAVE NORMALLY SWEEPED ON THAT BUSINESS DAY WILL REMAIN IN THE DEPOSIT ACCOUNT AND WILL BE TREATED AS DEPOSITS. THOSE DEPOSITS WILL BE INSURED UP TO THE APPLICABLE FDIC INSURANCE LIMITS. THE SAME RESULT MAY OCCUR IF BANK HAS INSUFFICIENT SHARES FOR THE MONEY FUND SWEEP.**

d. Commercial Paper.

- (i) Terms. If Customer chooses the Commercial Paper sweep option, excess funds shall be invested in an unsecured short-term promissory note issued by U.S. Bank National Association, and held in book entry. At the end of each Business Day, excess funds are automatically transferred from Customers' DDA into a sweep account that invests overnight in U.S. Bank National Association Commercial Paper. The minimum amount that may be swept pursuant to this option is \$25,000. Excess funds less than \$25,000 on a given Business Day will not be invested in the Commercial Paper sweep.
- (ii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S COMMERCIAL PAPER SWEEP ACCOUNT AT BANK WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER'S CLAIM FOR FUNDS THAT WERE SWEEPED INTO THE COMMERCIAL PAPER SWEEP ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.**

e. Business Savings Sweep.

If Customer chooses the Business Savings Sweep option, collected funds with a minimum of \$500 in excess of a Peg Balance shall be swept from Customer's DDA into a Business Savings Sweep Account (the "Savings Account"). The Peg Balance shall be set at a minimum of \$10,000 unless otherwise agreed to by Bank. Funds remain in the Savings Account until Customer's DDA reaches a negative balance, whereupon available funds are swept back into Customer's DDA in an amount necessary to return the DDA balance to the Peg Balance. In accordance with applicable federal law, sweeps from the Savings Account to Customer's DDA in an amount necessary to return the DDA balance are limited to six per month. In order to comply with applicable regulations, on the sixth transfer from the Savings Account to Customer's DDA, all of the funds are moved from the Savings Account back into Customer's DDA and the sweeps suspend until the first day of the following month's cycle.

P. MASTER REPURCHASE AGREEMENT (MRA)

THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: ALL FUNDS IN THE REPURCHASE AGREEMENT SWEEP WILL NOT BE DEEMED "DEPOSITS" AND WILL NOT BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"). IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER WILL MAINTAIN ITS OWNERSHIP OR SECURITY INTEREST IN THE SECURITIES THAT ARE SUBJECT TO THE REPURCHASE AGREEMENT AND, UPON LIQUIDATION, WILL RECEIVE THE VALUE OF THE SECURITIES UP TO THE AMOUNT OF FUNDS SWEEPED FROM THE ACCOUNT.

1. Applicability. From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this MRA.

2. Definitions.

a. "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

b. "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;

c. "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

d. "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

e. "Confirmation", the meaning specified in Paragraph 3(b) hereof;

f. "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

g. "Margin Deficit", the meaning specified in Paragraph 4(a) hereof;

h. "Margin Excess", the meaning specified in Paragraph 4(b) hereof;

i. "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, or otherwise as the deadline for giving notice requiring same day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);

j. "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation

from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);

k. "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);

l. "Pricing Rate", the per annum percentage rate for determination of the Price Differential;

m. "Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);

n. "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer;

o. "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;

p. "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;

q. "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

r. "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;

s. "Seller's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;

t. "Seller's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination.

a. An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

b. Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation"). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this MRA.

The Confirmation, together with this MRA, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this MRA, this MRA shall prevail.

c. In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the Business Day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance.

a. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

b. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).

c. If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any Business Day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next Business Day following such notice.

d. Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

e. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

f. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this MRA).

5. **Income Payments.** Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. **Security Interest.** Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof. In all Transactions, Seller is acting as agent for Buyer. In the event of Seller's default under the MRA, Buyer has the right to either: (i) direct Seller to sell the Securities, or (ii) sell the Securities, and, following any sale pursuant to this sentence, apply the proceeds in satisfaction of Seller's liability hereunder.

7. **Payment and Transfer.** Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

8. **Segregation of Purchased Securities.** To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this MRA. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this MRA shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this MRA and therefore must keep Buyer's securities segregated at all times, unless in this MRA Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they [will]* [may]** be subject to liens granted by Seller to [its clearing bank]* [third parties]** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to re-segregate substitute securities for Buyer will be subject to Seller's ability to satisfy [the clearing]* [any]** lien or to obtain substitute securities.

* Language to be used under 17 C.F.R. §403.4(e) if Seller is a government securities broker or dealer other than a financial institution.

** Language to be used under 17 C.F.R. §403.5(d) if Seller is a financial institution.

9. Substitution. Seller may not substitute other Securities for any Purchased Securities.

10. Representations. Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this MRA, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this MRA on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this MRA and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this MRA and the Transactions hereunder will not violate any law, ordinance, charter, bylaw or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default. In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one Business Day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

a. The non-defaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The non-defaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

b. In all Transactions in which the defaulting party is acting as Seller, if the non-defaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefore on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid

after such exercise or deemed exercise shall be retained by the non-defaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the non-defaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

c. In all Transactions in which the defaulting party is acting as Buyer, upon tender by the non-defaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the non-defaulting party, and the defaulting party shall deliver all such Purchased Securities to the non-defaulting party.

d. If the non-defaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the non-defaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefore on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and (ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the non-defaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the non-defaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefore on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source. The parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the non-defaulting party may establish the source therefore in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

e. As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the non-defaulting party for any excess of the price paid (or deemed paid) by the non-defaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

f. For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the non-defaulting party of the option referred to in subparagraph (a) of this Paragraph.

g. The defaulting party shall be liable to the non-defaulting party for (i) the amount of all reasonable legal or other expenses incurred by the non-defaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

h. To the extent permitted by applicable law, the defaulting party shall be liable to the non-defaulting party for interest on any amounts owing by

the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the non-defaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the non-defaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

i. The non-defaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement. Buyer and Seller acknowledge that, and have entered hereto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications. Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified by Bank, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability. This MRA shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Nonassignability; Termination.

a. The rights and obligations of the parties under this MRA and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this MRA and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This MRA may be terminated by either party upon giving written notice to the other, except that this MRA shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

b. Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law. This MRA shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc. No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this MRA and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets.

a. If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

b. Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

c. By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent.

a. The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

b. It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

c. The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

d. It is understood that this MRA constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections. The parties acknowledge that they have been advised that:

a. In the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

b. In the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

c. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by

Q. SINGLEPOINT[®] INTERNATIONAL REQUEST FOR TRANSFER SERVICES

The U.S. Bank SinglePoint[®] International Request for Transfer Services will enable domestic or foreign organizations doing cross-border business to initiate or execute payment or transfer instructions from, or between, Customer accounts held at Bank and foreign banks. Prior to implementation of this Service, the Forwarding Bank and the Executing Bank must enter into a Bilateral Agreement referencing their mutual accession to the SWIFT Request for Transfer (MT101) Service Level or other relevant Service Level. At implementation of this Service, Customer shall select whether Bank acts in the capacity of the Forwarding Bank or the Executing Bank with respect to all Requests for Transfer. This Service or other similar remote initiation Services offered by Bank are governed by this Agreement, the Bilateral Agreement, the Interbank Agreement, and all other applicable federal, state and local laws and regulations.

1. Definitions.

- a. "Beneficiary" means the person or entity designated in the Originator's instruction to receive funds.
- b. "Beneficiary Bank" means the financial institution crediting the funds to the Beneficiary's account.
- c. "Execute" or "Execution" means the debiting of the Originator's account by the Executing Bank pursuant to a Request for Transfer from the Forwarding Bank and the forwarding of the credit transfer to the Beneficiary Bank.
- d. "Executing Bank" means the financial institution that receives and Executes the Request for Transfer from the Forwarding Bank and then forwards the credit transfer to the Beneficiary Bank.
- e. "Forwarding Bank" means a financial institution receiving a Request for Transfer from the Instructing Party and forwarding it to the Executing Bank.
- f. "Instructing Party" means a customer of the Forwarding Bank, which could be an office, department or division of the Originator, or a separate legal entity, authorized by the Originator to initiate a Request for Transfer to the Forwarding Bank.
- g. "Interbank Agreement" means the Service Level Master Agreement (SLMA) and Request for Transfer Service Level Rules and Regulations (MT 101) or other relevant Service Levels offered by Society for Worldwide Interbank Financial Communications (SWIFT), to which the Forwarding Bank and the Executing Bank are a party.
- h. "Originator" means the customer of the Executing Bank whose account is to be debited pursuant to a Request for Transfer.
- i. "Request for Transfer" means a transfer instruction received by the Forwarding Bank from the Instructing Party for onward transmission as an MT101 to the Executing Bank, and which is capable of being processed under an Interbank Agreement.

2. Bank as the Forwarding Bank. If Customer selects Bank as the Forwarding Bank, Customer is deemed to be the Instructing Party for all Requests for Transfer. Customer will appoint those individuals authorized to instruct Bank regarding Request for Transfer Services ("Authorized Users") via the relevant Implementation Documents and System Administrator designations establishing the Authorized Users' access authority and transaction limits. Bank may rely on any such authorization until it has received Customer's written notice of revocation and has had a reasonable opportunity to act thereon. Customer and its Authorized Users and other Agents shall maintain the highest possible level of confidentiality with regard to PINs, or other security devices and will take all steps necessary to prevent access to them by unauthorized persons. Customer shall be responsible for the accuracy, completeness and timeliness of all Requests for Transfer sent to Bank. Requests for Transfer received after Bank's established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be considered received on the next Business Day. Customer authorizes Bank to process and forward to the Executing Bank all Requests for Transfer received in accordance with any established security procedures. Notwithstanding

the foregoing, Bank does not assume any responsibility for the Execution of the Request for Transfer by the Executing Bank and completion of the credit transfer to the Beneficiary Bank. Customer understands and acknowledges that any applicable callback notifications on PIN limits established by Customer with Bank for wire transfer dollar thresholds do not apply to Requests for Transfer. Customer agrees not to initiate a Request for Transfer in violation of applicable federal, state or local law or regulations.

3. Bank as the Executing Bank. If Customer selects Bank as the Executing Bank, Customer is deemed to be the Originator for all Requests for Transfer. Customer shall designate to Bank the account(s) ("Account") to be debited by Bank upon receipt of a Request for Transfer. Bank is hereby authorized to disclose to the Forwarding Bank information about Customer and the Account that may be necessary for the implementation of this Service. Customer authorizes Bank to debit the Account for each Request for Transfer even if such Execution may give rise to an overdraft in the Account. Customer, Instructing Party and Forwarding Bank shall be responsible for the accuracy, completeness and timeliness of all Requests for Transfer sent to Bank for Execution. Customer authorizes Bank to act on all Requests for Transfer received in accordance with any established security procedures notwithstanding any other conflicting instructions sent by Customer, the Instructing Party or the Forwarding Bank. Bank and any other financial institution may rely on the account, routing or BIC numbers in the Requests for Transfer even if such numbers do not correspond to the name of the Customer, Beneficiary or the Beneficiary Bank. With respect to incoming Requests for Transfer that do not include an account number recognizable to Bank, Bank may reject or return the Request for Transfer to the Forwarding Bank without incurring any liability to Customer. Customer hereby represents and warrants to Bank that it has the power to authorize the Instructing Party to initiate Requests for Transfer on its behalf. Bank shall act on all Requests for Transfer initiated by the Instructing Party until Bank receives a notice of revocation from Customer and has a reasonable opportunity to act on it.

4. Security Procedures. Customer and Bank shall comply with any established security procedures with respect to the initiation, forwarding or Execution of any Request for Transfer. Customer agrees that any such security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not for the purpose of detecting errors in the transmission or content of a Request for Transfer controlled by Customer. Customer agrees to be bound by any Request for Transfer sent in the name of Customer that is processed by Bank in compliance with the agreed security procedures whether or not authorized.

5. Amendment or Cancellation. Customer does not have the right to reverse, adjust or revoke any Request for Transfer after it has been received by Bank; provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a Request for Transfer that has already been Executed, Bank shall, at Customer's request, request that the Beneficiary Bank return all or a portion of the funds. Customer understands that the Beneficiary Bank is under no legal obligation to comply with this request.

6. Rejection/Repair. Bank may reject a Request for Transfer if: (i) it is not initiated or transmitted in accordance with the applicable security procedures; (ii) there is any inconsistency between a Request for Transfer and information previously supplied to Bank; (iii) Customer's Requests for Transfer exceeds any applicable transaction limits established with the Executing Bank (iv) if there are insufficient collected funds in the Account to fund the Request for Transfer; or (v) Bank has other reasonable grounds not to honor the Request for Transfer. Bank shall have no obligation to repair any Request for Transfer it receives but may, in its absolute discretion, endeavor to repair any Request for Transfer. The Forwarding Bank shall be responsible for informing the Instructing Party of any rejections or suspensions.

7. Limits on Bank's Liability. Bank sends outgoing and receives incoming Requests for Transfer using SWIFT. Bank shall not be responsible for the acts or omissions of Customer, the SWIFT network, other financial institution, or any other person. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for foreign exchange risk, delays, non-delivery or other events resulting from causes beyond Bank's control.

R. FOCAL POINT PLUS SERVICES

Bank offers Focal Point Plus Services to allow Customers to track transactions with location reporting. Focal Point Plus uses individual location codes ("Shadow Accounts") to simplify management of multi-location business and automatically identify transactions within a single account ("Master Account"). Customer acknowledges and agrees the Shadow Accounts are deemed to be part of the Master Account for purposes of this Agreement and cannot be used to process transactions independent of the Master Account.

S. HEALTHCARE PAYMENT CONSOLIDATOR SERVICES

U.S. Bank Healthcare Payment Consolidator Services enable Customers to electronically receive, post, and reconcile healthcare payments and remittances received from health plans and/or their Agents. Payment Consolidator includes check payments, remittances and correspondence received by Bank or third party vendors in paper form via lockbox as well as electronically. Electronic remittance files are delivered from Bank to Customer at agreed upon schedule. Images are made available via Web site or file transmission. Customer agrees that Payment Consolidator shall be governed by this Section and all other relevant sections of the U.S. Bank Treasury Management Terms and Conditions.

1. Introduction. If Customer selects Payment Consolidator, this service may include but is not limited to, lockbox, Automated Clearinghouse (ACH), image viewing, data translation and file transmission services to assist Customer in expediting and automating receipt of their remittances. Prior to initiation of Payment Consolidator, Customer must maintain a demand deposit account with Bank.

2. Processing, Collections and Availability. Payment Consolidator is available only in certain regional locations where hardware and software have been configured by Bank to accommodate processing. Bank is authorized to examine the checks and remittances received at Customer's designated lockbox in accordance with Bank's lockbox servicing terms and guidelines. Bank, or third party vendors, shall image, capture data, format and send remittance data to Customer via transmission, image viewer, and/or information reporting in accordance with options selected by Customer in the Implementation Documents. The crediting and collection of items will be handled in accordance with other commercial deposits processed by Bank and shall be subject to Bank's then current funds availability schedule.

3. Image Viewing and Storage. Bank, or third party vendors, shall process and store images of paper checks, explanation of benefits statements, correspondence or other enclosures, as well as created images of electronic remittance advices and electronic funds transfers. Bank, or third party vendors, will make images available to Customer for web viewing or via secure transmission as directed in the Implementation Documents. Original paper documents will be securely destroyed on a periodic basis.

4. File Transmission and Data Reporting. Bank will transmit to Customer remittance data according to the agreed upon schedule. Customer may elect to receive data through one or more mechanisms as specified in the Implementation Documents. If Payment Consolidator is terminated, Customer may obtain an FTP transmission or other available format of image information processed at the price outlined in the fee schedule.

5. Accuracy and Timeliness of Information. Performance of Payment Consolidator may be affected by external factors such as communication networks latency, mail delays and other factors beyond Bank's control. Bank will use reasonable efforts to provide Payment Consolidator in a prompt fashion, but shall not be held liable for temporary failure to provide in a timely manner. Information with respect to all transactions is provided solely for Customer's convenience, and Customer shall have no recourse to Bank as to use of such information.

6. Customer Authorizations, Notifications and Responsibility. Customer authorizes Bank to disclose Customer information to third party vendors to the extent required to deliver the requested Payment Consolidator and to debit or credit Customer's accounts to perform the Payment Consolidator hereunder. Customer shall provide Bank with all data and specifications necessary for processing. Customer shall conduct tests that Bank may deem necessary to ensure Customer and Bank are able to exchange files and implement Payment Consolidator. Customer shall adhere to any and all applicable clearinghouse, local, state, or federal laws, rules or regulations.

7. Customer Access and Security Procedures. Customer will be bound by any terms of use and any license agreements associated with Payment Consolidator. Customer will use Payment Consolidator in accordance with the procedures established by Bank. Customer will designate one or more System Administrator(s) responsible for setting up and maintaining access available through Payment Consolidator.

Customer System Administrator(s) will be responsible for establishing internal security related to Payment Consolidator, including, without limitation, assigning users, establishing access levels, and establishing authorization requirements. Customer is solely responsible for maintaining a secure work environment to ensure against unauthorized access to Payment Consolidator.

8. Proprietary Rights. Bank, or third party vendors, possess all proprietary rights to written material including without limitation, all computer programs written for Bank's Payment Consolidator, Web sites and other product documentation provided by Bank. Customer shall not duplicate, sell, or use in any manner such programs or documentation without the prior written consent of Bank.

V. TERMS APPLICABLE TO SPECIFIC FOREIGN EXCHANGE SERVICES

The following are additional terms and conditions applicable to all Foreign Exchange Services offered by Bank. Bank may change the number or type of Services offered at any time.

1. Conflicting Provisions. With respect to all foreign exchange transactions or other derivative products entered into by Customer, to the extent that any provision of this Agreement conflicts with a provision of any ISDA Master Agreement by and between Customer and Bank or any documents related thereto (the "ISDA"), the ISDA terms shall govern.

2. Foreign Exchange Risk. Many banking and finance transactions carry risk. All foreign exchange transactions, including but not limited to, swaps, options, forwards, foreign exchange transactions currency accounts, and other similar derivatives and related products involve unique risks specific to the nature of these types of transactions and the currency market. These types of transactions are not suitable for all Customers. Customer should fully understand the nature and extent of exposure to risk of loss, if any, which in some circumstances may significantly exceed the amount of any initial payment made by or to Customer. All decisions to enter into foreign exchange transactions should be made by Customer giving appropriate consideration to Customer's experience, objectives, financial resources and business environment.

