

In the
Supreme Court of Ohio

CINCINNATI FEDERAL SAVINGS & LOAN COMPANY,	:	
	:	Case No. 2021-0064
	:	
Appellant,	:	
	:	Appeal from Ohio Board of Tax Appeals
v.	:	
	:	BTA Case No. 2018-2247
JEFFREY A. MCCLAIN, TAX COMMISSIONER OF OHIO,	:	
	:	
Appellee.	:	

**APPENDIX TO THE MERIT BRIEF OF APPELLEE
JEFFREY A. MCCLAIN, TAX COMMISSIONER OF OHIO**

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MASTER AGREEMENT

MASTER AGREEMENT ("**Agreement**") dated as of March 1, 2012 ("**Effective Date**") between Fiserv Solutions, Inc., a Wisconsin corporation with offices located at 255 Fiserv Drive, Brookfield, Wisconsin 53045 ("**Fiserv**"), and Cincinnati Federal Savings and Loan Association, with offices located at 6581 Harrison Avenue, Cincinnati, Ohio 45247 ("**Client**").

Fiserv and Client hereby agree as follows:

1. Deliverables.

(a) General. Fiserv, itself and through its Affiliates (as defined herein), agrees to provide to Client, and Client agrees to obtain from Fiserv, the services ("**Services**") and products ("**Products**") (collectively, "**Deliverables**") described in the attached Exhibits, subject to the terms set forth in this Agreement and in the applicable Exhibit. "**Affiliate**" means an entity that controls, is controlled by, or is under common control with a party, where "control" means the direct or indirect ownership of more than 50% of the voting securities of such entity or party. Each Exhibit will be deemed to incorporate all of the terms of this Agreement. Use of the term "Exhibit" throughout this Agreement shall include any Schedules attached to such Exhibit. Exhibits and Schedules attached as of the Effective Date are listed below.

- ASP Services Exhibit to Master Agreement
 - Account Processing Services Schedule to ASP Services Exhibit
 - Item Processing Service Schedule to ASP Services Exhibit
 - E-Commerce Services Schedule to ASP Services Exhibit
 - CheckFree RXP Consumer Bill Delivery and Payment Service, and Other Payment Services Schedule to ASP Services Exhibit
- Software Products Exhibit to Master Agreement
 - Cleartouch Software Schedule to Software Products Exhibit
 - iVue90 Software Schedule to Software Products Exhibit
- Data Vaulting Exhibit to Master Agreement
- Equipment Exhibit to Master Agreement

(b) Additional Entities and Deliverables. The parties or their Affiliates may add Deliverables to this Agreement by signing an appropriate new Exhibit or Schedule to this Agreement, as applicable. When an Affiliate of Client or Fiserv is a party to an Exhibit, then for the purposes of that Exhibit, references to "Client" or "Fiserv" in this Agreement will be deemed to include the applicable Client Affiliate or Fiserv Affiliate. An Affiliate's execution of an Exhibit shall constitute such Affiliate's agreement to be bound by the terms of this Agreement.

2. Fees for Deliverables.

(a) General. Client agrees to pay Fiserv: (i) fees for Deliverables as specified in the Exhibits, (ii) out-of-pocket and other additional charges pursuant to Section 2(b), and (iii) Taxes as defined in Section 2(c). Fees may be increased as set forth in the Exhibits.

(b) Additional Charges. Client shall pay travel and living expenses and other out-of-pocket expenses reasonably incurred by Fiserv in connection with the Deliverables. As applicable, such out-of-pocket expenses shall be incurred in accordance with Fiserv's then-current corporate travel and expense policy. If an out-of-pocket expense is listed in an Exhibit, such expense may be changed to reflect changes issued by the applicable vendor.

(c) Taxes. Client is responsible for the payment of all sales, use, excise, value added, withholdings and other taxes and duties however designated that are levied by any taxing authority relating to the Deliverables ("**Taxes**"). All Fees and other charges under any Exhibit are exclusive of Taxes. Client shall reimburse Fiserv for those Taxes that Fiserv is required to remit on behalf of Client. In no event shall Taxes include taxes based on Fiserv's income.

(d) Payment Terms. Invoices are due and payable upon Client's receipt of such invoice. Client shall pay Fiserv through the Automated Clearing House unless otherwise set forth in the Exhibits. If any invoiced amounts remain unpaid 30 days after Client's receipt of invoice, Client shall pay a monthly late charge based on the unpaid amounts equal to the lesser of 1.5% or the highest amount allowed by law until such invoice amount is paid in full. Client shall neither make nor assert any right of deduction or set-off from amounts invoiced.

3. Confidentiality and Ownership. The provisions of this Section 3 survive any termination or expiration of this Agreement.

(a) Definitions.

- (i) "**Client Information**" means the following types of information of Client and its Affiliates obtained or accessed by Fiserv from or on behalf of Client or its Affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (A) trade secrets and proprietary information; (B) customer lists, business plans, information security plans, business continuity plans, and proprietary software programs; (C) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Client's individual customers ("**Client PII**"); and (D) any other information received from or on behalf of Client or its Affiliates that Fiserv could reasonably be expected to know is confidential.
- (ii) "**Fiserv Information**" means the following types of information of Fiserv and its Affiliates obtained or accessed by Client from or on behalf of Fiserv or its Affiliates in connection with this Agreement or any discussions between the parties regarding new services or products to be added to this Agreement: (A) trade secrets and proprietary information (including that of any Fiserv client, supplier, or licensor); (B) client lists, information security plans, business continuity plans, all information and documentation regarding the Deliverables, all software Products (including software modifications and documentation, databases, training aids, and all data, code, techniques, algorithms, methods, logic, architecture, and designs embodied or incorporated therein), and the terms and conditions of this Agreement; (C) any personally identifiable information, defined as information that can be identified to a particular person without unreasonable effort, such as the names and social security numbers of Fiserv employees; and (D) any other information and data received from or on behalf of Fiserv or its Affiliates that Client could reasonably be expected to know is confidential.
- (iii) "**Information**" means Client Information and/or Fiserv Information, as applicable. No obligation of confidentiality applies to any Information that: (A) the receiving entity ("**Recipient**") already possesses without obligation of confidentiality, develops independently without reference to Information of the disclosing entity ("**Discloser**"), or rightfully receives without obligation of confidentiality from a third party; or (B) is or becomes publicly available without Recipient's breach of this Agreement.

(b) Obligations. Recipient agrees to hold as confidential all Information it receives from the Discloser. All Information shall remain the property of Discloser or its suppliers and licensors. Recipient will use the same care and discretion to avoid disclosure of Information as it uses with its own similar information that it does not wish disclosed, but in no event less than a reasonable standard of care and no less than is required by law. Recipient may only use Information for the lawful purposes contemplated by this Agreement, including in the case of Fiserv use of Client Information for fulfilling its obligations under this Agreement, performing, improving and enhancing the Deliverables, and developing data analytics models to produce analytics-based offerings. Client agrees that prior to providing Fiserv access to any Client PII, Client shall ensure that any necessary consent has been obtained that is required by law or regulation for Fiserv to access the information and to use it pursuant to the terms set forth in this Agreement. Fiserv specifically agrees not to use or disclose any "non-public personal information" about Client's customers in any manner prohibited by Title V of the Gramm-Leach-Bliley Act or the regulations issued thereunder ("**GLB**"), as applicable to Fiserv. Recipient may disclose Information to: (i) its employees and employees of permitted subcontractors and Affiliates who have a need to know; (ii) its attorneys and accountants as necessary in the

ordinary course of its business; and (iii) any other party with Discloser's prior written consent. Before disclosure to any of the above parties, Recipient will have a written agreement with (or in the case of clause (ii) a professional obligation of confidentiality from) such party sufficient to require that party to treat Information in accordance with the requirements of this Agreement, and Recipient will remain responsible for any breach of this Section 3 by any of the above parties. Fiserv as Recipient may also disclose Client Information to third party vendors designated by Client. Recipient may disclose Information to the extent required by law or legal process, provided that: (A) Recipient gives Discloser prompt notice, if legally permissible, so that Discloser may seek a protective order; (B) Recipient reasonably cooperates with Discloser (at Discloser's expense) in seeking such protective order; and (C) all Information shall remain subject to the terms of this Agreement in the event of such disclosure. At Recipient's option, Information will be returned to Discloser or destroyed (except as may be contained in back-up files created in the ordinary course of business that are recycled in the ordinary course of business over an approximate 30- to 90-day period or such longer period as required by applicable law) at the termination or expiration of this Agreement or the applicable Exhibit and, upon Discloser's request, Recipient will certify to Discloser in writing that it has complied with the requirements of this sentence. Recipient acknowledges that any breach of this Section 3 may cause irreparable harm to Discloser for which monetary damages alone may be insufficient, and Recipient therefore acknowledges that Discloser shall have the right to seek injunctive or other equitable relief against such breach or threatened breach, in addition to all other remedies available to it at law or otherwise.

(c) Ownership. With the exception of Client Information, all information, reports, studies, object and source code (including without limitation the Products and all modifications, enhancements, additions, upgrades, or other works based thereon or related thereto), flow charts, diagrams, specifications, and other tangible or intangible material of any nature whatsoever produced by Fiserv or jointly with Client or by any of Fiserv's or Client's employees or agents, through or as a result of or related to any of the Deliverables provided hereunder or development of any data analytics models hereunder, and all patents, copyrights, and other proprietary rights related to each of the foregoing, shall be the sole and exclusive property of Fiserv or its Affiliates. Client hereby irrevocably assigns and transfers to Fiserv all rights, title, and interest in any such works referenced in the foregoing sentence, including without limitation copyrights, patent rights, trade secrets, industrial property rights, and moral rights, and shall execute all documents reasonably requested by Fiserv to perfect such rights. Client shall be entitled to use all such work product in accordance with the applicable terms and conditions of this Agreement.

(d) Restrictions. Without limiting any other obligation set forth in this Section 3, Client shall not use, transfer, distribute, interface, integrate, or dispose of any information or content contained in Deliverables in any manner that competes with the business of Fiserv. Except as expressly authorized in an Exhibit, Client shall not: (i) use the Deliverables to provide services to third parties; or (ii) reproduce, republish or offer any part of the Deliverables (or compilations based on any part of the Deliverables) for sale or distribution in any form over or through any medium.

4. Information Security.

(a) General. Fiserv has implemented and shall maintain an information security program that is designed to meet the following objectives: (i) protect the security and confidentiality of customer information (as defined in GLB); (ii) protect against any anticipated threats or hazards to the security or integrity of such information; (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer; and (iv) ensure the proper disposal of "consumer information" (information obtained from "consumer reports" as defined in the Fair Credit Reporting Act). Fiserv agrees to use security safeguards for all personal information pertaining to Massachusetts residents in accordance with Massachusetts Regulation 201 CMR 17.00. Upon Client's written request, Fiserv shall allow Client to review any associated audit reports, summaries of test results or equivalent measures taken by Fiserv to assess whether its information security program meets the foregoing objectives, to the extent and on the same terms such information is made generally available to Fiserv's other clients. Fiserv shall also take appropriate actions to address incidents of unauthorized access to Client's "sensitive customer information" (as defined in GLB), including notification to Client as soon as possible of any such incident. As required by an applicable industry security organization (e.g. PCI-SSC) or the applicable regulatory agency

having jurisdiction over Client, Fiserv may disclose information regarding any such incident to such organization and such agency.

(b) Fiserv Plan. Within 30 days of Client's written request, Fiserv shall provide to Client a summary of Fiserv's written information security plan for the applicable Services received by Client, and thereafter upon Client's request will provide updates on the status of such information security plan.

(c) Data Encryption. As applicable to the Deliverables received by Client, Client agrees to comply with Fiserv's then-current data encryption policies and controls regarding transmission to and from Fiserv of tapes, images, and records maintained and produced by Fiserv for Client in connection with the Deliverables ("Client Files"), or other data transmitted to and from Fiserv in connection with the Deliverables (collectively with Client Files, "Data"). If Client requests or requires Fiserv to send, transmit, or otherwise deliver Data to Client or any third party in a non-compliant format or manner, or Client (or third party on Client's behalf) sends, transmits or otherwise delivers Data to Fiserv in a non-compliant format or manner, then, notwithstanding any other provision of this Agreement: (i) Client understands and accepts all risk of transmitting Data in an unencrypted or otherwise noncompliant format; and (ii) Client releases, discharges, and shall indemnify and hold harmless Fiserv and its employees, officers, directors, agents, and Affiliates from any and all liability, damage, or other loss under this Agreement or otherwise suffered by or through Client or suffered by any of the indemnified entities arising out of the transmission, destruction, or loss of such Data, including without limitation any information security or privacy breach related to such Data.

(d) Examination of Client Files. Client Files may be subject to examination by such federal, state, or other governmental regulatory agencies as may have jurisdiction over Client's business to the same extent as such records would be subject if maintained by Client on its own premises. Client agrees that Fiserv may give all reports, summaries, or information contained in or derived from the data or information in Fiserv's possession relating to Client when formally requested to do so by a regulatory or government agency. Fiserv reserves the right to charge Client at Fiserv's then-current rates for any assistance provided in response to regulatory requests, government agency requests, and legal process requests such as subpoena or search warrant, in each case to the extent related to Client, Client Files and/or Client Information, whether issued during or after the term of this Agreement.

5. Hiring and Employment.

(a) Background Checks. Neither party shall knowingly permit any of its employees to have access to the premises, records or data of the other party when such employee: (i) uses drugs illegally; or (ii) has been convicted of a crime in connection with a dishonest act or a breach of trust, as set forth in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. 1829(a). Consistent with Fiserv's employment practices, newly hired Fiserv employees are required to pass both a pre-employment criminal background check and are required to pass a pre-employment drug screening, as permitted by law, and Fiserv maintains on-going reporting requirements for its employees and conducts on-going confirmations that employees have not engaged in criminal activity subsequent to hiring. Upon Client's reasonable request and at Client's expense, Fiserv may perform more frequent confirmation checks or utilize additional reasonable background checking criteria for those of Fiserv's employees who will have access to Client facilities or Client's networks and computer systems located at Client facilities. The results of all such background checks shall be retained solely by Fiserv or the third party performing such screening on behalf of Fiserv.

(b) Equal Employment. Each party agrees that it shall not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, marital status, liability for service in the armed forces, disability due to veteran status, status as veteran of the Vietnam era or handicap, and each party shall comply with all applicable requirements of the Equal Opportunity Clause set forth in Executive Order 11246, as amended, and its implementing instructions, as well as the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

6. Warranties.

(a) By Fiserv. Fiserv warrants that: (i) no contractual obligations exist that would prevent Fiserv from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations

under this Agreement; and (iii) it will comply with all regulatory requirements applicable to Fiserv's operations used in the performance of its obligations under this Agreement.

(b) By Client. Client represents and warrants that: (i) no contractual obligations exist that would prevent Client from entering into this Agreement; (ii) it has the requisite authority to execute, deliver, and perform its obligations under this Agreement; and (iii) it will comply with all regulatory requirements applicable to its receipt and use of Deliverables under this Agreement.

(c) THE WARRANTIES STATED ABOVE AND IN THE EXHIBITS, IF ANY, ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY THE PARTIES. FISERV DOES NOT REPRESENT THAT THE DELIVERABLES MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT IT HAS INDEPENDENTLY EVALUATED THE DELIVERABLES AND THEIR APPLICATION TO CLIENT'S NEEDS. FISERV DISCLAIMS, AND CLIENT HEREBY EXPRESSLY WAIVES, ALL OTHER REPRESENTATIONS, CONDITIONS, OR WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY ARISING FROM A COURSE OF DEALING OR USAGE OR TRADE. CLIENT MAY NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON BEHALF OF FISERV, ITS AFFILIATES OR THEIR RESPECTIVE THIRD PARTY PROVIDERS OR LICENSORS TO ANY AUTHORIZED USER OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERABLES WITHOUT FISERV'S EXPRESS PRIOR WRITTEN CONSENT.

7. Limitation of Liability. IN NO EVENT SHALL FISERV BE LIABLE FOR LOSS OF GOODWILL, OR FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR TORT DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM ARISES IN TORT, CONTRACT, OR OTHERWISE. EXCEPT FOR CLAIMS RELATED TO PROPRIETARY RIGHTS OR PAYMENT OBLIGATIONS, NEITHER PARTY MAY ASSERT ANY CLAIM AGAINST THE OTHER RELATED TO THIS AGREEMENT MORE THAN 2 YEARS AFTER SUCH CLAIM ACCRUED. FISERV'S AGGREGATE LIABILITY TO CLIENT AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT TO FISERV UNDER THE SCHEDULE RESULTING IN SUCH LIABILITY IN THE 2 MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED.

8. Term and Termination.

(a) Term. This Agreement shall be effective on the Effective Date and shall remain in effect until the term of all outstanding Exhibits has expired or such Exhibits have terminated, unless otherwise terminated as provided herein. The term for Deliverables may be set forth in the applicable Exhibit. An Exhibit that does not state a term will be effective from its last date of execution until terminated in accordance with this Agreement or the Exhibit.

(b) Termination. In addition to termination rights set forth in any Exhibit:

- (i) Either party may, upon written notice to the other, terminate: (A) any Schedule if the other party materially breaches its obligations under that Schedule or under this Agreement with respect to that Schedule; or (B) this Agreement if the other party materially breaches its obligations with respect to the non-breaching party's Information or other intellectual property; and the breaching party fails to cure such material breach within 90 days following its receipt of written notice stating, with particularity and in reasonable detail, the nature of the claimed breach.
- (ii) If any invoice remains unpaid by Client 30 days after due, Fiserv may, upon written notice to Client, terminate: (A) the Schedule and/or Client's access to and use of Deliverables to which the payment failure relates; or (B) this Agreement if the unpaid amounts constitute a material portion of annual charges due under this Agreement.

(c) Remedies. Remedies contained in this Section 8 are cumulative and are in addition to the other rights and remedies available to Fiserv under this Agreement, by law or otherwise.

9. Dispute Resolution. Before initiating legal action against the other party relating to a dispute herein, the parties agree to work in good faith to resolve disputes and claims arising out of this Agreement. To this end, either party may request that each party designate an officer or other management employee with authority to bind such party to meet to resolve the dispute or claim. If the dispute is not resolved within 30 days of the commencement of informal efforts under this paragraph, either party may pursue formal legal action. This paragraph will not apply if expiration of the applicable time for bringing an action is imminent and will not prohibit a party from pursuing injunctive or other equitable relief to which it may be entitled.

10. Audit.

(a) Fiserv Operations and Security. Client acknowledges and agrees that Fiserv is subject to certain examinations by the Federal Financial Institutions Examination Council ("**FFIEC**") regulators and agencies. Client acknowledges and agrees that reports of such examination of Fiserv business units are available to Client directly from the relevant FFIEC agencies. Fiserv employs an internal auditor responsible for reviewing the integrity of its processing environments and internal controls.

(b) Billing Records. Upon Client's reasonable request in writing no more frequently than once every 12 months, Fiserv shall provide Client with documentation supporting the amounts invoiced by Fiserv hereunder for the 12-month period preceding such Client request. If such documentation reveals the amounts paid to Fiserv exceed the amounts to which Fiserv is entitled and such amounts are independently verified, Fiserv shall promptly remit or otherwise credit to Client the amount of such overpayment. Conversely, if such documentation reveals the amounts paid to Fiserv are less than the amounts owed, Client shall promptly remit the amount of such underpayment to Fiserv. Invoices dated prior to the 12-month review period hereunder shall be deemed correct. Fiserv reserves the right to charge Client for any assistance required in connection with an audit at Fiserv's then-current rates.

11. General.

(a) Binding Agreement; Assignment. This Agreement is binding upon the parties, their participating Affiliates, and their respective successors and permitted assigns. Neither this Agreement nor any part thereof or interest therein may be sold, assigned, transferred, pledged, or otherwise disposed of by Client, whether pursuant to change of control, by operation of law or otherwise, without Fiserv's prior written consent. Client agrees that Fiserv may assign all or part of this Agreement and may subcontract any obligations to be performed hereunder; provided that any such subcontractors shall be required to comply with all applicable terms and conditions of this Agreement, and Fiserv shall remain primarily liable for the performance of any such subcontractors.

(b) Entire Agreement; Amendments. This Agreement, including its Exhibits and Schedules, which are expressly incorporated herein by reference, constitutes the complete and exclusive statement of the agreement between the parties as to the subject matter hereof and supersedes all previous agreements with respect thereto and the terms of all existing or future purchase orders and acknowledgments. Each party hereby acknowledges that it has not been induced to enter into this Agreement by virtue of, and is not relying on, any representation made by the other party not embodied herein, any term sheets or other correspondence preceding the execution of this Agreement, or any prior course of dealing between the parties, including without limitation any statements concerning product or service usage or the financial condition of the parties. The protections of this Agreement shall apply to actions of the parties performed in preparation for and anticipation of the execution of this Agreement. Modifications of this Agreement must be in writing and signed by duly authorized representatives of the parties. If the terms of any Exhibit conflict with the terms of this Agreement, this Agreement shall control unless the applicable Exhibit expressly states that its terms control.

(c) Severability. If any provision of this Agreement is held to be unenforceable or invalid, the other provisions shall continue in full force and effect.

(d) Governing Law; Jury Trial Waiver. This Agreement will be governed by the substantive laws of the State of New York, without reference to provisions relating to conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Both parties

agree to waive any right to have a jury participate in the resolution of any dispute or claim between the parties or any of their respective Affiliates arising under this Agreement.

(e) Force Majeure. With the exception of Client's payment obligations, neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

(f) Notices. Any written notice required or permitted to be given hereunder shall be given by: (i) Registered or Certified Mail, Return Receipt Requested, postage prepaid; (ii) confirmed facsimile; or (iii) nationally recognized overnight courier service to the other party at the addresses listed on page 1 or to such other address or person as a party may designate in writing. All such notices shall be effective upon receipt.

(g) No Waiver. The failure of either party to insist on strict performance of any of the provisions hereunder shall not be construed as the waiver of any subsequent default of a similar nature.

(h) Prevailing Party. The prevailing party in any arbitration, suit, or action brought by one party against the other party to enforce the terms of this Agreement or any rights or obligations hereunder, shall be entitled to receive, in addition to such other relief as the arbitrators or court may award, its reasonable costs and expenses, including without limitation all attorneys' fees, expert witness fees, litigation-related expenses and arbitrator and court or other costs incurred in such proceeding or otherwise in connection with bringing such arbitration, suit, or action. For purposes of this Agreement, a party is "prevailing" if that party prevails on the central issue raised in the action or claim, regardless of the amount of damages awarded or otherwise owed, if any. A party may prevail by judgment or decision in that party's favor, consent decree, settlement agreement or voluntary dismissal with or without prejudice.

(i) Survival. All rights and obligations of the parties under this Agreement that, by their nature, do not terminate with the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

(j) Recruitment of Employees. Client shall not, without Fiserv's prior written consent, directly or indirectly, solicit for employment or hire any Restricted Employee (as defined herein) while such person is employed by Fiserv and for the 12-month period starting on the earlier of: (i) termination of such Restricted Employee's employment with Fiserv; or (ii) termination or expiration of this Agreement. "**Restricted Employee**" means any former or current employee of Fiserv or its Affiliates that Client became aware of or came into contact with during Fiserv's performance of its obligations under this Agreement.

(k) Publicity. Client and Fiserv shall have the right to make general references about each other and the type of Deliverables being provided hereunder to third parties, such as auditors, regulators, financial analysts, and prospective customers and clients, provided that in so doing Client or Fiserv does not breach Section 3 of this Agreement. Fiserv may issue a press release regarding this Agreement, including its renewal and the addition of Deliverables, subject to Client's review and approval, which shall not be unreasonably withheld or unduly delayed. Except as authorized herein, Client will not use the name, trademark, service mark, logo or other identifying marks of Fiserv or any of its Affiliates in any sales, marketing, or publicity activities, materials, or website display without the prior written consent of Fiserv. Any such authorized or approved use shall at all times comply with Fiserv's Trademark Usage Guidelines (or such other requirements and/or guidelines) set forth on Fiserv's corporate website and other requirements issued or otherwise made available by Fiserv.

(l) Independent Contractors. Client and Fiserv expressly agree they are acting as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Except as expressly authorized herein or in the Exhibits, this Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.

(m) No Third Party Beneficiaries. Except as expressly set forth in any Exhibit hereto, no third party shall be deemed to be an intended or unintended third party beneficiary of this Agreement.

(n) Counterparts. This Agreement and any Exhibits hereto may be executed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

For Client:
Cincinnati Federal Savings and Loan Association

By: 

Name: HERBERT C. BRINKMAN

Title: CHIEF FINANCIAL OFFICER

Date: FEBRUARY 29, 2012

For Fiserv:
Fiserv Solutions, Inc.

By: 

Name: Thomas J. McBride

Title: President - Bank Solutions

Date: 3.12.12

ASP Services Exhibit to Master Agreement

1. ASP / Processing Services. The parties shall add individual Schedules to this ASP Services Exhibit for Fiserv's provision of ASP, processing, or other service bureau Services to Client. The terms of this ASP Services Exhibit shall apply to the following Services, and any other processing Services, to the extent any such Services are added as Schedules to this Exhibit:

- AccountCreate Services
- Account Processing Services
- ACH Services
- Back Office Services
- Banklink Products and Services
- Card and Fulfillment Services
- ConvergeIT: IVR Services
- Credit Processing Services
- E-Commerce Services
- EFT Services
- Electronic Clearing Services
- Electronic Payment Services
- eLending Services
- Hosting Services
- Item Processing Services
- Item Processing Disaster Recovery Services
- Lockbox Processing Services
- Mobile Money™ Services
- Mortgage Processing Services
- MyMoney™ Services
- Neural Network Services
- Stored Value Transaction Processing Services

2. Additional Services.

(a) Implementation Services. Services: (i) to convert Client's existing applicable data and/or information to the Services, and/or (ii) to implement the Services (collectively, "Implementation Services") will be provided by Fiserv to the extent applicable to the Services, for the fees, if any, set forth in the Schedules to this Exhibit. Client agrees to provide all necessary cooperation, information and assistance in connection with Implementation Services to facilitate conversion and/or implementation.

(b) Training Services. To the extent applicable to the Services, Fiserv shall provide training, training aids, user manuals, and other documentation for Client's use as Fiserv finds necessary to enable Client personnel to become familiar with Services, for the fees, if any, set forth in the Schedules to this Exhibit. If requested by Client, classroom training in the use and operation of Services will be provided at a training facility designated by Fiserv.

(c) Optional Services. If optional services are listed on a Schedule to this Exhibit, such optional services shall become part of the Agreement upon Client's use of such optional services.

3. Fiserv System and Client Systems. Fiserv systems used in the delivery of Services (the "Fiserv System") and Client's networks and computer systems ("Client Systems") contain information and computer software that are proprietary and confidential information of the respective parties, their suppliers, and licensors. Each party agrees not to attempt to circumvent the devices employed by the other party to prevent unauthorized access thereto, including without limitation modifications, decompiling, disassembling, and reverse engineering thereof.

4. Fiserv Obligations.

(a) Client Policies. While assigned to provide Services at a Client location or otherwise visiting Client's facilities, Fiserv employees will: (i) comply with Client's reasonable safety and security procedures and other reasonable Client rules applicable to Client personnel at those facilities to the extent such procedures and rules are provided to Fiserv in writing and in advance, (ii) comply with all reasonable requests of Client personnel, as applicable, pertaining to personal and professional conduct, and (iii) otherwise conduct themselves in a professional and businesslike manner.

(b) Changes. Fiserv may make changes in its methods of delivering the Services, including but not limited to operating procedures, type of equipment or software resident at, and the location of Fiserv's service center(s). Fiserv will notify Client prior to implementing any material change that affects Client's normal operating procedures, reporting, or internal service costs.

(c) Client Systems Access. If Fiserv accesses Client Systems, Fiserv will: (i) use this access only to provide Services to Client; and (ii) ensure that the Fiserv System includes up-to-date anti-viral software designed to prevent viruses from reaching Client Systems through the Fiserv System.

(d) Security Testing. Fiserv may use a third party to provide monitoring, penetration and intrusion testing with respect to certain Services. Upon Client's written request, Fiserv agrees to provide Client with a copy of its most recent security certification, if any, for the applicable Fiserv service center providing such Services.

(e) Services Warranties. Fiserv represents and warrants that: (i) Services will conform to the specifications set forth in the Schedules to this Exhibit; (ii) Fiserv will perform Services accurately provided that Client supplies accurate data and information, and follows the procedures described in all Fiserv documentation and notices; (iii) Fiserv personnel will exercise due care in provision of Services; and (iv) functionality provided by the Fiserv System will enable Client to comply in all material respects with Federal regulations generally applicable to Fiserv's clients in the industry in which the functionality is intended to be used.

(f) Error Correction. In the event of an error or other default caused by Fiserv personnel, systems, or equipment, Fiserv shall correct such error or default at no additional charge to Client, provided that Client supplies Fiserv with a written request for correction of the error within 7 days after Client's receipt of the work containing the error. Work reprocessed due to errors in data supplied by or through Client or by Client's failure to follow procedures set forth by Fiserv shall be billed to Client at Fiserv's then current time and material rates.

(g) Infringement Claims. Fiserv shall, at its expense, defend Client against any third party claim or action alleging that the Fiserv System infringes a United States patent, copyright, or other proprietary right of such third party ("**Infringement Claim**"), and shall pay all amounts payable by Client under any judgment, verdict, or court order entered by a court of competent jurisdiction or settlement agreed upon by Fiserv in any Infringement Claim, provided that Client: (i) notifies Fiserv promptly of such Infringement Claim, (ii) grants Fiserv the sole right to control the defense and disposition of such Infringement Claim, and (iii) provides Fiserv with reasonable cooperation and assistance in the defense and disposition of such Infringement Claim. The obligations set forth in this paragraph are Fiserv's entire liability and Client's sole and exclusive remedy for any Infringement Claim.

(h) Audit. In addition to the audit provisions set forth in Section 10 of the Agreement, Fiserv provides for periodic independent audits of its operations, which shall include an annual SAS-70 Type II audit (which for periods following the effective date of SSAE 16, will be a SSAE 16 Type II audit) to the extent required by law or regulation. Fiserv shall provide Client with a copy of such independent audit report of the Fiserv service center providing Services within a reasonable time after its completion, and may charge Client a fee based on the pro rata cost of such audit apportioned among Fiserv's clients. If material deficiencies affecting the Services are noted in such audit report, Fiserv will develop and implement an action plan to address and resolve any such deficiencies within a commercially reasonable time at Fiserv's expense.

5. Client Obligations.

(a) Procedures; Processing Priority. Client agrees to comply with Fiserv's procedures and operating instructions for use of Services and the Fiserv System. Client acknowledges that Fiserv does not subscribe to any processing priority; all users receive equal processing consideration.

(b) Communication Lines, Terminals, Equipment, Software. All communication lines, terminals, equipment, computer software, and interface devices required to access the Fiserv System and to transmit and receive data and information between Client's location(s), Fiserv's service center(s), and/or other necessary location(s) (collectively, "**Client Equipment**") are subject to approval by Fiserv and shall be compatible with the Fiserv System. Client is responsible for the expense of either procuring Client Equipment from Fiserv or providing Client Equipment itself, provided that all communication lines shall be procured from Fiserv. If Client has elected to provide Client Equipment itself, Fiserv shall provide Client with a list of compatible equipment and software. Client agrees to pay Fiserv's standard fee for recertification of the Fiserv System resulting from Client's use of non-compatible Client Equipment. If Fiserv provides such

items, Client agrees to pay charges relating to the installation and use of Client Equipment as set forth in the Schedules to this Exhibit.

(c) Input. Client shall be solely responsible for the input, transmission, or delivery to and from Fiserv (whether delivered to or from Client site(s) or any applicable clearinghouse, regulatory agency, or Federal Reserve Bank) of all information and data required by Fiserv to perform Services unless Client has retained Fiserv to handle such responsibilities, as specifically set forth in Schedules to this Exhibit. The information and data shall be provided in a format and manner approved by Fiserv. Client shall determine and be responsible for the authenticity and accuracy of all information and data submitted to Fiserv.

(d) Client Personnel. Client shall designate appropriate Client personnel for training in the use of the Services, shall supply Fiserv with reasonable access to Client's site during normal business hours for Implementation Services, and shall cooperate with Fiserv personnel in their performance of Services.

(e) Client Review; Responsibility for Accounts. Client shall review all reports furnished by Fiserv for accuracy, and shall work with Fiserv to reconcile any out of balance conditions or discrepancies. As applicable, Client shall be responsible for balancing its accounts each business day and notifying Fiserv promptly of any errors or discrepancies. If Client so notifies Fiserv, Fiserv shall, at its expense, promptly recompute accounts affected by discrepancies solely caused by the Fiserv System or provide for another mutually agreeable resolution. Fiserv will use commercially reasonable efforts to correct errors attributable to Client or Client's other third party servicers. Reconstruction of error conditions attributable to Client or to third parties acting on Client's behalf will be done at Fiserv's then-current professional services rates.

(f) Client Systems. Client shall ensure that Client Systems: (i) are capable of passing and/or accepting data from and/or to the Fiserv System, and (ii) include up-to-date anti-viral software designed to prevent viruses from reaching the Fiserv System through Client Systems.

(g) Client Notification. Client agrees that it shall notify Fiserv as soon as possible upon becoming aware of any incident of unauthorized access to any Information or the Fiserv System.

(h) Indemnity. Client shall indemnify and hold harmless Fiserv, its officers, directors, employees, and affiliates against: (i) any and all claims or actions arising out of (A) the use by Client of the Fiserv System in a manner other than that provided in the Agreement, and (B) access by Client's customers, through a voice response system or through such customers' personal computers, to Client Files or any Fiserv files (including the files of other Fiserv clients) or the Fiserv System or other Fiserv systems; and (ii) any and all claims by third parties through Client arising out of the performance and non-performance of Services by Fiserv, provided that such indemnity shall not preclude Client's recovery of damages from Fiserv pursuant to the terms and subject to the limitations of the Agreement.

(i) Regulatory Requirements. As applicable to Client's receipt of Services and as required by regulatory authorities having jurisdiction over Client, Client agrees to: (i) submit a copy of the Agreement to the appropriate regulatory agencies prior to the date Services commence, (ii) provide adequate notice to the appropriate regulatory agencies of the termination of the Agreement or any material changes in Services, (iii) retain records of its accounts, and (iv) obtain and maintain at its own expense any required Fidelity Bond and casualty and business interruption insurance coverage for loss of records from fire, disaster, or other causes.

6. Business Continuity / Disaster Recovery.

(a) General. Fiserv maintains a business continuity plan ("**Business Continuity Plan**") for each Service that describes measures it will implement to recover from a Disaster. A "**Disaster**" shall mean any unplanned impairment or interruption of those systems, resources or processes that enable standard performance of the applicable Service's functionality. Each Business Continuity Plan shall include a plan for the recovery of critical technology systems (a "**Disaster Recovery Plan**"), as well as procedures for restoring business operations at the primary location or at a designated recovery site, if necessary. Fiserv shall work with Client to establish a plan for alternative communications in the event of a Disaster.

(b) Disaster Occurrence. Fiserv shall notify Client as soon as possible after the occurrence of a Disaster and shall comply with the Business Continuity Plan. Fiserv shall move the processing of Client's standard services to the recovery site as expeditiously as possible if operations cannot be satisfactorily

restored (in Fiserv's sole discretion) at the primary location. If a recovery site is used, Fiserv shall coordinate the cut-over to back-up telecommunication facilities with the appropriate carriers. Client shall maintain adequate records of all transactions under the reasonable control of Client during the period of service interruption and shall have personnel available to assist Fiserv in implementing the switchover to the recovery site. During a Disaster, optional or on-request services shall be provided by Fiserv only to the extent adequate capacity exists at the recovery site and only after stabilizing the provision of base services.

(c) Disaster Recovery Test. Fiserv shall test the Disaster Recovery Plan periodically. Client agrees to participate in and assist Fiserv with such test, if requested by Fiserv. Upon Client's request, test results will be made available to Client's management, regulators, auditors, and insurance underwriters.

(d) No Warranty. Client understands and agrees that the Business Continuity Plan is designed to minimize, but not eliminate, risks associated with a Disaster affecting Fiserv's service center(s). No performance standards shall be applicable for the duration of a Disaster. Client maintains responsibility for adopting a disaster recovery plan relating to disasters affecting Client's facilities and for securing business interruption insurance or other insurance necessary for Client's protection. Fiserv agrees to release information necessary to allow Client's development of a disaster recovery plan that operates in concert with the Business Continuity Plan.

7. Lost Records. If Client's records or other data submitted for processing are lost or damaged as a result of any failure by Fiserv, its employees, or agents to exercise reasonable care to prevent such loss or damage, Fiserv's liability on account of such loss or damages shall not exceed the reasonable cost of reproducing such records or data from Fiserv's back-up data or from exact duplicates thereof in Client's possession.

8. Term and Termination; Deconversion.

(a) Term. Unless otherwise set forth in an applicable Schedule to this Exhibit, the initial term of Services provided hereunder shall end June 30, 2019. Unless written notice of non-renewal is provided by either party at least 180 days prior to expiration of the initial term or any renewal term, this Exhibit shall automatically renew for additional term(s) of 5 years. This Agreement shall be effective on March 1, 2012 ("Effective Date").

(b) Convenience; Early Termination. If Client terminates the Agreement or reduces or terminates Services for any reason other than pursuant to Section 8(b)(i) of the Agreement, Client shall pay a termination fee based on the remaining unused term of the Services. Such fee shall be determined by multiplying the average of the monthly invoices for each Service received by Client during the 6-month period preceding the effective date of termination (or if no monthly invoice has been received, the estimated monthly billing for each Service to be received hereunder) by 80% times the remaining months of the term, plus any unamortized conversion fees or third party costs existing on Fiserv's books on the date of termination.

(c) Defaults. If Client:

- (i) fails to cure its material breach or fails to pay amounts due, each as set forth in Section 8(b) of the Agreement;
- (ii) deconverts any data or information from the Fiserv System either without Fiserv's prior written consent or in violation of the Agreement; or
- (iii) commits an act of bankruptcy or becomes the subject of any proceeding under the Bankruptcy Code or becomes insolvent or if any substantial part of Client's property becomes subject to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency;

then, in any such event, Fiserv may, upon written notice, terminate the Agreement in whole or in part and be entitled to recover from Client as liquidated damages for such early termination an amount equal to the present value of all payments remaining to be made for the remaining unused term of the Agreement or the applicable Exhibit, plus any unamortized conversion fees or third party costs existing on Fiserv's books on

the date of termination. For purposes of the preceding sentence, present value shall be computed using the "prime" rate (as published in *The Wall Street Journal*) in effect at the date of termination and "all payments remaining to be made" shall be calculated by multiplying the average monthly invoices for the 6 months immediately preceding the date of termination by the remaining months of the term.

(d) Liquidated Damages. Client understands and agrees that Fiserv losses incurred as a result of early termination of the Agreement, this Exhibit, or any Schedule would be difficult or impossible to calculate as of the effective date of termination since they will vary based on, among other things, the number of clients using the Fiserv System on the date the Agreement terminates. Accordingly, the amounts set forth in Sections 8(b) and 8(c) above and Section 10(e) below represent Client's agreement to pay and Fiserv's agreement to accept as liquidated damages (and not as a penalty) such amount for any such termination.

(e) Return of Client Files. Upon expiration or termination of the Agreement or any Schedule to this Exhibit, Fiserv shall furnish to Client such copies of Client Files as Client may request in a Fiserv standard format, and shall provide such information and assistance as is reasonable and customary to enable Client to deconvert from the Fiserv System; provided, however, that Client authorizes Fiserv to retain Client Files until: (i) Fiserv is paid in full for all amounts due for all Services provided through the date such Client Files are returned to Client; (ii) Fiserv is paid its then standard rates for the services necessary to return such Client Files; (iii) if the Agreement or applicable Schedule is being terminated, Fiserv is paid any applicable termination fee pursuant to Section 8(b) or (c) above; and (iv) Client has returned or destroyed all Fiserv Information in accordance with Section 3(b) of the Agreement. Fiserv shall be permitted to destroy Client Files any time after 30 days from the final use of Client Files for processing, unless: (A) Fiserv is directed by Client in writing to retain such files for a longer period, provided that Client may not require Fiserv to retain Client Files for longer than 90 days unless Fiserv agrees to such longer retention period, or (B) otherwise specified in a Schedule.

(f) Miscellaneous. Client is responsible for the deinstallation and return shipping of any Fiserv-owned equipment located on Client's premises.

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

10. Additional Fee Provisions.

(a) Annual Adjustment. Fiserv's fees for Services may be increased annually effective each January 1 beginning in the year 2012 upon 30 days' notice to Client. Each increase shall be limited to the increase in the U.S. Department of Labor, Consumer Price Index for All Urban Consumers ("CPI") for the most recently available 12-month period preceding such 30-day notice period, not to exceed 2%.

(b) Holdover. Upon any termination or expiration of the Agreement or an Exhibit, Services provided after the applicable termination date, expiration date, or final processing date specified by Client will be provided subject to Fiserv's capacity and will be invoiced at then current fees under the applicable Schedule plus a holdover premium of 25%, unless such holdover is due to Fiserv's action or inaction.

(c) Deconversion Charges. Client agrees to pay Fiserv's then current deconversion charges in connection with Client's deconversion from the Fiserv System.

(d) Regulatory and Compliance Charge. Fiserv reserves the right to charge Client for Client's share of direct Fiserv costs of maintaining regulatory compliance as required by Section 4(e)(iv) of this Exhibit and/or meeting relevant third party standards (such as PCI-SSC's Payment Card Industry Data Security Standard).

(e) Assumptions. Fees set forth in the Schedules to this Exhibit are based on completion of the initial term of all Services. If Services are reduced or terminated pursuant to Section 8(b) or (c) above, or if Client renegotiates pricing before expiration of the initial term, Client shall reimburse Fiserv for all credits, rebates, discounts, and incentives granted on all Services. Any such credits, rebates, discounts, and incentives will no longer be granted through the remainder of the term for any continuing Services.

11. Residuals. Nothing contained in the Agreement shall restrict Fiserv from the use in its business of any ideas, concepts, know-how, or techniques contained in Client Information accessed by Fiserv in connection with the Services that are related to Fiserv's business activities and retained in the unaided memory of Fiserv's employees.

12. Conflict. If this ASP Services Exhibit and the Agreement conflict, the terms of this Exhibit shall control. If this ASP Services Exhibit and any Schedule hereto conflict, the terms of this Exhibit shall control unless the applicable Schedule expressly states that its provisions control.

**Account Processing Services Schedule
to ASP Services Exhibit**

1. Description of Services. Fiserv agrees to provide to Client the following services (“Account Processing Services”):

Product# Savings Accounts

111010 SAVINGS ACCOUNTS
 111021 MONTHLY STMT SVGS ACCTS
 111022 QUARTERLY STMT SVGS ACCTS
 111023 ANNUAL STMT SVGS ACCTS
 112200 IRA ACCOUNTS
 112300 SAVINGS SERVICE CHARGE
 113110 SAVINGS TRANSACTIONS
 114291 COMBINED INTEREST CHECKS
 114325 SAVINGS NEW/RENEWED ACCTS RPT
 114355 SAVINGS STATEMENTS SORT OPTION
 162022 CLUB ACCT ANNUAL
 PROCESSING CHARGE
 164017 SAV COST OF FUNDS MONTHEND
 164022 TRACKING EXCESS SVG
 TRANSFER ACTIVITY
 164037 MATURED CERT RETENTION RPT
 164039 PASSBOOK NA/RENEW ACCTS
 DISPLAY OPTION
 164060 SAVINGS WEEKLY TRIAL OPTION
 164062 SAVINGS HISTORY COMMENTS
 164065 RENEWAL NOTICES
 164067 INTEREST ON COLLECTED FUNDS
 164130 IRS DATA CAPTURE RPTG SYSTEM
 164131 IRS DATA CAPTURE ITEMS
 164528 SAVINGS CERTIFICATE ANALYSIS
 164529 CMR PROCESSING
 164080 ACCRUED INTEREST YTD ON CDs>\$100K
 164038 MATURING CERT PORTFOLIO ANALYSIS
 164036 MATURING CERT PROJECTION
 112210 RETAINED RETIREMENT PLANS
 114270 MATURITY NOTICES
 164026 SAVINGS CALL REPORTING

Product# DDA Accounts

211100 DDA ACCOUNTS
 212100 DDA TRANSACTIONS
 213040 DDA ON-LINE HISTORY RETENTION
 (30 Days Included)
 213045 ON LINE HISTORY FILE MAINT
 TRANSACTIONS

Product# DDA Accounts (continued)

213066 DDA COST OF FUNDS MONTH END
 213067 SATURDAY PROCESSING
 213080 REMOTE TRANSMISSIONS OF DDA ITEMS
 213091 EXCEPTION ITEM VIEWING
 215011 DDA HISTORY COMMENTS
 215022 EXCEPTION ITEM FILES TRANSMITTED
 215024 CYCLE SORT FILES TRANSMITTED
 215028 CURRENT BALANCE ON RIM
 215033 DDA POSTING SEQUENCE OPTION
 215067 CAA STATEMENTS
 215068 CAA ACCOUNTS
 215148 DDA ENHANCED SWEEPS RETAIL ACCOUNTS
 215150 ZIP SORT OF DDA STATEMENTS
 215071 CAA VARIABLE CYCLE STMTS
 215069 CAA COLLATION OPTION
 213068 COST OF FUNDS REPORTING
 215016 SAME DAY RETURN ITEM PROCESSING
 215014 DDA CALL REPORTING
 215156 WAIVE SERVICE CHARGE BASED ON
 TRACT/HOUSEHOLD BALANCE

Product# Mortgage Loan Accounts

121010 MORTGAGE LOANS
 121050 ML TRANSACTIONS
 121060 ON LINE ESCROW SYSTEM
 121065 ONLINE ESCROW INQUIRY SYSTEM
 121130 PARTICIPATION LOANS
 121225 CUSTODIAL TRANSFERS
 121245 AMI RATE CHANGE HISTORY
 121255 CREDIT BUREAU REPORTING
 121261 ADJUSTABLE MORTGAGE INSTRUMENTS
 121265 FASB 91 DEFERRED FEE ACCOUNTS
 121270 MORTGAGE STATEMENTS
 121271 GENERAL UPDATE ANALYSIS STATEMENTS
 121272 ESCROW DISCLOSURE STATEMENTS
 121274 SIMULATED ESCROW STATEMENTS
 121278 STORAGE OF PROJECTIONS
 121280 DLCS DELINQUENT LOANS
 121282 DLCS HISTORY ACCOUNTS
 165012 MATURITY & YIELD COST TIMEFRAME SORT
 165015 CMR PROCESSING-LOANS
 165017 SCHEDULED CMR EXCEPTION REPORT
 165022 ML REPRICING/MATURITY REPORT

Product# Mortgage Loan Accounts (continued)

165023 DCIS TOTAL W/HISTORY COMMENTS
 165025 ML LOANS TO ONE BORROWER RPT
 165027 PROJECTED ESCROW TRIAL
 (HARD COPY)
 165029 ML SCHEDULE PD DETAIL/TOTAL RPT
 165051 ALPHA SORT TAX DISBURSEMENT RPTS
 165052 1098 ANNUAL PROCESSING
 165054 LEGAL & COLLECTION FEE OPTION
 165055 AMI AUDIT REPORT
 165057 1098 AUDIT REPORT
 165060 EOM INVESTOR TRIAL REPORT
 165061 INVESTOR CMR DETAIL/TOTALS RPT
 165063 M/E INVESTOR GL POSTING TLS RPT
 165078 EOM CONSTRUCTION BILLS
 165081 GL POSTING SOURCE TOTALS RPT
 165084 ML MONTHLY ACTIVITY REPORT
 165085 ML RATE CHANGE REPORT
 165087 TAX COMMUNITY REQUEST LIST
 165095 ML ACCTS CLOSED-ALPHA SEQUENCE
 165118 MTG TRIAL BALANCE-OPTIONAL SORT
 165119 LIP TRIAL BALANCE - OPTIONAL SORT
 121135 CURTAILMENT TRACKING
 121240 LOAN COMMITMENTS
 121279 INITIAL ESCROW STATEMENTS
 165008 MATURITY & YIELD COST-GL POST SORT
 165014 FHLMC LOAN LEVEL TRANSACTIONS
 165016 CMR DOWNLOAD
 165020 DELINQUENT LOAN REPORTS (2/MTH)
 165024 LOAN WAREHOUSING REPORT
 165028 SCHEDULE MR REPORT
 165035 FHLMC LASER TAPE REPORTING
 165044 FNMA TRANSMISSIONS
 165040 AUTO INSURANCE DISBURSEMENT
 165041 CALL REPORTING
 165046 TAX BILL ENTRY
 165074 TAX BILL REPORTS
 165053 ML WKLY COUPON BOOK ORDERING
 165062 CEBA REPORT
 165070 PLEDGED LOAN REPORTING
 165071 FHLMC LOAN LEVEL REPORT
 165073 DEFERRED CREDIT REPORT
 165075 TAX DISBURSEMENT - SIMULATED
 165088 TAX DISBURSEMENT - UPDATING
 165080 LOCKOUTS - DEROGATORY FILE
 FOR LOCKBOX
 165082 INTEREST CAPITALIZATION
 165083 ML ACCRUED INTEREST BY TYPE ID
 165090 FHLMC DELINQUENT REPORT
 165105 ALPHA DESCRIPTION FILE
 MAINT JOURNAL

Product# Consumer Loan Accounts

122010 CONSUMER LOANS
 122050 CONSUMER LOAN TRANSACTIONS
 122138 VARIABLE RATE LOANS
 122142 LINE OF CREDIT LOANS (EQUITY LOANS)
 122150 CONSUMER LOAN HISTORY STATEMENTS
 166059 CCD STOP PAYMENT-LOC CHECKS
 166060 CCD SHARE LOAN ANALYSIS
 166063 CCD SCHEDULE MR DETAIL REPORT
 166065 CCD REPRICING/MATURITY/EXCEPTION RPT
 166070 CCD SCHEDULE PD DETAIL REPORT
 166071 CCD FEE STATUS REPORT
 166072 CCD LOC INACTIVE REPORT
 166074 CCD ALPHA YTD INTEREST JOURNAL
 166079 CCD REBATE REPORT
 166083 CCD LOANS TO ONE BORROWER REPORT
 122136 STUDENT LOANS
 122145 DEALER LOANS
 124010 OVERDRAFT BANKING
 166066 CALL REPORTING
 166067 WEEKLY COUPON BOOK ORDERS
 166069 INSURANCE AGE EXPIRATION
 166078 CEBA REPORT
 166086 DEALER PAST DUE REPORT
 166087 MATURING LOAN REPORT
 166088 OPTION TO CAPITALIZE INTEREST
 166062 LOC INSURANCE REPORT

Product# Commercial Loans

123010 COMMERCIAL LOAN ACCOUNTS
 MULTIPLE INTEREST METHOD
 PARTICIPATED LOANS
 DEALER NOTES
 COMMUNITY REINVESTMENT ACT
 SBA FORM 1502 REPORTING
 LOAN FEES
 AUTOMATED LOAN BILLING
 TICKLERS - ESCROW PROCESSING

Product# General Ledger

130050 GENERAL LEDGER TRANSACTIONS
 130010 ACCOUNTS/BRANCHES
 130105 ON-LINE HISTORY
 167121 TRANSACTION DOWNLOAD
 167157-60OTS REPORTING
 167130-32FDIC REPORTING
 167135 DAILY SUMMARY TRIAL BALANCE
 167152 DAILY CASH POSITION REPORT

Product# Card Management System

140010 CMS ACCOUNTS
 140020 CMS TRANSACTIONS
 140040 CMS SERVICE CHARGE
 140100 CMS CARD/LINK SET-UP
 145010 DIRECT DEPOSIT TRANSACTIONS-SVG
 145015 DIRECT DEPOSIT TRANSACTIONS-DDA
 145020 TRANSFER MANAGEMENT SYSTEM
 145027 LOCK BOX TRANSACTIONS
 145030 LINE OF CREDIT DRAWS
 168030 ACH RETURNS/NOC ITEMS
 168032 ACH RETURNS/NOC-RETENTION
 168033 ACH MONTHLY SPECIAL EDIT BILLING
 168034 ACH ORIGINATING BILLING LOG-FILES
 168036 ACH ORIGINATING BILLING LOG-ITEMS
 168050 ACH HISTORY RETENTION
 140025 CMS AUTO CARD REISSUE/EXPIRE

Product# Other Processing

148000 CLOSED ACCOUNTS
 160010 DUPLICATE TIN REPORT
 162060 IRS EARLY CORRECTION PROCESSING
 162081 AMENDED IRS FILE
 163020 ZIP + 4 UPDATES
 175203 RETAIL INTERNET BANKING TRANSACTIONS
 161012 EXTRACTS-(5/Month)
 147042 CUSTOMER SOURCE ACCOUNTS
 160018 TOTAL DEPOSIT REPORT
 160070 DAILY ACCRUALS
 160220 AUTO RENEWAL SYSTEM
 160270 HIGH DOLLAR CASH RPT(BANK SECRECY ACT)
 161012 AUDIT TAPES/TRIALS (1 YR FOR FINANCIAL AUDIT)
 160025 DOWNLOAD TO OPTICAL SYSTEM
 171100 PROJECT FUND
 185075 ELECTRONIC DOCUMENTATION
 PASSPORT SECURITY SYSTEM
 MPS ON-LINE ATM PROCESSING
 YEAR END OR ANNUAL PROCESSING
 EXCLUDING FORMS AND/OR POSTAGE

ACH Services. Fiserv will provide Client with the ACH Services set forth below as a "Third Party Service Provider", as that term is defined in the Operating Rules and Operating Guidelines of the National Automated Clearinghouse Association ("NACHA Rules"). Fiserv will perform the ACH Services in accordance with the applicable provisions of the NACHA Rules. Client understands and agrees that it is responsible for all applicable obligations of a "Participating Depository Financial Institution" under the NACHA Rules.

ACH Services:

- ACH Posting (Debit & Credit) directly from an ACH Operator or Client's third party vendor
- Return Item Processing directly with an ACH Operator
- Notification of Change (NOC) Processing directly with an ACH Operator
- Automatic Enrollment for Government (ENR) Processing directly with an ACH Operator
- Death Notifications Entry (DNE) Processing
- Stop Payment Processing
- Financial Electronic Data Interchange (FEDI)
- Reporting

Interfaces:

Fiserv agrees to make available to Client access to certain interfaces or extract files identified in the fee schedule below, and any additional interfaces or extract files agreed by the parties from time to time, in accordance with the terms set forth in this subsection and subject to subsection (e) of the Additional Terms section below ("Third Party Interfaces"). Fiserv agrees to work with Client to determine whether Fiserv, Client or the applicable third party can develop and support such Third Party Interfaces, whether such Third Party Interfaces are based on extracts Client, Fiserv or the third party will provide, or whether such Third Party Interfaces are web service interfaces to be provided by Fiserv, Client or an applicable third party. Access to any Third Party Interface and any development by Fiserv or the third party with respect thereto is subject to Fiserv entering into a reasonable agreement with such third party, which agreement shall require such third party to pay Fiserv its then current fees for such Third Party Interface, and such agreement remaining in full force and effect. Any such development by Fiserv is also subject to Fiserv's resource availability. Upon completion of such agreement and development of such Third Party Interface, Fiserv will certify the Third Party Interface with the third party. Any access to Third Party Interfaces which are based on extracts Client or such third party will provide, any development to be provided by Client or a third party, or web service interfaces provided by a third party are subject to Client and the applicable third party fulfilling their obligations with respect thereto and Fiserv shall not be liable for any delay or failure to receive access

or use such Third Party Interface. Client agrees that Fiserv may provide any Client Information to any third party with whom Fiserv has a Third Party Interface used or accessed for Client. Notwithstanding anything in the Agreement to the contrary, Third Party Interfaces and access thereto are provided "as is" and Fiserv shall not be liable for any damages, whether direct, indirect, incidental, or consequential arising from use of or access to any Third Party Interfaces.

2. **Fees.** Client agrees to pay Fiserv the fees set forth below for Account Processing Services. Such fees will be invoiced to Client on a monthly basis unless otherwise indicated.

Payment Schedule for Implementation Services and One-time fees

Any Fees related to Implementation and one time fees are subject to the following payment schedule, and are due and payable as follows:

- 50% on contract signing.
- 50% at time of installation.

Client understands and agrees that no installation date will be assigned until this Agreement is executed and 50% of the fees have been received by Fiserv. If the installation date is delayed at Client's request, a fee equal to 25% of the implementation fee will be required to obtain another installation date. If Client cancels installation, Client is responsible for reimbursing Fiserv for time and materials expended to date which will be 50% of fees.

Monthly Base Fee

Fiserv will provide account processing services listed in Paragraph 1 of the Account Processing Services Schedule of this Agreement for a monthly fee of \$.5027 per account per month.

Professional Services

The standard rate for professional services is \$200 per hour (subject to change).

Enterprise Output Manager

Implementation: PAID One Time
Maintenance \$700 Annual

Additional Charge Items

	Current Pricing
Year End Forms	
182015 Laser Interest Checks	\$.10 per item
160029 Bank Match Program	\$350 per run
183011 Network Support	\$24.58 per station
189072 SOC1 Report(Third Party Review)	\$975 Annual

Efficiency Review

Fiserv will provide one deposit and one loan efficiency review during the initial term of this agreement at no cost, exclusive of travel and out-of-pocket expense.

Acquisition

Cleartouch will waive the conversion cost of one institution acquired by Client during the term of this agreement. This requires that the acquired institution is converting from a servicer and core system that Cleartouch has previously converted. Client is responsible for any travel and out of pocket expenses regarding the conversion.

Flex Credit - \$50,000

This credit can be designated per Client as follows:

CTNA one-time implementation	\$20,000
New Cleartouch Core Products one-time implementation	\$10,000
New Cleartouch Core Products one-time implementation or reduction in monthly fees	\$20,000

In the event that the contract is terminated early, in addition to the liquidated damages and/or termination fees outlined in Section 11, Fiserv will be compensated for the Flex-Credit received by the Client in accordance with the following schedule: Years one (1) one hundred (100%) percent; Year two (2) ninety

(90%) percent; Year three (3) eighty (80%) percent; Year four (4) sixty (60%) percent; Year five (5) fifty (50%) percent; Year six (6) forty (40%) percent; Year seven (7) thirty (30%) percent.

Disaster Recovery Charges

Processing Price (lines): \$150.00 (line)
 Processing Price (accounts): \$.0076 per account (0 - 25,000)
 \$.0065 per account (25,001-200,000)
 \$.0044 per account (above 200,000)
 \$111.00 minimum

Director for Cleartouch

Director COLD Reports PAID One-time
 Per Account* \$0.0444 Monthly
 Monthly Minimum \$250 Monthly
 Annual Maintenance \$360 Annually

Director COLD Reports and Deposit Document Installation \$5,000 One-time
 Per Account* (replaces Cold Only pricing) (CurrentPerAcct+\$.03) Monthly
 Monthly Minimum (replaces Cold Only minimum) \$600 Monthly
 Includes: Director Enterprise License – single institution
 Director Database
 Web Director
 Remote Document Scanning – single license

Full-Image Package (Any combination of Loan, HR, AP/AR Documents):

Loan Document Package Installation \$1,500 one-time
 HR Document Package Installation \$1,500 one-time
 AP/AR Document Package Installation \$1,500 one-time

For Full Image Package, If client does not require all three document packages, they can opt to install any of the above. Regardless of which Document packages are installed, per account and minimum fees for the Full Image Package are:

Per Account* \$.03 Monthly
 Monthly Minimum** \$100 Monthly

*Calculation of per account fees based on same method as Master Agreement for Cleartouch

** An additional \$100 per month will be added to the client's minimum (Minimum moves from \$600 to \$700 per month) if the client chooses the Full Image Package

Additional Services for Director for Cleartouch

Additional Remote Document Scanning Licenses Maintenance	\$2,900/license One-time 20% Annually
Additional remote training	\$155/Hour Session
Additional on-site training (Onsite days include travel time)	\$1,200/day+expenses
Remote assistance with Disconnected Scanning licenses purchased after the initial installation	\$600/installation
Additional document types added to Director after initial set-up: For document types already available in Director template	\$155/1-Hour Session
For Custom document types not in Director template (includes document type setup, if necessary, and import testing, actual import, and customer verification)	\$310/2-Hour Session
Replacement Director Archive CD's	\$155/1-Hour session per piece of media

Optional Services for Director for Cleartouch

Document Conversion Services:

	Image data conversion for SQN clients. This service includes: <ul style="list-style-type: none"> • Document conversion for SQN clients (Import of Signature Clips by Fiserv OnDemand team.) • Testing, import, and client verification by Cleartouch team. 	\$4,000 One-time
	3rd party image data conversion Testing, import, and client verification by Cleartouch team.	\$2,500 One-time
	Extraction and format of images/documents	Quoted by third Party or Fiserv OnDemand team
	Virtual Print Driver Package – PENDING RELEASE Implementation Monthly (not included in monthly minimums)	\$2,000 One-time \$100 Monthly

3. Performance Standards. Performance standards applicable to Account Processing Services are as follows:

a. On-Line Availability – The Fiserv standard of performance shall be on-line availability of the Fiserv System (exclusive of telecommunications and client/end-user terminals) an average of 99% of the time that it is scheduled to be so available over a given 3-month period (“Measurement Period”). Actual on-line performance will be calculated monthly by comparing the number of hours that the Fiserv system was scheduled to be operational on an on-line basis exclusive of preventive maintenance and scheduled maintenance with the number of hours, or a portion thereof, it was actually operational on an on-line basis. Preventive maintenance will not be scheduled during normal online processing hours. Unscheduled maintenance will be performed during on-line processing hours only when required to sustain mission critical functionality. Downtime caused by reasons beyond Fiserv control will not be considered in the statistics.

b. Internet and Voice Response On-line Availability – The Fiserv standard of performance shall be on-line availability of the Fiserv Internet Banking & Voice Response Applications (exclusive of telecommunications and client/end-user equipment) an average of 99% of the time that it is scheduled to be so available over a given 3-month period (“Measurement Period”). Actual on-line performance will be calculated monthly by comparing the number of hours that the Fiserv application was scheduled to be operational on an on-line basis exclusive of preventive maintenance and scheduled maintenance with the number of hours, or a portion thereof, it was actually operational on an on-line basis. Preventive maintenance will be scheduled between 11pm Saturday and 4am Sunday Central Time unless otherwise communicated in advance. Unscheduled maintenance will be performed during peak on-line processing hours only when required to sustain mission critical functionality. Downtime caused by reasons beyond Fiserv control will not be considered in the statistics.

c. Report Availability – The Fiserv standard of performance for report availability shall be that an average of 95% of all Critical Daily Report Information shall be available for remote printing or dispatch to the courier on time without significant errors over a given 3-month period (“Measurement Period”). Critical Daily Information shall mean priority daily reports that are necessary to properly account for the previous day’s activity and properly notify Client of overdraft, NSF, or return items. On time delivery for Critical Daily Information shall be 6:30 a.m. Central Time availability for transmission if delivered to Client’s remote print facility and 8:30 a.m. Central Time availability for pick-up if delivered by courier. A significant error is one that impacts Client’s ability to properly account for the previous days activity and/or properly account for overdraft, NSF, or Return items. Actual performance will be calculated monthly by comparing the total number of reports scheduled to be available from Fiserv to the number of reports that were available on time and without error.

d. Response Time – The Fiserv standard of performance for response time shall be that the daily response time for transactions shall be on average 2 seconds for a monetary teller transaction or 3.5 seconds for a non-monetary transaction as determined from measurements taken over a given 3-month period (Measurement Period). A teller transaction shall mean a basic deposit, withdrawal, or monetary transaction. The measurement shall begin when the last data element has been received by the central processor and shall

end when the first data element has been received at the end-user server or controller. Fiserv will log and retain a record of response time maintaining appropriate analytical reports monthly and publishing summary reports quarterly. Fiserv will work with Client and third party vendors to ensure commercially reasonable response time.

e. ACH Processing – The Fiserv standard for ACH processing shall be that ACH items received by Fiserv from the Federal Reserve Bank by 8:00 pm Central Time shall be posted by 8:00 am the following business day 95% of all business days, over a given 3-month period (Measurement Period). Actual performance will be calculated monthly by comparing the total number of days ACH was scheduled to be posted to the number of days that ACH was posted on time.

f. Remedy – Upon receipt of written Client notification of non-performance, Fiserv shall promptly validate the performance concern and, upon validation, remedy such performance within 60 days of the receipt of Client notification.