3. Arms Length Transactions. Bank is acting solely in the capacity of an arm's length contractual counterparty and not in the capacity of financial advisor to Customer or fiduciary unless otherwise explicitly agreed in writing and then only to the extent so provided.

A. FOREIGN EXCHANGE WEB

1. Introduction. Bank may provide foreign exchange services to Customer in connection with U.S. Bank Foreign Exchange Web, a private Internet site owned and operated by Bank ("USB FX Web"). If requested by Customer and agreed to by Bank, Bank will provide USB FX Web services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Customer's use of USB FX Web and all transactions initiated thereby shall be governed by this Section, all other relevant sections of the Agreement, and any other related disclosures provided to Customer, in either paper or electronic format. USB FX Web shall be available only during normal business hours as established by Bank, which may vary by day or location. Notwithstanding anything to the contrary herein, Bank does not confirm that the person authorizing any USB FX Web transaction is an Authorized Signer or is otherwise authorized to conduct any USB FX Web transaction on behalf of Customer.

2. Access Devices. USB FX Web shall be available only during normal business hours as established by Bank, which may vary by day or location. Once Bank has granted Customer access to USB FX Web, System Administrator(s) designated by Customer in the Implementation Documents will be provided with one or more access devices, which may include cards, identification numbers and/or passwords. Customer shall use USB FX Web in accordance with the security procedures set forth in this Agreement.

3. Trades.

a. General Procedures. By clicking one or more buttons in USB FX Web, Customer informs Bank that Customer wishes to purchase or sell a stated amount of currency against a second currency on a designated date ("Settlement Date") either unconditionally or at a displayed exchange rate, if one may be obtained ("Trade"). Any transaction that results following the submission of a Trade shall be Customer's legally binding obligation. Trades submitted to Bank via USB FX Web shall be effective only upon acceptance by Bank. Bank will establish from time to time specific times of day after which Trades will not be processed on a "same-day" or "next-day" basis. Trades submitted after Bank's deadline will be considered received on the next business day. Deadlines will differ depending on the Trade currency and other factors. Customer is solely responsible for the accuracy and completeness of any settlement instructions delivered to Bank through USB FX Web and such settlement instructions are subject to the concurrence of Bank. Bank shall make reasonable efforts to provide information and status of the

terms of any Trade on the USB FX Web site, or by other means established by Bank. Failure by Bank to confirm a Trade for any reason, including without limitation computer malfunction, shall not excuse Customer's obligations related to any Trade. Bank's internal records with respect to each Trade shall constitute conclusive evidence of the terms of each Trade. The terms of each Trade shall be incorporated into and become part of this Agreement.

b. Payment. Once a Trade has been made, Customer agrees to make payment or delivery of currency to Bank on the Settlement Date of the Trade in accordance with the settlement instructions provided by Customer, plus any applicable fees or charges. Should Customer instruct Bank to settle a Trade by debiting an account, Customer agrees to maintain sufficient available funds in the account to settle on the Settlement Date. Should funds be insufficient to settle the trade on the Settlement Date, Bank reserves the right in its sole discretion to debit any of Customer's account with the Bank in the amount of Trade, subject to applicable account fees and charges, or to cancel the Trade.

c. Cancellation or Change. Customer acknowledges and agrees that Customer shall have no right to cancel or reverse a Trade once submitted. Bank will, however, make reasonable efforts in its sole and complete discretion to cancel or amend the terms of a Trade upon Customer's request. Should a Trade be successfully canceled or amended, or in the event that a Trade is canceled due to failure by Customer to make settlement on the Settlement Date or failure to provide Bank with complete settlement instructions prior to the Settlement Date of a Trade, Customer agree to reimburse Bank for any breakage costs and other expenses incurred by Bank to cancel or amend the Trade, including any fees imposed for this extraordinary service. Bank reserves the right to adjust the exchange rate on any Trade requiring a new Settlement Date to reflect any costs associated with carrying that Trade to a new Settlement Date.

4. Orders.

a. General Procedures. Bank may offer and agree to accept conditional instructions from Customer to Bank to buy or sell a stated amount of foreign exchange against U.S. dollars based upon exchange rate target prices ("Orders") via USB FX Web. All Orders requests submitted to the Bank through USB FX Web will not become active until accepted by the Bank. Bank in its sole discretion may decline to accept any Order. All Orders must be in liquid, actively traded currencies, and must contain a U.S. dollar component. If an expiration date is not specified, Orders will remain open until filled. Orders must be for an amount of currency equivalent to at least \$100,000 U.S. dollars, based upon the exchange rate contained in the Order. Either Bank or Customer may cancel an Order that has been accepted by Bank at any time prior to the execution of that Order. Cancellations, however, must be effected by direct telephone communication between Bank and Customer. Bank shall have a reasonable time to act on any request for cancellation. An Order that has been filled will be binding on the Customer, even if it has not yet been communicated to the Customer as filled. Customer shall have no right to cancel an Order once filled by Bank. Note that there is no single facility, exchange, or system for the exchange of currencies and therefore, prices that fulfill the requirements of Orders may be reached at some place in the world at some time of day that is not apparent to Bank or its agents. Bank and its agents monitor markets and systems that are generally best representative of the primary market for foreign exchange, and can only be responsible for filling Orders based upon prices traded or available in those markets or systems.

b. Types of Orders. Two types of Orders may be transacted via USB FX Web.

- (i) **Limit/Profit Orders.** Limit/Profit Orders are Orders placed above the current exchange price for sellers and below the current exchange price for buyers. A Limit/Profit Order to sell foreign currency would yield more dollars at the Order price than at the current exchange price and are filled only if wholesale buyers begin bidding for the foreign currency specified in the Order against U.S. dollars at a price equal to or higher than the price stated in the Order. A Limit/Profit Order to buy foreign currency would cost fewer dollars at the Order price than at the current exchange price and are filled if wholesale sellers begin offering the foreign currency specified in the Order against U.S. dollars at

a price equal to or less than the price stated in the Order. All Limit/Profit Orders are filled only when they can be filled at a price equal to or better (for the Customer) than the Order price. Limit/Profit Orders for \$5,000,000 U.S. dollar equivalent or less will be executed in full, should all the conditions of the Order be met. If Bank or its agents cannot find sufficient liquidity to fill the complete Order at the requested price Limit/Profit, Orders for more than \$5,000,000 U.S. dollars may be filled for less than the Order amount, but in no event for less than \$5,000,000 U.S. dollars. Orders larger than \$5,000,000 U.S. dollar equivalent with an "all or none" limitation may not be placed through USB FX Web.

- (ii) Stop/Loss Orders. Stop/Loss Orders are Orders placed below the current exchange price for sellers, and above the current exchange price for buyers. A Stop/Loss Order to sell foreign currency would yield fewer dollars at the Order price than at the current exchange price and becomes a market Order to be executed at the next available price(s), when actual wholesale market trades are observed to have been executed at or below the Order price. A Stop/Loss Order to buy foreign currency would cost more dollars at the Order price than at the current exchange price and becomes a market Order to be executed at the next available price(s), when actual wholesale market trades are observed to have been executed at or above the Order price. The fill price may be better than, equal to, or worse than the Order price. A Stop/Loss Order may also be filled at multiple prices. The Customer bears all market risk on a Stop/Loss Order.

c. Limited Liability. Bank will rely on market information that it deems adequate and appropriate to determine if, when, and how an Order should be executed. However, Order execution is on a best-efforts basis, and no assurance is given that Bank's traders or agents can or will have access to or even observe every bid, offer, or trade available in the over-the-counter foreign exchange market. Except for manifest error, Bank's decisions, prices, execution, or non-execution of Orders will be final and conclusive.

5. Foreign Currency Drafts. Bank may offer and agree to provide a service whereby Bank shall act as Customer's agent to arrange for the payment of foreign drafts issued by the Customer via USB FX Web ("Foreign Drafts"), which are drawn on the Bank's accounts at various banks with which Bank has a correspondent relationship (each a "Drawee Bank"). Foreign Drafts may not exceed the monetary draft limit communicated to Customer by Bank from time to time in writing. Customer shall draw Foreign Drafts only in accordance with the terms of this Agreement and any related procedures.

a. Stop Payment Orders. Upon receipt of a stop payment order, Bank shall make reasonable efforts to ascertain whether the Foreign Draft has been paid by the Drawee Bank. If such Foreign Draft has not been paid, Bank will send a stop payment notice to the Drawee Bank. Bank shall have no liability for the Drawee Bank's payment of a Foreign Draft over a stop payment order processed by Bank or if the stop payment order does not prevent a Foreign Draft from being legally enforceable for any reason.

b. Refund; Replacement Foreign Drafts. Customer may request Bank to refund the amount of a Foreign Draft or issue a replacement Foreign Draft (the "Replacement Foreign Draft") if the original Foreign Draft and duplicate, if any, are surrendered to U.S. Bank properly endorsed. If the original Foreign Draft is unavailable, Bank will refund the amount of the Foreign Draft or issue a Replacement Foreign Draft in accordance with the terms of the applicable Lost, Stolen or Destroyed Foreign Drafts Affidavit. Any refund shall be at the U.S. dollar equivalent of the amount of the Foreign Draft based upon Bank's buying rate on the date of the refund, and Bank shall deduct from such refund all expenses or fees incurred by Bank or the Drawee Bank in connection with the refund. If Bank determines that there is no ready market for the currency specified in the Foreign Draft, Bank may decline to make such refund unless and until Bank determines such a market exists. Any Replacement Foreign Draft issued shall be priced at the selling rate for the original Foreign Draft.

c. Liability. In addition to liability limitations elsewhere in this Agreement, Bank's liability for any loss or damage shall not exceed the total amount of the fee charged to Customer related to the particular Foreign Draft which gave rise to the loss or damage. Neither Bank nor the Drawee Bank shall be liable for any loss, cost or expenses resulting from the delay in presenting the Foreign Draft for payment or from the refusal or inability of the Drawee Bank to pay the Foreign Draft by reason of any law, decree, moratorium, regulation, compulsion or control of public authority or of domestic or foreign government, de jure or de facto, or any agency thereof, or resulting from declared or undeclared war, censorship, blockade, revolution, insurrection or civil commotion.

d. Drafts; Safekeeping. Bank may deliver to Customer from time to time blank draft forms. Customer shall hold all such draft forms and completed drafts in safekeeping until their use in an authorized transaction by authorized personnel. Customer must destroy all canceled or otherwise used forms and notify Bank in accordance with the procedures.

e. Fees. Customer agrees to pay any service charges incurred by Bank in connection with this service and charges for special services, such as stop payment orders or expenses incurred in attempting to recover the proceeds of erroneously paid Foreign Drafts.

f. Indemnification. Except to the extent caused by Bank's gross negligence or willful misconduct, and except to the extent recovered from the Drawee Bank, the payee or its transferee, Customer shall be liable for and shall indemnify Bank, its directors, officers, employees and agents against any loss, cost or expense (including attorney's fees) arising out of or relating to a Foreign Draft drawn by Customer, including without limitation, the unauthorized completion or use of a Foreign Draft, conversion of a Foreign Draft, regardless of whether the conversion occurs while the Foreign Draft is held by Customer in safekeeping or thereafter, the use of a Foreign Draft for any illegal purpose, the Drawee Bank's payment of a Foreign Draft to a party other than the payee or an authorized transferee, the placement of a stop payment order, the Drawee Bank's failure to honor a timely stop payment order, the Drawee Bank's failure or refusal to pay the Foreign Draft upon presentment, loss of use of funds while recovering a canceled Foreign Draft, errors in the payment of the Foreign Draft, conditions beyond the reasonable control of Bank, exchange rate fluctuations, the insolvency of the Drawee Bank, foreign exchange disruption or suspension caused by political or economic conditions in the Drawee Bank's country or the United States. In the event of any such loss, cost or expense where recovery may be made against persons in the Drawee Bank's country, Bank will make reasonable efforts to assist Customer in attempting to obtain a recovery from those persons; provided, however, that Customer agrees to pay the expense of such recovery efforts, including attorney's fees, and assumes the risk of loss if the recovery efforts do not succeed. Customer's indemnity obligations shall survive any termination of this Agreement.

6. Funds Transfers. Customer authorizes Bank to execute and charge the designated Customer account(s) for wire transfer payment orders delivered to Bank via USB FX Web. Customer agrees that all such wire transfer payment orders will be governed by the relevant Sections of this Agreement.

7. Representations and Warranties. Customer represents and warrants to Bank as of the date of this Agreement and as of the date of each Trade that: (i) Customer is authorized to enter into this Agreement and any Trade, (ii) the persons entering into the Agreement (and each Trade) on Customer's behalf have been duly authorized to do so, (iii) the Agreement (and each Trade) is binding and enforceable against Customer in accordance with its terms, (iv) no Termination Event has occurred or is continuing and (v) Customer is acting as principal with respect to each Trade.

8. Close-Out Events. Each of the following events shall constitute a close-out event under this Agreement (each a "Close-Out Event"): (i) failure by Customer to pay Bank for any amounts due under this Agreement or any Trade, (ii) any voluntary or involuntary insolvency proceeding (including without limitation any proceeding under any bankruptcy, insolvency or other similar laws governing the operations of Customer) shall have been commenced against Customer, (iii) Customer fails, or is otherwise unable, to pay its debts as they become due, (iv) Customer disaffirms, disclaims or repudiates any Trade, (v) any

representation made by Customer under this Agreement shall prove to have been false or misleading in any material way at the time that it was made, (vi) Customer shall be in default of any agreement between Customer and Bank or its subsidiaries or affiliates.

9. Rights Upon Close-Out Event. If a Close-Out Event has occurred, Bank shall have the right to terminate this Agreement and, upon notice to Customer, close out all outstanding Trades on a date specified by Bank (the "Close-Out Date"). In such event, Bank shall liquidate such Trades by calculating in good faith the gain or loss of all Trades as follows: (i) determine the close out amount of each Trade, which shall be equal to the sum of the face value of each Trade in a particular currency with a Settlement Date that is the same or later than the Close-Out Date and the face value of each Trade in the same currency with a Settlement Date prior to the Close-Out Date, plus interest at the overnight LIBOR rate from and including the Settlement Date, but excluding the Close-Out Date, (ii) convert the close out amount of each group of like currency Trades into United States Dollars at the rate of exchange at which, at the time of the calculation, Bank may buy U.S. Dollars with or against currency of each closed out Trade and (iii) determine for each Trade the sums that would have been owed by Customer to Bank and the sums that would be owed by Bank to Customer (adjusted to present value by discounting the gain or loss at overnight LIBOR from and including the Settlement Date, but excluding the Close-Out Date). The preceding amounts shall be aggregated, so that all such amounts are netted into a single liquidated amount payable to or by Bank. Customer shall pay on demand any amounts owing to Bank pursuant to this section and Bank's calculations shall be conclusively binding against Customer, absent manifest error.

B. FOREIGN CURRENCY ACCOUNTS

1. Introduction. If requested by Customer and agreed to by Bank, Customer may open a Foreign Currency Account ("FCA") at either U.S. Bank National Association ("Standard FCA") or U.S. Bank National Association, Cayman Branch ("Cayman FCA").

2. Permitted Deposits. Bank may accept the following for deposit into a FCA:

- a. Proceeds of matured foreign exchange purchase contracts;
- b. Proceeds of foreign currency denominated letters of credit or collection;
- c. Incoming international funds transfers;
- d. Proceeds of loan disbursements; or
- e. Checks and other items subject to collection may not be available until funds are received by Bank

Bank will not accept currency or coin for deposit into a FCA. Deposits not specifically enumerated above may be allowed if agreed to by Bank in writing. Only collected and verified funds can be deposited into a FCA, whereupon funds will be immediately available for withdrawal or transfer by Customer.

3. Withdrawals. Customer can make withdrawals out of a FCA in the following ways:

- a. Settlement of a foreign currency exchange sale contract;
- b. Negotiation of foreign currency denominated letters of credit or collection;
- c. Outgoing international funds transfers by wires initiated in accordance with Bank procedures; or
- d. Payment of a foreign currency loan.

Each of these methods of making a withdrawal will result in an immediate debit to the FCA for the entire amount Customer has elected to withdraw from such FCA.

4. Interest. Interest is not paid on Standard FCAs. Interest rates offered on Cayman FCAs are determined in Bank's discretion based on the applicable currency. Such interest rates may be set at zero. Interest is calculated based on the average daily balance method. The average daily balance method is an annualized rate that reflects the relationship between the amount of interest earned each fiscal month and the average daily balance in the account for such fiscal month.

5. Denomination. Customer will elect the denomination of each FCA on a separate account opening document. Transfers of funds into and out of a FCA in the currency in which that particular FCA is denominated will be made without regard to the equivalent value of that sum of foreign currency in U.S. Dollars or other foreign currencies. Transfers of funds into and out of a FCA in a currency other than the currency in which that particular FCA is denominated may be accommodated by the Bank in its discretion. Such transfers will be made at the prevailing exchange rate determined by Bank.

6. Non-Business Days. In addition to Non-Business Days specified in the Agreement, there will occasionally be other days on which Bank cannot process or complete a transaction due to holidays in foreign countries (including, but not limited to, Cayman Island holidays with respect to Cayman FCAs).

7. Other Terms. Bank may refuse a deposit, limit the amount which Customer may deposit, return all or any part of a deposit, or require that Customer close a FCA at any time. Bank may also close a FCA without prior notice and remit to Customer any balance remaining after taking into account all pending debits and charges against such FCA.

8. Foreign Currency Account Risks. Investing in any currency other than the base currency of the Customer carries risk. The value of the balances in such accounts may be significantly affected by changes in currency exchange rates. Some other risks of maintaining foreign currency balances include, but are not limited to: the effects of a different economic system in a foreign country, future political and

economic developments, possible imposition of exchange controls or other government restrictions, and with respect to certain countries, the possibility of expropriation or confiscatory taxation, political or social instability, or diplomatic developments which could adversely affect the value of the currency. Should Bank's balances in a foreign country become blocked or withdrawals by Bank become otherwise restricted, Customer's funds in the FCA will likewise be blocked or otherwise restricted.