4. Hours of Operation. The Fiserv data center will be in operation for on-line Account Processing Services during the following hours:

Monday	7:00 A.M. - 8:00 P.M.
Tuesday	7:00 A.M. - 8:00 P.M.
Wednesday	7:00 A.M. - 8:00 P.M.
Thursday	7:00 A.M. - 8:00 P.M.
Friday	7:00 A.M. - 8:00 P.M.
Saturday	7:00 A.M. - 5:00 P.M.

All times stated are in accordance with prevailing local times for the Fiserv Account Processing Center. The Fiserv Account Processing Center will observe national holidays, and will be closed for on-line operations.

5. Additional Terms. The following additional terms apply to Account Processing Services:

a. Annual Histories. As applicable, Fiserv maintains annual histories for its clients, which can be used to reconstruct Client Files in an emergency. However, in order to permit prompt and accurate reconstruction of accounts, Client agrees to retain at all times and make available to Fiserv upon request the most recent data printout(s) received from Fiserv, together with copies or other accurate and retrievable records of all transactions to be reflected on the next consecutive printout(s).

b. Backup Center. Fiserv maintains an operations backup center, for which Client agrees to pay the charges indicated in Section 2 above. Copies of transaction files are maintained by Fiserv off premises in secured vaults.

c. Forms and Supplies. Client assumes and will pay the charges for all customized forms, supplies, and delivery charges. Custom forms ordered through Fiserv will be subject to a 15% administrative fee for warehousing and inventory control.

d. Communication Lines. Client shall procure from Fiserv all data communication lines necessary to access the Account Processing Services.

e. Estimated Fees. Client shall pay fees for Account Processing Services for the following month on an estimated basis. Fiserv shall timely reconcile estimated fees paid by Client for Account Processing Services against the fees and charges actually due Fiserv based on Client's actual use of Account Processing Services for such month. Fiserv shall either issue a credit to Client or provide Client with an invoice for any additional fees or other charges owed. Fiserv may change the estimated amount of fees billed as appropriate to reflect changes in actual use of Account Processing Services.

f. Third Parties. In the event any of Fiserv's obligations under this Schedule are directly or indirectly dependent on entering into an agreement with a third party, or otherwise directly or indirectly dependent on

the actions or omissions of a third party, Fiserv shall use commercially reasonable efforts to enter into such agreement on reasonable terms and conditions, or use commercially reasonable efforts to obtain such action, and provided that Fiserv has complied with the terms hereof and if Fiserv is unable to enter into an agreement with such third party or obtain such action, Fiserv's obligations hereunder shall immediately terminate and Fiserv shall not be liable for its inability to perform such obligations and shall be relieved of any such obligations hereunder.

**Item Processing Services Schedule
to ASP Services Exhibit**

1. **Description of Services.** Fiserv agrees to provide Client the Services described in the attachments selected from the list below (each, an "Attachment") (collectively, "Item Processing Services"). Attachment 1 is required for all Item Processing Services; other Attachments included as of the Effective Date are marked with an "X". Client and Fiserv may add Attachments to this Schedule at any later date by including in the table below initials and date next to the newly-added Attachment.

Attachment	Description	Included
1	General Services	X
2	Inclearing & Returns Services	X
3	Deposit Return Services	
4	Branch Source Capture Services	X
5	Teller Source Capture Services	
6	ATM Source Capture	
7	Customer/Member Deposit Services	
8	Fiserv Clearing Network	X
9	Image Cash Letter Services	X
10	National Image Archive, Retrieval and Export Services	X
11	Statement Services	X
12	eStatement Services	
13	FraudGuard Services	
14	Source Capture Marketing Solutions and Deployment Programs	

2. **Fees.** Client agrees to pay Fiserv the fees set forth in the Attachments. Unless otherwise indicated in the applicable Attachment, such fees will be invoiced to Client on a monthly basis, and fees listed are "per item" or "each". Services marked with an asterisk (*) in an applicable fee schedule are not available in all locations. Client shall pay Fiserv for Item Processing Services in accordance with the ACH designation form attached as Appendix 1. Fees listed in the Attachments are valid for Item Processing Services and locations that Client contracts for as of the Effective Date. If Client wishes to obtain additional services and/or use additional locations from Fiserv during the term of the ASP Services Exhibit, Fiserv fees for available services will be quoted to Client upon request. Fiserv agrees to give at least 30 days' notice to Client of any changes in the rules and procedures established for processing items, unless such changes are caused by changes made by the Federal Reserve System or otherwise beyond Fiserv's control, not permitting Fiserv to give such advance notice. Fiserv reserves the right to change fees in the Attachments without notice as may be necessary to cover any increases in Federal Reserve System costs and charges. An administrative fee of 15% applies to all out-of-pocket expenses billed to Client in connection with Item Processing Services, excluding postage.

3. **Performance Standards.** Fiserv will perform the Item Processing Services in accordance with the applicable performance standards specified in the Attachments (the "Performance Standards"), subject to Client meeting its performance obligations as set forth in the Attachments. Fiserv shall not be liable for any damages or losses to Client for errors occurring within the limits of the Performance Standards. Fiserv will calculate and prepare a monthly performance standard report for Item Processing Services within 45 days following the month to which such report relates. Client will have 15 days to review such report and provide written notice to Fiserv of any discrepancies relating to such report. If Client provides such notice and the discrepancies have been resolved between Fiserv and Client, or in the alternative if Client fails to give notice of any discrepancies within the required time frame, the report will be final.

4. **Additional Terms.** The following additional terms apply to Item Processing Services:

a. **Due Diligence.** Client acknowledges that Fiserv has relied on the information provided by Client and as documented in proposals in determining pricing and performance levels for the Item Processing Services. In the event of material change(s) in the actual volumes, types of items, and delivery times for work received from Client, as compared to the proposal, Fiserv shall have the right to adjust its fees and/or performance

standards accordingly upon 30 days' notice to Client. Any increase in fees resulting from this due diligence process shall not be subject to the CPI limitations set forth in the ASP Services Exhibit.

b. No Fiduciary Relationship. Fiserv shall perform such Item Processing Services for which Fiserv shall subscribe as agent of Client, and Fiserv shall not have by reason of this Schedule a fiduciary relationship with respect to Client.

c. Lost, Destroyed, and Misplaced Items. Fiserv assumes no liability for any electronic or paper item or image lost, destroyed, or misplaced while in transit before the item or file is received by Fiserv. In the event any such items are lost, destroyed, corrupted or misplaced, and such event is not due to gross negligence or intentional misconduct by Fiserv, Client shall be solely responsible for the costs and expenses incurred by Fiserv in reconstructing any such items and for any damages or other losses that may be incurred by Fiserv due to the collection of such items. In the event Fiserv loses, destroys, or misplaces deposited items as a result of gross negligence or intentional misconduct after acceptance of said deposit, Fiserv shall be liable only for reasonable reconstruction costs of the deposit. Reasonable reconstruction costs shall be only those costs that arise from reconstruction of a replacement deposit. Fiserv shall not be liable for reconstruction costs associated with a deposit for which Client cannot provide a replacement record of such item(s) contained in the deposit. In no event shall Fiserv be liable for the face value of any lost or missing item(s).

d. Governmental Regulation. This Schedule shall be governed by and is subject to: the applicable laws, regulations, rules, terms and conditions, as presently in effect or hereafter amended or adopted, of the United States of America, Federal Reserve Board, Federal Reserve Banks, Federal Housing Finance Board, and any other governmental agency or instrumentality having jurisdiction over the subject matter of this Schedule. Client agrees to execute and deliver such agreements, documents, or other forms as may be necessary to comply with the provisions thereof, including, without limitation, agreements to establish Fiserv as Client's agent for purposes of delivery of items processed hereunder from or to the Federal Reserve Banks. Any such agreements shall be made a part of this Schedule and are incorporated herein. A change or termination of such laws, regulations, rules, terms, conditions, and agreements shall constitute, respectively, a change or termination as to this Schedule.

e. Client Responsibilities. Client shall submit all items to Fiserv and otherwise comply with all Client obligations in accordance with the requirements set forth in this Schedule. Client shall maintain adequate supporting materials (i.e. exact copies of items, records, and other data supplied to Fiserv) in connection with the provision of Item Processing Services. Client shall provide written notice of confirmation and/or verification of any instructions given by Client, its agents, employees, officers, or directors to Fiserv in connection with Fiserv's provision of Item Processing Services. In the event Fiserv discovers an error or defect in Client's accounts (Client understands that Fiserv shall be under no duty to discover any such error or defect), Fiserv is authorized, in its sole discretion, to correct any such error or defect and to make any adjustments in order to correct such error or defect.

f. Definition of Item. An item is defined as all paper or electronic image of checks and other documents presented to Fiserv for processing, transactional entries generated by Client, such as teller cash tickets, general ledger entries, loan entries and all control documents such as batch tickets.

g. Check 21 Items: When Fiserv prepares "Substitute Checks" (as that term is defined in the Check Clearing for the 21st Century Act, known as Check 21 and implemented through Regulation CC) to facilitate the deposit and collection of items as required by Client, Client understands and agrees that it is the Reverting and Truncating Financial Institution and is responsible for all warranties or indemnifications as defined in Check 21. Fiserv shall have no obligation to screen items for legal compliance. Client agrees that Fiserv shall not be liable for any damages or otherwise for any claims, obligations, or causes of action regarding any such Substitute Checks, including without limitation any liability arising out of Fiserv's keying errors on reject items, (collectively, "Substitute Check Claims"), and Client further agrees to defend, indemnify, and hold Fiserv harmless from and against all liability, damage and loss arising out of any Substitute Check Claims.

5. Flex Credit. Fiserv agrees to provide Client a flex credit in the amount of \$7,750.00 with respect to the Item Processing Services provided under this Schedule. This credit may be applied by Client towards

Branch Source Capture Services Implementation Fees provided under this Schedule, provided that: (i) elimination of any standard services proposed or substantial reduction in actual accounts converted could result in a reduction of the total credit; and (ii) the credit may not be applied to any out-of-pocket expenses, third party costs, or Taxes. In the event of termination pursuant to Section 8(b) or (c) of the ASP Services Exhibit, then in addition to any applicable termination fees or liquidated damages owed by Client in connection with such termination, Client will reimburse Fiserv for credit used.

6. Acquisition. Fiserv will waive the conversion cost of one institution acquired by Client during the term of this agreement. This requires that the acquired institution is converting from a servicer and core system that Fiserv Item Processing has previously converted. Client is responsible for any travel and out of pocket expenses regarding the conversion.

General Services

Description of Services: The Item Processing Services described in this Attachment are required to support Item Processing Services provided under all other Attachments.

1. **Data Transmission:** Client and Fiserv acknowledge and agree that if Client has contracted with a data processor other than Fiserv to provide data processing services for Client, Fiserv shall have no responsibility for the timeliness or quality of the service provided by Client's data processor. Client's data processor shall deliver directly to Client all reports generated from the data transmitted by Fiserv. If a data processor other than Fiserv is used, then Fiserv shall have no responsibility for the timeliness of such delivery or for the adequacy or accuracy of the reports supplied by Client's data processor, except for errors caused by Fiserv failure to transmit information.
2. **Research Services:** Fiserv will provide research, image retrieval and print, and photocopy services upon request by Client or third party request through legal process such as subpoena or search warrant. Client agrees to pay Fiserv for all such research work, regardless of whether it is requested by Client or a third party. Upon receipt of a request for subpoena work or other significant or voluminous research work, Fiserv will attempt to provide Client with an estimate of the time required and corresponding cost to complete the request prior to commencing the research services. Client must have selected an archival storage service with Fiserv in order to provide Research Services.
3. **Conversion Services:**
 - a. Based on the information provided by Client during the discovery process, Fiserv will provide initial conversion services for Item Processing Services set forth in Attachments included as of the Effective Date. Initial conversion assumes a single extraction program to support the transmission of daily capture files to a host site for processing. Sort specifications will be developed in support of statement rendition services. Standard reporting will be provided to Client to include a daily transaction report sorted in transaction and account order, recaps of transmissions and cash letters, and a daily cash report if required.
 - b. Following Client's initial conversion to Item Processing Services, any additional requests will be submitted to Fiserv at least 90 days prior to the required implementation date. An estimate for the additional conversion services will be provided. The implementation time for the conversion will be delayed if Client requires more than 3 days to approve or decline the conversion estimate. Client also acknowledges that Fiserv must approve any changes to the MICR line and/or Account Number structure for Client prior to proceeding with a conversion. Fiserv will make every reasonable attempt to convert new MICR line and/or Account Number structures. Client agrees to eliminate any non-standard MICR line and/or Account number structure as identified during the due diligence process from its daily capture service within a reasonable time following the initial conversion date.

Fees:

SERVICE	DESCRIPTION	FEE
Research/Adjustments		
Copy Request	On request, Fiserv creates a copy of an item in 24-hours.	\$2.7500
	Expedited Copy Request (Turn around less than 24 hours).	\$10.0000
Research/ Subpoena Work	Any Client-requested research other than a Fiserv Center created error, and/or research requested by subpoena, search warrant, or other legal request. Billed in ½ hour increments plus \$1.00 Copy fee. Upon request, bid provided.	\$40.0000/hour
	Fed or Correspondent Adjustments - Research of outages. (Plus Research Fee if over ½ hour).	\$10.0000

Other Services		
Fax Requests	Faxing as requested.	\$1.0000/item/ side
Transmission	Transmitting of MICR data to a Client application processor (non-Fiserv host). Also for the receipt of Exception Item Files/Statement File/Print File.	\$0.0050
	Transmitting of MICR and image data to a Client designated application in an x9 formatted file. (non-Fiserv system).	\$0.0130
Daily Fed Notification	Notification of Daily Cash Letter received/deposited at the FRB.	\$55.00/month
Deposit Corrections	Corrections of Client deposit/teller errors.	\$2.0000
Virtual Item Capture	Fiserv will provide capture of deposited items presented electronically from other applications. The service includes receipt of file, confirmation of files and processing of transactions. Monthly minimum is \$210.00 per month for each incoming file.	\$0.0270/item
Conversion/Special Services		
Processing Minimum Per Month	Item Processing Services per Financial Institution installed. Fiserv Clearing Network, Pass-through and one-time charges are excluded from minimum.	\$1,500.00/month
Training	Bid provided.	
MICR Manipulation Tables	Fiserv will provide MICR Manipulation Tables and Account Translation Tables as required to support any capture service. Fiserv will provide a bid for services following a discovery of requirements.	\$200.00/hour
Professional Services and Changes to Service	Upon Request, Fiserv will provide Client with an estimate of services required. Professional Services and related changes to service are available for any services not currently utilized by Client. Bid provided unless the Set-up fee has already been provided in this fee schedule.	\$200.00/hour
VPN Internet Connectivity	Client access to Fiserv's Internet – Virtual Private Network	\$250.00/month
VPN Internet Connectivity Set-up	Fee based on Client's compliance with Fiserv's VPN connectivity standards.	\$500.00/set-up
Incoming X9 File Set Up and Certification	Fiserv will certify receipt of any X9 file requested by Client. Certification may be required for such a project set up. File should be based on Fiserv's standard format.	Bid Provided

Performance Standards:

<i>Performance Criteria</i>	<i>Performance Standard</i>	<i>Measurement</i>	<i>Measurement Criteria</i>
1). Fiserv research of items, photocopy production			
Research	99.000% (1 error per 100 requests)	Percent of Total Research Request and Photocopies Serviced	The turn-around time for a research request will be 2 business days from the time of receipt (unless Fiserv otherwise notifies Client, as in the case of subpoena research or other significant or voluminous research requests). For subpoena research or other significant or voluminous research requests, Fiserv will provide a completion commitment estimate to Client within 48 hours of receipt, commercially reasonable efforts will be made to produce quality photocopies, Trace reports will be delivered to Client within 2 business days.

Inclearings & Returns Services

Description of Services:

1. **Inclearings Capture:** Client authorizes Fiserv to receive electronic presentment of its Inclearing items daily from Fiserv Clearing Network, the Federal Reserve Bank, and/or other presentment sources. Fiserv will import, image capture and balance the Inclearing items to Client's cash letters. Fiserv may offer Image Quality Assessment to presented items to challenge any items that do not meet image quality standards in order to sustain quality images for further image archival services.
2. **Outgoing Returns Services:** Fiserv will either reject or pay items listed on the appropriate report, in accordance with written instructions, by Client's authorized officer or employee. The name of Client's officer or employee giving such instruction shall be noted on the item or on such other record as Fiserv may establish, together with the nature of the instruction. If Client has not instructed Fiserv regarding the disposition of any exception item drawn against Client by the agreed upon time each day, then Fiserv shall return it through the presentment chain to the depository institution. Instructions to Fiserv on disposition of items that are received after the agreed upon deadline or are changed can result in a late charge. Should Fiserv's exception item processing fail to meet the performance standard for exception item processing set forth in the Performance Standards, and Client incurs a potential loss due to an error, Client shall use its best efforts to collect the amount in question from its customer (including without limitation, commencing legal action against the customer, obtaining a judgment, and attempting collection efforts based on said judgment) prior to submitting a claim for damages to Fiserv.

Fees:

SERVICE	DESCRIPTION	FEE
Inclearings Capture Services		
In-Clearing Image Capture	Electronic capture and balancing of incoming image cash letters.	\$0.0210
Inclearing Capture Deposit Review	Fiserv will decision exceptions and rejects identified for deposit review.	\$0.2500
Outgoing Return Item Services		
Exception Item File Processing	File loading and processing of Client's exception item file to retrieve images for decisioning of return items. (This service will be billed at the unit fee for each item in the file up to \$210.00 per month.)	\$0.0050
Outgoing Returns Items	Manual – Retrieve image of return items (EIP) with timely return decision by Client. Fiserv will qualify an image of the item with dollar amount, return reason and Routing Number of Bank of first deposit. Fiserv balances the items, prepares the Return Cash Letter and transmits as part of ICLR file to Fiserv Clearing Network or other designated ICLR service. These items were not part of the automated Exception Item File.	\$3.4000
	Image – Processing of return items as received in the EI File with timely return decision by Client. Fiserv will qualify images for return items to include the special Fed character, dollar amount and routing number of Bank of First Deposit. Fiserv balances the items, applies the return reason, print the IRD as required, prepares the return cash letter advice and delivers to the FRB or correspondent for collection.	\$0.8000
Late Outgoing Return Items	Return item processing that exceeds the normal 24-hour FRB window for regular returns or is past the established deadline for the return decision. Late Returns are subject to collection rules and procedures.	\$5.0000
Large Dollar Notification	Client notifies Fiserv of the large items to be returned. Fiserv notifies the bank of first deposit of the return. (Excluding the cost of the return.)	\$5.0000

Conversion/Special Services		
Inclearings Implementation	Service includes the installation of an Inclearing sort pattern, certification of incoming presentment files from FRB or FCN with file extractions to any Fiserv AP Service. Non-Fiserv AP clients will require a specific bid for implementation services based on the deployment requirements. \$3,000.00 minimum per financial institution installed.	\$200.00/hour
Image Returns Implementation	Service includes the installation of an Exception Item File Processing and set up of Fiserv's Image Returns Application to facilitate returns cash letter creation. ICL Return Services are not included. If Client is not using a Fiserv Account Processing service or product, a specific bid for implementation services is required based on the deployment requirements. \$1,200.00 minimum per financial institution installed.	\$200.00/hour

Performance Standards:

<i>Performance Criteria</i>	<i>Performance Standard</i>	<i>Measurement</i>	<i>Measurement Criteria</i>
Client will notify Fiserv of specific non-performance issues by submitting a service incident report in the form approved by Fiserv with accompanying documentation to Fiserv Client Services for the following:			
1). Fiserv modification of rejects.			
Based on Client documents meeting industry standards for MICR documents that do not generate excessive rejects beyond 2% of total volume.	99.700%	Percent of Volume (Based on total rejects)	Data correction errors to meet service goals. Transaction corrections using G/L debits and credits contain the correct information. Suspense documentation is legible and complete. Items placed into suspense by Fiserv will be documented. Differences of under \$25.00, for Inclearings will be charged to a General Ledger account.
2). Fiserv processing of exception items (Outgoing Return Items) when Client has submitted final return decisions by 12:30 p.m. daily.			
Qualified Returned Items	99.940% (6 errors per 10,000 return items)	Percent of Total Qualified Return Items	The correct items will be returned. All returned items are identified with the correct return reason. The items Client wants returned are returned on the day they are listed as exceptions. The return cash letter balances to the daily return total. G/L entries made for all check reversals. Rejected debit totals balance. Large items notified through EARNs, or direct call method.* Items are returned within specified Regulation CC. time requirements. Items are presented using correct account number and truncode.
3). Fiserv Qualification of Return Items			
Qualification of Outgoing Return Items	99.000% (1 error per 100 requalification)	Percent of Total Return Items Qualified	Properly encode the electronic return item with Bank of First Deposit routing number. Note: If Bank of First Deposit is not legible, Fiserv will return item raw. Properly Encode the return with a 2 or 5 in position 44 of the MICR line based on the type of return service selected. If the electronic presenting institution does not provided a BOFD record in the inclearings file or the BOFD endorsement is not legible on the image, Fiserv will present the return to the Federal Reserve Bank as an unqualified return item.

Branch Source Capture Services

Description of Services:

Fiserv will provide back counter and/or back office remote capture services to facilitate the capture of items from Client's image capture platform. Client agrees to purchase and configure equipment and software according to Fiserv's standards. Client is responsible for providing telecom services that connect to the Fiserv System as required by Fiserv. Client is also responsible for periodic scanning of items throughout the day to insure timely delivery of images to Fiserv for subsequent processing. Fiserv will also proof and balance any items/transactions captured through Fiserv's remote capture service. All items captured will be used by Fiserv to provide image services to Client. Client is responsible for having adequate equipment, telecom and plans to facilitate its contingency planning requirement for this service. Client is also responsible to ensure that items processed through the remote capture service meet the ANSI X9 image exchange standards for image quality. Client may be required to interrogate items for Fiserv to facilitate the processing of items for balancing of transactions, or such items will be placed in suspense for Client's investigation.

Fees:

SERVICE	DESCRIPTION	FEE
Branch Source Capture Services		
Branch Source Capture Hosting	Centralized capture of images scanned by Client with CAR/LAR capability deployed to support amount recognition of qualified items. Fiserv will provide application host services, importing images for archival services and provide Branch Source Capture Call Center Support.	\$0.0300
Branch Source Capture Item Image Field Entry	Item Image Field Entry for fields not captured by CAR/LAR and/or MICR recognition	\$0.0230/field
Branch Source Capture Balancing	Balancing of transactions done by Fiserv	\$0.0080
Branch Source Capture Web Connection Service	Secure web connection using Fiserv's MFA program to facilitate connectivity between a Branch Source Capture workstation and the Fiserv data center over the internet. This service is optional and should only be considered when a dedicated data circuit is not deployed supporting site connectivity.	\$10.00/month/workstation
Branch Source Capture Services - Back Counter – Software Access		
Branch Source Capture Software Access	Online access to software to support the operation of back office/back counter workstations. Fee is per month, per workstation.	
	– First 10 workstations	\$150.00
	– Next 11 to 25 workstations	\$140.00
	– Next 26 to 50 workstations	\$130.00
	– 51 and over workstations	\$120.00
Branch Source Capture Services– Other Services		
Scanners & Equipment	Client may purchase scanners & equipment from a third party source or through the Fiserv purchase program. Clients must select scanners & equipment from Fiserv's current list of certified equipment at the time of purchase. Any Client that acquires equipment from the certified equipment list that is not operating due to improper model of driver acquisition will be billed for troubleshooting at the rate of \$150 per hour with a 1 hour minimum charge per instance.	Bid provided
Batch Management	Fiserv will notify Client when any Branch Capture batches are left unprocessed due to a batch status which prevents the completion of processing. Fiserv will notify Client for each batch pending daily and disposition the batch deletion as requested. If a batch is pending multiple days, the fee applies to each day it is pending.	\$50.00/batch

Level One Support Calls	This fee applies only if Client requests Fiserv to provide support or service for issues that Client has been trained to handle through level one support training provided by Fiserv. This fee will not apply to Client calls for level two technical support for platform operations due to a Fiserv delivery issue. Examples of chargeable calls include questions addressed in documentation, password reset, unlocking the system after password failures, and scanner set ups.	\$35.00/call
Branch Source Capture Set Up	Services include project management, sort pattern definition, testing and post conversion support for Branch Source Capture system supporting a Fiserv AP Client. Non-Fiserv AP clients will require a specific bid for implementation services based on the deployment requirements. This includes deployment for the first two branches.	\$6,500.00
	Additional branches deployments	\$250.00/location
	Certification and set up of Client's custom forms or forms not acquired through Fiserv's forms procurement service. This will include establishing necessary steps to identify qualifying coordinates on custom documents to facilitate Courtesy and Legal Amount Recognition as well as recognition of other fields as necessary.	\$650.00/form
	Training provided at bid provided.	\$750.00/day

Multiple Source Capture Channel Program Discounts: If Client installs Branch Source Capture Services, Client may benefit from installation cost associated with the addition of additional Source Capture Services by receiving a \$2,000 reduction from the listed implementation fees for the service as well as gaining a 50% reduction in the monthly minimum fee calculation for the service as provided in the Attachment.

Performance Standards:

<i>Performance Criteria</i>	<i>Performance Standard</i>	<i>Measurement</i>	<i>Measurement Criteria</i>
1). Client's Capture of items			
Fiserv will notify Client of non-performance issues as required for the following:			
A) Capture of Items		Monthly	The images shall be carefully and accurately scanned to meet the criteria of Fiserv's Image Quality Assessment (IQA) tests. Client will be available to rescan or otherwise present original checks for those items that fail the Fiserv IQA tests. Client will retain original items for a sufficient period of time in order to satisfy Check 21-related inquiries and to meet its indemnity obligations with respect to Check 21 and Reg CC.
E). Presentation of Work – Branch Source Capture		Monthly	Customer deposit is the first credit. All credits come before debits Internal Documents debits come before checks. Client's documents must meet industry standards (ANSI X9) for MICR & CAR/LAR documents. Batches should be released upon the completion of scanning and should never exceed 200 items.
F). Delivery of Work – Branch Source Capture		Monthly	Client should scan items at branches throughout the day to insure available items are scanned by 11:00 a.m., 2:00 p.m., 4:00 p.m. and End of Day. Client should release work to Fiserv so that 65% of work is received by 4.p.m. Remaining work should be scanned and released to Fiserv at minimum 2 hours prior to the outgoing transit deadline or Transmission deadline, whichever is earliest. Failure to keep scanning operations current throughout the day could result in extended processing requirements by Fiserv to achieve next deadline.

Client will notify Fiserv of specific non-performance issues by submitting a service incident report in the form approved by Fiserv with accompanying documentation to Client Services for the following:			
2). Branch Source Capture System Availability			
Branch Capture Server Uptime	99.500% uptime with the exception of scheduled maintenance periods	Based on the total minutes down/the total minutes available in a week (7x24) less scheduled maintenance periods Monitored by Fiserv and published results monthly.	Fiserv will provide Client with a system available for access by Client for capturing items. The system will be available to capture deposits, view work in process and view history. Capturing operations may begin at 8:00 a.m. (local time) and must be completed each day by 8:00 p.m. (local time) for each business day (excluding federal holidays).
3). Fiserv data completion and balancing of work images captured			
Data Completion and balancing for dollar amount fields. (Multi field keying SLA will be mutually agreed upon between Client and Fiserv)	99.997% (no more than 3 errors per 100,000 proof items)	Percent of Fields Entered	Dollar amount keying errors to meet service goals. Customer corrections have the correct reason listed and prepared in accordance with operating practices All customer corrections are documented with accompanying copies as required. Transaction corrections using G/L debits and credits contain the correct information. Items placed into holdovers by Fiserv will be documented. Differences of under \$10.00 will be charged to a General Ledger account.

Fiserv Clearing Network

Additional Terms:

1. **Services Requirement.** The Clearing Services are provided to Client in conjunction with any of the Fiserv capture services as described in Attachments 1 through 7 or a qualifying file is sent to this Service from a non-Fiserv Item Processing Client.
2. **Fees.** Client shall pay Fiserv the fees and other charges as stated in the Fees section in conjunction with Image Cash Letter Services and the Availability Fee Schedule set forth below. The Fees may be changed at any time upon 30 days prior written notice to Client. Upon notification of a fee change, Client may terminate the Electronic Clearing Services provided under this Attachment on written notice to Fiserv received by Fiserv within 30 days of Client's receipt of the written notice of increase in fees. Additionally, Fiserv may increase the Fees at any time if those changes are a result of increases assessed by collecting institutions, such as the Federal Reserve Bank, or the result of related clearing costs, such as transportation or materials to affect the clearing function without notice.
3. **Settlement.** Client agrees to perform settlement utilizing Viewpointe LLC as the agent to pass financial entries to Client's account at the Federal Reserve or designated settlement institution. As such, Client agrees to execute the authorization agreement to Viewpointe LLC to pass financial entries to Client's account at the Federal Reserve as provided in Attachments 8.1 and 8.2.