WHILE DEPOSITS IN STANDARD FCAS MAY BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") UP TO A MAXIMUM AMOUNT ALLOWED BY LAW, CUSTOMER IS NOT PROTECTED BY BANK AGAINST FOREIGN CURRENCY EXCHANGE RATE FLUCTUATIONS OR FROM INABILITY TO ACCESS FUNDS FROM FOREIGN REGULATIONS BY THE FDIC INSURANCE, OR ANY OTHER INSURANCE OR GUARANTY PROGRAM. CUSTOMER ASSUMES ALL RISK OF LOSS ARISING FROM ANY ACTION TAKEN WITH RESPECT TO THE CAYMAN FCAs BY THE GOVERNMENT OF THE CAYMAN ISLANDS OR ANY SOVEREIGN OR MILITARY POWER (DE FACTO OR DE JURE). IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S CAYMAN FCA WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FDIC AND WILL THEREFORE NOT BE INSURED BY THE FDIC. CUSTOMER'S CLAIM FOR FUNDS HELD IN THE CAYMAN FCA WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.

9. Limitations on Liability.

In addition to other limitations on liability set forth in this Agreement, Customer expressly releases and holds harmless Bank, and its affiliates, agents and employees, from any liability, loss, damage or claim related to currency exchange rates or fluctuations in value of the currency in which the applicable FCA is denominated with respect to the U.S. Dollar and other currencies. Customer hereby assume all risks related to currency exchange rates and fluctuations in currency values, including that the foreign currency in a FCA might be worthless, in U.S. Dollars or other foreign currencies, than the U.S. Dollar or other foreign currency equivalent of such funds at the time deposited into the FCA. Bank makes no warranty and no representation about the value of any FCA balance at any time.

VI. TERMS APPLICABLE TO SPECIFIC MONEY CENTER AND SAFEKEEPING SERVICES

The following are additional terms and conditions applicable to specific Money Center and Safekeeping Services offered by Bank. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in this Section VI to the extent Customer is not using such Service(s).

A. INVESTMENT AND DEPOSITORY SERVICES

From time to time, Customer may purchase through or from and/or sell to or through Bank certain Securities (defined below), or may make Time Deposits (defined below) at Bank through Bank's Money Center Department (the "Money Center Department"). All such transactions shall be effected upon the following terms and conditions.

1. Definitions.

- a. "Securities" means all bankers' acceptances, certificates of deposit issued by financial institutions other than Bank, commercial paper, government securities as defined by the Securities Exchange Act of 1934 ("Act"), municipal securities (as defined by the Act), securities sold subject to repurchase agreements, and all other investment securities or products now or hereafter offered by Bank to Customer, other than Time Deposits.
- b. "Time Deposit" means any time deposit now or hereafter maintained by Bank for Customer through the Money Center Department.
- c. "Confirmation" means the confirmation statement described in paragraph 6 of this Section VI(A) below.
- d. "Settlement Account" means any settlement account designated by Customer in a written notice delivered to Bank.
- e. "Variable Debit" means the amount by which a debit to a Settlement Account differs from the amount of the immediately preceding debit.

2. Capacity of Bank; Compensation.

- a. In General. In any transaction governed by this Section VI(A), Bank may be acting as principal, riskless principal, or agent. Bank's capacity in any transaction involving Securities is indicated on the Confirmation.
- b. Transactions as Principal. When acting as a principal in transactions involving Securities, Bank will either buy Securities for its own account or sell for its own account Securities owned by Bank, whether such Securities are bought before or after receiving Customer's order. In such transactions, Bank's compensation, if any, is reflected in the price at which Bank buys and sells the Securities.
- c. Transactions as Riskless Principal. When acting as a riskless principal in transactions involving Securities, Bank will, after receiving an order to buy or sell Securities from Customer, buy or sell Securities for its own account to offset a contemporaneous sale to or purchase from Customer. In such transactions Bank's compensation, if any, is reflected in the price at which Bank buys and sells the Securities.
- d. Transactions as Agent. When acting as Customer's agent, Bank will buy or sell Securities solely for Customer's account. In such transactions, Bank's compensation due from Customer, if any, is the amount of agency service charge indicated on the Confirmation.
- e. Additional Fees. In addition to compensation received as a principal, riskless principal, or an agent, Bank (and the financial institution maintaining the Settlement Account, if other than Bank) may charge additional fees for services related to a transaction as specified in the current fee schedule as provided to Customer, which may be amended from time to time upon notice to Customer.
- f. Other Compensation. Bank shall not be prohibited from contracting for and receiving a fee or other compensation from any other party in connection with any transaction hereunder, and any such fee or compensation from such other party shall be in addition to, and shall not be applied as a reduction of, any fee or compensation due from Customer to Bank. Such additional compensation may include, without limitation, applicable advisory, custodial, distribution and/or shareholder service fees (which may be paid as 12b-1 service fees) that Bank or its

affiliates may receive from various mutual funds and/or mutual fund service providers, based upon moneys invested in the funds, and Customer acknowledges that those fees may be paid to Bank for such services.

3. Transaction Requests. Each transaction will be made pursuant to Customer's verbal or written request, or electronically via a trading system provided or approved by Bank. Customer may give written instructions to Bank via email by sending such instructions to Bank's email address of record, in accordance with the delivery requirements of this Section VI(A), as designated from time to time by Bank. In the event transaction requests are submitted to Bank via email, Bank is authorized to act upon any such transaction request received immediately upon receipt thereof. Bank is under no obligation to deliver to Customer acknowledgement that it has received Customer's transaction request received via email. Bank may reject, refuse to honor, or reverse all or any portion of any transaction request with or without notice. All claims against Bank for failure to properly follow the instructions of Customer must be made within sixty (60) days from the date on which the instructions were received by Bank or such claims are expressly waived by Customer. Customer acknowledges that with respect to certain money market, mutual fund or other similar investments that Customer may acquire through Bank, such funds may from time to time have an ownership interest in securities issued by Bank or its affiliates.

4. Settlement Account. Unless otherwise specified, Customer unconditionally authorizes, empowers, and directs Bank (and any financial institution maintaining the Settlement Account) to: (i) debit the Settlement Account on the settlement date indicated on the Confirmation for the full amount of each transaction effected under this Section VI(A) (including all fees and charges payable hereunder), notwithstanding that such debit may cause the Settlement Account to be overdrawn; and (ii) credit the Settlement Account with interest payments, maturity payments or other appropriate payments. Customer represents that no party other than the individuals designated from time to time by Customer to Bank as having such authority is required to authorize the Money Center Department to debit or credit the Settlement Account. Customer authorizes the financial institution maintaining the Settlement Account to accept debit and credit entries to the Settlement Account until this authorization is cancelled in writing through written notification of its termination in sufficient time and in such manner as to allow the financial institution maintaining the Settlement Account and the Money Center reasonable opportunity to act on it. Customer acknowledges that it has the right to receive notice from the Money Center Department of a Variable Debit (as defined above) 10 days prior to such debit, however, Customer hereby elects not to receive such notice when the Variable Debit is between \$1 and \$100,000,000.

5. Delivery. Pursuant to instructions given in a manner consistent with paragraph 3 of this Section VI(A), Customer shall direct the delivery of any Securities purchased hereunder to any account set forth in such instructions, which account may be a safekeeping account maintained at Bank, in which case such Securities will be held in accordance with the Safekeeping Terms And Conditions set forth in Section VI(B) below. If Customer shall otherwise direct the delivery of any Securities that are being sold by Bank subject to a repurchase agreement, Bank shall have the right to require that such Securities be delivered to a third-party bailee selected by Bank to hold such Securities, subject to the rights and obligations of Customer and Bank hereunder. With respect to Time Deposits, Bank will issue no certificate, passbook, or any other evidence of deposit except for the Confirmation.

6. Confirmation Statements. Promptly after effecting any transaction pursuant to this Section VI(A), Bank will deliver to Customer (via mail, fax, email, or other electronic means, including without limitation posting to a password protected website) a confirmation statement (the "Confirmation") which shall identify Bank and Customer and specify the trade and settlement dates of the transaction, the issuer and par amount of any Securities or the principal amount of any Time Deposit, the interest rate or discount rate applicable to any Securities or Time Deposit, the maturity date of the transaction, the capacity of Bank as principal, riskless principal or agent, any terms and information required by applicable law, and any other terms and information which Bank may include at its sole and absolute discretion. The information contained on the Confirmation shall be considered true and correct and conclusively

binding upon Customer unless Customer notifies Bank of any error therein within three (3) business days after the date the Confirmation is deemed as delivered to Customer pursuant to paragraph 14 of this Section VI(A) below.

7. Disclosures, Notices and Other Account Information. All disclosures, notices and other Customer account information from Bank may be delivered to Customer in electronic form (including, without limitation posting to a password protected website) to the extent Customer elects to receive such information through electronic delivery, subject to the Terms and Conditions of Electronic Delivery set forth in Section VI(C) below. Customer agrees that sending information in this manner will constitute good and effective delivery of the information to Customer, regardless of whether Customer actually accesses the website or other electronic medium containing the information.

8. No Representation or Warranty. Customer acknowledges and agrees that Bank makes no representation or warranty, express or implied, with respect to the validity, enforceability, collectibility, or investment quality of any Securities sold hereunder.

9. Interest on Time Deposits. All Time Deposits will earn interest from the date of deposit until their respective maturity dates computed at the rate and in the manner established by Bank from time to time. Bank will advise Customer of the applicable interest rate at the time that the request for the Time Deposit is made.

10. Early Withdrawal of Time Deposits. Customer agrees that each Time Deposit will remain on deposit with Bank until the maturity date thereof. A penalty may be imposed if Customer withdraws the principal of any Time Deposit before the maturity date thereof. The amount of such penalty will be specified in the current fee schedule, which may be amended from time to time.

11. Repurchase Transactions. Customer shall not be entitled to purchase any Securities which are government securities, subject to Bank's agreement to repurchase, and to be held by Bank for the account of Customer, unless Customer shall first have executed and delivered to Bank a written repurchase agreement, in substance satisfactory to Bank, governing such repurchase transaction. In the event of any conflict between the terms of such written repurchase agreement and the terms of this Section VI(A), the terms of such written repurchase agreement shall control.

12. Joint Accounts. In the event that any account opened hereunder is a joint account for more than one Customer (each such Customer hereafter called a "Co-Tenant"), all Co-Tenants jointly and severally agree that any one Co-Tenant shall have authority on behalf of the joint account (i) to buy, sell, and otherwise deal in Securities at Bank and to establish Time Deposits at Bank through Bank; (ii) to receive on behalf of such joint account Confirmations and all other demands, notices, reports, statements of account and communications of every kind; and (iii) to deal with Bank on behalf of such joint account as fully and completely as if such Co-Tenant alone were interested therein, all without notice to the other Co-Tenant(s). Bank is authorized to follow the instructions of any Co-Tenant given in accordance with paragraph 3 of this Section VI(A) in every respect concerning such joint account and is under no duty to inquire into the purpose or propriety of any such instruction. The liability of each Co-Tenant with respect to such joint account shall be joint and several. Any notice sent to one Co-Tenant shall be deemed to be notice to all Co-Tenants. If conflicting instructions are received from a Co-Tenant (whether one or more), Bank may, at its sole and absolute discretion, take any of the following actions: (a) choose which instructions to follow and which to disregard; (b) suspend all action in the account until written instruction signed by all owners is received; (c) close the account and deliver all securities and other property, net of debits or liabilities, to the address of record; and/or (d) take other appropriate legal action.

13. Amendment; Termination. Notwithstanding the provisions set forth in paragraph 28 of Section II above, Bank may amend the terms set forth in this Section VI at any time in any respect, effective upon thirty (30) days prior notice to Customer and Customer or Bank may terminate the Service(s) described in this Section VI at any time effective upon notice to the other party. If any Service described in this Section VI is

terminated for any reason, Customer will continue to be responsible for any obligation incurred by Customer prior to termination.

14. Notices. All Confirmations, notices, or other disclosures or communications from Bank to Customer shall be deemed delivered upon transmission of fax, email, or other electronic communication to Customer or upon five (5) business days after the date of deposit in the United States mail, postage prepaid, and addressed to the mailing or email address provided to Bank. All written confirmations, notices, instructions, or other communications from Customer to Bank shall be sent to the attention of Customer's Money Center Department representative at such address designated by Bank from time to time.

15. Recording Conversations. Customer acknowledges and agrees that Bank may record any telephone conversations with Customer without further notice.

16. No Investment Advice. Customer acknowledges that Bank will not provide supervision, recommendations or advice to Customer in connection with the investment, purchase, sale, retention, or other disposition of any Securities.

17. ERISA. If assets of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), are intended to be deposited, invested or used by Customer in a transaction under this Section VI(A), Customer shall notify Bank prior to effecting that deposit, investment or transaction and will provide Bank with any additional information as Bank may reasonably request. Customer represents and warrants to Bank that any deposit, investment, or transaction pursuant to this Section VI(A) shall not result in a prohibited transaction under ERISA or shall otherwise be exempt, and Customer further agrees to indemnify and hold Bank harmless from any loss or claim arising therefrom.

B. SAFEKEEPING TERMS AND CONDITIONS

From time to time, Customer may open a safekeeping account or accounts through Bank's Safekeeping Department (the "Safekeeping Department") to hold Securities, including Securities purchased to or through the Money Center, and Bank and Customer agree that such accounts and any Securities held therein will be subject to the following terms and conditions.

1. Custody of Securities. Bank agrees to hold and keep as custodian hereunder all securities that Bank has agreed to accept for the account of Customer ("Safekept Securities") and to deliver such Safekept Securities as Customer directs pursuant to the terms and conditions as described below. Bank in its discretion may refuse to accept any security for safekeeping and in any case will not accept any security for safekeeping unless it is fully paid for or good funds are available to Bank to pay for any such unpaid security.

2. Customer Instructions. Bank is authorized to accept, act upon and rely upon all written instructions given by Customer or those Authorized Users designated from time to time by Customer to Bank as having such authority as provided in accordance with this Agreement. Customer hereby represents and warrants that each Authorized User is authorized to give instructions to Bank. Customer may give written instructions to Bank via email by sending such instructions to Bank's email address of record (as may be designated from time to time by Bank) and Bank is authorized to act upon any such transaction request received immediately upon receipt thereof. Bank is under no obligation to deliver to Customer acknowledgement that it has received such instructions via email. Bank shall not be liable in any manner if it executes any oral or written instruction that comes from Customer or its Authorized User. All claims for failure to properly follow the instructions of Customer or the Authorized User must be made within thirty (30) days from the date on which the instructions were received by Bank or such claims are expressly waived by Customer.

3. Securityholder Information. Unless otherwise required by law or pursuant to written instructions, in no event shall Bank be responsible to take any action concerning any puts, calls, conversions, exchanges, reorganizations, offers, tenders or other corporate actions or similar matters relating to Safekept Securities other than to forward to Customer or its Authorized User all information received by Bank relating to any such transaction. Customer agrees that its instructions to Bank with respect to any such actions shall be in writing and delivered to Bank within sufficient time for Bank to act thereon if any action is required. Bank shall forward to Customer at Customer's address so provided to Bank any proxies, financial statements or written notices received by Bank relating to Safekept Securities held on behalf of Customer. All proxies and proxy material received by Bank relating to Safekept Securities are to be voted by Customer or per Customer's timely written instructions to Bank. Safekept Securities called for redemption prior to maturity will be presented for payment provided the trustee gives Bank adequate notice of redemption. Should any Safekept Security be called for partial redemption by the issuer of such security, Bank is authorized to accept the allocation applied by any central depository. If Bank has to allocate any redemption among its accounts, Bank shall allot the redemption proceeds in any manner it deems fair and equitable in its sole discretion.

4. Registration and Third Party Depositories. Bank shall register Safekept Securities in nominee name, and may from time to time change the registration of Safekept Securities from nominee name to Customer's name or vice versa; provided that Customer timely completes any necessary documentation provided by Bank to change the registration of the Safekept Securities. Safekept Securities held in nominee name may be deposited with The Depository Trust Company or other third party depository acceptable to Bank. Securities that are depository eligible will be held at the depository in the depositor's nominee name.

5. Collection of Income and Principal. Bank shall collect and receive the interest, principal and other income payable in connection with the Safekept Securities and shall pay any amounts so collected or received to, or credit the account of, Customer so specified to Bank or any other settlement account subsequently designated by Customer to Bank (the "Settlement Account"). Bank shall not be obligated (a) to pay to or credit the account of Customer with any payment of interest, principal or other

income until Bank receives such payment in immediately available funds, or (b) to institute or participate in any collection proceedings or other proceedings to enforce Customer's rights relative to any Safekept Securities or to pursue any remedies on behalf of Customer. Bank is authorized to sign on behalf of Customer any declarations, affidavits, certificates of ownership or other documents relating to securities held by Bank in nominee name that are now or may hereafter be required with respect to all coupons, registered interest, dividends or other income.

6. Settlement Account. Unless otherwise specified, Customer unconditionally authorizes, empowers, and directs Bank (and any financial institution maintaining the Settlement Account) to (i) debit the Settlement Account on the settlement date indicated on the confirmation for the full amount of each transaction effected under this Section VI(B) (including all fees and charges payable hereunder), notwithstanding that such debit may cause the Settlement Account to be overdrawn and (ii) credit the Settlement Account with interest payments, maturity payments or other appropriate payments. Customer represents that no party other than those individuals so designated from time to time as having such authority is required to authorize the Safekeeping Department to debit or credit the Settlement Account. Customer authorizes the financial institution maintaining the Settlement Account to accept debit and credit entries to the Settlement Account until this authorization is cancelled in writing through written notification of its termination in sufficient time and in such manner as to allow the financial institution maintaining the Settlement Account and the Safekeeping Department reasonable opportunity to act on it. Customer acknowledges that it has the right to receive notice from the Safekeeping Department of a Variable Debit (as defined below) 10 days prior to such debit, however, Customer hereby elects not to receive such notice when the Variable Debit is between \$1 and \$100,000,000. "Variable Debit" means the amount by which a debit to a Settlement Account differs from the amount of the immediately preceding debit.

7. Return of Payments. Customer will repay Bank, or Bank may credit Customer's Settlement Account, in the event that for any reason: (i) Bank is required to return to the issuer or to a third party any payments; (ii) Bank fails to receive from the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities; or (iii) Bank must return to the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities.

8. Receipt and Delivery of Securities. Bank shall not be liable or responsible for or on account of any act or omission of any broker or other Agent designated by Customer or, in the absence of such designation, selected by Bank to receive or deliver Securities for the account of Customer.

9. Withdrawal of Securities. Any and all Safekept Securities may be withdrawn from Bank at any time upon a written order or receipt signed by Customer or its Authorized User. Withdrawal or delivery of securities is subject to availability (e.g., among other reasons, securities involved in a corporate action or in frozen status, restricted securities, or pledged securities may not be available for withdrawal or delivery).

10. No Investment Advice. Customer acknowledges that Bank will not provide supervision, recommendations or advice to Customer in connection with the investment, purchase, sale, retention or other disposition of the Safekept Securities.

11. Standard of Care. Bank shall use reasonable care in carrying out its duties under this Section VI(B). For purposes of this Section VI(B), "reasonable care" shall mean the same degree of care and protection that Bank gives to its own property. Customer shall indemnify and hold harmless Bank, its directors, officers, employees and agents, for and against all claims, losses, liabilities and expenses of any nature or kind, including, without limitation, Bank's reasonable legal fees and any and all expenses arising from any claim of any party resulting from any actions taken by Bank pursuant to this Section VI(B). Bank shall not be liable, directly or indirectly, for any damages or expenses arising out of the services Bank provides in accordance with this Section VI(B) except where Bank fails to act in good faith or in accordance with reasonable commercial standards of banking business. In no event shall Bank be liable for special, consequential or punitive damages even when Bank has been advised of the possibility of such damages.

12. Fees and Expenses. Customer shall pay to Bank such fees as shown on the current fee schedule, which may be amended from time to time by Bank. If the fee schedule is amended, the amended fees will apply to any Safekept Securities being held in safekeeping at that time. In addition, Customer shall reimburse Bank for its commercially reasonable out-of-pocket expenses, including, but not limited to: postage, insurance, registration fees, wire fees, and other fees incurred by Bank in connection with the Safekept Securities and its services provided under this Section VI. If Customer fails to pay Bank any sums due under this Section VI within 30 days after a written late notice is sent to Customer by Bank, Bank shall be entitled to exercise any one or more of the following options:

- a. to offset any sums due against any funds of Customer on deposit with Bank;
- b. to offset any sums due against any interest, principal or other income received or to be received for Customer's safekeeping account or accounts maintained pursuant to this Agreement;
- c. to terminate this Agreement and return the Safekept Securities to Customer at Customer's expense; and
- d. to avail itself of any other remedy it may have in law or in equity.

13. Record and Taxes. Bank shall maintain records of Customer's account and provide Customer with a Confirmation/Custody Receipt for all Safekept Securities following delivery to Bank and periodic statements of Safekept Securities on deposit with Bank. Bank will also send to Customer such notices and reports required by law. Customer understands and agrees that it is Customer's obligation to prepare and file all required tax returns and to pay all taxes due on any income Bank collects for Customer.

14. Subaccounts. If Customer notifies Bank that Customer's account is a master account for multiple underlying accounts (the "Subaccounts") of Customer's customers or other parties, the underlying owners of the Subaccounts shall not be deemed as third-party beneficiaries under this Safekeeping Agreement and Bank shall have no duties or obligations to those parties. Bank will conduct tax reporting as if Customer, and not Bank, was the applicable payor of the Subaccounts and Customer will be responsible for all fees and penalties imposed by relevant taxing authorities due to inaccurate reporting.

15. Amendment or Termination of Services.

a. Except as provided in paragraph 12 of this Section VI(B), the provisions of this Section VI(B) may be amended only by written amendment executed by both Customer and Bank; provided, however, that the terms of this Section VI(B) may also be amended by Bank if Bank gives written notification of such amendment to Customer and Customer does not terminate its use of Services described in this Section VI(B) within 30 days of such notification. Customer agrees that failure to so terminate such Services constitute consent to such amendment. The Services provided pursuant to this Section VI(B) may be terminated at any time either by Customer or by Bank upon written notification to the other, whereupon all Safekept Securities shall be delivered or surrendered to Customer upon a written order or receipt signed by Customer or its Authorized User; provided, however, that Bank may offset any sums due Bank as provided in paragraph 12 of this Section VI(B). Such delivery and the termination of Services shall release Bank from all further liability and responsibility under this Section VI(B).

b. The provisions of this Section VI(B) shall be continuous and shall survive any temporary or intermittent closing of any safekeeping accounts with Bank, and shall replace and substitute any prior agreement regarding the subject matter hereof between Bank and Customer despite language in such prior agreement that such prior agreement was continuous.

c. The provisions of this Section VI(B) or any of Bank's rights and obligations hereunder shall be assignable by Bank to any entity affiliated by common control with Bank or to any successor of Bank upon merger, consolidation, reorganization or otherwise. This Agreement shall not be assignable by Customer. The provisions of this Section VI(B) shall inure to the benefit of and be binding upon Bank, its successors and assigns

and Customer, his/her heirs, administrators, executors, successors and assigns.

16. Written Confirmation, Notices, Instructions and Other Communications. All Confirmations, notices, or other disclosures or communications from Bank to Customer shall be deemed delivered upon transmission of fax, email, or other electronic communication to Customer or upon five (5) business days after the date of deposit in the United States mail, postage prepaid, and addressed to the mailing or email address provided to Bank. All written confirmations, notices, instructions, or other communications from Customer to Bank shall be sent to the attention of Customer's Safekeeping representative at such address designated by Bank from time to time.

C. TERMS AND CONDITIONS FOR ELECTRONIC DELIVERY

The following sets forth the terms and conditions of use of Bank's electronic delivery and notification service (the "Electronic Delivery Service") in connection with account(s) with the Money Center Department or Safekeeping Department.

The Electronic Delivery Service described in this Section VI(C) shall constitute an Internet Service as defined in Section III of this Agreement and shall be subject to the terms set forth therein, as well as any other agreements between Customer and Bank and any applicable laws or regulations. If there is a conflict between the terms and conditions set forth in this Section VI(C) and the terms and conditions of any other section of this Agreement or any other agreement between you and us as they relate to the Electronic Delivery Service, the terms and conditions set forth herein will control.

1. Electronic Delivery of Documents. Customer may elect to receive Account Communications (defined below) related to your account(s) electronically. All Account Communications will be delivered electronically by posting to Bank's password protected website designated for Customer's account(s) or, at Bank's election, delivered via electronic mail to the email address provided by Customer to Bank. "Account Communications" include, without limitation, all current and future account statements, trade confirmations, security notices, maturity notices, prospectuses, offering and disclosure documents, shareholder communications (such as quarterly, semi-annual and annual reports, proxy statements, etc.), regulatory communications and other information, documents, data, notices and records regarding Customer's account(s) with Bank. Bank may, from time to time, designate additional Account Communications that are then eligible for electronic delivery through the Electronic Delivery Service, the delivery of which will then be subject to these terms and conditions. From time to time, Bank may add to, modify or delete any feature of the Electronic Delivery Service or Account Communications eligible for delivery through the Electronic Delivery Service at its sole discretion. Customer acknowledges and agrees that by being enrolled in the Electronic Delivery Service, Customer will no longer receive Account Communications by mail that is otherwise available for delivery as part of the Electronic Delivery Service.

2. Accessing Account Communications. Bank will notify Customer via email when Account Communications are posted. Bank may also provide, in its sole and absolute discretion, Account Communications directly via email. Customer may access all Account Communications for at least thirty days from the date of initial posting. Customer acknowledges and agrees that all Account Communications will be deemed to constitute good and effective delivery to Customer upon posting, regardless of whether Customer actually or timely receives or accesses the Account Information, or if Account Communications are delivered directly to Customer via email, when so delivered.

3. Changes in Delivery Method. Customer must notify Bank if it wishes to discontinue the Electronic Delivery Service. Following Bank's receipt of such notice and after Bank has a reasonable opportunity to act on such notice, Customer will thereafter begin to receive mailed Account Communications beginning with your next statement cycle and/or mailed confirmation statements.

4. Reporting Unauthorized Transactions or Erroneous Statements. Customer agrees to promptly and carefully review all Account Communications as and when delivered and notify Bank via telephone within three business (3) days of delivery (unless otherwise expressly provided for in the applicable customer agreement or safekeeping agreement) if Customer objects to the information provided. Absent such timely objection, Bank shall treat such information as accurate and conclusive.

5. Third Party Services. Customer acknowledges and agrees that receipt of email notifications when Account Communications are posted may be delayed, or prevented by factors affecting Customer's or Bank's Internet service provider(s), phone operator(s), and such other similar entity ("Third Party Service Providers"). Bank makes no representations or warranties whatsoever with regard to the products and services offered by such Third Party Service Providers and shall not be liable for any loss caused, in whole or in part, by a Third Party Service Provider.

6. International Use. Bank makes no representations or warranties that any content or use of the Electronic Delivery Service is appropriate or available for use in locations outside the United States and accessing the Electronic Delivery Services from territories where its contents or use is illegal and is prohibited by Bank. If Customer accesses the Electronic Delivery Service from locations outside the United States, Customer does so at its own risk. Customer is responsible for compliance with all local laws.

7. Proprietary Rights; Materials; Trademarks. All content included or available through the Electronic Delivery Service (other than Customer's account information), such as advertisements, text, graphics, logos, button icons, images, audio clips and software, is the property of Bank and/or third parties and is protected by copyrights, trademarks or other intellectual property rights. The compilation (meaning the collection, arrangements and assembly) of all content on the Electronic Delivery Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights. The trademarks, logos, and service marks displayed on the Electronic Delivery Service (collectively, "Trademarks") are the registered and unregistered Trademarks of Bank or third parties. Under no circumstances may Customer use, copy, alter, modify or change these Trademarks. Nothing contained on the Electronic Delivery Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Bank or the third party that has rights to such Trademark, as the case may be.



Master Services Agreement (Governmental Entities)

Customer Tax Identification Number: _____

I, _____, HEREBY CERTIFY that I am _____
of _____ ("Customer"). I further certify that I have full power and lawful authority
to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action
required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed
below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the
terms and conditions for those specific services described, to the extent Customer elects not to use such service(s).
Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.

2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.

3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.

4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.

6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE:

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.

12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.

13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.



Master Services Agreement (Governmental Entities)

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

The undersigned Contract Signers have executed this MSA as of the _____ day of _____, 20 _____.

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

Contract Signer
Signature: _____
Print Name: _____
Print Title: _____

For Internal Use Only:

Review _____ Validation Method _____ TL Review _____ Imaged _____



Appendix A Account Signers

Customer Information

Customer Name: _____ Tax Identification Number: _____

Account Information

| Account Name | Account Number | Tax Identification Number |
|--------------|----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Authorized Account Signers

| Name | Title | Specimen Signature |
|------|-------|--------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

The Contract Signer listed below represents and warrants to the Bank that: (i) the signatures listed above are the true and authentic signatures of the Authorized Account Signer(s); (ii) that each Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and (iii) he/she is authorized to complete this Appendix A for each Customer listed above.

Contract Signer Signature: _____ Print Title: _____
Print Name: _____ Date: _____

| | | | |
|--|-------------------------|-----------------|--------------|
| For Internal Use Only: | | | |
| Authorized Signers are related to the Master Services Agreement dated: _____ | | | |
| Review _____ | Validation Method _____ | TL Review _____ | Imaged _____ |

Key Personnel

Your U.S. Bank team will consist primarily of a Relationship Manager, Assistant Relationship Manager, Treasury Management Consultant, and dedicated Commercial Customer Service Support personnel. Each member is backed by counterparts within their respective division, and by division management.

All of the U.S. Bank personnel assigned to the State of Nebraska Relationship have the background, industry knowledge, experience and track record in implementing large banking and cash management systems similar to the state of Nebraska are outlined below.



Greer Almquist

State of Nebraska Relationship Manager
Vice President, Government Banking Relationship Manager
402-536-5101

greer.almquist@usbank.com

Greer will serve as the State of Nebraska's Relationship Manager, the State's primary bank contact, and strategic business partner. He is responsible for bringing the full resources of U.S. Bank to the State of Nebraska.

Greer joined U.S. Bank in 2011 as a Government Banking Relationship Manager and worked with public fund entities throughout Missouri. In the summer of 2012, Greer moved to Nebraska to work with the State and other public fund entities throughout Nebraska, Iowa, South Dakota, Oklahoma and Louisiana. Prior to joining U.S. Bank, Greer worked with public fund entities throughout Missouri and Kansas to help provide solutions for their energy needs.

Greer graduated from Webster University with his Master of Business Administration in 2008 and his Bachelor of Arts in Political Science from the University of Missouri in 2000.

References

| | | |
|---|--|---|
| Steve Hubka City of Lincoln 555 S. 10 th Street Lincoln, NE 68508 402-441-7698 | Donna Waller City of Omaha 1819 Farnam Street Omaha, NE 68183 402-444-5472 | Mike Kunkle Omaha Public Schools 3215 Cumming Street Omaha, NE 68131 402-557-2155 |
|---|--|---|



Lisa Lefler

Vice President, Treasury Management Payments Consultant
402-434-1292

Lisa.lefler@usbank.com

Lisa has 12 years of banking experience with U.S. Bank -- the last eight of which have included her current role as a Treasury Management sales consultant. In this role, Lisa supports commercial and government relationships within the geographic region of Nebraska and South Dakota. Previous to Lisa's Treasury Management experience, she was a credit analyst for a leasing division within U.S. Bank.

Lisa holds a Bachelor of Science degree in Management and Finance from Southwest Minnesota State University. She currently serves on the board of the Nebraska Association of Financial Professionals.

References

| | | |
|--|--|--|
| Sandra Vanneman South Dakota Department of Social Services 700 Governors Drive, Pierre, SD 57501 605-773-5850 | Mark Weeder Nebraska Public Power District 1414 15th Street, Columbus, NE 68602 402-563-5465 | Kim Noel Cabela's Inc. 1 Cabela Drive, Sidney, NE 69160 308-255-1839 |
|--|--|--|



Cheryl Lehotyak
Vice President, TM Technical Solutions Consultant
402-536-5110
Cheryl.Lehotyak@usbank.com

Cheryl has over 27 years of years banking experience, 23 of which have been with U.S. bank. Cheryl specializes in receivable payment strategies and integration. Her deep product expertise covers E-Lockbox, Wholesale Lockbox, Retail Lockbox, Healthcare Payments, Consolidated Receivable Files and EDI/ACH Remittance Files. She is known for her hands on approach in helping organizations fit solutions that drive efficiencies within their accounts receivables process. Prior to joining the Technical Solutions Team, Cheryl was a Treasury Management Consultant for 10 years. In addition to Treasury Management experience, Cheryl worked in Retail Banking in a variety of areas from consumer sales management, risk management and operations.



Mary Ann Hollis
Assistant Relationship Manager
Government Banking Division
877-362-8416
mary.hollis@usbank.com

Mary Ann has 24 years of banking experience with U.S. Bank. The last fourteen years have been with the Government Banking division. In her current role, Mary Ann provides support and backs up the relationship manager.

Prior to joining the Government Banking Division, she worked as a Branch Manager and Customer Service Manager. Through these positions she has gained extensive operational and customer service experience.

Mary Ann has a Bachelor's degree from Central Missouri State University.

E-Lockbox Implementation

PROCESS

A. Gather Documentation

1. Execute Contract
2. Complete U.S. Bank's Data Transmission Questionnaire
3. Complete the Biller Profile

This is the profile used to identify NCSPC as a biller capable of receiving electronic payments. In this document, we gather:

- Alias Names (Your legal name and other names your customers may use to identify payments to you.)
- Account Mask (Parameters that help us understand what your account numbers should look like. This information is used to prohibit obviously wrong account payments coming through to you.)
- Valid Remit to Addresses (Usually, your remittance processing address as well as any other address that your customers would see on correspondence from you.)

B. Obtain Additional Information

1. Determine File Layout (already know to be the CIE File Format)

We have five basic fields of information to provide:

- Amount paid
- Date of payment
- Customer's account number
- PAR # (unique or 'trace' number associated with this transaction)
- Consumer Name

Although the consumer name and PAR number are not needed to 'post' a transaction, they should follow the transaction to any exception reporting done on transactions that are not able to post (due to bad account number, etc). The consumer name may provide enough information to determine a correct account number. Both consumer name and PAR number are needed if a payment needs to be returned to the sender.

2. Gather appropriate contacts for file and transmission testing

Implementation Process

1. The U.S. Bank Team consists primarily of the following:
 - Remittance Specialist – defines the setup including file format
 - EDI Analyst – creates and tests file content
 - MFS Analyst – tests file transmission
 - Implementation Project Manager – overall coordinator of setup; interfaces with all Networks (and individual financial institutions if necessary).
2. An account clean up process is available. These 'scrub files' allow the biller to review what account numbers would be sent for a given consumer and to make needed corrections before going live.
3. The EDI analyst will confirm the file layout and create a map to generate test files. If the biller will provide valid account samples, test files can then contain both valid and invalid account numbers for the testing process.

4. The EDI Analyst coordinates file testing with the transmission analyst to ensure end-to-end process is working.
5. The Implementation Project Manager submits the biller profile to the networks 5 business days in advance of the agreed upon go live date

Once in Production

1. Daily file is ready by 10:30 a.m. CT.
2. Returns and account corrections are made directly through U.S. Bank's E-Lockbox Support team and are as simple as sending an email (or fax).
3. Communication with the IPM continues through the first few weeks of production to validate the service is working as expected.



Data Transmission Questionnaire

The purpose of the U.S. Bank Data Transmission Questionnaire is to gather the information necessary to implement your U.S. Bank File Transmission Service.

Treasury Management Implementation Contact

Please return the completed form via fax or email to:

Contact Name: _____
Phone Number: _____
Email Address: _____ Fax Number: _____

Customer Contact Information

The individual listed here will be the lead contact from your organization throughout the implementation.

Customer Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Implementation Contact Name: _____ Phone Number: _____
Email Address: _____ Fax Number: _____

Transmitter Information

The company listed here will be responsible for sending files to or receiving files from U.S. Bank. This can be your company or a 3rd party provider.

Same As Customer Contact Information Above

Transmitter Company Name: _____
Mailing Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____ Phone Number: _____
Email Address: _____ Fax Number: _____

Transmission Method

The purpose of this section is to obtain information about the type of transmission being established and to provide information about existing transmissions between your company and U.S. Bank.

Transmission Protocol Options (Select One)

- HTTPS
- FTPS (SSL) - Complete Appendix B
- SFTP (SSH) – Complete Appendix C
- AS2 (Not available for U.S. Bank Image Cash Letter)
- Connect:Direct (VPN required; Not available for U.S. Bank Image Cash letter)

Do you require assistance to determine a Transmission Method?