Description of Services:

1. **FCN Transit, Forward Collection Services:** On each business day (excluding Saturdays, Sundays, and locally observed holidays), Fiserv will deliver electronic clearings as defined under this Attachment. Client's cash letter file will conform with the Fiserv Companion Document, which specifies the use of Image Cash Letter records and fields for purpose of the Electronic Clearing Services. Fiserv will process transit items for collection from the paying institutions. Client understands that Fiserv will price these Electronic Clearing Services with presentment fees and assign float availability based on the type of items presented to Fiserv for collection. Fiserv reserves the right to adjust float availability based on the inability to collect items due to factors beyond Fiserv's direct control.
2. **FCN Return Collection Services:** On each business day (excluding Saturdays, Sundays, and locally observed holidays), Fiserv may offer Client the option to submit return Items as qualified from the services provided pursuant to Attachment 2 for Return Collection Services. Client understands that Fiserv will price these Electronic Clearing Services with both presentment fees and float charges based on the type of items presented to Fiserv for collection. Fiserv reserves the right to adjust float charges based on the ability to collect items due to factors beyond Fiserv's direct control. (Services may not be available in all locations.)
3. **FCN Receipt Presentment Services:** Fiserv participates in the collection process by accepting checks payable against Client's Routing Number (as provided by Client). Fiserv will provide such items, in the manner received, to Client in the form of FCN Receipt Electronic Image Inclearing Services as supported by Client's operating procedures.
4. **Endorsement Requirements:** Client will ensure that all items submitted for collection through the Electronic Clearing Services that were not captured on a Fiserv Item Processing Capture System have been properly endorsed by Client with a minimum of an electronic Bank of First Deposit Endorsement as required by applicable law and regulation. Client also understands that Fiserv will include subsequent endorsements as needed to facilitate the collection of items for payment based on the endorsement requirements of the collection program in use. The subsequent endorsement service is provided without additional charge to Client.
5. **Electronic Collection Services:** Fiserv will present items for payment using various forms of electronic presentment that are available to Fiserv for collection of items under applicable law and regulation. Because Fiserv is participating in electronic exchanges, Client will store the truncated items in a secure

location for a minimum of three (3) business days, after which the items may be submitted for destruction. Fiserv may also prepare Substitute Checks to facilitate the collection of items as allowed by applicable law and regulation. Client shall defend, indemnify, and hold harmless Fiserv from and against any claims, suits, or demands brought by third parties with respect to the collection of items through the electronic presentment services described in this section. At any time, Client may elect to participate in check truncation for items paid against Client's Routing Number. If Client participates in such an electronic exchange, and if any customer of Client requires any type of Substitute Check as a result of that truncation decision, Client will be responsible for the cost of printing the Substitute Check(s). Any claims relating to items cleared through the Electronic Clearing Services that are not resolved through normal research and adjustment procedures will be submitted to Client for recovery, and Client will be solely responsible for any resulting losses.

6. **Adjustment Services:** Fiserv will provide Client with all documentation required for Client to process all inbound adjustments received on a daily basis. Adjustment entries will post through Client's designated Viewpointe LLC account and net-settle to Client's Federal Reserve Bank account. Outbound adjustments will require Client to initiate entries through their designated Viewpointe LLC account and upload back-up documentation to the Viewpointe LLC Website; entries will net-settle to Client's Federal Reserve Bank account. Details of this process are defined in Fiserv operating procedures (available upon request). Upon request and with written authorization, Fiserv will further support the Adjustment Services on behalf of Client and process any outgoing collection adjustments that result from Client input error as provided in the Fees.
7. **File Presentment:** File presentment is defined as the time when the file has completed processing and fully received on the FCN file delivery zone.
8. **Explicit Float Services:** Client "Actual Float" will be defined as the availability that Fiserv will provide. On a daily basis, Fiserv will credit 100% immediate funds to Client. At the end of the month, Fiserv will charge Client the value of the difference "Explicit Float" between 100% and the actual float based on the deadline time in the Availability Fee Schedule. The Explicit Float is calculated by multiplying the dollar amount of the expedited float and number of credit days the float is advanced. The Explicit Float is multiplied by the month's Effective Fed Funds Rate divided by 360 days and billed monthly as part of the Fees.

Fees:

Fiserv Clearing Network (FCN) – Forward Collection Service Fees						
Outbound Items - ALL TIMES ARE EASTERN TIME						
Description	6:30PM	8:30PM	10:30 PM	12:30AM	2:30 AM	5:30 AM
In-network Image	0.009	0.009	0.009	0.009	0.009	0.009
In-network Non-Image	0.0250	0.0250	0.0250	0.0250	0.0250	0.030
Exchange Image	0.010	0.010	0.010	0.010	0.015	0.015
Exchange Non-Image	0.045	0.045	0.045	0.045	0.045	0.045
Transit Image	0.022	0.027	0.035	0.050	0.085	0.165
Transit Non-Image	0.062	0.067	0.077	0.120	0.140	0.215
Friday 8:30PM through 5:30AM Saturday will receive 8:30PM weekday pricing						
Non-Fiserv IP Conversion	Fiserv will receive properly formatted image exchange files from non-Item Processing ASP Clients for subsequent processing of Fiserv Clearing Network Services. Additional fees may apply if Client is not already a participating ECCHO member.					\$0.0030/item
Fiserv Clearing Network (FCN) – Return Collection Service Fees						
Outbound Items - ALL TIMES ARE EASTERN TIME						
FCN Direct Returns	Outgoing returns that are presented to the network for clearing services and are submitted by the deadline defined for outgoing return services and achieve a 9:30 p.m. EST presentment of returns for 98% availability of funds.					\$0.880

Settlement Services		
Settlement Account Charge	\$0-\$75 million in assets	\$150.00/month
	\$76-\$350 million in assets	\$175.00/month
	\$351-\$700 million in assets	\$200.00/month
	\$701 million - \$1 billion in assets	\$250.00/month
	Over \$1 Billion in assets	\$350.00/month
Adjustment Fees		
Research Work Related to Client Input Data Error	Any research related to Client input data error. Billed in ½ hour increments.	\$40.00/ Hour
	Fed or Correspondent Adjustments - Research of Check 21 related adjustments.	\$10.00
Implementation Services		
FCN Implementation Fee	This fee is a one-time set up fee for Client's data to be loaded in the Fiserv Electronic Clearing Services Application. Other implementation fees may apply to support the conversion of Item Processing Services to this program.	\$500.00 plus estimated IP change fees
Definitions		
Outbound Items		
Electronic	Items received by FCN from Client, in the correct electronic format, to be presented (electronic or paper) to another FCN participant (In-Network), FRB Electronic endpoints and other electronic endpoints. Items may be converted to substitute check.	
Inbound Items		
Electronic	Incoming items received electronically by FCN to be delivered electronically to Client.	

Performance Standards:

<i>Performance Criteria</i>	<i>Performance Standard</i>	<i>Measurement</i>	<i>Measurement Criteria</i>
1). Client Presentation Of Work To Fiserv.			
Fiserv will notify Client of non-performance issues as required for the following:			
A) Delivery of Work		Monthly	Delivery times are identified in the Electronic Clearing Services Price schedule for the respective deadlines
B) Use of Check 21 Qualifying Image Items			Client is responsible for submitting images conforming to applicable industry standards and adheres to the definition of item as described in this Schedule.
2). Fiserv Reporting Of Funds For Settlement			
Client will notify Fiserv of specific non-performance issues with accompanying documentation for the following:			
Settlement Reporting	Not to exceed one reporting error per month	Monthly	Settlement of deposits, received items, and adjustments will occur by 10:00AM ET each day and will appear in Client's Federal Reserve account by 10:15 AM ET.
3). Fiserv Adjustment Processing			
Client will notify Fiserv of specific non-performance issues with accompanying documentation for the following:			
Notification of Incoming Adjustments	99.0%	Number of missed notifications or actions	Fiserv will provide back-up documentation for all inbound adjustments within 24 hrs following the Viewpointe LLC debit for an adjustment.
Outbound Adjustment Research Request	99.0%	Number of missed notifications or actions	Upon request, Fiserv will provide Client with back-up documentation needed to process outbound adjustment within 24 hours of request.

Availability Fee Schedule:

Credit Availability Summary Schedule for Fiserv Clearing Network Image Cash Letters	
Deadline	
6:30 PM	All completed ICL transmissions received and acknowledged by 12:30 AM Eastern Time will receive 98% immediate availability.
8:30 PM	
10:30 PM	
12:30 AM	
2:30 AM	All completed ICL transmissions received and acknowledged by 2:30 AM Eastern Time up to 5:30 AM Eastern Time will receive 95% immediate availability.
5:30 AM	
Friday PM to Saturday 5:30 AM	All completed ICL transmissions received and acknowledged by 5:30 AM Eastern Time will receive 98% immediate availability.

Image Cash Letter Services

Description of Services:

1. Image Cash Letter Operations: Fiserv will provide Image Cash Letter Services supplemental to services provided under Attachments where Fiserv provides one of its capture services.

Fees:

SERVICE	DESCRIPTION	FEE
Cash Letter Services		
Image Cash Letter Preparation	Charge for preparing every outgoing Cash Letter. This fee does not apply to items serviced by the Fiserv Clearing Network	\$10.0000
Image Cash Letter Transmission	Include as required IQA analysis, IQA exception handling, creation and transmission of Image Cash Letter items in certified image exchange file format.	
	- Fiserv Clearing Network Items	\$0.0100
	- Image to Image	\$0.0130
Image Cash Letter Certification	Fiserv will certify with any ICL/ICLR receiver requested by Client. Certification may be required for such a project set up. Certification will include build to receiver specification with necessary telecom and testing to establish operations.	Bid Provided
Image Cash Letter Implementation	Service includes the installation of any non-FCN ICL services to any certified endpoint. This service does not include any custom cost associated with network requirements necessary to process the file. \$2,000.00 minimum per ICL installation.	\$200.00/hour
Image Return Cash Letter Implementation	Service includes the installation of any non-FCN ICLR services to any certified endpoint. This service does not include any custom cost associated with network requirements necessary to process the file. \$2,000.00 minimum per Fiserv Center with the implementation of Image Cash Letter Services.	\$200.00/hour

Performance Standards:

Performance Criteria	Performance Standard	Measurement	Measurement Criteria
Client will notify Fiserv of specific non-performance issues by submitting a service incident report in the form approved by Fiserv with accompanying documentation to Fiserv Client Services for the following:			
1). Fiserv preparation of outgoing transit items.			
Transit Cash Letter Processing Image (Non-FCN)	Not to exceed one missed outgoing delivery deadline per month per endpoint.	Record of Occurrence based on total number of cash letters sent each month.	Cash Letter Files will be transmitted in the approved format with data completion on all fields for qualified images. Items that fail IQA or do not qualify for ICL services will be removed from the cash letter and handled through a Paper Cash Letter service on an adjustment services basis. Fiserv will store and destroy transit items as provided in the Image Item Storage and Destruction Services for Client.

National Image Archive, Retrieval and Export Services

Description of Services:

Fiserv will provide image item archiving services to Client, as requested by Client. Items may be maintained in a migrated storage media technology. Image Archive Services may be required to support other Image Services provided under other Attachments to this Schedule. This Service is not provided for viewing of all items archived each day or for purposes of downloading all images archived. Should the Services be used beyond its intended purpose, additional fees will apply. Services may include:

- a. Seven Year online storage of check images needed for daily operations and customer viewing.
- b. Import and export of images through a Fiserv approved format.
- c. Viewing access of images through an approved Fiserv Viewer and/or approved API (Application Program Interface).
- d. Creation of a disk containing retrievable images of processed items in a format compatible with an approved Fiserv Viewer.
- e. Utilization of a Fiserv web based viewer for access to image items.

Fees:

SERVICE	DESCRIPTION	FEE
National Image Archive / Online Retrieval Services		
Seven Year Image Storage and Retrieval – First 2%	Storage of images for seven years using the Fiserv migrated media storage capability and the retrieval of up to the first 2% of Tier I items based on items captured for archive during the first 18 months of storage.	\$0.0050
Image Retrieval – Under 18 months; Over 2% (Tier I)	Over 2% of monthly adjusted volume.	\$0.2500
Image Retrieval – Over 18 months – 7 Years (Tier II)	Between 18 months and 7 years of storage.	\$1.0000
Additional Four (4) Years Image Storage and Retrieval	Storage of images for a total of eleven (11) years using the Fiserv migrated media storage capability and the retrieval of images. There is a prerequisite for Seven Year Image Storage and Retrieval Services when this optional service is selected at the start of Services. Changes to retention periods during the Service will require a project quote to reload the retention dates.	\$0.0030
Image Item Export	Creation of Multi-tif or other approved format for capture items that are made available to Client via FTP server for daily download. Monthly minimum is \$210.00 per month.	\$0.0050
Image Item Import	Import of Images from a non-Fiserv Image System to Fiserv's Archive Services. Monthly minimum is \$210.00 per month.	\$0.0050
Image Archive & Retrieval Implementation	Service includes the installation standard Fiserv archival of images and indexes with migrated storage solution and workflow for image applications. Custom index requirements will require a specific bid for implementation services based on the deployment requirements. \$600.00 minimum per Fiserv Center.	\$200.00/hour
Client Workstation (CWS) Image Applications		
Image Viewer application:	Image viewer to retrieve images from the Fiserv archive via the Internet. Viewer includes access to Clients all-items index maintained within the Fiserv archive, a research tool, and Day-2 access to images.	
Single Logon ID – 1	One logon	\$50.00/month
Logon 6-Packs, 1-5	Discount applies to all 6-Packs used by Client	\$100.00/Pack /month
Logon 6-Packs, 6-10	Discount applies to all 6-Packs used by Client	\$80.00/Pack /month

Logon 6-Packs, 11 and over	Discount applies to all 6-Packs used by Client	\$60.00/Pack /month
CWS CD	CD ROM Creation for Statements plus postage/handling.	\$30.0000/CD
	Scheduled Production of CD ROM by account(s) containing requested images and a self-contained viewer Images plus postage/handling.	\$30.0000/CD
	Monthly CD Creation for all Client Images plus postage/handling.	\$30.0000/CD + \$0.005/item
CWS Ad Hoc CD ROM Request:	One-time special request CD ROM containing requested images and a self-contained viewer for items serviced by the ImageStream image archive up to 7 years of images. The Fiserv Subpoena-Buster CD.	\$0.10/item, minimum \$50.00/CD; plus postage.
CWS Application Set-up	Includes the deployment of Fiserv's standard web research tool as operates from Fiserv's URL with standard security deployment with webex training.	\$1,500.00
Internet Banking Interface Set-Up	Installation and testing with non-Fiserv Internet Service Provider to establish interface to Client's image database.	Bid provided
Internet Banking Interface	Monthly support of the interface and data communications that enable a non-Fiserv Internet Service Provider to access and retrieve images from the Fiserv National Image Archive on behalf of Client.	\$50.00/month

Performance Standards:

<i>Performance Criteria</i>	<i>Performance Standard</i>	<i>Measurement</i>	<i>Measurement Criteria</i>
Client will notify Fiserv of specific non-performance issues by submitting a service incident report in the form approved by Fiserv with accompanying documentation to Client Services for the following:			
National Image Archive and Retrieval			
A) National Image Archive Availability	99.500% uptime with the exception of scheduled maintenance periods	Based on the total minutes down/the total minutes available in a week (7x24) less scheduled maintenance periods Monitored by Fiserv and published results monthly.	Fiserv will provide Client with remote research availability or exception item decision support via their workstation from 12:01 AM Eastern Time to 12:00 AM Eastern Time Monday through Saturday, excluding holidays. On Sunday and holidays from 12:01AM Eastern Time to 4:00PM Eastern Time. Archive service response times for single Item requests are: 1 day to 18 months, average response time is 4 seconds from receipt of the request by the Archive. 18 Months to 7 years next day.
B) Image Export into Archive or Export Files	99.997% (3 errors per 100,000 images)	Number of missing items vs. total items exported monthly	Images of all captured items will be exported and reside on the Fiserv National Image Archive.
C) Creation of Image CD's	95.00% delivered on time	Number late CD's vs. total CD's created monthly	Weekly and daily CD's will be dispatched next business day. End of month CD's will be dispatched within 4 business days. All CD's will be properly labeled.

Statement Services

Description of Services:

Client agrees to have statements printed according to predefined cycles and print classes. If required, Client agrees to expedite the return of any paid exception items to Fiserv in order to facilitate timely statement processing. Fiserv will apply proper postage, which will be pre-paid monthly (or as agreed upon by Client and Fiserv) on an estimated basis by Client. Automated Statements must contain bar coding compatible to the equipment being used. The bar coding must reflect the number of enclosures and page identification. The enclosure count must accurately reflect the number of expected items excluding stuffers. Bar coding must reflect if the statement is a "Special Pull" or a "Hold" statement. Maximum number of pages and statement stuffers (as defined by Fiserv Center) must not be exceeded. The envelopes must meet size criteria, defined by Fiserv and must be a "wet seal" not "self seal". Truncated accounts must be separated from accounts receiving checks.

Fees:

Fee is "per statement" or "each" unless otherwise indicated.		
SERVICE	DESCRIPTION	FEE
Statement Services - End of Month (EOM) = last processing day of month		
Image Statement Services		
Image Statement	Non-End of Month Image statement rendition/composition.	\$0.2000
	End of Month Image Statement rendition/composition.	\$0.3000
Non-Enclosure/Truncated Statement Services		
Truncated Non-Enclosure – Automated	Non-End of Month Automated- Statements that do not contain enclosures such as Truncated, Savings, CD, Loan and Analysis. Statement format must adhere to specifications for automated equipment as outlined in this Attachment.*	\$0.1200
	End of Month Automated- Statements that do not contain enclosures such as Truncated, Savings, CD, Loan and Analysis. Statement format must adhere to specifications for automated equipment as outlined in this Attachment.*	\$0.2200
Truncated Non-Enclosure – Manual	Non-End of Month Manual-Statements not containing enclosures such as Truncated, Savings, CD, Loan and Analysis.	\$0.2200
	End of Month Manual-Statements not containing enclosures such as Truncated, Savings, CD, Loan and Analysis.	\$0.3200
Other Statement Services		
Custom Statement Services	Creation of reformatted print file upon receipt of an acceptable statement file.*	\$0.0100/side
Statement Print	Printing charge for each side of composed statement text and/or images.*	\$0.0400/side
Special and Hold Statements	All Statements that do not conform to general bulk file procedures – daily, weekly, bi-weekly cycles, conversion cycles, one-time requests, and differences in enclosure counts.	\$2.0000
Statement Items Inserted	Statement stuffers conforming to standards are matched to corresponding Statements and prepared for mailing.	\$0.0100/insert
Image Statement Export	Fee for each statement exported for delivery.	\$0.0500
Inventory Management	Inventory of Statement forms and envelopes based on monthly usage of forms and envelopes.	\$20.00/inventory
Special Services	Non-conforming stuffers, selected field inserts, promotional items, and other mailings. Account number reformat. Multiple R/T and Data Entry.	Bid provided

Statement Implementation	Service includes the set-up of initial image statement process for a single statement type. Other statement types are at bid. \$3,500.00 minimum set up.	\$200.00/hour
	Service includes the set-up of initial truncated statement process for a single statement type. Other statement types are at bid. \$1,200.00 minimum set up.	\$200.00/hour

Performance Standards:

Performance Criteria	Performance Standard	Measurement	Measurement Criteria
Fiserv will notify Client of non-performance issues as required for the following:			
1.) Client Statement Responsibilities			
A.) MCF/PCF File Delivery		Each cycle drop	Client and/or Client's agent will transmit MCF/PCF files by 8:00 a.m. EST the morning after cycle drop for any image statement cycles.
B.) Delivery Of Work		Each cycle drop	Client and/or Client's agent will deliver printed statements Zip codes and addresses will be removed from all hold accounts. Client will submit statement stuffers to center with appropriate instructions noted on the stuffer instruction form. Stuffers must arrive a minimum of 2 business days prior to cycle drop, to insure proper handling.
Client will notify Fiserv of specific non-performance issues by submitting a service incident report in the form approved by Fiserv with accompanying documentation to Fiserv Client Services for the following:			
2.) Fiserv Statement Preparation Responsibilities			
Statement Preparation	<p>Quality Service Goal: 99.900% (10 errors per 10,000 statements)</p> <p>Timeliness Service Goal: 99.000% (100 errors per 10,000 statements)</p>	Percent of Total Statements Rendered	<p>End of the month statements are postmarked no later than the 4th business day.</p> <p>VIP Statements are postmarked no later than the 3rd business day.</p> <p>Non-end of the month statements are postmarked no later than the 3rd business day.</p> <p>Special account statements are postmarked out no later than the 3rd business day.</p> <p>Exception statements will be mailed out within two additional business days.</p> <p>Truncated Statements Non-EOM will be postmarked no later than the 3rd business day.</p> <p>Truncated Statements EOM will be postmarked no later than the 4th business day</p> <p>There will be only one statement per envelope.</p> <p>Hold statements that are properly labeled will be sent to Client for handling.</p> <p>The correct numbers of statement pages are in the envelope. The correct statement stuffer(s) will be included in the statement. (No more than 4 per mailing)</p> <p>Notice of missing item(s) will be included in the statement if the statement is missing 3 or fewer enclosures.</p> <p>Fiserv will monitor and report delays for receipt of statement print to Client within 24 hours of the expected time of receipt.</p> <p>Correct envelopes will be used for Client.</p> <p>All envelopes will be sealed prior to leaving Fiserv Center.</p> <p>All timeframes related to the rendering process start based on the time received of all items noted in Client Statement Responsibilities section.</p>

**E-Commerce Services Schedule
to ASP Services Exhibit**

1. **Description of Services & Fees.** Fiserv agrees to provide to Client the following services (“E-Commerce Services”) and fees set forth in their respective attachment. Such fees will be invoiced to Client on a monthly basis unless otherwise indicated.

Attachment	Description	Included
1	Retail Online Services and Implementations	X
2	Express Web Design Services	
3	Standard Internet Web Hosting Service	
4	Custom Web Design Services	
5	Intranet Hosting Services	
6	Internet Website Hosting on Client-Controlled Server	
7	N/A	
8	N/A	
9	N/A	
10	eStatements	X
11	Email Outsourcing Services	
12	Managed Internet Services	
13	Business Internet Banking	
14	LinkLive Banking	

2. **Additional Terms.** The following additional terms apply to E-Commerce Services:

a. **Access.** Client acknowledges that access to E-Commerce Services shall be across public and private lines and that Fiserv has no control over such lines or the information available from non-Fiserv sources.

b. **Trademark and Content License.** Client hereby grants to Fiserv a non-exclusive, non-assignable right to use Client’s trademarks, trade names, service marks, service names (collectively, “Trademarks”), and Content (as defined below) in connection with Fiserv’s provision of E-Commerce Services. Client will indemnify and hold harmless Fiserv, its officers, directors, employees, designated supplier, and affiliates against any claims or actions arising out of Fiserv’s use of Trademarks and/or Content.

c. **Regulatory Compliance.** Client shall not use E-Commerce Services for any activities in violation of any laws or regulations, including without limitation, wrongful transmission of copyrighted material, sending of threatening or obscene materials, or misappropriation of exportation of trade or national secrets.

d. **Client Warranties.** Client represents and warrants that (i) any work, content, or information (“Content”) provided to Fiserv is either original or that Client has the legal right to provide such Content; and (ii) Content does not impair or violate any intellectual property or other rights of Fiserv or any third party. Client will indemnify and hold harmless Fiserv, its officers, directors, employees, designated supplier, and affiliates against any claims or actions arising out of any breaches of the foregoing, or any improper use of information gathered through any co-branded site as part of E-Commerce Services. Client acknowledges that Fiserv shall not monitor, review, or approve any Content.

e. **Technical Support.** Client agrees to provide all end user technical support. Fiserv will provide second level Technical Support to Client’s user support representatives. “Technical Support” means Fiserv will take an initial technical support inquiry from Client and initiate the troubleshooting process. Fiserv shall use commercially reasonable efforts to determine the source of technical support issues, and to remedy the issue. Technical Support is available as described in this Schedule.

f. **Effect of Termination.** Upon any termination or expiration of this Schedule, Client shall continue to be responsible for fees related to E-Commerce Services unless Fiserv receives written notice to delete Client Files from the Fiserv System. Client shall continue to be responsible for all data communications and

modem fees until (i) all circuits are disconnected and the telecommunications company ceases invoicing Fiserv, and (ii) Fiserv receives back all equipment supplied to Client by Fiserv.

Retail Online Services and Implementation

A. Fiserv Responsibilities:

1. Fiserv will provide Client access to Internet Banking Services via a browser-based solution. Client's customers may access and conduct certain business transactions to their enabled accounts from this access solution.
2. Fiserv will provide the following functions for the fees identified in this Attachment 1:

Retail Online
Sign on Authorization/Logon
Accounts Summary
On-line Statement Review (Prior/Current Statement Period)
Funds Transfer/transfers between accounts
Transaction history download; Quicken QIF(2004 and earlier) or MS Money
Standard eAlerts
Client Defined Branding and Links
Account Number Masking

3. Optional Retail Online Features:

Sign on Transaction Authorization/Logon
Bill Payment
Check Image Access
Check Reordering
WebConnect
DirectConnect
Secure Forms from customer to Client
Banner Ads
Affinity Branding (themes)
Custom Messages
Custom Links

4. Fiserv shall provide Internet Banking Services that Fiserv controls in a 7x24 environment, subject to reasonable downtime for maintenance. Fiserv will attempt to limit its downtime to those hours of operation least impacted by customer usage, when such options are available.
5. Client acknowledges and understands that Internet Banking Services may be subject to unavailability due to congestion or overload on public circuits supplied by third parties or due to downtime by such third parties.
6. Fiserv agrees to provide second level customer support to Client in the event Client is unable to resolve customer support issues related to the normal operation of Internet Banking Services adequately during normal business hours. Fiserv's sole obligation is to provide timely response to Client for requests for support. In no event is Fiserv obligated to contact Client's customers to provide support for Internet Banking Services.
7. Fiserv will provide web training, comprised of a general system overview, administration, and end user training in the use of Retail Online Services. Client acknowledges and agrees to reimburse Fiserv for reasonable travel, boarding, and meal expenses incurred for on-site visits. Client further

acknowledges that additional training, project management, and consulting may be obtained from Fiserv at the Fiserv's then current rates.

8. Fiserv will provide Client with Bill Payment Support Service Procedures in accordance with the procedures of Fiserv's designated remittance processor ("Remittance Processor").
9. Implementation Services will include development of the basic Retail Online solution to be attached to Client's Internet home page. Fiserv will brand one theme of the Retail Online solution with Client's Trademarks and use reasonable efforts to match the look of the Client's home page.
10. Fiserv will define the applicable domain name for Internet Banking Services.
11. For the Fees set forth in this Attachment 1, Fiserv will provide Client access to the Sign on and Transaction Authorization function of Retail Online Services ("Authorization Function"), which may be provided by a third party service provider selected by Fiserv from time to time. Notwithstanding anything in the Agreement to the contrary, Fiserv makes no representations or warranties to Client with regard to the Authorization Function except that Fiserv hereby extends to Client all applicable Authorization Function warranties Fiserv's third party service provider has granted to Fiserv.

B. Client Responsibilities:

1. Client will facilitate timely cooperation between any necessary third parties in order for Fiserv to provide Internet Banking Services.
2. Client will establish a web site using a Client designated operable domain name.
3. Client will obtain from each customer with access to Internet Banking Services (a) a written or electronic application, the form of which will be provided to Fiserv; and (b) a written agreement sufficient to enable Client to comply with its obligations under this Attachment, the form of which will be approved by Fiserv, with such agreement specifying the Internet Banking Services to be provided and customers' obligations in using Retail Online Services.
4. Client will review and approve all applications for use of Internet Banking Services, using any validation procedures Client determines, in its sole discretion, are necessary to ensure the financial integrity of a participating customer.
5. Client is, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with each customer accessing Internet Banking Services. Fiserv shall not be liable in any manner for such risk.
6. Client will use, and will instruct its customers to use, Internet Banking Services in accordance with such reasonable rules as may be established by Fiserv from time to time as set forth in any materials furnished by Fiserv to Client.
7. Client assumes exclusive responsibility for the consequences of any instructions it may give to Fiserv, for Client's or its customers failures to access Internet Banking Services properly in a manner prescribed by Fiserv, and for Client's failure to supply accurate input information, including, without limitation, any information contained in an application.
8. Client will verify and reconcile any out-of-balance condition, and promptly notify Fiserv of any errors in the foregoing within 24 hours (exclusive of weekends and applicable holidays) after receipt of the applicable detail report(s) from Fiserv. If notified within such period, Fiserv shall correct and resubmit all erroneous files, reports, and other data at Fiserv's then standard charges, or at no charge, if the erroneous report or other data directly resulted from Fiserv's error.

9. Client is expressly prohibited from extending any warranty or warranties on Fiserv's behalf to any person.
10. Client agrees to purchase any necessary equipment or software needed to provide Internet Banking Services from Fiserv or a Fiserv-approved alternative, and shall be responsible for maintaining such equipment or software in an operating condition, including any mandatory maintenance service programs prescribed by Fiserv. Fiserv will provide minimum specifications for all such equipment or software.
11. Client agrees to provide first level customer support for Internet Banking Services with its customers.
12. Client will be responsible for the payment of all telecommunications expenses associated with Internet Banking Services.
13. If Client receives access to the Authorization Function, Client agrees that Fiserv may submit to Fiserv's third party service provider daily scrubbed data activity logs and truth data logs containing only anonymized, non-sensitive data, which Fiserv's third party service provider will review in order to provide system support and improved forensic analysis for Fiserv and/or Client.

Client acknowledges and understands its responsibilities and liabilities as they relate to Client's access to the Internet. Fiserv assumes no liability or control over the Internet access of Client's on-site systems and remote employee or affiliate access.