Yes No

If Yes, provide Contact Name and Phone Number.

Contact Name: _____
Phone Number: _____

Do you require PGP Encryption for this transmission?

Yes No

Do you require a Date and Time stamp for this transmission?

Yes – Standard Format YYYYMMDD.HHMMSS

Yes - Custom Format _____

No (Default)

Provide existing Mailbox or User ID with U.S. Bank, if known. _____

File Transmission Contacts

The purpose of this section is to obtain information about the individuals who will be responsible for testing connectivity, testing file format and production support for transmissions to and from U.S. Bank.

Primary Transmission Connectivity Testing Contact

Note: Person responsible for setup and transmission connectivity testing with U.S. Bank.

Contact Name: _____
Phone Number: _____
Email Address: _____

Secondary Transmission Connectivity Testing Contact

Note: Person responsible for setup and transmission connectivity testing with U.S. Bank.

Contact Name: _____
Phone Number: _____
Email Address: _____

Primary File Format Testing Contact

Note: Person responsible for the transmission file format and content.

Same As Above
Contact Name: _____
Phone Number: _____
Email Address: _____

Secondary File Format Testing Contact

Note: Person responsible for the transmission file format and content.

Same As Above
Contact Name: _____
Phone Number: _____
Email Address: _____

Primary Production Support Contact

Note: Person responsible for support of live transmission files in production.

Same As Above
Contact Name: _____
Phone Number: _____
Email Address: _____

Secondary Production Support Contact

Note: Person responsible for support of live transmission files in production.

Same As Above
Contact Name: _____
Phone Number: _____
Email Address: _____

Comment Section

The purpose of this area is to communicate any information U.S. Bank should be aware of regarding the transmission request. (Limit to 850 characters)

Comments:

Appendix A: U.S. Bank Transmission Protocol Options

HTTPS

A secure means of transferring data using Hypertext Transfer Protocol Secure (HTTPS) with Secure Socket Layer (SSL) encryption.

For this easy-to-use solution, you will be given a User ID and passwords to log in to our secured Managed File Services transmission website to manually receive files over the Internet.

Security and Benefits:

- Transmissions are encrypted using 128-bit SSL encryption
- User ID and password are encrypted and authenticated to allow confidential access to your data
- No network or firewall changes required for this option

Requirements

- Web browsers utilizing 128-bit SSL encryption (i.e. Internet Explorer version 5.5 or higher, Netscape version 5.0 or higher)

Optional

- Pretty Good Privacy (PGP) encryption (additional fees may apply)

Other

- Manual method of exchanging files via website

FTPS (SSL)

File Transfer Protocol Secure (FTPS) with 128-bit SSL encryption. If you select this option, Appendix B is required.

Security and Benefits:

- Transmissions are encrypted using 128-bit SSL encryption
- User ID and password are encrypted and authenticated to allow confidential access to your data

Requirements:

- FTPS software clients with 128-bit SSL encryption ("Passive Mode" may be required)
- Explicit SSL
- Standard Connection/control port 2021 and Passive data ports (outbound only) 21000-21400

Optional:

- PGP encryption (SSL required) (additional fees may apply)

Other

- U.S. Bank can initiate the session to send (push) files
- Customer's staff or their software/service vendor could automate transmissions

SFTP (SSH)

Secure File Transfer Protocol (SFTP) with Secure Shell. If you select this option, Appendix C is required.

Security and Benefits:

- Transmissions are encrypted using AES 256-CBC encryption techniques
- User ID and key authentication to allow confidential access to your data
- SSH encrypts credentials and data before sending it over the open network

Requirements:

- SFTP software clients with password or SSH public key and SFTP command
- Single Port 2022

Optional:

- PGP encryption (SSH required) (additional fees may apply)

Other

- U.S. Bank can initiate the session to send (push) files
- Customer's staff or their software/service vendor could automate transmissions

Applicability Statement (AS2)

A specification for securely exchanging files over the Internet using Multipurpose Internet Mail Extensions (MIME) and HTTP.

Security and Benefits:

- Transmissions are encrypted to ensure only the sender and receiver can view the data
- Designed to push files securely and reliably over the Internet
- Digital signatures ensure authentication
- Non-repudiation of receipt confirms that intended party received the file

Requirements

- Certified AS2 software packages – see <http://www.drummondgroup.com>
- Supports up to a 100 Megabyte file before compression

Optional:

- PGP encryption (SSH 2.0 required) (additional fees may apply)
- File compression

Other:

- This protocol is not available with U.S. Bank's Image Cash Letter product.
- All outbound files are "pushed" to customer's AS2 server.

Connect:Direct

IBM proprietary software used for assured delivery of files over the Internet.

Security and Benefits:

- Site-to-Site IPsec encrypted tunnel is required
- Advanced security options for perimeter authentication, data privacy and integrity

Requirements:

- IBM Sterling Commerce Connect:Direct software
- U.S. Bank requires a primary and a redundant VPN tunnel for disaster recovery purposes

Optional:

- Connect:Direct Secure+ is required for files containing PCI data

Other:

- This protocol is not available with U.S. Bank's Image Cash Letter product.
- All outbound files are "pushed" to customer's Connect:Direct node

Appendix B: U.S. Bank FTPS (SSL) Transmission Questionnaire

The purpose of the U.S. Bank FTPS (SSL) Transmission Questionnaire is to gather the information necessary to implement your FTPS (SSL) protocol method with U.S. Bank.

Transmitter Information

Company Name: _____

Transmitter Server Information

Connection IP Address: _____

Please limit the number host addresses to 10 or less. The following IP Addresses are not allowed:

10.0.0.0 - 10.255.255.255, 172.16.0.0 - 172.31.255.255, 192.168.0.0 - 192.168.255.255

Connection DNS Name: _____

FTPS Data Transfer Mode: Active (Default)
 Passive

Data Channel Port Range (If Passive Selected): _____

Secure Method: Confirm Explicit SSL is supported
 (Implicit SSL is not supported by U.S. Bank): Confirmed

Server SSL Certificate Self Signed: Yes No

If you do not have a Self Signed Certificate specify Certificate Authority (e.g. – VeriSign, Thawte, or other 3rd party Vendor) _____

Data Transmission File Delivery

Complete this section if you require U.S. Bank to send (push) transmission files to your server. Leave this section blank if files will be picked up from U. S. Bank.

| | Test | Disaster Recovery | Production |
|--|---|-------------------|------------|
| Directory Path on Your Server: | | | |
| File Name on Your Server: | | | |
| Our User ID on Your Server: | | | |
| Communication Channel Port (e.g. Port 21): | | | |
| Operating System Platform: | <input type="checkbox"/> Windows <input type="checkbox"/> Unix <input type="checkbox"/> Other: Provide name of Operating System Platform: _____ | | |

U.S. Bank Server Information

| | Server DNS Names | IP Addresses |
|---------------------------|--------------------------------|--------------------------------|
| Test: | ftpst.usbank.com | 170.135.128.149, 170.135.72.80 |
| Production: | ftpsb.usbank.com | 170.135.216.251, 170.135.72.79 |
| Production: | ftpsa.usbank.com | 170.135.216.250, 170.135.72.77 |
| Communication Port: 20021 | Data Port Range: 21000 – 21400 | |

Appendix C: U.S. Bank SFTP (SSH) Transmission Questionnaire

The purpose of the U.S. Bank SFTP (SSH) Transmission Questionnaire is to gather the information necessary to implement your SFTP (SSH) protocol method with U.S. Bank.

Transmitter Information

Company Name: _____

Transmitter Server Information

| | Test | Disaster Recovery | Production |
|--|------|-------------------|------------|
| Connection Public IP Address: | | | |
| <i>Please limit the number host addresses to 10 or less. The following IP Addresses are not allowed:</i> | | | |
| 10.0.0.0 - 10.255.255.255 172.16.0.0 - 172.31.255.255 192.168.0.0 - 192.168.255.255 | | | |

Data Transmission File Delivery

Complete this section if you require U.S. Bank to send (push) transmission files to your server. Leave this section blank if files will be picked up from U. S. Bank.

| | Test | Disaster Recovery | Production |
|---|---|-------------------|------------|
| Connection DNS Name: | | | |
| Directory Path on Your Server: | | | |
| File Name on Your Server: | | | |
| SFTP Port Number: (e.g. TCP Port 22) | | | |
| Our User ID on Your Server: | | | |
| Will you use Public Key Authentication? (Preferred Method) | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Operating System Platform: | <input type="checkbox"/> Windows <input type="checkbox"/> Unix <input type="checkbox"/> Other: Provide name of Operating System Platform: | | |

U.S. Bank Server Information

| | Server DNS Names | IP Addresses |
|--------------------|------------------|--------------------------------|
| Test: | ftpst.usbank.com | 170.135.128.149, 170.135.72.80 |
| Production: | ftpsb.usbank.com | 170.135.216.251, 170.135.72.79 |
| Production: | ftpsa.usbank.com | 170.135.216.250, 170.135.72.77 |
| Port Number: 20022 | | |



Data Transmission Questionnaire Instructions

The purpose of the U.S. Bank Data Transmission Questionnaire Instructions document is to help you complete the U.S. Bank Data Transmission Questionnaire for establishing a file transmission with U.S. Bank.

Treasury Management Implementation Contact

This section to be completed by a U.S. Bank representative.

Customer Contact Information

The purpose of this section is to obtain information about your company. This section to be pre-populated by your U.S. Bank representative.

- Customer Name:** (Required) Your company's name.
- Mailing Address:** (Required) Your company's mailing address.
- Phone, Email Address, and Fax:** (Required) The Implementation Contact information for your company.
- Implementation Contact Name and Phone Number:** (Required) The name of the individual and phone number who will work with U.S. Bank as the lead implementation contact for this transmission request.
- Email Address, and Fax:** (Required) The Implementation Contact email address and fax number for this transmission request.

Transmitter Information

The purpose of this section is to obtain information about the transmitter who will be responsible for sending files to or receiving files from U.S. Bank.

- Same As Customer Contact Information Above:** Select this box if the customer named above will be transmitting the files.
- Transmitter Company Name:** (Required) If the check box above is not selected, then this information is required. Enter the transmitter company name. This can be a 3rd party provider.
- Mailing Address:** (Required) Enter the transmitter mailing address.
- City, State, and Zip Code:** (Required) Enter the City, State and Zip Code for the transmitter.
- Contact Name and Phone Number:** (Required) Enter the primary contact name and phone number information for the transmitter
- Email Address and Fax:** (Required) Enter the primary contact email address and fax number information for the transmitter.

Transmission Method

The purpose of this section is to obtain information about the type of transmission being established and to provide information about existing transmissions between your company and U.S. Bank.

- Transmission Protocol Options:** (Required) Select the protocol desired for the transmission. Refer to Appendix A for an overview of the available protocol types from U.S. Bank.
- Do you require assistance to determine Transmission Method?** Select Yes, if you need assistance determining the transmission method for this request. Provide your contact name and phone number and U.S. Bank will contact you to review Transmission Method options.
- Do you require PGP Encryption for this transmission?** Select Yes, if you require PGP Encryption for this request. Select No, (Default) if you do not require PGP Encryption. Additional fees may apply. Transmission Protocol Options that support PGP are identified in Appendix A.
- Do you require date and time stamp for this transmission?** Select Yes Standard, if you require the Standard YYYYMMDD.HHMMSS date and time stamp for this request. Select Yes Custom, if you require a date and time stamp different from the standard option. Customer must provide a date and time date format other than the standard option. Select No, (Default) if Date and Time stamp not required. Date and time stamp may be added to the end of a file name providing the date and time that the file is added to the Mailbox.
- Existing Mailbox or User ID with U.S. Bank, if known:** If you are aware of existing transmissions with U.S. Bank provide your Mailbox / User ID.

File Transmission Contacts

The purpose of this section is to obtain information about the individuals who will be responsible for testing connectivity, testing file format and production support for transmissions to and from U.S. Bank.

Transmission Connectivity Testing: (Required) Enter the primary and secondary contact information of the individuals responsible for testing the connectivity between U.S. Bank and your company.

File Format Testing: (Required) Enter the primary and secondary contact information of the individuals responsible for testing the file format and content of the transmission between U.S. Bank and your company.

Same as above checkbox: Select this box if the file format testing contact is the same as the Connectivity Testing Contact.

Production Support: (Required) Enter the primary and secondary contact information of the individuals responsible for production issues once the transmission is established.

Same as above checkbox: Select this box if the Production Support contact is the same as the Connectivity Testing Contact.

Comments

The purpose of this area is to communicate any information U.S. Bank should be aware of regarding the transmission request.



U.S. Bank FTPS (SSL) Transmission Questionnaire Instructions for Appendix B

The purpose of the U.S. Bank FTPS (SSL) Transmission Questionnaire Instructions document is to help you complete the U.S. Bank FTPS (SSL) Transmission Questionnaire for establishing your FTP (SSL) protocol method with U.S. Bank.

Transmitter Information

Company Name: (Required) Enter the name of the company who will be transmitting the files.

Transmitter Server Information

The purpose of this section is to obtain information about the transmitters' server information.

Connection IP Address: (Required) Provide server IP address(es).

Connection DNS Name: Provide domain name server or URL.

FTPS Data Transfer Mode: (Required) U.S. Bank only supports Passive when U.S. Bank pushes the transmission files to the customer's server. See Data Transmission File Delivery section below. If left blank, Active is the Default.

Data Channel Port Range: This is required when files are pushed from U.S. Bank to the customer and the customer dictates the data port. See Data Transmission File Delivery section below.

Secure Method: (Required) Select Confirm when Explicit SSL is supported by customer. (Implicit SSL is not supported by U.S. Bank).

Server SSL Certificate Self Sign: (Required) Select Yes if using a Self-Signed Certificate. U.S. Bank supports both SSL Certificate Self-Sign and trusted 3rd Party Certificate Authority.

If not Self Signed, specify Certificate Authority: Provide the name of Certificate Authority.

Data Transmission File Delivery

The purpose of this section is to obtain information about the transmitters' server information. The following information is ONLY required if files will be pushed from U.S. Bank to the transmitter/customer.

Directory Path on Your Server: Provide the directory path for your Test, Disaster Recovery and Production sites.

File Name on Your Server: Provide the file name on your server for Test, Disaster Recovery and Production sites.

Our User ID on Your Server: Provide the User ID on your server for your Test, Disaster Recovery and Production sites. Passwords are not exchanged on this form, and must be provided over the phone.

Communication Channel Port: Provide channel port information for your Test, Disaster Recovery and/or Production sites.

Operating System Platform: Provide the name of your Operating System Platform. If the Operating System Platform is not listed, provide the name.

U.S. Bank Server Information

| | Server DNS Names | IP Addresses |
|---------------------------|--------------------------------|--------------------------------|
| Test: | ftpst.usbank.com | 170.135.128.149, 170.135.72.80 |
| Production: | ftpsb.usbank.com | 170.135.216.251, 170.135.72.79 |
| Production: | ftpsa.usbank.com | 170.135.216.250, 170.135.72.77 |
| Communication Port: 20021 | Data Port Range: 21000 – 21400 | |



U.S. Bank SFTP (SSH) Transmission Questionnaire Instructions for Appendix C

The purpose of the U.S. Bank SFTP (SSH) Transmission Questionnaire Instructions document is to help you complete the U.S. Bank SFTP (SSH) Transmission Questionnaire for establishing your SFTP (SSH) protocol method with U.S. Bank.

Transmitter Information

Company Name: (Required) Enter the name of the company who will be transmitting the files.

Transmitter Server Information

The purpose of this section is to obtain information about the transmitters' server information.

Connection Public IP Address (Required) Provide server IP address(es) for Test, Disaster Recovery and Production.

Data Transmission File Delivery

The purpose of this section is to obtain information about the transmitters' server information. The following information is ONLY required if files will be pushed from U.S. Bank to the transmitter/customer.

Connection DNS Name Provide domain name server or URL for Test, Disaster Recovery and Production.

Directory Path on Your Server: Provide the directory path for your Test, Disaster Recovery and Production sites.

File Name on Your Server: Provide the file name on your server for Test, Disaster Recovery and Production sites.

SFTP Port Number Provide Port numbers for Test, Disaster Recovery and Production.
(e.g. TCP Port 22)

Our User ID on Your Server: Provide the User ID on your server for your Test, Disaster Recovery and Production sites.

Operating System Platform: Provide the name of your Operating System Platform. If the Operating System Platform is not listed, provide the name.

Will you use Public Key Authentication? Select Yes if Public Key Authentication will be used for this request. Select No if Public Key Authentication will not be used for this request. Key authentication is preferred.

| U.S. Bank Server Information | | |
|------------------------------|------------------|--------------------------------|
| | Server DNS Names | IP Addresses |
| Test: | ftpst.usbank.com | 170.135.128.149, 170.135.72.80 |
| Production: | ftpsb.usbank.com | 170.135.216.251, 170.135.72.79 |
| Production: | ftpsa.usbank.com | 170.135.216.250, 170.135.72.77 |
| Port: Number: 20022 | | |



U.S. Bancorp's Business Continuity Program

The mission of U.S. Bancorp's Business Continuity Program is to establish and support an ongoing Business Continuity and Contingency Planning Program to evaluate the impact of significant events that may adversely affect customers, assets or employees. This program is designed to ensure that U.S. Bancorp can recover its mission-critical functions and applications, thereby meeting its fiduciary responsibility to its stakeholders and complying with the requirements of the Federal Financial Institutions Examination Council (FFIEC), the Securities and Exchange Commission (SEC), the Office of the Comptroller of the Currency (OCC) and the Office of the Superintendent of Financial Institutions (OSFI). In addition, U.S. Bancorp has met all recovery criteria as prescribed by the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U.S. Financial System.

The U.S. Bancorp and U.S. Bank NA Board of Directors approve the Business Continuity Program Policy annually, and key issues and status are reported to the Board and Senior Executives on a periodic basis.

U.S. Bancorp has developed detailed Business Continuity Plans and Disaster Recovery Plans for the restoration of critical processes, applications, infrastructure and operations. U.S. Bancorp has dedicated resources to its contingency planning and disaster recovery program. Key features of U.S. Bancorp's planning process include:

- Employee safety strategies and communications/notifications
- Systems and telecommunications accessibility
- Alternate physical site location and preparedness
- Emergency Notification Processes and Systems
- System and data backup and recovery

A Corporate Crisis Management Department coordinates all emergency and crisis response processes for the entire company. A key team of Senior Business Line Executives make up the Crisis Management Team.

The Enterprise Readiness Services Department coordinates planning, strategy, testing and monitoring of the Business Continuity Management Program across U.S. Bancorp. The Enterprise Readiness Services Department has set forth guidelines that incorporate industry best practices for critical business units:

- **Business Impact Analysis**—The risk impact analysis measures the effects of resource loss and escalating losses over time, in order to provide management with reliable data upon which to base risk mitigation and continuity planning.
- **Business Continuity and Disaster Recovery Plans**—The Plans are a documented collection of procedures and information that is developed and maintained to enable U.S. Bancorp to provide products and services at an acceptable predefined level. Recovery Plans are reviewed/approved biennially at a minimum or as changes occur to mission critical functions and applications or as a result of issues discovered during exercises/tests. Plans subject to the Interagency White Paper are reviewed/approved annually.
- **Exercising/Testing**—All aspects of the plans are periodically exercised /tested in accordance with regulatory requirements and U.S. Bank policy, and to demonstrate the level of recoverability. This includes plan activation simulation, including recovery strategies, crisis management and response, business continuity processes, and critical infrastructure disaster recovery. Key mission critical applications are exercised on a quarterly basis. Mainframe data is mirrored and replicated to the hot site and server backups are stored off-site in a secured climate-controlled environment.

- 
- **Audit**—Annual internal audits and periodic OCC/Federal Reserve exams are conducted of the business continuity and disaster recovery program.
 - **Board of Directors Updates**—Enterprise Readiness Services provides regular updates on the status of its contingency and recovery program to the Audit Committee of the Board of Directors of U.S. Bancorp.
 - **Employee Training and Awareness**—This includes promoting awareness, testing evacuation procedures and identifying employees' roles and responsibilities in a significant event. Clear communication during an outage is vital; many U.S. Bancorp employees who support mission critical functions have cell phones and recovery plans.

U.S. Bancorp's Business Continuity Plans are developed and maintained to address multiple recovery scenarios to include key recovery strategies for such events as: high employee absenteeism, technology outages, natural hazard impacts, etc. Following are a few examples of what might occur if we experience an interruption of our normal business operations.

- In the event of a Data Center outage, U.S. Bancorp utilizes an internal alternate data center, which is geographically disbursed, and utilizes real-time mirroring and replication of data to our key recovery centers within prescribed Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO).
- In the event a business site becomes inaccessible, U.S. Bancorp presently employs the following recovery strategies for Mission critical functions:
 - **Transfer Work**—Work is transferred to another location that does the same business function or has been cross trained.
 - **Relocate People within Business**—Team members are relocated to another site.
 - **Relocate to Regional Recovery Center**—A location, other than normal facility, used to process data and/or conduct critical or necessary business functions.
 - **Vendor Work Area Recovery**—An external site used for the recovery of mission critical personnel and processes utilizing a third party owned location.
 - **Work from Home**—Team members working from home on a bank-owned laptop or PC.

In the event of a disaster at U.S. Bancorp, you would be notified by a member of the Product/Service Customer Support Team.

Since it is impossible to anticipate every type of potential disaster, there can be no assurance that there will be no interruption of U.S. Bancorp's business functions in all circumstances.

This plan is subject to modification at any time.



Streamline your Internet bill payments

U.S. Bank E-Lockbox provides consolidated data and faster funds availability

These days, more and more consumers are making payments to you using online bill payment tools offered by their banks. These payments can create complications for your organization: traditional online bill payment exception checks can arrive without coupon information, requiring manual processing, and payment delays can be caused by customers who pay online with incorrect account information. Our E-Lockbox service can make online bill payment processing simpler and improve your cash flow.

E-Lockbox provides you with:

- Easy posting – Electronic remittance files are sent daily. We use file delivery formats that conform to your current accounts receivable system, enabling you to implement E-Lockbox without costly changes to your existing system.
- Faster funds availability – A same-day automatic credit is posted to your U.S. Bank account for the total amount received. This reduces processing float and eliminates mail float. A consolidated, single credit also streamlines reconciliation.
- Fewer exceptions – The “check and list” items you receive from consumer bill payment services are eliminated. All payments are processed electronically for faster posting.



Let U.S. Bank serve as your payments specialist.

E-Lockbox delivers:

Simplified treasury operations

- Our dedicated E-Lockbox Support Group processes returns, notifies bill payment service providers of account number corrections and initiates biller updates through the network on your behalf so you don't need to contact each originator (there are over 150) with updates.
- Our Biller Activity Report provides you with an easy-to-read report, listing transactions that post to your settlement account, including remittance totals, returns and stop payment information.
- Our biller stop payment process enables you to block the acceptance and posting of specified payments. These payments are automatically returned to the bill payment service provider. Biller stop payment works seamlessly with our Retail Lockbox stop payment process.
- To help minimize exceptions we prescreen payment information for you: We apply parameters, specific to your company, to ensure account numbers are valid so cash application rejects are reduced, and we coordinate with originators to ensure your customers' account numbers are correct before payments are initiated.

GLOBAL TREASURY MANAGEMENT



Whether you leverage in-house lockbox capabilities or choose U.S. Bank for check payment processing, there are benefits to integrating E-Lockbox into your collection strategy:

A single consolidated file – U.S. Bank E-Lockbox service electronically delivers consumer initiated Internet banking bill payments to you in one easy to manage file.

Efficient and streamlined processing – Collect incoming payments initiated by your consumers regardless of the differing bill payment platforms and provided by various financial institutions they use. U.S. Bank receives your customers' payments and remittance detail through various online banking bill pay networks.

Accessible remittance data – E-lockbox data can be integrated with data from our retail lockbox and/or wholesale lockbox service. It's transmitted to you in an EDI 820 or other mutually acceptable file format and you can upload it directly into your accounts receivable system as you do today for paper remittances.

Predictable settlement and cash flow – With fewer exceptions to cause payment delays, cash forecasting becomes more accurate.

Increased customer satisfaction – The speed and accuracy of automated payment posting can reduce the number of payment status inquiries your customer service team receives.

Easy implementation – It's easy to get started. With seamless integration and one-time setup, implementation is quick and simple for you.



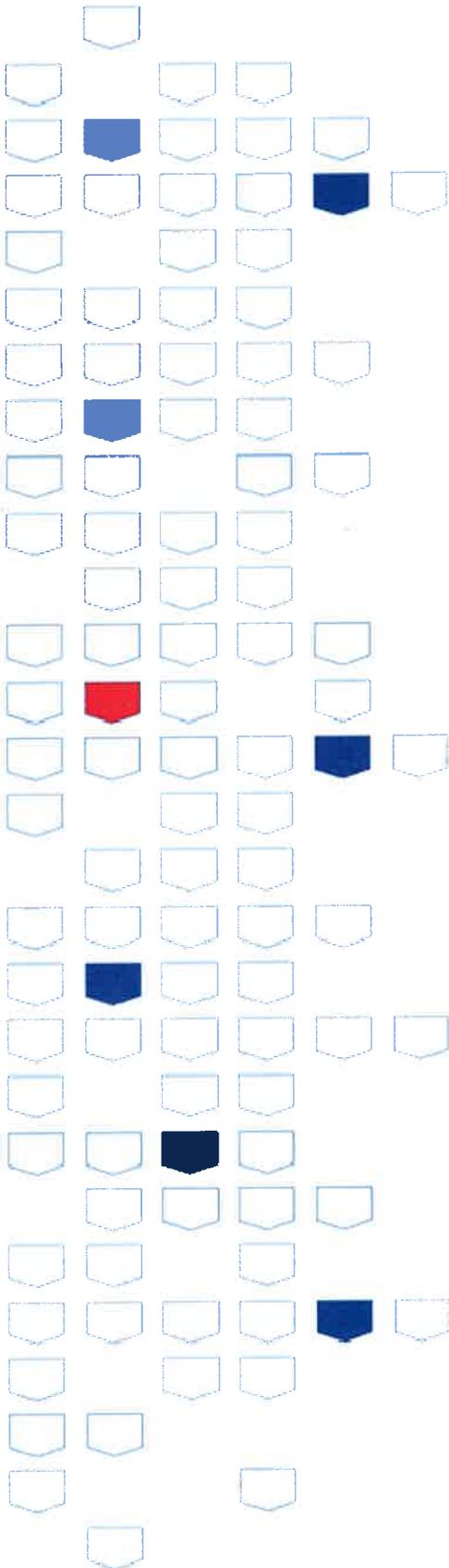
Partner with us

Put our knowledge, experience and strategic resources to work for you today. For more information, contact your U.S. Bank Treasury Management Consultant. Visit usbank.com/treasurymanagement/contactus to find a consultant near you.



usbank.com

Original



**Online/Mobile/Kiosk
Bill Payment Services**

Cost Proposal

PRESENTED TO:
STATE OF NEBRASKA

RFP #NST012516Z1



MARCH 4, 2016

Greer Almquist

Vice President
Government Banking Relationship Manager
Phone: 402-536-5101
Email: greer.almquist@usbank.com

Lisa Lefler

Vice President
Treasury Management Consultant
Phone: 402-434-1292
Email: lisa.lefler@usbank.com



Account Analysis & Billing
State of Nebraska / NCSPC

| <u>AFP</u> | <u>Service</u> | <u>Volume</u> | <u>Unit Price</u> | <u>Total Price</u> |
|------------|--|---------------|-------------------|--------------------|
| 310104 | E-Lockbox Monthly Maintenance - per Biller ID | 1 | \$ 50.00 | \$ 50.00 |
| 250202 | E-Lockbox Electronic Payments - per Item | 968 | \$ 0.06 | \$ 58.08 |
| 310113 | E-Lockbox Data Transmission - per Transmission (max \$330/month) | 21 | \$ 5.00 | \$ 105.00 |
| 159999 | E-Lockbox Return Item | | \$ 1.00 | |
| 250302 | E-Lockbox NOC Item | | \$ 1.00 | |
| | Total Service Charges | | | \$ 213.08 |
| | Implementation Fees | | | |
| 310100 | E-Lockbox Setup | 1 | \$ 0.00 | \$ - |

Prices quoted in this proposal are only for those Treasury Management Services requested by the customer. Additional Treasury Management Services will be separately priced at the time of customer's request. Prices quoted are valid for 60 days following customer's receipt, after which they will be subject to change by U.S. Bank. All prices are subject to change, at any time and at Bank's sole discretion, due to changes in business conditions, volumes, quality of work provided by the customer and normal pricing change cycles.

Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to customer are subject to U.S. Bank's Services Terms and Conditions, as the same may be amended from time to time.

State of Nebraska
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
 Nebraska State Treasurer's Office
 State Capitol, Suite 2005
 P.O. Box 94788
 Lincoln, NE 68509
 Phone: (402) 471-2455
 Fax: (402) 471-4390

| | |
|--|----------------------|
| SOLICITATION NUMBER | RELEASE DATE |
| RFP Number NST012516Z1 | 01/25/2016 |
| OPENING DATE AND TIME | PROCUREMENT CONTACT |
| 03/04/2016 2:00 p.m. Central Time | Jason Walters |

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The Nebraska State Treasurer's Office, is issuing this Request for Proposal, RFP Number NST012516Z1 for the purpose of selecting a qualified Contractor to provide Online/Mobile/Kiosk Bill Payment Concentrator Services.

Written questions are due no later than 02/06/2016, and should be submitted via email to nst.rfpquestions@nebraska.gov. Written questions may also be sent by fax to (402) 471-4390.

Bidder should submit one (1) original of the entire proposal and five (5) copies. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in Nebraska State Treasurer's Office by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, email, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <https://treasurer.nebraska.gov/tm/> and <http://das.nebraska.gov/materiel/purchasing.html>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the Contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the Contractor's bid or in the final contract.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014, will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for

Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat §73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

____ I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

TABLE OF CONTENTS

| | | |
|---|--|----------|
| REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM | | i |
| TABLE OF CONTENTS..... | | iii |
| GLOSSARY OF TERMS | | vi |
| I. SCOPE OF THE REQUEST FOR PROPOSAL | | 1 |
| A. SCHEDULE OF EVENTS..... | | 1 |
| II. PROCUREMENT PROCEDURES | | 2 |
| A. PROCURING OFFICE AND CONTACT PERSON | | 2 |
| B. GENERAL INFORMATION | | 2 |
| C. CUSTOMER SERVICE | | 2 |
| D. COMMUNICATION WITH STATE STAFF AND EVALUATORS..... | | 2 |
| E. WRITTEN QUESTIONS AND ANSWERS..... | | 3 |
| F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS..... | | 3 |
| G. SUBMISSION OF PROPOSALS | | 4 |
| H. PROPOSAL OPENING | | 5 |
| I. LATE PROPOSALS | | 5 |
| J. REJECTION OF PROPOSALS | | 5 |
| K. EVALUATION OF PROPOSALS | | 5 |
| L. EVALUATION COMMITTEE | | 6 |
| M. MANDATORY REQUIREMENTS | | 7 |
| N. REFERENCE CHECKS | | 7 |
| O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS | | 7 |
| P. VIOLATION OF TERMS AND CONDITIONS | | 8 |
| III. TERMS AND CONDITIONS | | 9 |
| A. GENERAL | | 9 |
| B. AWARD..... | | 9 |
| C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION..... | | 10 |
| D. PERMITS, REGULATIONS, LAWS | | 11 |
| E. OWNERSHIP OF INFORMATION AND DATA..... | | 11 |
| F. INSURANCE REQUIREMENTS..... | | 11 |
| G. COOPERATION WITH OTHER CONTRACTORS | | 13 |
| H. INDEPENDENT CONTRACTOR..... | | 13 |
| I. CONTRACTOR RESPONSIBILITY | | 14 |
| J. CONTRACTOR PERSONNEL | | 14 |
| K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION | | 15 |
| L. CONFLICT OF INTEREST | | 15 |
| M. PROPOSAL PREPARATION COSTS | | 16 |
| N. ERRORS AND OMISSIONS | | 16 |
| O. BEGINNING OF WORK | | 16 |
| P. ASSIGNMENT BY THE STATE..... | | 16 |
| Q. ASSIGNMENT BY THE CONTRACTOR..... | | 17 |
| R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL | | 17 |
| S. GOVERNING LAW..... | | 17 |
| T. ATTORNEY'S FEES | | 18 |
| U. ADVERTISING | | 18 |
| V. STATE PROPERTY | | 18 |

- W. SITE RULES AND REGULATIONS..... 18
- X. NOTIFICATION 19
- Y. EARLY TERMINATION 19
- Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS 20
- AA. BREACH BY CONTRACTOR..... 21
- BB. ASSURANCES BEFORE BREACH 21
- CC. PERFORMANCE BOND & LIQUIDATED DAMAGES 22
- DD. ADMINISTRATION-CONTRACT TERMINATION..... 23
- EE. PROHIBITION AGAINST ADVANCE PAYMENT 23
- FF. PAYMENT 23
- GG. INVOICES 24
- HH. RIGHT TO AUDIT..... 24
- II. TAXES 25
- JJ. INSPECTION AND APPROVAL..... 25
- KK. CHANGES IN SCOPE/CHANGE ORDERS 25
- LL. SEVERABILITY 26
- MM. CONFIDENTIALITY..... 26
- NN. PROPRIETARY INFORMATION..... 27
- OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING 27
- PP. STATEMENT OF NON-COLLUSION 28
- QQ. PRICES..... 28
- RR. BEST AND FINAL OFFER 29
- SS. ETHICS IN PUBLIC CONTRACTING 29
- TT. INDEMNIFICATION..... 30
- UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS 30
- VV. ANTITRUST 31
- WW. DISASTER RECOVERY/BACK UP PLAN..... 31
- XX. TIME IS OF THE ESSENCE 31
- YY. RECYCLING 32
- ZZ. DRUG POLICY..... 32
- AAA. EMPLOYEE WORK ELIGIBILITY STATUS..... 32
- BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY..... 33
- CCC. POLITICAL SUB-DIVISIONS..... 33
- DDD. LICENSE/SERVICE OR OTHER AGREEMENTS 34
- IV. PROJECT DESCRIPTION AND SCOPE OF WORK..... 35**
- A. PROJECT OVERVIEW 35
- B. PROJECT ENVIRONMENT 35
- C. BUSINESS REQUIREMENTS..... 36
- D. SCOPE OF WORK & TECHNICAL REQUIREMENTS 38
- E. PERFORM IMPLEMENTATION..... 41
- F. PROVIDE POST IMPLEMENTATION SUPPORT 41
- G. DELIVERABLES (REQUIRED) 42
- V. PROPOSAL INSTRUCTIONS 43**
- A. TECHNICAL PROPOSAL..... 43
- B. REQUEST FOR PROPOSAL FORM..... 43
- C. CORPORATE OVERVIEW..... 43
- D. TECHNICAL APPROACH 46
- E. COST PROPOSAL REQUIREMENTS 46
- Form A Bidder Contact Sheet..... 48**

| | |
|---|-----------|
| Exhibit 1 Online/Mobile/Kiosk Bill Payment Volume Received by NCSPC..... | 49 |
| Exhibit 2 Online/Mobile/Kiosk Bill Payment CIE File Format..... | 50 |
| Exhibit 3 Online/Mobile/Kiosk Bill Payment Cost Proposal..... | 52 |

GLOSSARY OF TERMS

IV-D Agency: A state's IV-D agency is the organization that runs the child support program for that state. It may also be called the local Office of Child Support Enforcement or simply the state's "Child Support Agency."

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Account Analysis Statement (Invoice for Payment): A paper or electronic report that a bank provides to commercial customers specifying services provided, balances maintained, volumes processed and charges assessed. It is essentially an invoice for services provided, along with detailed information on balances and credit earned for those balances.

ACH: Automated Clearing House including all ACH terms defined specifically for purposes of the NACHA Operating Rules.

Addendum: Something to be added or deleted to an existing document; a supplement.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

ARO: After Receipt of Order

ARP ID (Agency Related Person ID): The Federal Office of Child Support Enforcement required all states to establish a unique identifier other than one's SSN. This 13 digit alphanumeric ARP ID is assigned to each individual involved in a child support case to include the dependents. An ARP is also assigned to husband and wife when filing for divorce, even without child support being involved. The Nebraska Child Support Payment Center is only provided ARP id's from custodial parents and non-custodial parents unless a dependent is also a payee on a case.