C. Fees

Retail Online Implementation	Paid
Project Management - per hour over 65	\$200.00
Monthly Minimum	\$300.00
New User (One-time per customer enablement)	\$5.41
Monthly Per-Customer Fee (includes Transaction Fees)	\$1.70
Transaction Fees	Included in Monthly Per- Customer Fee
 Layered Authentication (RSA Adaptive Authentication)	
One time Implementation	PAID One-time
# of Users 1 – 1,000	\$0.0902 per user/month
1,001 – 10,000	\$0.0743 per user/month
> 10,000	\$0.0637 per user/month

OPTIONAL RETAIL ONLINE FEATURES:

Indicate
Selection

X	Bill Payment: CheckFree RXP	See Checkfree RXP Services Schedule
	Online Account Boarding	
	One-Time Implementation	
	< \$100MM	\$5,000.00
	\$100MM - \$250MM	\$7,500.00
	\$250MM - \$500MM	\$10,000.00
	> \$500MM	\$12,500.00
	Annual Maintenance	20% of One-time
	Monthly Fee (Months 1 and 2 Waived) # of Accounts opened per Month	
	Up to 50	\$5.00 / per account opened
	50-100	\$4.00 / per account opened
	100-200	\$3.00 / per account opened
	Over 200	\$2.00 / per account opened
	Check Image Access:	
X	National Archive	PAID/one-time
X	National Annual Maintenance	\$600/year
	Local Nautilus In House Archive	\$5,000
	Local Nautilus In House Archive Annual Maintenance	\$600/year
	Fidelity Renaissance or Fidelity BankWare	\$5,000
	eLink Check Reordering for Deluxe	\$100/month
	eLink Check Reordering for Clarke American	\$100/month
	eLink Check Reordering for Harland	\$100/month
	WebConnect	\$2,000/one-time
	DirectConnect	Quote
	Secure Forms (includes up to 5 hours customization)	\$2,000
	Secure Forms Annual Maintenance	\$1,000/year
	Banner Ads	Quote
	Affinity Branding (themes)	Quote
	Custom Messages	Quote
	Custom Links	Quote
	Additional Branding/Configuration/Customization Changes after initial implementation	
	Updates & Changes per hour	\$180.00
	Spanish Support	
	License & Implementation	\$2,500 One-time
	Monthly	\$250 per month
	Activity Manager (PFM extended history)	
	One time Implementation	\$2,500 One-time
	Monthly- # of Core Accounts:	
	1 – 10,000	\$0.0200 per acct/month
	10,001 – 50,000	\$0.0150 per acct/month
	50,001 – 100,000	\$0.0120 per acct/month
	> 100,000	\$0.0125 per acct/month
	Monthly minimum	\$100 per month

Interbank Transfers		
	Implementation	\$3,000 One-time
	Setup	\$1.00 per user
	Ongoing Fees	\$100 per month \$.50 per transfer
	Investigations	\$15.00 per investigation

Maintenance Schedule: The Services are generally available 24 hours a day, 7 days a week, except during special maintenance and upgrade periods, which are scheduled between 11:00 pm CT Wednesday to 5:00 am CT Thursday, and 11:00 pm CT Sunday to 5:00 am CT Monday.

Express Website Design Services

A. Fiserv Responsibilities

Client Web Site Design Services. Web Design Services will include the text information, graphic, and navigational design for Client supplied information, stock photography, logos, and any special instructions or specifications of additional features requested by Client.

B. Client Responsibilities

Completion of Web Design Services: Based on a final a review by Client of the pre-live Client Web Site including text, graphic, and navigation content and other authorized content, Client will provide written approval thereof, which approval will not be unreasonably withheld or delayed. Such approval will constitute authorization to implement the Client Web site on Fiserv’s Internet System. Implementation of the Client Web Site on Fiserv’s Internet System will occur within 5 business days of Fiserv’s receipt of Client’s approval.

Invoicing of monthly hosting fees begins the first month after confidential, password-protected Client preview site is set up.

Additional Services: Web Design Services may also include the design of additional content, features, or tools for use on Client’s web site. Any requests for programming included but not limited to java, java script, Flash, etc. will be also be considered additional services. Pricing for any requested additional services will be provided by Fiserv on a quote basis. Client shall approve such quote(s) in writing prior to Fiserv commencing work or implementing the service.

Additional Services may include information gathering forms that will allow Internet users to request additional information about Client and its products and/or services, or apply for new accounts, based upon the content of Client’s Web Site. Information entered into these forms will be stored in XML format on a secure web server located on Fiserv premises and made available to Client via a password protected login system. Notification of newly submitted forms will be forwarded to e-mail addresses provided by Client.

C. Fees: Fees for Web Design Services shall be as follows:

Description	Fees
<p>Basic Service:</p> <ul style="list-style-type: none"> •Specification gathering and project planning •Up to 20 pages of content •Client’s choice of a template from various “generic” design suggestions (pre-designed) •Choice of colors, logo and content within the generic template. •Domain Name Registration •Setup of simple on-line page that allows the client to change their “What’s New” section of landing page. •Setup of simple on-line page that allows the client to change their "Rates Page" (3 variations will be created to choose from). •Setup of one-page temporary landing page for the public URL while the site is being developed. This page will include the client logo, a hyperlink to the Internet Banking login screen, and a one-sentence commentary. •Setup of confidential, password-protected client preview site. •Direct Login 	<p>PAID</p>

Custom Technical Support <ul style="list-style-type: none"> • Additional updates/ongoing customization • Custom database programming • Setting up additional domain names, etc 	\$150 per hour
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Additional Internet Web Design Services & Fees

Content Manager <ul style="list-style-type: none"> • Implementation 	\$4,000 Bid Basis
Calculators <ul style="list-style-type: none"> • Calculator Implementation Fee 	
Standard Package	
Group of any 20 calculators	\$1,000
Group of any 40 calculators	\$1,500
Group of any 60 calculators	\$2,000
Deluxe Package – branded to client’s website	
Group of any 20 calculators	\$1,500
Group of any 40 calculators	\$2,000
Group of any 60 calculators	\$2,500
Custom Package	Bid Basis
Annual Calculator Hosting	\$1,020 Annually
Website Conversion <ul style="list-style-type: none"> • Migration Fee 	Bid Basis
Hourly Rates <ul style="list-style-type: none"> • Macromedia Flash Development • Streaming Video • Website Design • Minimum amount billed for Web maintenance 	\$200 per hour Bid Basis \$150 per hour \$50
ATM / Branch Locator <ul style="list-style-type: none"> • Without Mapquest link • With Mapquest link 	\$900 \$1,200
Website Word Search <ul style="list-style-type: none"> • Implementation 	\$600
Additional Web Tools <ul style="list-style-type: none"> • Direct Log-in for Retail Online 	\$500

Standard Internet Web Hosting Services

A. Fiserv Responsibilities

Basic Service: The Internet web design and hosting services (“Web Hosting Services”) includes a Client directory with Fiserv domain name (fiserv-ecom.com) or under Client’s domain name if Client has a registered domain name. Fiserv agrees that Web Hosting Services will provide a hosting site for the Client Web Site and shall be available for access on a 7 day, 24 hour basis, with periodic downtime as scheduled for required maintenance and upgrades. Fiserv will make commercially reasonable efforts to minimize these downtime periods so that they are of as short as duration as possible, and at the least active times.

B. Client Responsibilities

Completion of Web Hosting: Based on a final review by Client of the pre-live Client Web Site including text, graphic, and navigation content and other authorized content, Client will provide written approval thereof, which approval will not be unreasonably withheld or delayed. Such approval will constitute authorization to implement the Client Web site on Fiserv Internet System. Implementation of the Client Web Site on Fiserv Internet System will occur within 5 business days of Fiserv receipt of Client’s approval.

Invoicing of monthly hosting fees begins the first month after confidential, password-protected Client preview site is set up.

C. Fees: Fees for Web Hosting Services shall be as follows:

Website Hosting Package Description	Fees
<p>Shared Server Hosting (No Client Publishing)</p> <ul style="list-style-type: none"> • Monthly generated site statistics • Nightly backups • Domain name registration/modification assistance • Includes 4 GB per month of data transfer and 20 MB of storage space 	\$2,496 Annually
Additional Charges	Fees
<p>All Hosting Regardless of Control</p> <ul style="list-style-type: none"> • Additional Domain Registration 	\$75 per Domain
<p>Non-Client Controlled Hosting</p> <ul style="list-style-type: none"> • Institutions requiring more than 20MB for data storage in any given month will be charged for additional data storage in 20MB blocks. • Institutions requiring more than 2GB of data transfer in any given month will be charged for additional data transfer in 1GB blocks 	<p>\$10 per month</p> <p>\$35 per month</p>
<p>Client Controlled Hosting</p> <ul style="list-style-type: none"> • Institutions requiring more than 250MB for data storage in any given month will be charged for additional data storage in 250MB blocks. • Institutions requiring more than 2GB of data transfer in any given month will be charged for additional data transfer in 2GB blocks. • File restoration due to customer error • Custom site configuration 	<p>\$65 per month</p> <p>\$65 per month</p> <p>\$150 per hour Bid Basis</p>

CheckFree RXP Consumer Bill Delivery and Payment Service, and Other Payment Services Schedule to ASP Services Exhibit

On the terms and subject to the conditions set forth below, Fiserv and Client hereby enter into this CheckFree RXP Consumer Bill Delivery and Payment Service, and Other Payment Services Schedule (this "Schedule") and agree that this Schedule shall be incorporated into and made subject to the provisions of the Agreement.

Fiserv will provide to Client the services described in this Schedule and Client will pay the fees set forth in this Schedule. Fiserv and/or its Affiliates provides an electronic bill delivery and payment service ("Service") which can be accessed through CheckFree RXP ("CheckFree RXP"). The Service is an electronic payment system which permits Client's customers ("Customers") to initiate and authorize payments from their accounts ("Accounts") to payees ("Payees") that Customers have selected in advance to receive payments by means of the Service.

The initial term of this Schedule shall begin March 1, 2012 and expire on June 30, 2019. Unless written notice of non-renewal is provided by either party at least 180 days prior to expiration of the initial term or any renewal term, the Service shall automatically renew for additional term(s) of 5 years. Client agrees with Fiserv as follows:

A. Bill Payment Service

1. Fiserv Responsibilities:

- 1.1 Fiserv will make available to Client appropriate management and technical personnel and will work with Client in accordance with a mutually agreed upon implementation plan to implement the Service for Client and Customers.
- 1.2 Fiserv will provide the Service to Customers who have been approved for enrollment pursuant to procedures agreed to between Fiserv and Client.
- 1.3 Fiserv agrees to execute the delivery of all payments as instructed by the Customer unless one or more of the following conditions occurs: (a) erroneous or incomplete information is provided by the Customer; (b) insufficient funds are available in the Account; (c) a Payee cannot or will not accept a payment delivered by Fiserv; or, (d) the Customer does not follow Fiserv's operating instructions.
- 1.4 Fiserv will determine the method of payment for delivery of Customer payments. These methods include, but are not limited to, the following: the Automated Clearing House Network; MasterCard International's Remittance Processing System; direct Payee transfer; paper checks drawn on a corporate account of the Service; or, paper drafts drawn on the Accounts. Fiserv may issue a paper draft drawn on the Account if one or more of the following conditions applies: (a) Client elects not to allow Fiserv to secure funds from the Account prior to payment remittance to the Payee; (b) the Payee is unable to receive electronic payments; (c) the Payee has not agreed to accept reversal transactions from Fiserv; or, (d) the dollar amount of the payment exceeds the Customer's risk parameters.
- 1.5 It is understood and agreed that Fiserv will conduct standard credit screening. Generally, the credit screen will be a review of the Customer's credit history (a soft inquiry), which does not affect the Customer's credit rating, nor does the fact a soft inquiry has been made appear on the Customer's credit report that may be obtained by another institution for credit decision purposes. Fiserv agrees to use the results of such soft inquiry only to set risk parameters in determining the method of payment for delivery of the Customer's payments. If Client elects not to allow Fiserv to secure funds from Accounts prior to payment remittance to Payees, Fiserv reserves the right to set risk parameters on all Customers.

- 1.6 For each remittance processing day, Fiserv debits Customers via an ACH debit for applicable transactions. Fiserv assumes risk for funds which are not available and assumes all collection responsibilities.
- 1.7 Notwithstanding any provision to the contrary in the Agreement, in the event that the United States Postal Service raises its postage rates, Fiserv may, without prior notice to Client, increase its fees commensurately. Such increase in postal charges shall become effective coincident with the effective date of the United States Postal Service increase in such charges.

2. Client Responsibilities:

- 2.1 Client will make available to Fiserv appropriate management and technical personnel and will work with Fiserv in accordance with a mutually agreed upon implementation plan to implement the Service for Customers.
- 2.2 Client agrees to: (a) comply with applicable laws, rules, and regulations governing electronic funds transfers, including providing regulatory notices and disclosures to Customers and complying with error resolution procedures required by law; (b) require Customers to follow Fiserv's standard operating procedures and terms and conditions with respect to use of the Service as described by Fiserv from time to time; and, (c) provide to Fiserv, during the term of this Schedule and at no cost to Fiserv, at least one Client account for use with the Service for testing purposes.
- 2.3 Client agrees to develop and utilize a promotional and marketing program for the promotion and marketing of the Service.
- 2.4 Client agrees to not contact Payees at any time on behalf of Customers. Fiserv is not responsible for transactions or other requests made by Client employees through the Service, whether through CheckFree RXP or otherwise, on behalf of a Customer.
- 2.5 At the time the Agreement or this Schedule is terminated, if Client is not then in default of any provisions herein, Client shall be entitled to receive from Fiserv records or lists equivalent in content to Fiserv's standard Authorized Vendor/Payee List (which contains the Customer-inputted payee name, payee address and payee account number) for each of Client's Customers on Fiserv's file in Fiserv's standard format and at Fiserv's standard fees. Client shall bear the cost of all programming and processing that may be necessary to render the information usable to Client.

B. Bill Delivery Service

Fiserv provides an Internet/World Wide Web service, which offers bill delivery and bill payment features and functionality. (Publishing of the Client's own internal bills for distribution is not covered under this Schedule.) Customers can select from a pre-defined list of billers to receive electronic bills. Once the Customer has activated the Fiserv bill delivery service for a biller, the Customer will begin to receive future bills electronically within the Service.

1. Fiserv Responsibilities:

- 1.1 On behalf of Client, Fiserv will operate a bill delivery service to which Customers may link to electronically receive summary and graphically detailed billing information, billing terms and conditions, and merchant customer care contact information.
- 1.2 Fiserv will make bill summaries available according to the activated Customers scheduled billing cycle. Bill summary will include, among other things, the bill amount, due date, biller name, and biller account number. Fiserv will store bill summaries in Customer retrievable form for one hundred eighty (180) days following their receipt by Fiserv, and will retain payment detail in retrievable form for seven (7) years following receipt from billers.

- 1.3 Fiserv will store bill detail information in Customer retrievable, downloadable, printable form for one hundred eighty (180) days following their receipt by Fiserv. If the biller is hosting the bill detail information, Fiserv will present a user-selectable link to bill detail provided by the biller; the applicable biller determines the amount of data and the length of time such data shall be available.
- 1.4 Fiserv will maintain records of Customer enrollments, notify billers of enrollments via electronically transmitted files, if applicable, create electronically deliverable graphical formats, and make the resulting electronic bills available for retrieval by Customers connecting to the server system operated on behalf of Client within twenty-four (24) hours of the receipt of billing data from billers.

C. CheckFree RXP

The CheckFree RXP application is an Internet/World Wide Web server application that offers payment and bill delivery Service features and functionality.

1. Features:

- 1.1 The CheckFree RXP site maintained by Fiserv for Client ("CheckFree RXP Subsite") will facilitate the transfer of an encrypted account number and PIN data from the Client's host system for verification, if required.
- 1.2 Customers can initiate payment to Payees in the U.S. twenty-four (24) hours a day, seven (7) days a week, other than scheduled maintenance and downtime. Customers can also schedule payments up to one (1) year in advance. CheckFree RXP provides a list of the Customer's payments sent through the Service.
- 1.3 CheckFree RXP permits the Customer to initiate and authorize payments from its Account(s) to Payees that the Customer has selected to receive payments by means of the Service. The Customer will have the option of setting up payments of various payment types, including, but not limited to, recurring payments of a fixed amount paid on a regular time interval, single payments that vary in amount and/or date, and automatic payments triggered by the receipt of an electronic bill.
- 1.4 The party that performs initial/recurring authentication of Customers shall be responsible for researching reports that it receives from Customers that an unauthorized transaction has occurred through the Service, and for funding any losses or other amounts due Customers or another party resulting from such unauthorized transactions; this also includes when such initial/recurring authentication results in the establishment or modification of an account for the Service by an individual or entity using any information belonging to another individual or entity, including, but not limited to, name or financial institution account information. Client and Fiserv agree to notify the other in the event of fraud being investigated by either party as it relates to the Service; such notification should be made within two (2) business days of the party learning of the issue.

2. Fiserv Responsibilities:

- 2.1 Fiserv agrees to execute the delivery of all payment requests as instructed by the Customer in accordance with the Service's terms and conditions. Fiserv will bear the responsibility for any late payment related charges up to fifty dollars (\$50.00) should a payment arrive after its due date as long as the Customer scheduled the payment in accordance with the Service's terms and conditions.
- 2.2 Fiserv will be responsible for the CheckFree RXP Subsite development, appropriate system operations, data security, system redundancy and maintenance of the operating system.

- 2.3 Fiserv will provide training resources on the Service to Client's trainers (in a 'train the trainers' environment) during the first year of the initial term. Client's trainers will be responsible for training Client's associates. Fiserv shall provide training at no cost for all upgrades or modifications implemented that Fiserv makes generally available to its other clients. Fiserv and Client may mutually agree to additional training requirements to meet the ongoing needs of Client, at Fiserv's then-current training fee. If any training hereunder is not performed at Fiserv's location, Client will also pay for travel and other appropriate expenses for Fiserv personnel involved in such training.
- 2.4 Any requests from Client for Fiserv to perform special projects or additional services will require that the parties agree in writing to a statement of work, with associated terms and pricing, prior to commencement of any associated work.

3. Client Responsibilities:

- 3.1 Client is responsible for registering and maintaining the registration of Client's Internet address. Client will maintain editorial control over and be solely responsible for maintaining Client's web site and providing access through it to the CheckFree RXP Subsite. Client is solely responsible for regulatory compliance of its web site and its functionalities with all relevant federal, state and local laws, rules and regulations.
- 3.2 Client will provide any content for incorporation in any manner into the CheckFree RXP Subsite to Fiserv in HTML format, or will pay for conversion of such content to HTML at Fiserv's then-current hourly rate or at an otherwise agreed upon project-specific price. Client is responsible for providing all such content in accordance with Fiserv's guidelines for the CheckFree RXP Subsite.
- 3.3 Client will obtain all necessary permissions and licenses (including trademark licenses), if any, required for Client and Fiserv's use of Client content incorporated into the CheckFree RXP Subsite and of linkages provided by Client from the CheckFree RXP Subsite to third-party web sites (other than linkages provided by Fiserv). Client will provide copyright attribution to Fiserv as creator and designer of the CheckFree RXP Subsite by preserving Fiserv's or its Affiliate's copyright legends wherever appropriate based on the unique and specific nature of the CheckFree RXP Subsite.
- 3.4 Client agrees to perform duties reasonably necessary to be on the then-current commercially-available release of the Service, but in any case will not be on any release of the Service that is more than two (2) previous version/point releases (defined as releases that are or were made commercially available to clients by Fiserv).

D. Overnight Check

Overnight Check provides the capability for Customers to schedule certain paper payments to be delivered within one (1) business day rather than the standard multi-business day window. Depending on the Payee, the Service's user-interface will display the earliest date the payment can arrive. Additionally, the Service's user-interface will display a fee to be charged to the Customer on behalf of the Client.

E. Same-Day Bill Payment

Same-Day Bill Payment provides the capability for Customers to schedule certain electronic payments to be delivered on the same business day as scheduled, rather than the standard next-business day window. Depending on the merchant and its remittance relationship, the Service's user-interface will display the earliest date the payment can arrive. Additionally, the Service's user-interface will display a fee to be charged to the Customer on behalf of Client. The specific date of implementation will be mutually agreed by the parties following general availability of Same-Day Bill Payment.

F. ZashPay Personal Payments

1. ZashPaySM personal payment service ("ZashPay") enables Customers to send payments electronically, in some cases as soon as the next business day, to recipients that are members of the ZashPay network and who have registered a U.S.-based direct deposit account for the receipt of payments. Customers will be asked to identify recipients by way of non-postal address information, such as a current mobile phone number or e-mail address. However, not all potential recipients can receive payments through ZashPay; for example, individuals not registered or active within the ZashPay network or who do not otherwise have a registered U.S.-based direct deposit account for the receipt of payment, cannot receive payments through ZashPay. ZashPay will generate an electronic receipt that provides a Customer with a record of a requested payment. Client will provide all cooperation and assistance required or requested by Fiserv to complete the implementation. Fiserv does not guarantee the delivery of a payment to any specific recipient.
2. Client represents and warrants to Fiserv that it has taken and will continue to take whatever action may be necessary to comply with all applicable laws, rules, statutes and regulations, including, but not limited to, the USA Patriot Act, the federal Bank Secrecy Act, federal and state laws and regulations relating to currency reporting and the prevention of money laundering and any rule or regulation issued by a regulatory body, including the U.S. Office of Foreign Assets Control, to enable it to offer and provide ZashPay to its Customers, and to otherwise register and activate Customers to make use of ZashPay, including, but not limited to, any necessary consents from and notices to its Customers. Client shall prepare and file any necessary compliance forms or reports, including without limitation, suspicious activity reports or currency transaction reports required to be filed in accordance with laws applicable to Client. Client shall immediately notify Fiserv of instances of suspected fraud, money laundering, terrorist financing, or other illegal activities determined within Client's reasonable discretion and involving ZashPay. Notwithstanding anything to the contrary in the Agreement, Client agrees to indemnify, defend, and hold harmless and release Fiserv and its Affiliates and their officers, directors, and employees from and against any claims, actions, damages, liabilities, costs, and expenses (including reasonable attorneys fees) arising from or related to any breach of the preceding representation and warranty or this clause. The foregoing indemnification obligation shall not be subject to any limitations on the Client's liability otherwise set forth in the Agreement. Client shall, at its own cost and expense, not subject to reimbursement, defend all such actions, suits or proceedings, and satisfy all judgments, orders or decrees with respect to the foregoing, and Fiserv shall provide Client with prompt notice of any claim for indemnification, cooperation in the defense and settlement of such claim, and grant Client control over the defense or settlement of such claim.
3. As part of Fiserv's standard product documentation it provides generally to its clients, Fiserv shall make available to Client sample general terms and conditions that Client may consider in establishing the terms and conditions governing the use of ZashPay.
4. If Fiserv reasonably believes that ZashPay or Client's or Customer's conduct in using ZashPay (including, without limitation, a Customer intentionally initiating fraudulent or unauthorized payments) violate any applicable laws, rules, regulations or industry standards, or otherwise pose a threat to Fiserv's systems, equipment, processes, or intellectual property or reputation (the "Threatening Condition"), Fiserv will provide Client with notice of the Threatening Condition and both parties will use reasonable efforts to cure or cause the correction of the Threatening Condition. If, in the reasonable and good faith determination of Fiserv, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to Fiserv or Fiserv's systems, equipment, processes, or intellectual property, Client agrees that Fiserv may suspend any and all use of ZashPay until such Threatening Condition is cured. In any event, Fiserv may terminate Client's and/or Customer's use of ZashPay without further requirement of notice if the Threatening Condition remains uncured more than thirty (30) calendar days after Client is notified of the Threatening Condition.
5. If any modification to ZashPay is required by law or governmental regulation, or is necessary based on any payment processing requirements, each party shall use its commercially reasonable efforts to comply in a timely manner. Fiserv may make any modifications, changes, adjustments or enhancements to ZashPay that Fiserv deems to be suitable.
6. Client hereby permits Fiserv to display Client's name and any logos or similar brand features made available to Fiserv in a list of ZashPay clients that Fiserv makes available on the ZashPay.com Web site or any successor personal payments service Web site.

7. ZashPay Marks License: “ZashPay Marks” means the trademarks, service marks, logos and other distinctive brand features relating to ZashPay that Fiserv provides to Client under the Agreement. Subject to the terms and conditions of the Agreement, Fiserv grants to Client during the term a non-exclusive, nontransferable right to display the ZashPay Marks, solely in connection with Client’s use of ZashPay. Client will comply with the ZashPay Marks guidelines established by Fiserv (as updated from time to time), which will be delivered to Client from time to time. All ownership in or to the ZashPay Marks and all goodwill associated with ZashPay Marks will remain with and inure to the benefit of Fiserv. Client will not use any of the ZashPay Marks in any manner likely to confuse, mislead, or deceive the public. If in its reasonable judgment Fiserv determines that Client’s use of the ZashPay Marks dilutes or diminishes the ZashPay Marks or the goodwill, quality or services associated with any of the ZashPay Marks, then Fiserv will give notice to Client of such issues, and if the issues are not resolved within five (5) business days of Client’s receipt of such notice, then Fiserv will have the right to terminate ZashPay Marks license in this section upon notice to Client. Client will have no right to sublicense, transfer or assign the license rights in this section without the prior, express, written approval of Fiserv.

G. A2A Transfer Service

1. The Fiserv Account-to-Account Transfer Service (“A2A”) via CheckFree RXP enables Customers to transfer money electronically, in some cases as soon as the next business day, between their accounts with Client financial institution and external third-party financial institutions where Customer holds a U.S.-based checking, savings, or money market demand deposit account. Customers may be asked to provide and/or validate certain account information as requested by Fiserv in order to utilize A2A. Client will provide all cooperation and assistance required or requested by Fiserv to complete the implementation of A2A. Fiserv will process the A2A transaction in accordance with the transfer instructions as provided by the Customer, within the limitations of A2A; Fiserv does not validate that the transfer instructions received by Fiserv from the Customer are in any way the correct or intended instructions from the Customer. Fiserv does not guarantee that A2A supports all account to account transfers; unsupported transfers include, but are not limited to, transfers to financial institutions that do not participate in the Automated Clearinghouse (ACH) system.

2. Client represents and warrants to Fiserv that it has taken and will continue to take whatever action may be necessary to comply with all applicable laws, rules, statutes and regulations, including, but not limited to, the USA Patriot Act, the federal Bank Secrecy Act, federal and state laws and regulations relating to currency reporting and the prevention of money laundering and any rule or regulation issued by a regulatory body, including the U.S. Office of Foreign Assets Control, to enable it to offer and provide A2A to its Customers, and to otherwise allow Customers to make use of A2A, including, but not limited to, any necessary consents from and notices to its Customers. Client shall prepare and file any necessary compliance forms or reports, including without limitation, suspicious activity reports or currency transaction reports required to be filed in accordance with laws applicable to Client. Client shall immediately notify Fiserv of instances of suspected fraud, money laundering, terrorist financing, or other illegal activities determined within Client’s reasonable discretion and involving A2A. Notwithstanding anything to the contrary in the Agreement, Client agrees to indemnify, defend, and hold harmless and release Fiserv and its affiliates and their officers, directors, and employees from and against any claims, actions, damages, liabilities, costs, and expenses (including reasonable attorneys fees) arising from or related to any breach of the preceding representation and warranty or this clause. The foregoing indemnification obligation shall not be subject to any limitations on the Client’s liability otherwise set forth in the Agreement. Client shall, at its own cost and expense, not subject to reimbursement, defend all such actions, suits or proceedings, and satisfy all judgments, orders or decrees with respect to the foregoing, and Fiserv shall provide Client with prompt notice of any claim for indemnification, cooperation in the defense and settlement of such claim, and grant Client control over the defense or settlement of such claim.

3. As part of Fiserv’s standard product documentation it provides generally to its financial institution clients, Fiserv shall make available to Client sample general terms and conditions that Client may consider in establishing the terms and conditions governing the use of A2A. Client acknowledges that Client’s terms and conditions for A2A with its Customers are between Client and its Customers, not Fiserv. Any terms that are

required by Fiserv to be present in such terms and conditions without substantial modification will be marked as such; Client will not substantially modify such marked terms and conditions without the prior, written approval of Fiserv.

4. If Fiserv reasonably believes that A2A or Client's or Customer's conduct in using A2A (including, without limitation, a Customer intentionally initiating fraudulent or unauthorized transfers) violate any applicable laws, rules, regulations or industry standards, or otherwise pose a threat to Fiserv's systems, equipment, processes, or intellectual property or reputation (the "Threatening Condition"), Fiserv will provide Client with notice of the Threatening Condition and both parties will use reasonable efforts to cure or cause the correction of the Threatening Condition. If, in the reasonable and good faith determination of Fiserv, the Threatening Condition poses an imminent or actual threat (including regulatory investigation, inquiry or penalty) to Fiserv or Fiserv's systems, equipment, processes, or intellectual property, Client agrees that Fiserv may suspend any and all use of A2A until such Threatening Condition is cured. In any event, Fiserv may terminate Client's and/or Customer's use of A2A without further requirement of notice if the Threatening Condition remains uncured more than thirty (30) calendar days after Client is notified of the Threatening Condition.

5. If any modification to A2A is required by law or governmental regulation, or is necessary based on any transfer processing requirements, each party shall use its commercially reasonable efforts to comply in a timely manner. Fiserv may make any modifications, changes, adjustments or enhancements to A2A that Fiserv deems to be suitable.

H. FraudNet

Fiserv will provide to Client the FraudNet service described herein and Client will pay the fees set forth herein. Fiserv and/or its affiliates have developed a service that provides an automated and scalable solution to fraud prevention ("FraudNet"). FraudNet uses various layers of fraud detection and alert levels when identifying and storing fraud data. FraudNet monitors and profiles consumer behaviors and merchant transaction activities that are suspicious or unusual. Fiserv and/or its affiliates have developed a dynamic negative file database ("Negative File Database") that is integrated into FraudNet to identify repeat offenders.

1. Fiserv Responsibilities:

- 1.1 Fiserv will develop the Negative File Database and load fraud history into FraudNet.
- 1.2 Fiserv will from time-to-time develop and implement new detection schemes and rules in FraudNet.
- 1.3 Fiserv will generate cases for all alerts originating from FraudNet and perform necessary research (including contacting Client, and, when applicable, Customers).
- 1.4 Fiserv or its affiliate solely owns FraudNet, including, but not limited to, the Negative File Database, the rules, and any feedback with regard to its functionality, and any derivatives, enhancements and improvements made thereto.

2. Client Responsibilities:

- 2.1 Client will designate personnel with the skills to review and assist in research when necessary, and Client will notify Fiserv of such personnel's contact information (and any changes thereto) for the purpose of Fiserv contacting Client with regard to alerts, cases and other matters related to FraudNet.
 - 2.2 Client acknowledges that data gathered from confirmed cases will be utilized within the FraudNet system to detect fraud for other bank clients. Client grants Fiserv permission to use such data within FraudNet to further the prevention of fraud; however, no proprietary consumer information is shared or viewable by other FraudNet clients.
 - 2.3 Client shall use FraudNet only for transactions originating from the Service pursuant to the Agreement and not other types (e.g. Client debit card). Continued use of FraudNet is contingent on Client fulfilling its payment obligations pursuant to the Agreement.
 - 2.4 Client will notify Fiserv within twenty-four (24) hours of fraud cases originating from the Service that were not detected by FraudNet.
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I. Electronic Remittance Service

Fiserv has developed payment and service systems to maximize the electronic delivery of payments, and to minimize or eliminate the use of paper drafts and checks. In cases where Client is the Payee, Fiserv will collect and electronically deliver payments ("Payments") submitted by Customers, debited from Customer's designated Accounts (the "Debit Entries") to Client as the Payee.