Automated Clearing House (ACH): See ACH.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bank: The bidder must be a Bank pursuant to Neb. Rev. Stat. §77-2387 (2).

Banking Day: Any day on which a participating depository bank is open to the public during any part of the day for carrying on substantially all its banking functions.

Batch: A group of records or documents considered as a single unit for the purpose of data processing.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Bill: Entity due payment.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Case Number: A unique number used to identify a specific payee within a specific program. Case numbers may vary in format and length for each program.

CHARTS (Children Have A Right To Support): The Nebraska Child Support Enforcement computer system.

Child Support Enforcement: The administrative division within the Nebraska Department of Health and Human Services (DHHS) that is responsible for the administration of the Child Support Program. It is also called the IV-D agency. See IV-D agency.

CIE: Credit entries initiated by an Originator (usually an individual or a service provider on behalf of an individual), usually to pay an obligation of such individual. A CIE entry may be accompanied by one Addenda Record that relays information using payment related ANSI ASC X12 data segments.

Code of Federal Regulations (CFR): The rules established by the federal government which govern the standards and operations of the state's programs' activities subject to federal regulation.

Collection: Money received to be applied to a child support obligation, arrears, interest or other ordered judgments.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a

fraudulent, deceitful, or unlawful purpose.

Collateral: The assets being used as security for state funds on deposit. Collateral must meet State Statutory requirements.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Consolidator: Originator gathering payments from various front-ends for a single back-end distribution.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract Award: A document prepared by State Purchasing and the State Treasurer's Office that details the estimated transaction volume to be processed and fees that will be paid for the duration of the contract per State agency utilizing services under the Contract awarded thru this RFP.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Custodial Parent (CP): The individual or organization who has primary care and control of the dependent child(ren). Custodial party may be a parent, relative or other individual who has the responsibility for the child(ren).

Customer: The Person or Company paying the Biller.

Customer Initiated Entry (CIE): See CIE.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by a Contractor.

Default: The omission or failure to perform a contractual duty.

Demand Deposit Accounts (DDA): Commonly referred to as a checking account, a DDA is a method by which an account holder uses a commercial bank to transfer funds to and receive deposits from a third party.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Disaster Recovery: The restoration of systems and communications after an outage or disaster.

Documentation: The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Encryption: A term that refers to a computer generated algorithm that allows secure communication between parties. The process of encoding electronic transaction information, to allow secure transmission of data over the Internet.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

FDIC: Federal Deposit Insurance Corporation.

Financial Institution (FI): The bidder must be a Bank pursuant to Neb. Rev. Stat §77-2387 (2).

Fiscal Year: A State of Nebraska fiscal year runs from July 1st of one calendar year to June 30th of the next calendar year.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Funds Availability: The time at which the funds resulting from an electronic funds transfer are made available to the customer.

Implementation plan (also called Installment Plan): A comprehensive plan describing the timeline and steps necessary to implement and rollout the project for participating agencies.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Ledger Balances: Ledger balances are bank balances that reflect all entries to a bank account, regardless of whether the deposited items have been collected and are available for withdrawal.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

NACHA: The National Automated Clearing House Association establishes the standards, rules and procedures that enable depository financial institutions to exchange payments on a national basis.

NACHA Formats: The ACH record format specifications described in the NACHA Operating Rules and Guidelines, which are the accepted and warranted payment format standards for payments delivered through the ACH Network.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

NCSPC: The single centralized collection site in Nebraska where support payments are received, receipted, and disbursed. Also referred to as the State Disbursement Unit (SDU).

Nebraska Child Support Payment Center (NCSPC): See NCSPC.

Non-Custodial Parent (NCP): The parent who does not have primary care, custody, or control of the child.

Obligation: The amount of money to be paid as support by a non-custodial parent. An obligation can take the form of financial support for the child, medical support, or spousal support. It is a recurring, ongoing obligation, not a onetime debt.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Payor: Any party making a payment to the State either by check, money order, cashiers check, online bill pay, credit card, ACH credit or PPD debit.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by

the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Regulation E: Federal Reserve regulation that sets rules, liabilities, and procedures for electronic funds transfer (EFT), and establishes consumer protections using EFT systems. This regulation prescribes rules for solicitation and issuance of EFT debit cards, governs consumer liability for unauthorized transfers, and requires financial institutions to disclose annually the terms and conditions of EFT services.

Release Date: The date of public release of the written solicitation to seek offers

RPPS: Remote Payment and Presentment Service

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the

solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Standard Entry Class Code (SEC): Three character code within an ACH Company/Batch Header record that identifies payment types within an ACH batch.

State Disbursement Unit (SDU): See NCSPC.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when

products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The Nebraska State Treasurer's Office, is issuing this Request for Proposal, RFP Number NST012516Z1 for the purpose of selecting a qualified Contractor to provide Online/Mobile/Kiosk Bill Payment Concentrator. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued approximately for a period of five (5) years effective the date of the award. The contract has the option to be renewed for two (2) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <https://treasurer.nebraska.gov/tm/> and <http://das.nebraska.gov/materiel/purchasing.html>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

| | ACTIVITY | DATE/TIME |
|-----|--|--------------------------------------|
| 1. | Release Request for Proposal | 01/25/2016 |
| 2. | Last day to submit written questions | 02/6/2016 |
| 3. | State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: https://treasurer.nebraska.gov/tm/ and/or http://das.nebraska.gov/materiel/purchasing.html | 02/16/2016 |
| 4. | Proposal opening Location: Nebraska State Treasurer's Office State Capitol, Suite 2005 Lincoln, NE 68509 | 03/04/2016 2:00 p.m. Central Time |
| 5. | Review for conformance of mandatory requirements | 03/04/2016 |
| 6. | Evaluation period | 03/04/2016 - 03/25/2016 |
| 7. | Oral Interviews/Presentations and/or Demonstrations (if required) | 04/04/2016 – 04/05/2016 |
| 8. | Post Letter of Intent to Contract to Internet at: https://treasurer.nebraska.gov/tm/ and/or http://das.nebraska.gov/materiel/purchasing.html | 04/15/2016 |
| 9. | Performance Bond Submission | 04/29/2016 |
| 10. | Contract award | 05/16/2016 |
| 11. | Begin testing and implementation | 05/16/2016 |
| 12. | Contractor start date | 08/01/2016 |

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Nebraska State Treasurer's Office. The point of contact for the procurement is as follows:

Name: Jason Walters
Agency: Nebraska State Treasurer's Office
Address: State Capitol, Suite 2005
Lincoln, NE 68509

OR

Address: P.O. Box 94788
Lincoln, NE 68509
Telephone: (402) 471-2455
Fax: (402) 471-4390
Email: nst.rfpquestions@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Online/Mobile/Kiosk Bill Payment Concentrator at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Sub-Contractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska State Treasurer's Office and clearly marked "RFP Number NST012516Z1; Online/Mobile/Kiosk Bill Payment Concentrator Questions". It is preferred that questions be sent via email to nst.rfpquestions@nebraska.gov Questions may also be sent by fax to (402) 471-4390, but must include a cover sheet clearly indicating that the transmission is to the attention of RFP Team, showing the total number of pages transmitted, and clearly marked "RFP Number NST012516Z1; Online/Mobile/Kiosk Bill Payment Concentrator Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

| <u>Question Number</u> | <u>RFP Section Reference</u> | <u>RFP Page Number</u> | <u>Question</u> |
|------------------------|------------------------------|------------------------|-----------------|
| | | | |

Written answers will be provided through an addendum to be posted on the Internet at <https://treasurer.nebraska.gov/tm/> and/or <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the

State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

G. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, bidder should submit one (1) original of the entire proposal and five (5) copies. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear in Section II part A as specified on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, (402) 471-2455 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the bid will be rejected.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by Law **WILL BE POSTED FOR PUBLIC VIEWING.** Bidders are required to waive copyrights from privilege for posting to public website.

The Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

I. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

J. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. The State reserves the right to reject any or all proposals and re-advertise for proposals; and further reserves the right to waive any informality or irregularity. All awards will be made in a manner deemed in the best interest of the State.

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

1. Bidder must be a bank as defined in Neb. Rev. Stat. §77-2387 (2) having a qualifying office in the State of Nebraska:
2. Financial stability to do business with the State of Nebraska:
3. Corporate Overview shall include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
4. Technical Approach; and
5. Cost Proposal
6. Oral interviews/presentations and/or demonstrations, if deemed necessary by the Evaluation Committee.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

- a. Documentation from the United States Armed Forces confirming service;
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Internet at: <https://treasurer.nebraska.gov/tm/> and/or <http://das.nebraska.gov/materiel/purchasing.html>. Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be published

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal for Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

M. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed in ink;
2. Bidder must be a bank as defined in Neb. Rev. Stat §77-2387 (2) having a qualifying office in the State of Nebraska;
3. Financial stability to do business with the State of Nebraska:
4. Corporate Overview;
5. Technical Approach; and
6. Cost Proposal.

N. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

P. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.
3. Legal action.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the Bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

A. GENERAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at: <https://treasurer.nebraska.gov/tm/> and/or <http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor (s). Contractor is also responsible for ensuring Sub-Contractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any Sub-Contract until all similar insurance required of the Sub-Contractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-Contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Sub-Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

| WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY | |
|---|-----------------------------------|
| Coverage A | Statutory |
| Coverage B | Statutory |
| Bodily Injury by Accident | \$100,000 each accident |
| Bodily Injury by Disease | \$500,000 policy limit |
| Bodily Injury by Disease | \$100,000 each employee |
| COMMERCIAL GENERAL LIABILITY | |
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 any one person |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Fire Damage | \$50,000 any one fire |
| Medical Payments | \$5,000 any one person |
| COMMERCIAL AUTOMOBILE LIABILITY | |
| Bodily Injury/Property Damage | \$1,000,000 combined single limit |
| UMBRELLA/EXCESS LIABILITY | |
| Over Primary Insurance | \$1,000,000 per occurrence |
| SUBROGRATION WAIVER | |

| |
|--|
| "Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska." |
| LIABILITY WAIVER |
| "The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability." |
| Agencies to add limits for any additional required coverage here. If medical malpractice is required recommend language as follows: |

4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the attention of Jason Walters.

Nebraska State Treasurer's Office
 State Capitol, Suite 2005
 Lincoln, NE 68509
 Fax (402) 471-4390
 Email Jason.walters@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Nebraska State Treasurer's Office, when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Sub-Contractor's services, the Sub-Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Sub-Contractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Sub-Contractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Sub-Contractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-Contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must

make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

X. NOTIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, by fax, or email. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. If directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable;
 - i. Second or subsequent documented "vendor performance report" form deemed acceptable by the Agency; or
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said

funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PERFORMANCE BOND & LIQUIDATED DAMAGES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

1. PERFORMANCE BOND

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be \$2,500. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

2. LIQUIDATED DAMAGES

Liquidated damages may be charged by the State for each Business Day or partial Business Day the contractor has failed to perform or comply with certain requirements in the contract resulting from this RFP, other than failures caused by State or circumstances beyond the control of contractor or its agents (natural disasters, etc.).

The damages are categorized as follows:

Critical \$ 1,000 per day

a. Unresolved requirements:

All critical category requirements will double in liquidated damages payment if not resolved within 24 Business Hours after notification to the contractor.

b. Daily payment files:

If the contractor fails to produce and/or electronically deliver/make available an acceptable daily payment file (NACHA ACH formatted payment file with CIE transactions), and accompanying bank credit, contractor will resolve the situation within four (4) Business Hours after notification by the State so daily payment file can be received or pay liquidated damages to the affected State agency program.

Category: Critical

As to any liquidated damages owing hereunder, contractor will pay liquidated damages to State by the tenth Business Day after the contractor has been notified of the incident.

The State Treasurer, at his/her discretion, may waive a liquidated damage payment.

DD. ADMINISTRATION – CONTRACT TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

1. Contractor must provide confirmation that upon contract termination all deliverables prepares in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

EE. PROHIBITION AGAINST ADVANCE PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

FF. PAYMENT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

GG. INVOICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

HH. RIGHT TO AUDIT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be

explicitly included in any sub-contracts or agreements formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

II. TAXES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

JJ. INSPECTION AND APPROVAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Sub-Contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

KK. CHANGES IN SCOPE/CHANGE ORDERS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

LL. SEVERABILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

MM. CONFIDENTIALITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

NN. PROPRIETARY INFORMATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by Law **WILL BE POSTED FOR PUBLIC VIEWING.** Bidders are required to waive copyrights from privilege for posting on public website.

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly

colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

PP. STATEMENT OF NON-COLLUSION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

QQ. PRICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified

herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. BEST AND FINAL OFFER

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

SS. ETHICS IN PUBLIC CONTRACTING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

TT. INDEMNIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-Contractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-Contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall at the Contractor’s sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

VV. ANTITRUST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

WW. DISASTER RECOVERY/BACK UP PLAN

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

XX. TIME IS OF THE ESSENCE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a

waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

YY. RECYCLING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

ZZ. DRUG POLICY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

AAA. EMPLOYEE WORK ELIGIBILITY STATUS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| | | | |

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all sub-contracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

CCC. POLITICAL SUB-DIVISIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations."

A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

DDD. LICENSE/SERVICE OR OTHER AGREEMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| | | | |

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal.

The Nebraska State Treasurer's Office is requesting proposals from Banks interested in acting as a concentrator of Online/Mobile/Kiosk Bill Payments.

A. PROJECT OVERVIEW

Nebraska State agencies, the University of Nebraska and the State College System, as well as any other entity of county or municipal government, may utilize this contract. There are 93 counties and 530 cities, in addition to other governmental/political subdivisions that could potentially utilize services under this contract. It will be the responsibility of the selected contractor to contact the cities, counties and other governmental subdivisions regarding the potential to participate under the contract.

The State Treasurer's Office will manage the contract on behalf of any State agency that participates. Each participating State agency will delegate a Program Lead to be the staff contact for implementation and day-to-day program issues.

Each municipality, county or other governmental subdivision will establish a relationship with the selected contractor and negotiate business and technical requirements according to their specific needs within the constraints of the contract.

The State makes no representation that any State agency, municipality, county or other governmental subdivision will choose to engage these services as a result of this RFP.

B. PROJECT ENVIRONMENT

Currently, the Nebraska Child Support Payment Center (NCSPC) is the only agency using the services under this State contract. Bidders should review transaction volume from September 2012 thru December 2015 detailed in Exhibit 1 when preparing their response.

The below narrative of the State agency business practice is based on the services utilized through the current vendor. This narrative is being provided to assist bidders in preparing a quality response to this RFP. **Bidders must acknowledge their ability to meet the technical outlined requirement**, work with the current State agency using the services and discuss any difficulties, issues or concerns that might arise during transition or implementation.

Nebraska Child Support Payment Center

As part of the federal Welfare Reform Act of 1996, the State of Nebraska was required to establish one location where all child support payments would be received. The Nebraska Legislature enacted several laws to comply with this federal mandate and the State Treasurer was designated as the State agency to receive all child support payments. The Child Support Enforcement Office of the Nebraska Department of Health and Human Services is responsible for determining the amount to be paid to the custodial parent according to the federal laws. The NCSPC is responsible for the receipting in of all child support payments.

This statewide system has centralized the collection of over 125,000 payments each month equaling approximately \$1.2 million per business day. Payments are received by the NCSPC in multiple ways:

- Credit card over the phone or via web site
- Walk-in cash/check/credit card payments
- ACH debit by non-custodial parents and employers
- ACH credits are remitted from employers, other state disbursement units, Department of Labor, military branches, Social Security Administration, PayNearMe, and MasterCard RPPS.
- Check payments mailed to the NCSPC

The State began the automation of the acceptance of Online/Mobile/Kiosk Bill Payments (Home Bill Payments) in 2006. The State was receiving a large volume of checks mailed from bank run Internet bill payment service centers (home bill payment).

Current process:

The NCSPC utilizes the CIE file format as detailed in Exhibit 2 and the 22 character account field to have payors populate their Agency Related Person (ARP) Id (13 digit alpha/numeric ARP Id) along with the last four of one's SSN. Masks are no longer used in any fashion as this leads to items not being accepted and once again being sent to the NCSPC in a paper format. Banks collect and consolidate the Online/Mobile/Kiosk Bill payments from MasterCard RPPS and generates a daily file to the NCSPC representing: their internal bill payments and the MasterCard RPPS payments. The State downloads this file at 7 a.m. each business day. The file is formatted in a NACHA ACH file format with CIE transactions. The file is placed on a secure web site that NCSPC banking staff login to in order to retrieve the file. The file is downloaded each Business Day and processed in the Child Support system to reflect the payments received. On the same day the payment files are received, NCSPC's bank account with the current vendor is credited with an entry equaling the payment file. This credit is available when the file is downloaded as it is used to balance the day's totals.

C. BUSINESS REQUIREMENTS

The bidder shall acknowledge agreement and ability to comply with all business requirements listed.

1. The bidder shall research Nebraska State Statutes for its legal responsibilities when doing business with the State. A list of State Statutes is provided below and others are provided in this RFP. This is not all inclusive to the legal requirements of the selected contractor.

Neb. Rev. Stat. §69-1302 Property held or owing by a banking or financial organization or business association; presumed abandoned; when.

Neb. Rev. Stat. §48-1122 Prohibition of Discrimination

Neb. Rev. Stat §73-205(3) Technology Access Standards

Neb. Rev. Stat §73-506(2) Service contracts with unspecified or unlimited duration

Neb. Rev. Stat §73-506(1) The State cannot pay for deliverables not received

Neb. Rev. Stat §81-2401 to 81-2408 Prompt Payment Act

Nebraska State Constitution, Article XIII, §3 Prohibits indemnification and limitations of liability

Alternative Terms and Conditions that are in violation of or conflict with Nebraska State Statutes, this RFP document or the Nebraska State Constitution will be rejected by the State.

2. The bidder must be an authorized receiver of Online/Mobile/Kiosk bill payments for the purposes detailed in this RFP.
3. **Annual Report**
The Contractor is required to provide an annual report for the period 07/1 to 06/30 to the Nebraska State Treasurer's Office for all programs participating in all contracts resulting from this RFP. The annual report shall include the following information for all State agencies, governmental entities, political subdivisions, cities and counties utilizing services under the contract(s) and contract addendums resulting from this RFP. Report information shall be detailed by month and program and include at a minimum the following detail.

| | T | Type | Frequency | Description |
|---|----------|--------------------|------------------|---|
| 1 | F | Financial Activity | Annual | A summary of the total number of payments and total amounts processed under by each entity utilizing services under the contract resulting from this RFP per month. |

The report will be due by July 20th of each year. The State agrees to receive this information annually and will include the data specified in this section.

This report must be emailed:

Email: NST.sdubanking@nebraska.gov

4. The Contractor may not sell to a third party or use any information included in the payments being received on behalf of the State or any entity participating under this contract, including but not limited to names, addresses, social security numbers, ARP numbers for such purposes other than those agreed upon in writing between the State Treasurer's Office and the selected Contractor.
5. The Contractor is responsible for the security of confidential payment information. If the Contractor's/subcontractor's system containing payment information is breached, the Contractor is required to notify the State Treasurer's Office upon knowledge of any breach. The Contractor shall keep the State Treasurer's Office updated and forward all results from the completed investigation. The NCSPC will assume the responsibility to notify the non-custodial parents that used their social security number in the Mask of the home bill payment of the security breach. The NCSPC does not require bill payors to use their social security number as part of the account information, however, this does not prevent them from remitting their confidential information.
6. The Contractor must be a bank or owned by a bank pursuant to Section §77-2387 R. S. (2).
7. The Contractor is responsible for ensuring that any bank account maintained for the utilization of services under the contract(s) resulting from this RFP is FDIC insured.
8. **Collateral requirements:** The selected Contractor is responsible to meet State Statute requirements for collateralization of state deposits if a bank account is maintained in conjunction with the contract resulting from this RFP. Bidders will at a minimum reference Neb. Rev. Stat. Section §77-2395, §77-2389, and §77-2398. Collateral requirements are applicable to all State agency accounts serviced under this contract.

Collateral requirements range from 102 percent to 105 percent of the bank account ledger balance. The State requires a statement of collateral be provided on a calendar month basis. The agreement for collateral arrangements must require the signature of a State designated representative before the release of collateral purchased on behalf of the State.

9. The bidder must have at least 2 years' experience accepting Online/Mobile/Kiosk bill payment for billers. The bidder must have experience operating programs with similar technical requirements as those requested in the RFP.
10. The Contractor shall notify the State Treasurer's Office of any additional contracts resulting from this RFP with eligible entities specified in IV. PROJECT DESCRIPTION AND SCOPE OF WORK, A. PROJECT OVERVIEW in advance of contract signing.

Said notice shall be sent to:

Email: nst.sdubanking@nebraska.gov
Fax: 402-471-4390

The email/fax notification shall include the entity name and contact instructions (including name, phone number) at a minimum.

The State reserves the right to view all contracts and pricing/cash access schedules resulting from this RFP.

D. SCOPE OF WORK & TECHNICAL REQUIREMENTS

Bidders must acknowledge agreement and ability to comply with all Project & Technical Requirements listed. Bidders must indicate if the solution proposed in the RFP response is customized or provided by a third-party. Bidders should indicate if proposed custom solutions listed in the RFP response are currently being utilized in a live environment. Bidders must detail any third-party subcontractors performing any functions, such as systems or customer support. Bidders should provide screen prints in applicable sections of the requirements in order to assist the state during the evaluation process. Bidders are welcome to provide a CD demo or links to demos of proposed solutions included in their proposal responses.

| RFP Technical Requirements | | | | | |
|----------------------------|---|--------|------------------|------------|-------------------|
| Req # | Technical Requirements | Comply | Unable to comply | (a) Custom | (b) Subcontractor |
| 1.1 | The State requires that the Contractor meet all state, federal and banking laws and regulations and card association industry standards, rules and requirements relating to the services detailed in this RFP. | | | | |
| Response: | | | | | |
| 1.2 | The bidder must not propose any implementation costs. | | | | |
| Response: | | | | | |
| 1.3 | The bidder is required to review the preferred account information provided by each agency which assists in properly applying the payments received. | | | | |
| Response: | | | | | |
| 1.4 | The bidder is required to make available a NACHA ACH formatted payment file with CIE transactions as early as possible each Business Day. What is the earliest time this file can be made available (Central Standard Time). | | | | |
| Response: | | | | | |
| 1.5 | Payment funding must be deposited either by credit to an existing State Treasurer Bank account at the Bank or sent by wire or ACH to NCSPC daily by 8 a.m. Central Time. (The State is not requiring a bank account be opened in conjunction with the services in the RFP. If the bidder elects to include that in the offered services, the bidder must include all costs associated with those services in Exhibit 3 (the Cost Proposal). | | | | |
| Response: | | | | | |
| 1.6 | The bidder shall detail how many payment files will be produced for each business day, for the day following a weekend and the business day following a holiday. The NCSPC chooses to receive one file for each business day. | | | | |
| Response: | | | | | |
| 1.7 | The bidder shall detail its ability to provide a payment file on days that no Online/Mobile/Kiosk Bill Payment transactions are received by the Bank (either from its Internal Bill payment service or MasterCard RPPS) on behalf of the NCSPC. | | | | |
| Response: | | | | | |

| RFP Technical Requirements | | | | | |
|----------------------------|---|--------|------------------|------------|-------------------|
| Req # | Technical Requirements | Comply | Unable to comply | (a) Custom | (b) Subcontractor |
| 1.8 | The NCSPC wishes not to accept zero dollar amount payments in conjunction with the services listed in the RFP. | | | | |
| Response: | | | | | |
| 1.9 | The NCSPC would prefer to retrieve the payment files via a secure website operated by the bidder. Bidders proposing an internet based solution for payment file(s) retrieval shall detail security features relating to the solution/site. | | | | |
| Response: | | | | | |
| 1.10 | Bidders must describe current software/hardware requirements to be able to access internet/online solutions and any PC based applications offered in the RFP response and specify the required Windows version. | | | | |
| Response: | | | | | |
| 1.11 | The NCSPC requires the Contractor to send at least, a monthly analysis statement/invoice to NCSPC for the fees relating to the services detailed in the RFP. | | | | |
| Response: | | | | | |
| 1.12 | The bidder shall detail how it prevents duplicate payment files from being transmitted or put for release to clients. | | | | |
| Response: | | | | | |
| 1.13 | The bidder shall make available a customer services or account representative that can resolve questions regarding files or payments made to the NCSPC in a timely basis (same business day). | | | | |
| Response: | | | | | |
| 1.14 | Bidders must acknowledge their willingness to participate in State Treasurer sponsored education and banking expo sessions for State agencies or entities eligible to participate under state contracts. This could include attending multiple sessions to make State agencies aware of different services available through State banking business partners. | | | | |
| Response: | | | | | |

| RFP Technical Requirements | | | | | |
|----------------------------|--|--------|------------------|------------|-------------------|
| Req # | Technical Requirements | Comply | Unable to comply | (a) Custom | (b) Subcontractor |
| 1.15 | The selected Contractor will work with the State to market the Online/Mobile/Kiosk Bill Payment options to payees. An example would be a small flyer that could be inserted into NCSPC billing statements. | | | | |
| Response: | | | | | |
| 1.16 | The selected Contractor will work with the State to recognize additional concentrators whereby the NCSPC can participate as Bill Originator. | | | | |
| Response: | | | | | |
| 1.17 | The selected Contractor will work with the State to recognize future technological advances which may also offer additional concentrators to become aware of the NCSPC as a Bill Originator. | | | | |
| Response: | | | | | |

E. PERFORM IMPLEMENTATION

Bidders must provide a description of the implementation process, including a detailed test plan and implementation schedule. The State currently only has one agency that will be a part of the implementation process and will supply agency resources. There are additional State agencies which may be implemented in the future and would supply their resources that would be a part of the implementation process at that time. Please state the average lead time needed for implementation of a government contract. Describe the critical factors that may impact the lead time. The State expects the contract resulting from this RFP to be completed in 30 calendar days. If a contract cannot be completed due to unresponsive terms, the State may elect to award to the next qualified bidder. Describe the resources the bidder will make available to complete contracts in a timely basis in order that contract implementation will begin and be completed within 30 days after RFP award.

Describe the resources that the bidder will provide during implementation, including training (in person, over the phone, user manuals, or web based), technical support, or on-site visits/State agency implementation meetings. State what staff the bidder will assign as the implementation team or manager. Describe the training materials to be provided.

F. PROVIDE POST IMPLEMENTATION SUPPORT

1. Indicate if your organization provides a newsletter or email covering industry issues, rules and regulations updates and how often that is distributed/published.
2. Describe any on-going training or technical support that will be made available as upgrades or bidder-system changes occur.

G. DELIVERABLES

1. Bidder shall provide a copy of all banking agreements required to initiate all banking services listed in this RFP. Bidder agreements shall be edited to include only the services requested in this RFP and not contain language conflicting with the RFP, State law and Section III. Terms and Conditions of the RFP. This information can be included as a separate tab/section labeled "Deliverables". The bidder understands that alternative terms and conditions may be rejected by the State at its sole discretion. Rejection or non-compliance with the RFP terms and conditions and/or state law may be cause for rejection of the bidder's alternative terms and conditions and/or of a bidder's proposal.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of six (6) sections:

1. Request for Proposal For Contractual Services form, signed in ink;
2. Bidder must be a bank as defined in Neb. Rev. Stat §77-2387 (2) having a qualifying office in the State of Nebraska;
3. Financial stability to do business with the State of Nebraska
4. Corporate Overview;
5. Technical Approach; and
6. Cost Proposal.

B. REQUEST FOR PROPOSAL FORM

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

C. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

1. **BIDDER IDENTIFICATION AND INFORMATION**
The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.
2. **FINANCIAL STATEMENTS**
The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other

pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

3. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

4. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

5. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

6. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

7. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal

accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past three (3) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

8. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a) the time period of the project;
 - b) the scheduled and actual completion dates;
 - c) the Contractor's responsibilities;
 - d) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a fax number and email address); and
 - e) each project description shall identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

9. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support

functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

10. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

D. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

- a. understanding of the project requirements;
- b. proposed development approach;
- c. technical considerations;
- d. detailed project work plan; and
- e. deliverables and due dates.

E. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component

shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

Form A

Bidder Contact Sheet

Request for Proposal Number NST012516Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

| Preparation of Response Contact Information | |
|---|--|
| Bidder Name: | |
| Bidder Address: | |
| Contact Person & Title: | |
| Email Address: | |
| Telephone Number (Office): | |
| Telephone Number (Cellular): | |
| Fax Number: | |

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

| Communication with the State Contact Information | |
|--|--|
| Bidder Name: | |
| Bidder Address: | |
| Contact Person & Title: | |
| Email Address: | |
| Telephone Number (Office): | |
| Telephone Number (Cellular): | |
| Fax Number: | |

Exhibit 1 – Online/Mobile/Kiosk Bill Payment Volume Received by NCSPC

| Month | Total Bill Payment Count | Amount | Month | Total Bill Payment Count | Amount |
|--------------|---------------------------------|---------------|---------------|---------------------------------|------------------------|
| September-12 | 980 | \$505,829.79 | May-14 | 998 | \$499,730.41 |
| October-12 | 1220 | \$634,683.63 | June-14 | 960 | \$444,294.81 |
| November-12 | 1124 | \$573,947.04 | July-14 | 1060 | \$539,888.00 |
| December-12 | 1042 | \$523,511.92 | August-14 | 985 | \$462,649.07 |
| January-13 | 1120 | \$566,127.60 | September-14 | 1020 | \$470,013.09 |
| February-13 | 944 | \$484,043.16 | October-14 | 1065 | \$518,169.63 |
| March-13 | 1041 | \$507,673.81 | November-14 | 865 | \$371,144.83 |
| April-13 | 1104 | \$560,809.58 | December-14 | 1140 | \$556,810.89 |
| May-13 | 1149 | \$588,381.57 | January-15 | 963 | \$455,915.34 |
| June-13 | 930 | \$473,400.42 | February-15 | 928 | \$427,945.31 |
| July-13 | 1103 | \$547,966.65 | March-15 | 1034 | \$492,115.27 |
| August-13 | 1060 | \$530,673.72 | April-15 | 974 | \$461,007.49 |
| September-13 | 882 | \$409,173.33 | May-15 | 935 | \$433,605.22 |
| October-13 | 1118 | \$575,214.83 | June-15 | 985 | \$472,536.40 |
| November-13 | 1011 | \$492,527.77 | July-15 | 998 | \$489,783.01 |
| December-13 | 1012 | \$510,510.49 | August-15 | 890 | \$402,134.89 |
| January-14 | 1039 | \$518,826.61 | September-15 | 1001 | \$470,807.30 |
| February-14 | 914 | \$440,269.69 | October-15 | 955 | \$453,653.20 |
| March-14 | 1003 | \$514,882.72 | November-15 | 882 | \$389,173.10 |
| April-14 | 968 | \$475,336.97 | December-15 | 1,075 | \$505,725.63 |
| | | | | | |
| | | | Totals | 37,627 | \$18,440,958.30 |

Exhibit 2 – Online/Mobile/Kiosk Bill Payment CIE File Format

| ACH File - File Header Record | | | | | |
|-------------------------------|----------------------------|----------|-------------------------------|--------|----------|
| Field | Field Name | Required | Contents | Length | Position |
| 1 | Record Type Code | M | "1" | 1 | 1-1 |
| 2 | Priority Code | R | Numeric | 2 | 2-3 |
| 3 | Immediate Destination | M | bTTTTAAAAC | 10 | 4-13 |
| 4 | Immediate Origin | M | bTTTTAAAAC | 10 | 14-23 |
| 5 | File creation Date | M | YYMMDD | 6 | 24-29 |
| 6 | File Creation Time | O | HHMM | 4 | 30-33 |
| 7 | File ID Modifier | M | Upper Case A-Z Numeric 0-9 | 1 | 34-34 |
| 8 | Record Size | M | "094" | 3 | 35-37 |
| 9 | Blocking Factor | M | "10" | 2 | 38-39 |
| 10 | Format Code | M | "1" | 1 | 40-40 |
| 11 | Immediate Destination Name | O | Alphanumeric | 23 | 41-63 |
| 12 | Immediate Origin Name | O | Alphanumeric | 23 | 64-86 |
| 13 | Reference Code | O | Alphanumeric | 8 | 87-94 |

| ACH File - Batch Header Record | | | | | |
|--------------------------------|--------------------------------|--------------------------|--------------|--------|----------|
| Field | Field Name | Required | Contents | Length | Position |
| 1 | Record Type Code | M | "5" | 1 | 1-1 |
| 2 | Service Class Code | M | Numeric | 3 | 2-4 |
| 3 | Company Name | M | Alphanumeric | 16 | 5-20 |
| 4 | Company Discretionary Data | O | Alphanumeric | 20 | 21-40 |
| 5 | Company Identification | M | Alphanumeric | 10 | 41-50 |
| 6 | Standard Entry Class Code | M | Alphanumeric | 3 | 51-53 |
| 7 | Company Entry Description | M | Alphanumeric | 10 | 54-63 |
| 8 | Company Descriptive Date | O | Alphanumeric | 6 | 64-69 |
| 9 | Effective Entry Date | R | YYMMDD | 6 | 70-75 |
| 10 | Settlement Date (jullian) | inserted by ACH Operator | Numeric | 3 | 76-78 |
| 11 | Originator Status Code | M | Alphanumeric | 1 | 79-79 |
| 12 | Originating DFI Identification | M | TTTTAAAA | 8 | 80-87 |
| 13 | Batch Number | M | Numeric | 7 | 88-94 |

ACH File - CIE Entry Detail Record

| Field | Field Name | Required | Contents | Length | Position |
|-------|----------------------------------|----------|----------------|--------|----------|
| 1 | Record Type Code | M | "6" | 1 | 1-1 |
| 2 | Transaction Code | M | Numeric | 2 | 2-3 |
| 3 | Receiving DFI Identification | M | TTTTAAAA | 8 | 4-11 |
| 4 | Check Digit | M | Numeric | 1 | 12-12 |
| 5 | DFI Account Number | R | Alphanumeric | 17 | 13-29 |
| 6 | Amount | M | \$\$\$\$\$\$cc | 10 | 30-39 |
| 7 | Individual Name | R | Alphanumeric | 15 | 40-54 |
| 8 | Individual Identification Number | M | Alphanumeric | 22 | 55-76 |
| 9 | Discretionary Data | O | Alphanumeric | 2 | 77-78 |
| 10 | Addenda Record Indicator | M | Numeric | 1 | 79-79 |
| 11 | Trace Number | M | Numeric | 15 | 80-94 |

ACH File - Batch Control Record

| Field | Field Name | Required | Contents | Length | Position |
|-------|----------------------------------|----------|--------------------|--------|----------|
| 1 | Record Type Code | M | "8" | 1 | 1-1 |
| 2 | Service Class Code | M | Numeric | 3 | 2-4 |
| 3 | Entry / Addenda Count | M | Numeric | 6 | 5-10 |
| 4 | Entry Hash | M | Numeric | 10 | 11-20 |
| 5 | Total Debit Entry Dollar Amount | M | \$\$\$\$\$\$\$\$cc | 12 | 21-32 |
| 6 | Total Credit Entry Dollar Amount | M | \$\$\$\$\$\$\$\$cc | 12 | 33-44 |
| 7 | Company Identification | R | Alphanumeric | 10 | 45-54 |
| 8 | Message Authentication Code | O | Alphanumeric | 19 | 55-73 |
| 9 | Reserved | N/A | Blank | 6 | 74-79 |
| 10 | Originating DFI Identification | M | TTTTAAAA | 8 | 80-97 |
| 11 | Batch Number | M | Numeric | 7 | 88-94 |

ACH File - File Control Record

| Field | Field Name | Required | Contents | Length | Position |
|-------|--|----------|--------------------|--------|----------|
| 1 | Record Type Code | M | "9" | 1 | 1-1 |
| 2 | Batch Count | M | Numeric | 6 | 2-7 |
| 3 | Block Count | M | Numeric | 6 | 8-13 |
| 4 | Entry / Addenda Count | M | Numeric | 8 | 14-21 |
| 5 | Entry Hash | M | Numeric | 10 | 22-21 |
| 6 | Total Debit Entry Dollar Amount in File | M | \$\$\$\$\$\$\$\$cc | 12 | 32-43 |
| 7 | Total Credit Entry Dollar Amount in File | M | \$\$\$\$\$\$\$\$cc | 12 | 44-55 |
| 8 | Reserved | N/A | Blank | 39 | 56-94 |