Where Fiserv has received the funds prior to remitting the Payment to Client (known as "Good Funds"), there will be no limit (unless indicated otherwise in "Internal Lines of Business – Electronic Remittance" section (hereinafter the "Internal Lines of Business Activation Process") of the Fiserv "Data Gathering Form" (hereinafter the "DGF") completed separately by Client) on the amount of a single Payment, and the eligible Payment will be transmitted through the electronic interface. If Client elects to limit the daily amount of any single Payment through the electronic interface, such amount shall be indicated in Internal Lines of Business Activation Process section of the DGF, and individual Payments in excess of such amount will be made by paper draft or check.

The Payments' data will be 100% in balance with the expected amount of funds every day. The associated Payments' funds for each Internal Line of Business will be deposited electronically in the designated account per Client's instructions in the Internal Lines of Business Activation Process section of the DGF, and be available for use no later than the business day following the date of transmission of the data records.

No Payment transmitted hereunder may be rejected by Client unless the account data for such Payment is incorrect or incomplete or the account is blocked or closed. It is Client's responsibility to (i) retrieve remittance data each day; (ii) promptly post the Payments; (iii) maintain current contact and notification information with Fiserv; and, (v) maintain security of any user ID and password information.

Fiserv and Client mutually agree that if a Payment from a Customer of Client, which is transmitted by Fiserv to Client, or to an agent of Client, does not post, it may be necessary for Fiserv to contact Client in an attempt to resolve the problem (a "Contact"). Client acknowledges that when Fiserv makes a Contact, it is doing so as agent for the Customer, and Client agrees to provide the Customer information requested by Fiserv.

Client accepts full financial responsibility for the dollar amount of Debit Entries originally credited to Client and returned unpaid to Fiserv that were originated by Fiserv for Payments, irrespective of the reason for the return. Client agrees that Fiserv is authorized to initiate a debit of Client's designated bank account (see Internal Lines of Business Activation Process of the DGF) in the amount of the returned Debit Entries on the day Fiserv notifies Client of the return.

Client acknowledges that Payments will not be transmitted electronically in the following circumstances:

- (a) Where the Customer banks at a financial institution that is not accessible through the Automated Clearing House;
- (b) Where the Customer's Client account number is incomplete, incorrect or otherwise fails the account number edit procedures established by Fiserv and Client; or,
- (c) For a Payment in excess of the amount indicated in Internal Lines of Business Activation Process portion of the DGF, if applicable.

Upon termination or expiration of this Schedule, if Fiserv and Client desire to maintain an electronic remittance relationship, the parties must enter into a separate mutually agreed upon remittance agreement (with a mutually agreed upon remittance method, which may be different than that under this Schedule, and with mutually agreed upon pricing, which may be higher than that under this Schedule) prior to termination or expiration of this Schedule.

J. Customer Care

Client has the option of having Fiserv provide First Tier Customer Care or having Fiserv provide only Second Tier Customer Care. "First Tier Customer Care" is defined as customer support responsibilities which include, but are not limited to: (a) answering incoming calls and e-mails from Customers; and, (b) opening, researching and processing payment research cases on the Customer Care System. "Second Tier Customer Care" is defined as Fiserv's direct support to Client, and includes, but is not limited to, researching bill payment research cases received by Client and contacting Payees regarding payment research cases received.

1. First Tier Customer Care. If selected in the Pricing and Fees section below, Fiserv will provide First Tier Customer Care directly to Customers with the exception of Client's responsibilities for marketing/selling any products and handling banking transaction inquiries and any inquiries not related to the Service.

1.1 Fiserv Responsibilities:

- 1.1.1. Fiserv will receive and respond to all incoming calls and e-mails from Customers regarding the Service.
- 1.1.2. Fiserv will research all bill payment inquiries received from Customers. This research will include, but may not be limited to, the following: (a) contacting the Payee by telephone on behalf of the Customer; and (b) forwarding proof of payment to Payee on behalf of Customer.

1.2 Client Responsibilities:

- 1.2.1. Client agrees to verify accuracy, completeness, and readability of all account information provided by the Customer.
- 1.2.2. Client agrees to refer Customers to Fiserv customer service if Customer is inquiring about bill payment transactions. Client understands all Payee contact is Fiserv's responsibility and Client agrees not to contact Payees at any time on behalf of Customers.
- 1.2.3. Client agrees to notify Fiserv of Customer account changes. Account changes include, but are not limited to, the following: (a) Account number change; (b) Customer name, address or telephone change; and (c) status of Account, such as closed Account.

2. Second Tier Customer Care. If First Tier Customer Care is not selected in the Pricing and Fees section below, Client will provide First Tier Customer Care directly to Customers, and Fiserv will provide Second Tier Customer Care to Client for all bill payment research cases received from Client.

2.1 Fiserv Responsibilities:

- 2.1.1. Fiserv will research all bill payment research cases received from Client through the Customer Care System. This research will include, but may not be limited to, the following: (a) contacting the Payee by telephone on behalf of the Customer; and (b) forwarding proof of payment to Payee on behalf of Customer.
- 2.1.2. All research results will be sent by Fiserv to Client via the Customer Care System.

2.2 Client Responsibilities:

- 2.2.1. Client will use the Customer Care System to provide First Tier Customer Care. Client agrees to log all incoming calls and emails from Customers pertaining to the Service.
- 2.2.2. Client will receive and respond to all incoming calls and e-mails from Customers. Client will forward to Fiserv via the Customer Care System all bill payment inquiries received from

Customers which require Payee contact or research to resolve. Client understands all Payee contact is Fiserv's responsibility and Client agrees not to contact Payees at any time on behalf of Customers.

3. Customer Care System. Fiserv's customer care system (the "Customer Care System") is an account tracking system that contains Customer bill payment data, and allows Client to perform virtually every type of customer support for a Customer of the Service.

3.1 Fiserv Responsibilities:

- 3.1.1. Fiserv will provide Customer Care System training resources to Client. This training includes, but is not limited to: (a) the Customer Care System; (b) bill payment processing; and (c) customer service procedures. The location of training will be agreed upon between Fiserv and Client; however Fiserv prefers such training to be conducted at the Fiserv training center.
- 3.1.2. Fiserv provides the Customer Care System security access form to Client on-line. Fiserv processes all requests and provides Client with user IDs. Each of Client's employed personnel who access the Customer Care System ("Client Representative") will choose individual passwords when signing on to the Customer Care System. The Customer Care System will require Client Representatives to change the passwords each month. Fiserv reserves the right to change or alter security procedures established for the Customer Care System.

3.2 Client Responsibilities:

- 3.2.1. Client agrees to provide Client Representative with necessary equipment. Client agrees to establish and monitor internal procedures which limit one (1) user ID to one (1) Client Representative. Customer IDs and passwords are not to be shared.
 - 3.2.2. Client agrees to comply with Fiserv's standard operating procedures.
-

K. Pricing and Fees

Fee(s) – Consumer Bill Payment Service: Cincinnati Federal Savings and Loan Association, Cincinnati, OH		
Set-Up Fee: <i>Note: Payable upon signing of this Exhibit.</i>	\$0.00 RENEWAL	
Recurring Fees:		
One-time Per Customer Setup Fee:	\$3.06 / Customer / month	
Monthly Enrolled Customer Fee: (includes fifteen (15) transactions per month)	\$5.41 / Customer / month	
Additional Transactions Over Fifteen (15) per month per customer:	\$0.43	
<input type="checkbox"/> FraudNet:		
Based on # of DDA or Share Draft Accounts	Setup Fee*	Monthly Fee
<input type="checkbox"/> <500	\$500	\$110
<input type="checkbox"/> ≥501 and <1,000	\$525	\$140
<input type="checkbox"/> ≥1,001 and <2,500	\$550	\$175
<input type="checkbox"/> ≥2,501 and <5,000	\$□75	\$260
<input type="checkbox"/> ≥5,001 and <10,000	\$600	\$340
<input type="checkbox"/> ≥10,001 and <15,000	\$625	\$420
<input type="checkbox"/> ≥15,001 and <25,000	\$650	\$720
<input type="checkbox"/> ≥25,001 and <40,000	\$675	\$920
<input type="checkbox"/> ≥40,001 and <75,000	\$700	\$1,120
<input type="checkbox"/> Electronic Remittance Service	\$0.00	
Miscellaneous Fees:		
NSF – ACH Debit:	\$20.00 each	
Professional Services:	\$25□ hour	
Overnight Check:		
Implementation Fee:	\$500 (Waived)	
Wholesale Client Transaction Fee:	\$12.45 per transaction	
Fiserv will directly debit the Customer account for the Customer Transaction Fee of \$14.95 and then Fiserv will issue a revenue-share credit on Client's invoice for \$2.50, which represents the difference between the Customer Transaction Fee and the Wholesale Client Transaction Fee.		
Same-Day Bill Payment:		
Implementation Fee:	\$500 (Waived)	
Wholesale Client Transaction Fee:	\$7.95 per transaction	
Fiserv will directly debit the Customer account for the Customer Transaction Fee of \$9.95 and then Fiserv will issue a revenue-share credit on Client's invoice for \$2.00, which represents the difference between the Customer Transaction Fee and the Wholesale Client Transaction Fee.		
ZashPay:		
Implementation Fee:	\$500 (Waived)	

Wholesale Client Transaction Fee:**\$0.35 per transaction**

Fiserv will directly debit the Customer account for the Customer Transaction Fee of \$0.50 and then Fiserv will issue a revenue-share credit on Client's invoice for \$0.15 which represents the difference between the Customer Transaction Fee and the Wholesale Client Transaction Fee.

Transaction Limits: ZashPay is offered in a risk model. Fiserv will assume the credit risk for transactions processed through ZashPay according to limits established by Fiserv at the Customer level. Individual Customer limits can and will vary based on Fiserv's proprietary risk-scoring models. Fiserv will monitor ZashPay for instances of fraud using its standard fraud detection systems. ZashPay customers will only be considered as enrolled bill payment customers if and when they set up a payee on CheckFree RXP, at which time the applicable bill payment fees will be assessed according to their activity. Client is responsible for the risk on and amounts of Fiserv's debits of Customer's account if Client fails to inform Fiserv within twenty-four (24) hours that the Customer's account has been closed.

 A2A Transfer Service:**Implementation Fee:****\$500****Wholesale Client Transaction Fee:****\$0.35 per transaction**

For Customer outgoing transfers, Fiserv will directly debit the Customer account for the Customer Transaction Fee of \$2.00 and then Fiserv will issue a revenue-share credit on Client's invoice for \$1.65, which represents the difference between the Customer Transaction Fee – Outgoing Transfer and the Wholesale Client Transaction Fee of \$0.35. For Customer incoming transfers, there is no Customer Transaction Fee; however Fiserv will invoice Client the Wholesale Client Transaction Fee of \$0.35 for each Customer incoming transaction.

Transaction Limits: A2A is offered in a risk model. Fiserv will assume the credit risk for transfers processed through A2A according to limits established by Fiserv at the Customer level. Individual Customer limits can and will vary based on Fiserv's proprietary risk-scoring models. A2A customers will only be considered as enrolled bill payment customers if and when they set up a payee on CheckFree RXP, at which time the applicable bill payment fees will be assessed according to their activity. Client is responsible for the risk on and amounts of Fiserv's debits of Customer's account if Client fails to inform Fiserv within twenty-four (24) hours that the Customer's account has been closed.

Customer Service: **First Tier Customer Care (includes Second Tier):****\$1.00 / Customer / month** **Second Tier Customer Care:****No charge** **Customer Care System Access:****first 10 users Included** **Customer Care System Access (Additional block of 10 users):****\$200.00 per month for each block of 10 users***(Additional users to be purchased in minimum blocks of 10)***Optional Services:** **Conversion – Customer Data, Merchant Data <2000 Customers:****\$5,000** **Conversion – Future Dated Payments:****\$2.50 / payment (700 transactions minimum)** **SSAE16 Audit Report:****\$350 each**

* Setup Fee(s) are payable upon signing of this Schedule.

Fiserv does not charge for a single sign-on interface; however a charge may be assessed by the core provider. Please contact core provider for single sign-on contract requirements.

If early termination is permissible under the Agreement, should Client elect to terminate this Schedule early, and such early termination date is during a period of time where Client has been receiving invoices that are in a reduced form due to a promotional "free" or "reduced" period, the amount of the early termination fees will be determined by multiplying the sum of the estimated monthly billing for each Service received hereunder by 80% times the remaining months of the term, plus any unamortized conversion fees or third party costs existing on Fiserv's books on the date of termination plus 100% of other non-processing related credits, if any, provided by Fiserv to Client.

L. General

In the event of any conflict, ambiguity or inconsistency between this Schedule and the Agreement, or any other document which may be annexed hereto, the terms of this Schedule shall govern.

Software Products Exhibit to Master Agreement

1. Software Products. The parties shall add individual Schedules to this Exhibit for Fiserv's license of software Products and provision of related software maintenance services to Client. The terms of this Exhibit shall apply to any such Products and related services covered by Schedules to this Exhibit.

2. Defined Terms.

(a) "Computer System" means the computer equipment and specified operating environment required for operation of the Software when installed, as identified in each Schedule and/or in the Documentation.

(b) "Documentation" means the technical end-user documentation for the Software, as delivered by Fiserv to Client with the Software, as may be updated by Fiserv from time to time as part of Maintenance Services.

(c) "Enhancements" means modifications made to Software that add program features or functions not originally within the Software and that are provided upon payment of additional license fees.

(d) "Location" means only the Client premises identified as such on each Schedule.

(e) "Maintenance Fee" means the annual (unless otherwise specified) fee set forth in each Schedule for Maintenance Services.

(f) "Maintenance Services" means maintenance services described in Section 5 below. Maintenance Services are available only with respect to the current release of Software.

(g) "Non-conformity" means a failure of Software to perform in substantial accordance with the functions described in the Documentation, for which Client has provided sufficient information for Fiserv to replicate on a computer configuration that is comparable to the Computer System and under Fiserv's control.

(h) "Professional Service Rates" means Fiserv's then current hourly or daily rates for Fiserv's provision of implementation, conversion, and/or training services to Client in connection with the Software.

(i) "Software" means the standard, unmodified computer programs in object code (unless otherwise specified on the applicable Schedule), as specified in each Schedule.

(j) "Software System" means the Software and Third Party Software.

(k) "Third Party" means any party other than Fiserv and its agents and subcontractors, and Client.

(l) "Third Party Software" means the object code version of software that is owned or licensed by Third Parties and provided to Client by Fiserv. Third Party Software shall be identified as such on the applicable Schedule hereto. Third Party Software does not include Third Party code (if any) that Fiserv embeds in the Software.

(m) "Total License Fee" means the total sum specified in each Schedule to be paid by Client for the license to Use the Software granted to Client hereunder. Any fees for Enhancements, modifications, or other additions to the Software are not included in the Total License Fee.

(n) "Updates" means, when and if made available through Maintenance Services to Fiserv's other clients at no additional charge, changes made to correct Non-conformities, to maintain compatibility with new system software releases, or to improve existing features and functions within the Software, but does not include Enhancements or other new modules or products for which Fiserv charges a license fee. Updates provided hereunder are subject to all license rights and related restrictions set forth in this Exhibit with respect to the Software, but provision of Updates does not commence new warranty periods for the Software.

(o) "Use" means copying or loading any portion of Software from storage units or media into any equipment for the processing of data by Software, or the operation of any procedure or machine instruction utilizing any portion of either the computer program or instructional material supplied with Software at the

Location. Use is limited to type of operations described in the Documentation solely to process Client's own work, and is subject to any other restrictions or limitations set forth in each Schedule. Use specifically excludes any service bureau, time-share, training, or facilities management services to Third Parties without Fiserv's prior written consent and Client's payment of additional fees in accordance with mutually agreed terms. Use further excludes any right to enhance, modify, improve or create derivative works of the Software unless any such right is expressly granted in the applicable Schedule.

(p) "Warranty Period" means the period of time ending 90 days after the effective date of the applicable Schedule.

3. License.

(a) Fiserv agrees to furnish Software to Client and hereby grants to Client a non-exclusive, nontransferable, non-sublicensable, perpetual (subject to all termination provisions set forth in this Exhibit and in the Agreement) license to Use the Software at the Location on the designated Computer System, subject to any additional limitations as to number of accounts, number of users, asset size, and other matters as specified in each Schedule. Any rights not expressly granted in this Exhibit are expressly reserved.

(b) Upon 60 days advance notice to Fiserv, Client may change the Location if Client transfers its operations to a new location within the same country. Client shall contemporaneously uninstall/delete the Software from the prior Computer System following such transfer to the alternative Client location. Assistance by Fiserv related to the transfer shall be chargeable at the Professional Service Rates plus any out-of-pocket expenses.

(c) Client shall not copy any portions of the Software System, except that Client may copy reasonable quantities of any Documentation, and may utilize non-production copies of the Software at the Location for archive, back-up, or emergency restart purposes or to replace copy made on defective media. The original, and all copies of Software and Documentation, and all parts thereof, are Fiserv's property and shall include Fiserv's copyright and other proprietary notices.

(d) Client shall maintain any such copies and the original at the Location and one Client archive site in the same country ("Archive Site"). Client may transport or transmit a copy of Software from the Location or the Archive Site to another location in the same country as the Location for back-up use when required by Computer System malfunction in an emergency or disaster situation, provided that (a) Client must promptly inform Fiserv of the emergency or disaster (but in no event later than five (5) days following the commencement of such use), (b) Client must stop using such copy promptly after the Computer System and facility affected by the emergency or disaster is restored, and (c) the copy or original is destroyed or returned to the Location or Archive Site when the malfunction is corrected.

(e) Client shall not decompile, disassemble, or otherwise reverse engineer the Software System.

(f) Client shall obtain and maintain at its own expense such data processing and communications equipment and supplies as may be necessary or appropriate to facilitate the proper use of the Software System. Client is responsible for undertaking the proper supervision, control and management of its use of the Software, including: (i) assuring a proper Computer System configuration, and (ii) following industry standard procedures for the security of data, accuracy of input and output, and back-up plans, including restart and recovery in the event of hardware or software error or malfunction.

(g) Third Party Software is provided to Client under the following supplemental terms:

- (i) Use of Third Party Software shall be restricted to use as part of the Software System.
- (ii) Third Party Software is provided "as is", and neither Fiserv nor Third Party Software owners shall be liable for any damages, whether direct, indirect, incidental, or consequential arising from the use of Third Party Software.
- (iii) Publication of benchmark tests of Third Party Software is permitted only in a writing signed by an authorized officer of Fiserv and the Third Party Software owner.
- (iv) Third Party Software owners are hereby designated as third party beneficiaries of this Exhibit as it relates to their software.

- (v) Fiserv will not provide maintenance or support for Third Party Software, but agrees to pass through to Client any Third Party Software warranties provided by the applicable Third Party Software owner, to the extent Fiserv is able to do so without negatively impacting or diminishing its contractual rights with such Third Party Software owner.

4. Professional Services Terms.

(a) Implementation, conversion, and/or training services to be provided by Fiserv in connection with the Software, including the fees for such services, are set forth in each Schedule.

(b) Any other professional services, development services, or operational support services requested by Client in connection with the Software shall be provided by Fiserv in accordance with additional terms set forth in a separate exhibit to be added to the Agreement.

5. Maintenance Services Terms.

(a) During each annual period for which Client has paid the Maintenance Fee, Fiserv will provide the following Maintenance Services to Client:

- (i) Telephone support during normal business hours for reasonable operator support to Client's employees duly trained in the Use of the Software. If telephone support requests are excessive or made outside of Fiserv's normal business hours, Client will be charged the Professional Service Rates.
- (ii) Software program fixes or workarounds with respect to Non-conformities will be provided within a reasonable period of time following receipt of notice from Client. Client agrees to provide Fiserv with reasonable assistance and information in connection therewith.
- (iii) Updates will be provided to Client and shall be installed by Client within the time frame specified by Fiserv. Training for Updates may be offered to Client at the Professional Service Rates.

(b) The initial term for Maintenance Services shall begin upon the effective date of the applicable Schedule and shall continue for a period of time set forth in the Schedule. Thereafter, Maintenance Services shall automatically renew for successive 1-year terms at Fiserv's then current fees for all modules then licensed, unless either party provides written notice of non-renewal to the other party at least 90 days prior to expiration of the then current term.

(c) Fiserv may utilize remote diagnostic software and dial-up telephone lines in providing Maintenance Services.

(d) Should Fiserv's review of the Non-conformity indicate, in Fiserv's reasonable opinion, that the reported problem is not a Software defect but is due to other problems, including without limitation input not in accordance with the Documentation, Client's abuse or misuse of the Software System, a modification or addition to the Software System not performed by Fiserv, Client's failure to properly maintain the Computer System, or Client's failure to install the required current system software release, Update, fix or workaround as instructed by Fiserv, then:

- (i) Client agrees to reimburse Fiserv for the related costs of work performed by Fiserv in investigating the problem at the Professional Service Rates, and
- (ii) At Client's request, Fiserv shall advise Client whether Fiserv can correct or assist in resolving such problem, and the terms under which Fiserv shall undertake the same. Upon acceptance by Client, Fiserv shall correct or assist in resolving the problem in accordance with such terms.

(e) Maintenance Fees shall be payable annually in advance. Maintenance Fees shall be subject to annual increases commencing in the second year of the maintenance term upon 30 days written notice to Client, provided that any such annual increase shall not exceed 10%. Maintenance Fees may also be subject to increase following: (i) changes in accounts processed, user seats, or other license limitations set forth in the applicable Schedule, or (ii) delivery of new Software releases, Enhancements, or custom Software modifications or additions provided by Fiserv as a result of Client-requested development services.

(f) Network-related problems and errors in non-production environments are not covered under Maintenance Services. If Fiserv provides such services, or any other maintenance services beyond those specified in this Section, Client shall pay for such services at the Professional Service Rates.

6. Equipment Terms.

(a) If Client agrees to purchase from Fiserv any components of the Computer System, such purchase shall be in accordance with terms specified in the Equipment Exhibit to be added to the Agreement. If Client does not purchase the Computer System from Fiserv, Client is responsible for providing the Computer System at its own expense. If Fiserv is to provide installation services for the Computer System, such services and related fees shall be set forth on the applicable Schedule.

(b) Fiserv shall not be responsible for the provision of any maintenance or repairs to the Computer System or of any parts or replacements for the Computer System.

(c) Notwithstanding the limitation of liability provisions set forth in the Agreement, Fiserv's aggregate liability for a default relating to any Third Party equipment or Third Party Software shall be limited to the amount paid by Client to Fiserv for the applicable equipment or software.

7. Performance.

(a) Client shall give Fiserv access to the Location, Software System, and Computer System as necessary to enable Fiserv to provide services hereunder and shall make available information, facilities, and personnel reasonably required by Fiserv for the performance of its obligations hereunder.

(b) Client agrees to train current and future support staff employees on Software technical and user operations, and shall require employees to complete ongoing training to maintain minimal proficiency.

(c) Work in determining the nature of any problem or in making Software corrections, amendments, or additions may be carried out at Fiserv premises or the Location, at Fiserv's option.

(d) Upon Fiserv's request, Client shall provide Fiserv with written certification of the following relating to Client's Software Use: (i) total number of Software copies and Documentation related thereto; (ii) total number and location of workstations and servers on which the Software is installed, operated, or accessed; and (iii) total number of accounts, users, or other measurement of Software use for the licensing restrictions set forth in the applicable Schedule. Fiserv reserves the right to audit such certification pursuant to paragraph (e) below.

(e) Client shall permit Fiserv's authorized representatives at all reasonable times during Client's normal hours of operation to audit Client's Use of the Software (such audit may occur at Client's premises) to determine that the provisions of this Exhibit and the Agreement are being faithfully performed. Any such audit shall be conducted in such a manner as to minimize the disruption to Client's business and/or the Use of the Software. If such audit reveals any misuse by Client, Client shall immediately terminate such use unless Fiserv otherwise agrees in writing to allow correction of the misuse by payment of appropriate additional fees. If such noncompliance by Client is material, Client shall also pay Fiserv its costs of conducting the audit.

8. Warranties.

(a) Fiserv warrants that, during the Warranty Period, the Software will perform without the occurrence of a Non-conformity when operated on the Computer System and in compliance with the Documentation, this Exhibit, and the Agreement. Fiserv will provide replacements or corrections to Software that does not perform where such failure is material, provided Fiserv is notified in writing of such failure during the Warranty Period. This warranty shall not apply if the Non-conformity results from modification to the Software by Client or any Third Party, use of the Software in combination with non-Fiserv provided software, or by incorrect Use. Client acknowledges that the Software System is designed to operate on the Computer System and that the warranties given by Fiserv are conditional upon the procurement and maintenance by Client of the Computer System in accordance with the then current specified configuration.

(b) If the Software has been delivered by Fiserv on physical media, Fiserv warrants the media to be free from material physical defects for a period of ninety (90) days after delivery by Fiserv. Fiserv will replace the copy provided on defective media or deliver the Software via an alternate method selected by Fiserv, provided Fiserv is notified in writing of such defective media with such 90-day period.

(c) Fiserv warrants that the Maintenance Services and professional services provided under this Exhibit shall be performed in a professional and workmanlike manner. Client shall notify Fiserv in writing of any alleged warranty defect within thirty (30) days of the date the defective services were performed, and Fiserv shall correct the services at no additional charge to Client.

(d) FISERV DOES NOT WARRANT THAT ALL NON-CONFORMITIES CAN BE CORRECTED. IN NO EVENT SHALL FISERV BE LIABLE FOR LOSS OF OR DAMAGE TO CLIENT'S DATA RESULTING FROM CLIENT'S USE OF THE SOFTWARE. Client acknowledges that it is responsible for the results obtained from use of the Software, including without limitation the completeness, accuracy and content of such results. Client acknowledges further that it is responsible for independent verification and testing of any such results prior to using them in its business. The corrective actions provided by Fiserv as set forth in this Section 8 shall be Fiserv's entire liability and Client's sole and exclusive remedy for Fiserv's breach of any of the foregoing warranties.

9. Infringement Claims.

(a) Fiserv shall, at its expense, defend Client against any Third Party claim or action that alleges Use of the Software infringes a patent, copyright, or other proprietary right of such Third Party enforceable in the Location, and shall pay all amounts payable by Client under any judgment, verdict, or court order entered by a court of competent jurisdiction or any settlement agreed upon by Fiserv in such Third Party claim or action, provided that Client: (i) notifies Fiserv promptly in writing of any such claim, (ii) grants Fiserv sole right to control the defense and disposition of such claim, and (iii) provides Fiserv with reasonable cooperation and assistance in the defense and disposition of any such claim.

(b) If, as a result of such claim, Fiserv or Client is permanently enjoined from using Software by a final, non-appealable decree, or if Fiserv deems entry of such a decree to be reasonably likely, Fiserv, at its sole option and expense, may (i) procure for Client the right to continue to use Software or (ii) provide a replacement or modification for Software so as to settle such claim. If neither option (i) or (ii) is reasonably practical in Fiserv's sole opinion, Fiserv shall discontinue and terminate the applicable Schedule upon written notice to Client and shall pay to Client a pro rata refund of the Total License Fees paid by Client for the infringing Software, depreciated on a five-year straight line basis commencing on the effective date of the applicable Schedule for such Software. In making this determination, Fiserv will give due consideration to all factors, including financial expense.

(c) This Section 9 states Fiserv's entire liability and Client's sole and exclusive remedy for any claims of Software infringement or misappropriation, and Client hereby expressly waives any other liabilities on the part of Fiserv arising therefrom.

(d) Fiserv shall have no obligation under this Section 9 for any claim based upon:

- (i) use of any part of Software in combination with materials or software not provided by Fiserv;
- (ii) modifications made by Client or any Third Party;
- (iii) use of other than the current release of the Software if infringement would have been avoided by use of such current release;
- (iv) use of the Software other than in accordance with the Documentation, the Agreement, or this Exhibit, including without limitation Software use in violation of Section 3 above; or
- (v) Fiserv's adherence to Client's specifications or instructions.

10. Title. Nothing in this Exhibit shall convey to Client any title to or any rights in Software, including but not limited to all proprietary rights or ownership of any modifications, enhancements, additions, updates, or other works based thereon or related thereto. Client's sole right in relation to Software or any such other works is to Use the same in accordance with the terms and conditions hereof.

11. Termination.

(a) The termination of the Agreement or this Exhibit or any individual Schedule hereto shall automatically, and without further action by Fiserv, terminate and extinguish the license(s) granted under the applicable Schedule and Fiserv's obligation to provide Maintenance Services with respect to such Software. Unless Client destroys all copies of the Software and provides written certification to Fiserv of said destruction within ten (10) days of receipt of written notice from Fiserv following termination of the applicable Schedule, Fiserv shall have the right to take immediate possession of the Software and all copies thereof wherever located without further notice or demand. In addition, upon termination for any reason other than Fiserv's uncured material default pursuant to Section 8(b)(i) of the Agreement: (i) all remaining Maintenance Fees through the end of the then current term of Maintenance Services shall be accelerated, and Client shall pay all such accelerated fees to Fiserv pursuant to the payment terms set forth in the Agreement; and (ii) all credits, rebates, discounts, and incentives granted on all Software and Maintenance Services shall be reimbursed to Fiserv, and any such credits, rebates, discounts, and incentives will no longer be granted through the remainder of the term for any continuing Maintenance Services.

(b) If Client violates Sections 3 or 12 of this Exhibit, or the confidentiality provisions of the Agreement in relation to Software, and fails to remedy any such breach within 5 days of notice thereof from Fiserv, Fiserv may terminate this Exhibit or the applicable Schedule without further notice.

12. Non-Assignment.

(a) Client may not transfer or assign this Exhibit (or any individual Schedule) except upon Fiserv's prior written consent and payment of additional license fees for such transfer, if applicable, at Fiserv's then current rates. The sale of 50% or more of Client's common stock, the sale of all or substantially all of Client's assets, or any merger in which Client is not the surviving organization, shall be deemed a "transfer" subject to the provisions of this paragraph.

(b) If the organization to which a transfer subject to paragraph (a) above is proposed derives more than 5% of its gross revenues from providing service bureau, time share, computer software consulting services, computer software licensing, or computer hardware sales, Fiserv shall be under no obligation to consent to such transfer.

13. Export.

(a) Subject to restrictions regarding Location, territory, or other applicable geographic limitation set forth in a Schedule, Client shall not export, or re-export, directly or indirectly, any Software or any technical data derived therefrom to any country for which the United States Government or any agency thereof may require an export license or other government approval without first acquiring that license or approval.

(b) Client agrees that with respect to compliance with the U.S. export regulations: (i) Client will comply with such export regulations regarding the Software and technical data; (ii) Client will permit audits or reviews by Fiserv covering the Software and data export activity; (iii) Client understands that Fiserv reserves the right to refuse performance of its obligations hereunder in cases of noncompliance by Client of such export regulations; and (iv) Client will not engage in any transaction or activity with any party, firm, or company that is prohibited by applicable law.

**Clartouch Software Schedule
to Software Products Exhibit**

License Section

1. **Software and License Fees.** The following Software modules are hereby licensed to Client in exchange for Client's payment of the corresponding license fees, subject to the additional limitations set forth below:

Existing Clartouch Software already paid/included:

<u>Product</u>	<u>Qty</u>
Clartouch Portal	1
VIP Teller/Sales Base License	1
VIP Teller License w/VC2	24
View & Update Only Workstations	4
Transport (Consumer & Mortgage) Base License	1

New Software Licenses:

<u>Product</u>	<u>Qty</u>	<u>Price Each</u>	<u>Extended</u>
Clartouch Teller/New Accounts Implementation	1	\$20,000	\$20,000
New Clartouch Teller/New Accounts/View & Update Workstation*		\$1,800	
New Clartouch View & Update Only Workstation*		\$1,500	
Upgrade of previously purchased View & Update Only Workstations to Clartouch Teller/New Accounts/View & Update Workstation		\$300	
Platform Transfer Module (Commercial Loan Transport)		\$6,000	
Transend Base License		\$2,500	
Account Number Generator Base License		\$250	
Customer Selected PIN Base License		\$500	
TOTAL			\$20,000

**Prior to implementation of Clartouch Teller/New Accounts, these rates will be in effect for all new VIP Teller/V&U Only workstations purchases in addition.*

2. **Third Party Software and License Fees.** The following Third Party Software modules are hereby licensed to Client in exchange for Client's payment of the corresponding license fees: N/A

3. **License Fee Payment Schedule.** All license fees set forth above shall be paid by Client in accordance with the following schedule:

Payment Schedule for Software License Fees, Implementation Services and One-time Fees

Any fees related to software license, implementation and one time fees are subject to the following payment schedule, and are due and payable as follows:

- 50% on contract signing.
- 50% at time of installation.

Client understands and agrees that no installation date will be assigned until a contract is executed and 50% of the fees have been received by Fiserv. If the installation date is delayed at client's request a fee equal to 25% of the implementation fee will be required to obtain another installation date. If client cancels installation, client is responsible for reimbursing Fiserv for time and materials expended to date which will be 50% of fees.

4. **Location.** The Location for this Schedule is as follows:

5. Computer System. The Computer System for this Schedule is as specified in the product documentation.

Actual hardware requirements will depend on performance required, number of concurrent programs resident at any time, and other factors. Consult with hardware vendor and network service provider for specific configurations.

6. Additional License Terms. The following additional terms apply to the Software System licensed under this Schedule: N/A

Professional Services Section

1. Professional Services and Fees. Fiserv agrees to provide the following implementation and training services to Client in connection with the implementation of the Software set forth above, in exchange for Client's payment of the professional services fees set forth below.

The standard rate for professional services is \$200 per hour (subject to changes).

2. Professional Services Fee Payment Schedule. Professional services fees set forth above shall be paid by Client in accordance with the following schedule:

Payment due upon invoicing.

Maintenance Services Section

1. Initial Term. The initial term of Maintenance Services shall be concurrent with the term of the Master Agreement.

2. Maintenance Fees. The Maintenance Fee for the Software licensed under this Schedule is as follows:

Existing Cleartouch Software Maintenance:

<u>Product</u>	<u>Qty</u>	<u>Annual Maintenance</u>
Cleartouch Portal	1	\$8,379
VIP Teller/Sales Base License	1	
VIP Teller License w/VC2	24	
View & Update Only Workstations	3	
View & Update Only Workstation (Paid Monthly)	1	\$16.25/monthly
Transport (Consumer & Mortgage) Base License	1	Waived
Total		\$8,379

New Software License Maintenance:

Product	Annual Maintenance
Cleartouch Teller/New Accounts Implementation	N/A
New Cleartouch Teller/New Accounts/View & Update Workstation*	20%
New Cleartouch View & Update Only Workstation*	20%
Upgrade of previously purchased View & Update Only Workstations to Cleartouch Teller/New Accounts/View & Update Workstation	20%
Platform Transfer Module (Commercial Loan Transport)	20%
Transend Base License	20%
Account Number Generator Base License	20%
Customer Selected PIN Base License	20%
TOTAL	TBD
<i>*Prior to implementation of Cleartouch Teller/New Accounts, these rates will be in effect for all new VIP Teller/V&U Only workstations purchases in addition.</i>	

3. Additional Maintenance Terms. The following additional terms apply to Fiserv's provision of Maintenance Services for the Software licensed under this Schedule:

New Software License Annual maintenance will be calculated based upon the New Software license fees listed in Paragraph 1 Software and License Fees above.

**iVue90 Software Schedule
to Software Products Exhibit**

License Section

1. Software and License Fees. The following Software modules are hereby licensed to Client in exchange for Client's payment of the corresponding license fees, subject to the additional limitations set forth below:

<u>Product</u>	<u>Qty</u>	<u>One Time Charge</u>	<u>Total</u>
<u>Base License</u>			
\$5,000 for each 20,000 open account increment or portion of Software License Fee	1	\$5,000	PAID
		Included in base license	
Included in Base and Software License Fees			
<ul style="list-style-type: none"> - Shared iVue Server @ Fiserv - KnowledgeShare Author (1 seat, per named user) - Oracle Database License (1 seat)* - User setup (1 user) - Training - Server Staging & Installation - Project Management, up to 60 hours 			
<u>Optional Products</u>	<u>Qty</u>	<u>License Fee</u>	<u>Total</u>
Existing KnowledgeShare Author (1 per named user license – each license also requires 1 Oracle license)	2	\$495	PAID
Additional KnowledgeShare Author (1 per named user license – each license also requires 1 Oracle license)		\$700	
Existing Oracle License (1 seat per license)	2	\$600	PAID
Additional Oracle License (1 seat per license)		\$600	
History General Ledger – three months plus current month Other applications – rolling 60 days	X	\$.01 per account	
Retail Internet Banking (RIB) Customer Tables Per enabled RIB User	X	\$180.00 one-time \$.0102 per user	
iVue File Maintenance Transactions Stored	X	\$.0010 \$51.05 monthly minimum	TBD
Dashboards:			
Executive Dashboard –Report Library			
Financial Reporting Dashboard			
Sales Performance Dashboard			
Campaign Dashboard			
Yield Analyzer			
Portfolio Analytics			
Less than 15,000 accts.		\$150/month	
15,000 – 100,000 accts.		\$225/month	
Over 100,000 accts.		\$325/month	\$ /monthly
Address Change Dashboard		\$1,000	
Reporting & Professional Services Package		\$9,000	

	Per Account	Number of Accounts	Estimated Monthly Fee
Monthly Per Account Fee (Open & Closed) Includes following features and functionality <ul style="list-style-type: none"> - Fiserv Cleartouch application fields mapped - Daily incremental updates to database - Cross application reporting - Export to a file - Report Wizard - Regulatory Reporting Dashboard - Commercial Reporting Dashboard - Create knowledge objects - Queries - Charts - Pivot tables - Reports 	\$0.0444	TBD	TBD
		Total One-time	\$TBD
		Total Monthly	\$TBD

Travel Costs for Fiserv personnel are in addition to license fees and monthly per account fees.

A network review is required to determine if the existing network configuration will need to be upgraded in order for the client to receive the data extract files.

Obtain quote for upgrade fees from iVue90 to iVue360.

***Oracle Database License – 1 seat required for each additional license of KnowledgeShare Author.**

KnowledgeShare Author must be licensed per named user.

2. Third Party Software and License Fees. The following Third Party Software modules are hereby licensed to Client in exchange for Client's payment of the corresponding license fees: N/A

3. License Fee Payment Schedule. All license fees set forth above shall be paid by Client in accordance with the following schedule:

Payment Schedule for Software License Fees, Implementation Services and One-time Fees

Any fees related to software license, implementation and one time fees are subject to the following payment schedule, and are due and payable as follows:

50% on contract signing.

50% at time of installation.

Client understands and agrees that no installation date will be assigned until a contract is executed and 50% of the fees have been received by Fiserv. If the installation date is delayed at client's request a fee equal to 25% of the implementation fee will be required to obtain another installation date. If client cancels installation, client is responsible for reimbursing Fiserv for time and materials expended to date which will be 50% of fees.

4. Location. The Location for this Schedule is as follows:

5. Computer System. The Computer System for this Schedule is as specified in the product documentation.

Professional Services Section

1. Professional Services and Fees. Fiserv agrees to provide the following implementation and training services to Client in connection with the implementation of the Software set forth above, in exchange for Client's payment of the professional services fees set forth below.

<u>Professional Services</u>	
<i>(Rates shown are based on the current professional services rates. Rates are subject to change)</i>	
<u>Product</u>	<u>One Time Charge</u>
Professional Services (obtain separate quote)	\$200/hr

2. Professional Services Fee Payment Schedule. Professional services fees set forth above shall be paid by Client in accordance with the following schedule:

Payment due upon invoicing.

Maintenance Services Section

1. Initial Term. The initial term of Maintenance Services shall be concurrent with the term of the Master Agreement.

2. Maintenance Fees. The Maintenance Fee for the Software licensed under this Schedule is as follows:

<u>Product</u>	<u>Qty</u>	<u>Annual Maintenance</u>	<u>Total</u>
<u>Base License</u>	1	20%	\$1,000
<u>Optional Products</u>			
Additional PowerShare Security and Information Manager (1 per named user license - each license also requires 1 Oracle license)		20%	
Existing KnowledgeShare Author (1 per named user license – license also requires 1 Oracle seat)	2	20%	\$198
Existing Oracle seats (1 seat per license)	2	20%	\$240
Additional Oracle seats (1 seat per license)		20%	
Additional KnowledgeShare Analyzer (1 per named user license)		20%	
Additional KnowledgeShare Viewer (1 per named user license)		20%	
KnowledgeShare Administrator (1 per named user license – each license also requires 1 Oracle license)		20%	
Additional Storage for User-defined Tables		20%	
Total Annual Maintenance			\$1,438

3. Additional Maintenance Terms. The following additional terms apply to Fiserv's provision of Maintenance Services for the Software licensed under this Schedule:

New Software License Annual maintenance will be calculated based upon the New Software license fees listed in Paragraph 1 Software and License Fees above.

Data Vaulting Exhibit to Master Agreement

A. Definitions

"Active Vault" means the primary vault, located at Fiserv's/Supplier's data center, to which Client Data is backed up.

"Active, Local Vault" means the primary vault, located at Client's premises, to which Client Data is backed up.

"Agent Software" means that Licensed Software identified as agent software on Attachment 2.

"Appliance" means an appliance that is comprised of Appliance Hardware and Appliance Software, as set forth in Attachment 2.

"Appliance Fees" means the purchase price for an Appliance, any related monthly fees and support fees, as well as any other related fees (including without limitation license fees for additional Licensed Software and related support), as set forth in Attachment 2.

"Appliance Hardware" means server and storage Hardware that is pre-configured to include the Appliance Software.

"Appliance Software" means the Licensed Software, operating system and any other software set forth in Attachment 2 that is preloaded or otherwise installed onto the Appliance Hardware by Fiserv/Supplier.

"Change Request" has the meaning set forth in Section F5(a) hereof.

"Client Data" means any data (i) generated by an end user's use of the License Software and (ii) that is stored by Fiserv or Supplier as a part of the Subscription Services or any other services rendered under this Agreement.

"Client System" means the computer hardware and operating and application software installed at a Client location and with which the Products will be used.

"Documentation" means the then-current, generally available, written instructions, user guides, and user manuals for the Products, if applicable, whether in electronic, paper or other equivalent form, provided by Fiserv/Supplier and in connection with any updates, modifications and improvements to the Products, regardless of form or media.

"End-User Client Software" means Licensed Software licensed to Client to install and use on servers and users' computers that are being backed up, as indicated in the applicable Documentation, including, without limitation, Agent Software and Plug-in Software.

"Data Vaulting Services" means a Subscription Service that provides off-site automated data protection and recovery using Licensed Software. Client Data is stored in Active Vault.

"Fees" means the applicable license, subscription, support and maintenance, and other fees (if any) as set forth in Attachment 2.

"Hardware" means the computer hardware being acquired by Client from Fiserv, as identified in Attachment 2.

"Licensed Software" means the machine-readable, object-code version of Supplier's proprietary software, as identified in Attachment 2, that Fiserv/Supplier provide to Client for use pursuant to this Exhibit, including applicable Documentation. Licensed Software does not include any third party software offered under a third

party license agreement, but it may include third party software sublicensed to Client by Fiserv/Supplier subject to the terms of this Exhibit.

"Offsite Replication Services" means a Subscription Service that provides off-site data protection and recovery using Licensed Software. Client's Local, Active Vault is replicated to a Passive Vault located at Fiserv's/Supplier's data center.

"Passive Vault" means that virtual, dedicated environment provided in Fiserv's/Supplier's data centers to which Client replicates its Active, Local Vault under the Offsite Replication Service.

"Plug-in Software" means that Licensed Software identified as such on Attachment 2.

"Premium Data Transfer Services" means those services that provide for the transfer of data via an Appliance.

"Products" means those Subscription Services, Licensed Software, Appliances, Support Services, Professional Services, Hardware and other products and/or services that Fiserv offers for sale or license.

"Professional Services" means implementation, training, installation, data recovery, migration and restoration services, and other professional services provided by Fiserv or Supplier to Client, but specifically excluding Subscription Services.

"Service Effective Date" means (a) with respect to Subscription Services and any other services, the date upon which Fiserv or Supplier notifies Client by e-mail or otherwise that installation is complete or the service is operational; and (b) with respect to Support Services, the date the related Licensed Software is delivered.

"Subscription Services" means the provision of access over the Internet to the functionality of the Licensed Software running on the Fiserv System including, but not limited to, the Data Vaulting Services and the Offsite Replication Services, as identified in Attachment 2.

"Subscription Services Termination Fee" means the lesser of: (A) 6 months times the monthly subscription fee then in effect or (B) the balance due to Fiserv for the then current originally committed term.

"Supplier" means i365, Inc., the third party provider of the Licensed Software.

"System" means the computer hardware and software (including, without limitation, the Licensed Software and other software applications, software interfaces, operating system and databases), data storage and all other resources (including, without limitation, telecommunications equipment) used by Fiserv/Supplier to make Licensed Software and Client Data available to, and usable by, Client via the Internet.

"Term" has the meaning set forth in Section D1.

"Transfer Appliance" means an Appliance leased or purchased by Client as a part of the Premium Data Transfer Services and used to transport Client Data from Fiserv/Supplier to Client or Client to Fiserv/Supplier.

B. Delivery and Shipping

1. Licensed Software. All Software, except third party Software that is part of an appliance, will be made available to Client for download. Delivery will be Ex Works, premises of Supplier; as such term is defined by Incoterms 2000 as published by the International Chamber of Commerce. Following acceptance of Fiserv's order, Fiserv or Supplier will provide Client with the software key(s) necessary for Client to use the Licensed Software, and Client can download the Licensed Software from the website of Supplier. The Licensed Software is deemed to be delivered upon Fiserv or Supplier providing to Client the software key. License keys are not transferable.

2. Appliances and Hardware. Fiserv or Supplier shall deliver the Appliance or Hardware to Licensee as soon as practicable upon acceptance by Supplier of Fiserv's order for the Appliance or Hardware unless another delivery date is set forth in Attachment 2 or the parties agree otherwise in writing. Shipping fees are not included in the price of the Hardware or Appliance and are the responsibility of Client. Title to the Hardware, including any Appliance, and risk of loss and damage will pass to Client when Fiserv or Supplier delivers the Hardware to the carrier selected by Client. If Client is leasing the Appliance or Hardware, title to the Appliance or Hardware will remain with Fiserv or Supplier at all times.

3. Services. Delivery of Services will begin on the Service Effective Date. Professional Services are deemed to be delivered upon completion by Fiserv or Supplier of the Services.

4. Product Acceptance. All Products are deemed accepted upon delivery.

C. Fees and Payment

1. Fees. Client shall pay to Fiserv the Fees due hereunder in accordance herewith, including as set forth in Attachment 2. Fees for additional products and services, including, without limitation, data seeding, data restoration and data deletion may also apply. In addition, Client shall reimburse Fiserv or Supplier for any expenses incurred in the performance of Professional Services. Except as specifically set forth in this Agreement, all Fees are non-refundable. All Fees are due and payable 30 days from invoice receipt. Fiserv shall have the right to withhold all Subscription Services if Client fails to pay timely.

2. Maintenance Fees. The initial maintenance Fees for the Software licensed under this Exhibit are set forth in Attachment 2. Maintenance Fees will adjust annually during the Term to Fiserv's then current fees for maintenance. Maintenance Fees are payable annually in advance of each anniversary date of the Service Effective Date.

D. Term and Termination

1. Term. The term of this Exhibit will commence upon the Service Effective Date and will continue for the period set forth in Attachment 2 (the "Term"), unless earlier terminated in accordance with the provisions of this Exhibit. Upon expiration of the initial term and any renewal term, the term will automatically renew for additional one (1) year terms unless either party notifies the other of its intention not to renew at least ninety (90) days prior to the renewal date.

2. Termination by Supplier. In the event Fiserv's agreement with Supplier terminates for any reason, Fiserv may terminate the license to use the Licensed Software.

3. Termination Fee. In the event of termination of this Exhibit for any reason other than by Client pursuant to breach by Fiserv of this Exhibit or of the Agreement, Client shall pay to Fiserv (i) the greater of (A) any applicable termination for convenience fee, or (B) the Subscription Services Termination Fee, plus (ii) a data deletion fee based upon the amount and format of the data to be deleted.

4. Product Transition. During the term of this Exhibit, Fiserv may provide written notice to Client that it is offering a product and/or service of substantially similar functionality and use as all or any portion of the Software provided herein. Following such notice, either party may elect to transition Client to such product or service, subject to (i) providing the other party with written notice at least 90 days prior to such transition and (ii) Fiserv and Client entering into a separate agreement for such product and/or service.

E. Software License

1. Third Party Software and License Fees. The Software is hereby licensed to Client in perpetuity in exchange for Client's payment of the license Fees set forth on Attachment 2. Restrictions, if any, on the manner and method of use and on such matters as the number of servers and workstations, the number of users and usage volume are as set forth herein and on Attachment 2. Client acknowledges the Licensed Software is third party software provided hereunder without warranty by Fiserv and the license thereof is subject to acceptance by Supplier of Fiserv's order for such Licensed Software. If the order is not accepted

by Supplier, then Client is not responsible for paying for the Licensed Software and Fiserv is relieved of liability for providing the Software and services contained in Attachment 2.

2. License Fee Payment Schedule. All license Fees set forth in Attachment 2 shall be paid by Client in accordance with the schedule set forth in Attachment 2.

3. Additional License Terms. Client agrees to comply with the additional license terms set forth on Attachment 1.

4. Client Responsibilities. Client is responsible for providing all hardware systems necessary to support the Software and for implementing reasonable security and environmental precautions for use of the Software. Client is responsible for all communication and other costs associated with the use of the Software.

F. Services

1. Provision of Service. Commencing on the Service Effective Date, Fiserv will provide to Client that level and type of Subscription Service, including support services, set forth on Attachment 2. For all levels of the Subscription Services, Fiserv shall provide online access to Client Data for restoration and recovery purposes; however, Fiserv reserves the right to physically ship to Client the backup data on a mobile device within twenty-four (24) business hours.

2. Software License. As a part of the provision of the Subscription Services, the End-User Client Software must be installed on Client's Systems and Client must access the Licensed Software running on Fiserv's systems via the Internet. Subject to the terms and conditions of the Agreement, (a) the End-User Client Software is for use solely in connection with Fiserv's provision of the Subscription Services; and (b) Client may access and use the Licensed Software via the Internet solely for Client's own internal business purposes.

3. Client Responsibilities. Client is responsible for all Internet, communication and other costs associated with the use of the Subscription Services. Client is responsible for implementing reasonable security and environmental precautions to ensure a high level of system availability and data protection and recovery.

4. Offsite Replication Service.

a) Required Software. During the term of Client's Offsite Replication Service identified in Attachment 2, Client must use the Licensed Software in its local environment, including the Active, Local Vault that is backed up to the Passive Vault, and purchase support services for such Software. Client shall install all maintenance releases for the Software in a timely manner. The Software and Support Services are subject to separate fees as set forth in Attachment 2.

b) Passive Vault. Only a single active, local vault can be replicated to a single Passive Vault. All data replicated to the Passive Vault must be encrypted by Client using the encryption feature in the Licensed Software. Further, Client agrees that it will not install and run any software on the Passive Vault without the prior written consent of Fiserv or Supplier. Client is responsible for managing the Passive Vault, including, without limitation, configuration of the system in accordance with Fiserv's recommendations, application and activation of required licenses, monitoring of backup and restore processes, scheduling and monitoring of optimization processes, setup and monitoring of the replication process and initiation of the EVault Director software failover and fallback processes. In addition, Client is responsible for setup of the network connections at the location of the local, active vault required to support replication activities and maintaining sufficient available bandwidth as needed to allow ongoing replication of Client Data.

5. Professional Services.

a) Statements of Work. Client and Fiserv may enter into a Statement of Work that describes any Professional Services to be performed by Fiserv. If there is a conflict between this Exhibit and a Statement of Work, the relevant provisions of this Exhibit will control unless the Statement of Work expressly states otherwise. Following signing of a Statement of Work, Client may request changes to the scope of the Professional Services by sending to Fiserv a Change Request. Fiserv will review the Change Request and notify Client in writing of any financial or schedule change required to implement the Change Request. The Change Request will not be binding unless agreed to in writing by both parties.

b) Location of Performance. Fiserv/Supplier may perform the Professional Services at Fiserv's, Supplier's or Client's place of business, at Fiserv's option. Fiserv will have sole discretion to determine the personnel assigned to perform the Professional Services.

c) Access. Client shall provide Fiserv/Supplier personnel with the necessary access to hardware and other systems as needed to perform the Professional Services. Client warrants that it owns all right, title and interest in and to, or has full and sufficient right and authority to use in the manner contemplated by this Exhibit and any Statement of Work, any hardware, software, programming, materials or data furnished or made available by Client to Fiserv in connection with Fiserv's/Supplier's performance of Professional Services.

6. Additional Services. Any additional services may be provided by Fiserv or Supplier if set forth on Attachment 2 or in an amendment hereto.

G. Appliances and Hardware

1. Appliance Hardware Purchase and Appliance Software License. Subject to the terms and conditions of the Agreement, Client hereby purchases the "Appliance Hardware", if any, identified on Attachment 2, from Fiserv. The Appliance Hardware will be pre-configured by Fiserv/Supplier to include the Appliance Software.

2. Premium Data Transfer Services.

a) Lease Option. Notwithstanding Section G1 above, Client may lease a Transfer Appliance from Fiserv, as set forth in Attachment 2. In such case, Fiserv grants to Client a nonexclusive, nontransferable license to use the Transfer Appliance for that purpose set forth in Attachment 2, and Client shall use the Appliance Hardware exclusively with the Appliance Software. In such case, the Appliance Hardware may be new or refurbished equipment.

b) Shipping. If Client is using the Premium Data Transfer Services to seed its data files on the vaults of Fiserv or Supplier, Fiserv/Supplier will deliver the Transfer Appliance to Client, which will copy such data onto the Transfer Appliance and return the Transfer Appliance to Fiserv. If Client is using the Premium Data Transfer Services to restore lost data, Fiserv or Supplier will copy Client's data from its vaults onto the Transfer Appliance and send the Transfer Appliance to Client. Fiserv will provide such data to Client in the state that Client stores such data on the vaults of Fiserv or Supplier, e.g., backed up data that has been encrypted by Client will be delivered to Client by Fiserv in encrypted format. Client shall comply with all instructions from Fiserv/Supplier regarding shipping of the Transfer Appliance and copying of Client data to or from the Appliance Hardware. Client shall encrypt all data that it copies onto the Transfer Appliance. If Client is leasing the Transfer Appliance, Client shall return the Transfer Appliance to Fiserv or Supplier promptly following completion of the data restoration. If Client fails to return the Transfer Appliance to Fiserv or Supplier within two (2) weeks following the completion of the data restoration, Client agrees to pay Fiserv four-thousand five hundred U.S. dollars (US \$4500) upon receipt of invoice and may retain the Appliance Hardware; provided, however, that Client has no right to continue to use the Appliance Software.

3. Express Recovery Appliance.

a) Monthly Management Fee. Use of any Express Recovery Appliance identified in Attachment 2 is subject to a monthly management fee. Commencing on the Service Effective Date, Fiserv will provide

to Client management services, including Support Services, with respect to the Appliance Software on the Express Recovery Appliance. If the initial term is two (2) years, following expiration of the initial term, the term of the Express Recovery Appliance will be automatically renewed for a subsequent two (2) year term unless one of the parties notifies the other of its intent not to renew at least thirty (30) days prior to the expiration date of the initial term. Notwithstanding anything to the contrary in this Agreement, upon the fourth anniversary of the Service Effective Date, Client will be required to purchase replacement Appliance Hardware at Fiserv's then current list price.

b) Data Vaulting Services Subscription. With respect to each Express Recovery Appliance, Client must subscribe to the Data Vaulting Services, to which a separate fee applies. Client will use the End-User Client Software licensed under the Subscription Service and the Appliance Software to backup its data to the Appliance Hardware. The data backed up to the Appliance Hardware will then be replicated by Supplier and stored using the Data Vaulting Services purchased separately by Client. The vault size, vault specifications and retentions purchased by Client as a part of the Express Recovery Appliance are set forth in Attachment 2.

c) Client Obligations. Client must seed its data on the system either over the wire or, if Fiserv determines that Client does not have sufficient bandwidth to complete the seeding within an acceptable amount of time, via a Transfer Appliance. If a Transfer Appliance is required, Client shall pay that fee for such service as set forth in Attachment 2. Client understands and agrees that it must keep the Appliance Hardware plugged in, powered on and connected to the Internet at all times during the Term in order to receive Maintenance Releases and New Versions of the Appliance Software, as applicable, and implement reasonable security and environmental precautions for use of the Express Recovery Appliance. Client is responsible for all communication and other costs associated with the use of the Express Recovery Appliance.

H. General Provisions

1. Security and Encryption. Client shall use the front-end, over-the-wire, and at-rest encryption features in the Products to encrypt any and all Client Data that is provided to Fiserv, including, without limitation, data transferred over the Internet or via a Transfer Appliance or other media. Client shall indemnify and hold Fiserv harmless from any loss, liability or claim arising from Client's failure to encrypt Client Data.

2. Backing Up Data and Agent Monitoring. Client is solely responsible for creating backup jobs, performing regular backups, and monitoring all backup activity by reviewing backup notifications via CentralControl software or other tool. Client shall report to Fiserv any errors or failures in executing such backups promptly by web submission, e-mail or telephone.

3. Client agrees to comply with the terms set forth on Attachment 1 to this Exhibit. The terms set forth in Attachment 1 are required by Supplier and may not be modified.

4. In the event of a conflict between the terms of the Agreement and this Exhibit, this Exhibit shall control.

Additional Terms and Conditions

1. Transmission of Client Data. Notwithstanding anything in the Agreement or this Exhibit to the contrary, Client is hereby authorized to use the Subscription Services provided to Client under this Exhibit to send Client Data to Client's vault for back-up purposes. Client agrees that it will not install and run any software on the vault without the prior written consent of Fiserv or Supplier, as applicable.

2. Software Keys. Following acceptance of Fiserv's order, Supplier will provide Client with the software key(s) necessary for Client to use the Licensed Software after which Client can download Licensed Software from the website of Supplier or any subcontractor of Supplier, if designated by Supplier. The Licensed Software is deemed to be delivered upon Fiserv or Supplier providing to Client the software key.

3. Third Party Software. Notwithstanding anything in the Agreement or this Exhibit to the contrary, any software owned by a third party other than Supplier and contained in the Licensed Software or Appliance Software is subject to the terms and conditions of any end user license agreement accompanying such software and/or posted on Supplier's website.

4. Technical Support. Fiserv provides its clients who purchase software maintenance or Subscription Services with the following support services:

- a) Support Levels. Fiserv will provide first level support to Client and Supplier will provide second level. Fiserv and Supplier shall use commercially reasonable efforts to determine the source of technical support issues, and to remedy the issue.
- b) Support Services. Standard support of Products includes: (a) assistance related to questions on the installation and operational use of the Licensed Software and services; (b) assistance in identifying and verifying the causes of suspected errors in the Licensed Software and services; (c) providing workarounds for identified errors or malfunctions in the Licensed Software, where reasonably available.
- c) Availability. Support Services will be available from 7:00 am to 6:00 pm Central Time, Monday through Friday, excluding holidays. After hours support for critical issues, such as disaster recovery and software failure, will be available 24x7x365.

5. Client's Data. Client agrees that it is solely responsible for the content of all communications it makes while using Client's account and all Client Data it processes using the Subscription Services. Client agrees that it and its employees will not use the Subscription Services to communicate any message or material that (a) is known, or reasonably should be known, to be libelous, harmful to minors, obscene or constitutes pornography; (b) is known, or reasonably should be known, to infringe the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or (c) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation. Client is solely responsible for the collection, accuracy, currency, quality, legality, completeness and use of Client Data that is processed using the Products stored on the System, or disclosed to or used by Client or its users in connection with the Licensed Software.

6. Associated Costs. Client is responsible for all Internet, communication and other costs associated with the use of the Subscription Services. Client is responsible for (a) implementing reasonable security and environmental precautions to ensure a high level of system availability and data protection and recovery and (b) encrypting all Client Data via the front-end, over-the-wire, and at-rest encryption features in the Products.

7. Passwords. Client and its employees will access the Client's vault by means of a specific account and passwords created by Client. Fiserv encourages Client to change the passwords periodically. In addition,

Client will designate its own key for the encryption of Client Data; if Client loses its encryption key, it may not be able to access its data. Client is solely responsible for the confidentiality and use of its passwords, encryption key and the Client vault. In no event will Fiserv or Supplier be liable for any loss of Client Data or other claims to the extent the same arose from unauthorized access to the Client's vault by obtaining a password or encryption key caused by a negligent or an intentional act or omission of Client.

8. Notice of Claim. Client shall promptly notify Fiserv in writing of any legal action related to infringement or any injury or damage arising or related to the Software of which Client becomes aware.

9. Defects. Client shall notify Fiserv in writing of any defects or issues in any of the services (including professional services and maintenance services) within 20 days after receipt of such services. In the event of any defects or issues with such services, Client's sole remedy is correction of such service.

10. International Trade Compliance. The Software licensed or provided under the Exhibit, and the transactions contemplated by the Exhibit, which may include technology and software, are subject to the customs and export control laws and regulations of the United States and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured, received or used. Further, under U.S. law, the Software available under the Exhibit may not be sold, leased or otherwise transferred to restricted countries, or used by a restricted end-user or an end-user engaged in activities related to weapons of mass destruction including, without limitation, activities related to designing, developing, producing or using nuclear weapons, materials, or facilities, missiles or supporting missile projects, or chemical or biological weapons. Client will comply with these laws and regulations and shall ensure that any person to which Client requests Fiserv to route Software directly has been made aware of the associated export controls.

11. Information Security. Client shall use the encryption feature of all Software and encrypt any and all Client Data, including without limitation, "protected health information" in 45 CFR §160.103, nonpublic personal information, Client Information, member information and consumer information, and Personal Information (as defined in the Massachusetts Personal Information Protection Law). Client releases, discharges, and shall indemnify and hold harmless Fiserv and its employees, officers, directors, agents, and Affiliates from any and all liability, damage, or other loss under the Exhibit, including this Attachment 1, or otherwise suffered by or through Client or suffered by any of the indemnified entities arising out of Client's failure to encrypt.

12. Fiserv hereby consents to Client storing one copy of any Fiserv software licensed to Client using the Software in the Client's vault.



Data Vaulting

Cincinnati Federal Savings & Loan Assn
 6581 Harrison Avenue
 Cincinnati, OH 45247

Client Contact
 Herb Brinkman
 hbrinkman@cincinnati-federal.com
 (513) 347-2290

March 1, 2012

Product Number	Description	Charge Type	Item Price	Qty	Extended Price	Annual Support & Maintenance
901300	Data Vaulting Service • Term: Co-terminus with Master (6/30/2019) • Vault Storage Included: 125 GB • Additional \$3.00 fee applied per GB over 125 GB	Per Month	\$3.00	125	\$375.00	n/a
901303	Agent for MS Windows (Server & Desktop)	One-Time	\$0.00	1	\$0.00	n/a

Total Monthly Fees: \$375.00

NOTES:

- All pricing and storage requirements represent estimates based upon data provided by the client in the Environmental Assessment Form.
- Vault storage is based upon the actual data selected, retention requirements and the average rate of data change.
 Total vault storage may vary depending upon the actual daily rate of data change that occurs.
- Data Vaulting Service requires internet connectivity.
- Any products or services requested beyond those outlined above may result in additional charges.
- Shipping charges for Express Recovery Appliance and portable seeding device billed separately.

CLIENT'S INITIALS: _____

DATE INITIALED BY CLIENT: _____

FISERV'S INITIALS: _____

DATE ACCEPTED BY FISERV: _____

Equipment Exhibit to Master Agreement

1. Equipment. Components of hardware being purchased by Client through Fiserv are described in each Schedule attached hereto and executed by the parties ("Equipment"). Client understands that Fiserv is acting as an independent sales organization representing each manufacturer or supplier (each, a "Supplier") identified in each Schedule. Supplier may substitute equipment of equivalent or superior functionality and performance in the event any of the Equipment ordered is not available at the time of shipment.
2. Payment. Client shall pay Fiserv 50% of the total price for Equipment specified in each Schedule upon execution of such Schedule, and 50% upon delivery of Equipment to the site or sites designated on each Schedule (collectively, "Installation Site"). Client shall be responsible for all freight charges associated with shipment of Equipment from Supplier or Fiserv, as the case may be, to the Installation Site. In the event of any price increase by a Supplier, Fiserv shall accordingly increase the prices for Equipment.
3. Fiserv Obligations. The ability of Fiserv to obtain Equipment may be subject to availability and delays due to causes beyond Fiserv's control. Fiserv shall promptly place any orders submitted under this Exhibit with each Supplier and shall, at Client's direction, request expedited delivery whenever available.
4. Insurance. Client shall be responsible for appropriate property insurance for all Equipment, whether Client-owned or Fiserv-owned, within Client's premises.
5. Delivery and Installation. (a) Delivery. On Client's behalf, Fiserv shall arrange for delivery of Equipment to the Installation Site on or about the date requested by Client ("Delivery Date"). In the absence of shipping instructions, Fiserv shall select a common carrier on Client's behalf.

(b) Installation. Fiserv shall arrange for the installation of the items of Equipment for the installation fees listed on each Schedule. Client shall not perform any installation activities without Fiserv's written consent. Fiserv or its designee shall have full and free access to Equipment and the Installation Site until installation is completed. If a suitable installation environment is not provided by Client, then Fiserv shall be required to perform only as many normal installation procedures as it deems to be practicable within the available facilities. Installation of Equipment will take place during normal Fiserv business hours, Monday through Friday, exclusive of Fiserv holidays, unless otherwise agreed by Fiserv.

(c) Installation Environment. Client shall provide a suitable installation environment for Equipment as specified by Fiserv or its agents and any and all other specifications provided to Client by Supplier or Fiserv. Unless Fiserv agrees to so provide, Client shall also be responsible for (i) furnishing all labor required for unpacking and placing Equipment in the desired location for installation; and (ii) physical planning including, but not limited to, floor planning, cable requirements, and safety requirements in accordance with the installation manual and any and all applicable building, electrical, or other codes, regulations, and requirements. All such physical planning shall be completed on or before the Delivery Date
6. Shipment and Risk of Loss. All prices shown on each Schedule are F.O.B. Supplier's plant. All transportation, rigging, drayage, insurance, and other costs of delivery of Equipment to the Installation Site shall be paid by Client. Risk of loss shall pass to Client upon shipment.
7. Title to Equipment. Title to all Equipment shall remain with Supplier or Fiserv, as the case may be, until all payments are made by Client and, until such time, Client agrees that it shall not sell, transfer, pledge, or otherwise dispose of such items without Fiserv's prior written consent.
8. Security Interest. Client grants Fiserv a security interest in each component Equipment and the proceeds thereof until the purchase price due Fiserv is paid in full. Client shall execute any instruments or documents Fiserv deems appropriate to protect the security interest and, in any event, this Exhibit shall constitute a financing agreement within the meaning of Article 9 of the Uniform Commercial Code and a copy of this Exhibit may be filed at any time after signature by Fiserv as a financing statement for that purpose. In the event of default in payment or other breach by Client, Fiserv shall have all rights and remedies of a secured creditor upon

default as provided by applicable law. Fiserv shall, at its sole expense, file releases for any financing statements recorded pursuant to this Exhibit promptly upon receipt of final payment.

9. Acceptance. Equipment shall be deemed to have been accepted when it has passed either Fiserv's or Supplier's standard post-installation test procedures at the Installation Site.

10. Warranties. Fiserv warrants that Client will acquire good and clear title to all hardware items comprising Equipment free and clear of all liens and encumbrances. Fiserv assigns to Client all warranties Supplier has granted to Fiserv with respect to Equipment as set forth in each Schedule. Client agrees to all of the terms and conditions applicable to those warranties and acknowledges that:

(i) neither Supplier nor Fiserv warrants that use of Equipment will be uninterrupted or error free; and

(ii) Supplier's warranties, and the assignment of such warranties by Fiserv to Client, shall not impose any liability on Fiserv due to the services or assistance provided to Client by Fiserv with respect thereto.

11. Liability. Notwithstanding the limitation of liability provisions set forth in the Agreement, Fiserv's aggregate liability for a default relating to Equipment shall be limited to the amount paid by Client to Fiserv for the applicable Equipment.

January 7, 2013

Mr. Herbert C. Brinkman
Chief Financial Officer
Cincinnati Federal Savings & Loan Association
6581 Harrison Avenue
Cincinnati, OH 45248

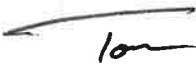
Dear Herb,

We value your business and appreciate the opportunity to strengthen our partnership with you. Attached is your Amendment for the Revision to the Agreement's Annual Adjustment.

As we move forward together, we're committed to helping you face the challenges and take advantage of the opportunities our industry offers. Thank you again for your confidence in us. We will work hard to ensure that confidence is rewarded.

If I can be of any assistance, please do not hesitate to call me at 262-879-5175.

Best Regards,



Tom McBride
Fiserv
President, Bank Solutions



AMENDMENT 1 TO AGREEMENT

AMENDMENT 1 dated as of November 7, 2012 ("Amendment") between Fiserv Solutions, Inc., a Wisconsin corporation with offices located at 255 Fiserv Drive, Brookfield, Wisconsin 53045 ("Fiserv"), and Cincinnati Federal Savings & Loan Association with offices located at 6581 Harrison Avenue, Cincinnati, Ohio 45247 ("Client"), to the Agreement dated February 28, 2012 between Fiserv and Client (as amended through the date hereof, the "Agreement").

WHEREAS, Fiserv and Client entered into the Agreement for Fiserv's provision of account processing services to Client; and

WHEREAS, Fiserv and Client wish to amend the Agreement.

NOW, THEREFORE, Fiserv and Client hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings assigned them in the Agreement.
2. The following "Section 10 (a) Additional Fee Provisions." of the ASP Services Exhibit is hereby revised as follows
Annual Adjustment. Fiserv's fees for Services may be increased annually effective each March 1 beginning in the year 2013 upon 30 days' notice to Client. Each increase shall be limited to the increase in the U.S. Department of Labor, Consumer Price Index for All Urban Consumers ("CPI") for the most recently available 12-month period preceding such 30-day notice period, not to exceed 2%.
3. Amendment. This Amendment is intended to be a modification of the Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date indicated below.

For Client:

For Fiserv:

Cincinnati Federal Savings & Loan Association

FISERV SOLUTIONS, INC.

By: [Signature]

By: [Signature]

Name: HERBERT C. BRINKMAN

Name: Thomas J. McBride

Title: CHIEF FINANCIAL OFFICER

Title: President - Bank Solutions

Date: NOVEMBER 12, 2012

Date: 12/7/12

August 2, 2013

Mr. Herbert C. Brinkman
Chief Financial Officer
Cincinnati Federal Savings & Loan Association
6581 Harrison Avenue
Cincinnati, OH 45247

Dear Herb,

Thank you for your decision to add Mobiliti Services Schedule to your solution set from Fiserv. We take pride in offering our clients ways to help you be more productive, profitable and improve the service you provide your customers.

With your recent addition of Mobiliti, you gain much more than another product from Fiserv. You gain the support, experience, and commitment of our entire organization. We value your business and appreciate the opportunity to strengthen our partnership with you.

As our industry continues to evolve, we're committed to helping you face its challenges and take advantage of the opportunities it offers. Thank you again for your confidence in us. We will ensure that confidence is rewarded.

If I can be of any assistance, please do not hesitate to call me at 262-879-5175.

Best Regards,



Tom McBride
Fiserv
President, Bank Solutions



AMENDMENT 2 TO AGREEMENT

AMENDMENT 2 dated as of May 15, 2013 ("Amendment") between Fiserv Solutions, Inc., a Wisconsin corporation with offices located at 255 Fiserv Drive, Brookfield, Wisconsin 53045 ("Fiserv"), and Cincinnati Federal Savings & Loan Association with offices located at 6581 Harrison Avenue, Cincinnati, Ohio 45247 ("Client"), to the Agreement dated February 28, 2012 between Fiserv and Client (as amended through the date hereof, the "Agreement").

WHEREAS, Fiserv and Client entered into the Agreement for Fiserv's provision of account processing services to Client; and

WHEREAS, Fiserv and Client wish to amend the Agreement.

NOW, THEREFORE, Fiserv and Client hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings assigned them in the Agreement.
2. Additional Deliverables. The Mobiliti Services Schedule attached hereto is hereby added to the Agreement for Fiserv's provision of such Deliverables to Client:
3. Installation Provision. Client understands and agrees that no installation date will be assigned until a contract is executed. If the installation date is delayed at client's request a fee equal to 25% of the implementation fee will be invoiced to offset the lost implementation team hours. If client cancels installation, a fee equal to 50% of the implementation fee will be invoiced.
4. Amendment. This Amendment is intended to be a modification of the Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date indicated below.

For Client:

Cincinnati Federal Savings & Loan Association

By: [Signature]

Name: HERBERT C. BRIDEMAN

Title: CHIEF FINANCIAL OFFICER

Date: JUNE 4, 2013

For Fiserv:

FISERV SOLUTIONS, INC.

By: [Signature]

Name: Thomas J. McBride

Title: President - Bank Solutions

Date: 6/21/13

Mobiliti Services Schedule to ASP Services Exhibit

1. Description of Services. Subject to the terms as stated in this Schedule, Fiserv agrees to provide to Client the following services:

1.1 Fiserv Responsibilities.

(a) General Description. The services (the "**Mobiliti Services**") are a single platform, financial institution centric, mobile offering comprised of one or more of the following distinct access modes, depending upon the scope of Client's selection and payment of fees for the following modes:

- "**Short Message Service**" or "**SMS**" (text messaging) means a messaging service using a text message format which allows users of mobile phones with a carrier-assigned mobile phone number, to send and receive simple text messages to each other, usually limited to one hundred sixty (160) characters. For purposes of this Schedule, SMS refers to using such technology for mobile banking services.
- "**Mobile Browser**" means a secure application that allows users to access information, particularly Internet content, via mobile phones with a carrier-assigned mobile phone number and, for the purposes of this Schedule, refers to using such technology for mobile banking services by accessing Client's banking services.
- "**Downloadable Mobile Application**" or "**DMA**" means an application (a) resident on mobile phones with a carrier-assigned mobile phone number; (b) that supports connectivity and transactions with a single financial institution; and (c) that typically allows a consumer to use mobile banking services. The distribution of marketing or advertising information shall not, in any event, be deemed to be a feature of Downloadable Mobile Application.
- "**Tablet Application**" or "**Tablet**" means an application (a) designed specifically to be resident on certain tablet-like mobile devices as identified on Fiserv's current certified device list; (b) that supports connectivity and transactions with a single financial institution; and (c) that typically allows a consumer to use mobile banking services. The distribution of marketing or advertising information shall not, in any event, be deemed to be a feature of Tablet Application.

Fiserv will provide the Mobiliti Services to users who have been approved for enrollment pursuant to procedures agreed to between Fiserv and Client. Fiserv will provide:

- hardware and software contained in the Fiserv System necessary to host the Mobiliti Services for Client, including the requisite facilities, security and support required for solution operation;
- a standard enrollment mechanism; and
- customer care tools.

(b) Hours. Fiserv will use reasonable efforts to make the Mobiliti Services available to Client 24 hours a day, 7 days a week, subject to scheduled maintenance, scheduled downtime, and causes beyond the reasonable control of Fiserv.

(c) Features and Functions of the Mobiliti Services. The Mobiliti Services will provide the following functionality: a mechanism to provide banking transactions such as balance inquiries, transaction history and funds transfers; and, a mechanism to provide payments as implemented within the Fiserv System to which the Mobiliti Services are integrated. The features and functionality of the Mobiliti Services will be identified in implementation documentation. Fiserv will configure the Fiserv System to enable Client to provide the Mobiliti Services to its users as mutually agreed upon in the implementation documentation.

(d) Interface with Other Products. The interface of the Mobiliti Services with any other products or services is subject to the terms and conditions related to the particular interface, as and when mutually agreed in writing between the parties.

(e) Training. Fiserv will provide a one-time training session on the Mobiliti Services to Client's trainers (in a 'train the trainers' environment) during the first year of the initial term of this Schedule. Client's trainers will be responsible for training Client's associates and/or users. Training will include Mobiliti Services registration and self service applications, as well as training on the Mobiliti Services customer care tool. If any training hereunder is not performed at a Fiserv location, Client will also pay for travel and other appropriate expenses for Fiserv personnel involved in such training.

(f) Support

038tMobiliti Services Schedule 5 15 13

Pricing valid if amendment executed by July 31, 2013 and installed by December 31, 2013

Page 2

(i) Fiserv, or its affiliates or agents, will provide support to Client as set forth in this Schedule, and Client is responsible for first tier support to its users. Fiserv will log an initial technical support inquiry from Client and initiate the troubleshooting process. Client agrees to provide all end user technical support and Fiserv will provide second level technical support to Client's support representatives during the days and times set forth in the Agreement, unless otherwise agreed upon by the parties. Technical support, as referred to herein, means Fiserv will take an initial technical support inquiry from Client and initiate the troubleshooting process. Fiserv will use commercially reasonable efforts to determine the source of support issues and to remedy the issues.

(ii) In the event Client uses any third party software, system, or product in its back office environment, Client shall be required to maintain compatibility between such third party software, system or product with the Fiserv System for no less than the current and last prior version of the Fiserv System. Fiserv shall have no obligation to maintain or support any version of the Fiserv System or any software provided to Client other than the current and last prior version.

(iii) Fiserv will perform its standard quality assurance processes for Client, which includes verification of the most common mobile handsets used by users to access the services integrated into the Mobiliti Services. From time-to-time, and as necessary, Fiserv will provide updates to the list of certified mobile handsets.

(iv) Fiserv will not be required to provide on-site support services. Fiserv reserves the right to charge Client on a time and materials basis if Client requests and Fiserv agrees to perform support services outside of its designated responsibilities and obligations under this Schedule.

(v) For purposes of this Schedule, "time and materials basis" means at Fiserv's then current standard hourly rate for the applicable services plus Fiserv's out-of-pocket expenses reasonably incurred in connection with performing the services including, but not limited to, air travel, local transportation, hotel rooms, meal expenses and communication costs. Support services shall commence upon the date of implementation of the Mobiliti Services for use by Client's users.

(g) SMS Services. With respect to Client's receipt of SMS Services from Fiserv, the following terms and conditions shall apply:

(i) For purpose of this Section and all terms of this Schedule regarding SMS Services:

"Content" means information, text, data, color or black and white images.

"End Users" means Client's authorized subscribers.

"MO" means mobile originated messages and commonly referred to as inbound text messages, such as an End User requesting an account balance inquiry.

"MT" means mobile terminated messages and commonly referred to as outbound text messages, such as an account balance inquiry response.

"Short Code" means a combination of fewer than ten digits to which End Users can direct text messages from their wireless equipment and which a carrier translates into a valid SMPP address for delivery to the Service Provider or its affiliates in order for End Users to order and/or receive mobile Content.

(ii) Fiserv shall provide Client with certain SMS Services as described below ("**SMS Services**") for Client's offering of the SMS Services to United States resident End Users. To the extent an End User has a plan with a carrier that provides for access and use of the SMS Services with their wireless devices while such End User is outside of the United States, such access and use of the SMS Services is permitted under this Schedule. At Fiserv's sole discretion, Fiserv may directly (or through an Affiliate) provide the SMS Services or may utilize one or more third party SMS aggregation service providers (each a "**Service Provider**") which have entered into binding agreements with Fiserv for the provision of all or some of the SMS Services as described herein. Fiserv shall provide Client with no less than 90 days notice in the event that Fiserv changes Service Providers in a manner that necessitates changes to Client's implementation. In the event that Fiserv changes Service Providers or makes SMS Services available to Client directly with or without the use of a Service Provider, Client shall be entitled to receive SMS Services on terms no less favorable than those stipulated hereunder. Fiserv may where feasible and expedient provide direct access to Service Provider personnel and/or systems, however, Fiserv shall remain ultimately responsible for the performance of Service Provider.

SMS Services shall be inclusive of the following:

- A hosted network service that supports the use of Short Codes for two-way delivery of MO and MT SMS messages via mobile devices supported by the Mobiliti Services.
- Connectivity between Fiserv, Service Provider and Client via agreed upon access methods.
- Keyword based routing (assignment of unique short terms to equate to a common and supported function, such as "bal" to obtain customer's account balance).
- Access to online SMS message transaction history.
- Delivery of MO and MT messages via Service Provider's connectivity to the then current, standard wireless carriers supported by Service Provider.

(iii) Notwithstanding anything set forth in the Agreement or this Schedule, the additional terms and conditions set forth on Appendix 1, attached hereto and made a part hereof, shall apply to the SMS Services provided pursuant to this Schedule. These additional terms and conditions are required by Fiserv's third party subcontractor and therefore may not be modified by Client. In the event of a conflict between Appendix 1 and the Agreement, the more restrictive provision shall control.

1.2 Client Responsibilities.

(a) In connection with its receipt of the Mobiliti Services, Client shall comply with, and shall ensure that its employees and subcontractors comply with, the terms of the Acceptable Use Policy attached hereto as Appendix 2, and made a part hereof.

(b) Client shall be responsible for ensuring that as a pre-condition to Client's users' use of the Mobiliti Services, Client's users receive and agree to a policy in a form substantially similar to the Supplemental Terms and Conditions for Mobiliti Services attached hereto as Appendix 3 and made a part hereof. Fiserv shall incorporate the terms of Appendix 3 into the Fiserv System. Fiserv shall incorporate additional terms and conditions Client determines appropriate upon notice to Fiserv, including any terms to customize Appendix 3 to be applicable to Client.

(c) Client acknowledges and understands that the Mobiliti Services may be subject to unavailability due to congestion or overload on public circuits supplied by third parties or due to downtime by such third parties.

(d) Client will provide Fiserv with all information needed by Fiserv to enable Fiserv to configure the Mobiliti Services for Client and its users.

(e) Client is, and shall remain, solely and exclusively responsible for any and all financial risks, including without limitation, insufficient funds, associated with each Client user accessing the Mobiliti Services. Fiserv shall not be liable in any manner for such risk.

(f) Client assumes exclusive responsibility for the consequences (i) of any instructions it may give to Fiserv, (ii) for Client's or its users' failures to access the Mobiliti Services properly in a manner prescribed by Fiserv, and (iii) for any information required for registration of a Client user or related to authentication of such user.

(g) Client will provide and make available to Fiserv appropriate management and technical personnel of Client who will work with Fiserv and will perform, on a timely basis, the activities referenced in this Schedule, the responsibility for which is required therein to be assumed by Client. In addition, Client will cooperate with Fiserv through making available such personnel, management decisions, information, authorizations, approvals and acceptances in order that Fiserv's performance of the Mobiliti Services may be properly, timely and efficiently accomplished.

(h) Client will complete and perform any and all validation procedures it determines, in its sole discretion, are necessary to authenticate the identity and ensure the financial integrity of a particular user.

(i) Client will comply with all operating instructions that are issued by Fiserv from time to time. Client agrees that it will use, and will instruct its users to use, the Mobiliti Services in accordance with such rules as may be established by Fiserv from time to time including as may be set forth in any materials furnished by Fiserv to Client. Client will be responsible for the supervision, management and control of its use of the Mobiliti Services, including without limitation, implementing sufficient procedures to satisfy its requirements for the security and accuracy of data. Fiserv is entitled to rely upon and act in accordance with any instructions, guidelines or information provided by Client which are given by persons having actual or apparent authority to provide such instructions, guidelines or information.

(j) Client acknowledges that it has certain notice requirements to its users in connection with its receipt of the Mobiliti Services. Client acknowledges and agrees that it is responsible for ensuring its users are provided with any applicable privacy disclosures prior to such user's enrollment and use of the Mobiliti Services. Client further acknowledges and agrees that it shall comply with all applicable laws, rules and regulations in connection with its receipt of the Mobiliti Services.

(k) Client agrees to ensure that its use and access to the Mobiliti Services is in compliance with all applicable laws and government regulations, and that its users receive adequate disclosure of the terms and conditions governing their use of the Mobiliti Services or their use of any other Client service used in conjunction with the Mobiliti Services.

(l) Client agrees to notify its users of all applicable rules and procedures (and changes therein) to be observed in connection with Client's users' use of the Mobiliti Services or their use of any other Client service used in conjunction with the Mobiliti Services.

(m) Client acknowledges and agrees that multiple financial institution customers of Fiserv may use the same Short Code. Mobile carriers may from time to time suspend access to the Short Code at the carrier's discretion for reasons including, but not limited to, violations of the AUP described in Appendix 2, even if Client is not the financial institution that caused the incident. Client agrees that neither Fiserv nor its service providers shall be liable in the event of any suspension as a result of a Short Code issue and/or suspension.

(n) Client agrees to fulfill the following obligations and if Client fails to fulfill its responsibilities, Fiserv will use commercially reasonable efforts to address issues caused by such failure on a time and materials basis and will not be obligated to address or circumvent such issues in any designated time frames:

(i) Maintenance and support of Client's core processor or online banking service and associated networks, unless such functions are provided by Fiserv or Fiserv's Affiliate and supported by the Mobiliti Services.

(ii) Overall security of Client's core processor, excluding the security provided by a Fiserv Affiliate, and data that resides on Client's core processor is the responsibility of Client, unless it is otherwise agreed to in writing by the parties.

(iii) From time to time, Client may be required to provide Fiserv with a reasonable and acceptable number of production test accounts that have all available account types and functions represented in each one for resolution of support related issues.

2. Fees. Client shall pay Fiserv the fees identified in Appendix 4 attached hereto. Implementation fees are due upon execution of the Agreement or amendment thereof. User fees, monthly fees, and any applicable transaction fees will be billed to Client on a monthly basis once the Mobiliti Services are made available by Fiserv to Client. The initial fees for the first month of Client's use of the Mobiliti Services, other than implementation fees, will be pro-rated for the number of days less than the total number of days remaining in such first month.

3. Additional Terms. The following additional terms apply to the Mobiliti Services:

(a) Access. Client acknowledges that access to the Mobiliti Services shall be across public and private lines and that Fiserv has no control over such lines or the information available from non-Fiserv sources. Fiserv shall not be held responsible for any delays or missed delivery dates by a third party unless such third party is a subcontractor of Fiserv. Fiserv does not warrant that the Mobiliti Services will operate uninterrupted or error free.

(b) Trademark and Content License. Client hereby grants to Fiserv a non-exclusive, non-assignable right to use Client's trademarks, trade names, service marks, service names (collectively, "Trademarks"), and Client Content (as defined below) in connection with Fiserv's provision of the Mobiliti Services. Client will indemnify and hold harmless Fiserv, its officers, directors, employees, designated supplier, and affiliates against any claims or actions arising out of Fiserv's use of Trademarks and/or Client Content.

(c) Regulatory Compliance. Client shall not use the Mobiliti Services for any activities in violation of any laws or regulations, including without limitation, wrongful transmission of copyrighted material, sending of threatening or obscene materials, or misappropriation or exportation of trade or national secrets.

(d) Client Warranties. Client represents and warrants that (i) any work, content, or information ("Client Content") provided to Fiserv is either original or that Client has the legal right to provide such Client Content; and (ii) Client Content does not impair or violate any intellectual property or other rights of Fiserv or any third

party. Client will indemnify and hold harmless Fiserv, its officers, directors, employees, designated supplier, and affiliates against any claims or actions arising out of any breaches of the foregoing, or any improper use of information gathered through any co-branded site as part of the Mobiliti Services. Client acknowledges that Fiserv shall not monitor, review, or approve any Client Content.

(e) Term and Termination.

(i) Term. The term of this Schedule will be coterminous to the Master Agreement.

(ii) This Schedule shall immediately terminate upon the termination of the Agreement for any reason or upon the termination of the services with which the Mobiliti Services are integrated (e.g. core processing or online banking system), also for any reason.

(iii) Fiserv may terminate all or any portion of this Schedule upon notice to Client in the event Fiserv's agreement with any of its third party subcontractors terminates. Prior to such termination, Fiserv will use commercially reasonable efforts to replace such third party subcontractor.

(iv) During the term of this Schedule, Fiserv may provide written notice to Client that it is offering a product and/or service of substantially similar functionality and use as all or any portion of the services provided herein. Following such notice, either party may elect to transition Client to such product or service, subject to (A) providing the other party with written notice at least 90 days prior to such transition and (B) Fiserv and Client entering into a separate Schedule to the Agreement for such product and/or service.

(v) Upon any termination or expiration of this Schedule, Client shall continue to be responsible for any applicable data communications, messaging and modem fees until (A) all circuits are disconnected and the telecommunications company ceases invoicing Fiserv, and (B) Fiserv receives back all equipment supplied to Client by Fiserv.

(f) Market Adoption. Client agrees to assist Fiserv with certain marketing efforts associated with the Mobiliti Services. These efforts shall include a mutually agreed upon press release announcing selection of the Mobiliti Services, serve as a reference contact, share Client-developed mobile related materials and realized adoption rates, participate in joint marketing activities for Fiserv and Fiserv's Affiliates as reasonably requested, and other similar activities as the parties may mutually agree upon. In addition, Client agrees Fiserv may aggregate Client's non-personal user data and information relative to the use of the mobile banking products and services by Client's users and their mobile devices with similar data from other Fiserv customers for the purposes of enhancing Fiserv products and adoption techniques.

(g) In the event of a conflict between the terms of this Schedule and the Agreement, the terms of this Schedule shall control.

4. Client Branded DMA or Tablet. If Client elects to have Fiserv implement and support (a) a Client-branded version of the DMA in the Apple App Store and at Google Play and/or (b) the Tablet Application (which shall be client-branded), the additional fees and terms described in Appendices 4 and 5 to this Schedule shall be applicable and incorporated herein. If Client does not elect to implement a Client-branded version of the DMA, Fiserv's generic "Touch Banking" branding shall be implemented.

Appendix 1 - SMS Services Additional Terms and Conditions

1. Acceptable Use Policy. Client and all persons and entities accessing the SMS Services provided to Client, including End Users, employees, agents, representatives and third party contractors (collectively, "Users"), must comply with Fiserv's latest Acceptable Use Policy ("Acceptable Use Policy" or "AUP"), the current version of which is attached to this Mobility Services Schedule as Appendix 2. Fiserv in its discretion may modify the Acceptable Use Policy. If Fiserv amends or otherwise modifies the AUP at any time, Fiserv shall give Client as much advance notice as practicable under the circumstances prior to Client being required to comply with such new AUP. Client shall ensure that Client and Users comply with the AUP and do not use the SMS Services in or for any illegal, fraudulent, unauthorized manner or purpose. The foregoing notwithstanding, Client is solely responsible for any and all activities that occur on its SMS Services account, including the actions of Users when using the SMS Services. Client agrees to immediately notify Fiserv of any unauthorized use of the SMS Services or any other breach of security known to Client and shall cooperate with Fiserv, Service Provider and/or the relevant telecommunications carriers in investigations and other actions taken for suspected or known violations of the Acceptable Use Policy, including any incidents of spam by Client or any User.

2. Indemnification.

2.1 Fiserv's obligations to defend, indemnify and hold parties harmless in connection with intellectual property rights, as they apply to the SMS Services, exclude any open source components or Client specifications used in performance of or in connection with the SMS Services.

2.2 Client will indemnify, defend and hold Fiserv, its suppliers, licensors, and any wireless service providers related to the provision of the SMS Services ("Fiserv Indemnitees") harmless from and against all third party claims, liabilities, damages, losses, costs and expenses, including attorneys' fees, expert witness fees and costs, incurred by any Fiserv Indemnitee as a result of any illegal acts, fraud, misrepresentation or willful misconduct regarding the use of the SMS Services by any End User, or any violation of or noncompliance with the Acceptable Use Policy by Client or any End User.

3. Limitation of Liability. FISERV'S AGGREGATE LIABILITY TO CLIENT AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THE SMS SERVICES SHALL BE LIMITED TO THE TOTAL FEES PAID BY CLIENT TO FISERV FOR THE SMS SERVICES IN THE 2 MONTH PERIOD PRECEDING THE DATE THE CLAIM ACCRUED.

4. Conflict. In the event of any conflict, ambiguity or inconsistency between this Appendix and the Agreement, or any other document which may be annexed hereto, the terms of this Appendix shall govern.

5. Third Party Beneficiaries. No provisions of this Appendix or any other terms regarding SMS Services are intended nor shall be interpreted to provide or create any third party beneficiary rights or any other rights of any kind in any other party.

6. Disclaimer of Warranties. NEITHER FISERV, ITS SUPPLIERS, NOR ANY CARRIER WILL BE LIABLE TO CLIENT OR ANY USER FOR ANY MESSAGES DELETED OR NOT DELIVERED, REGARDLESS OF THE REASON FOR DELETION OR NONDELIVERY INCLUDING, WITHOUT LIMITATION, MESSAGE PROCESSING OR TRANSMISSION ERRORS. NEITHER FISERV, ITS SUPPLIERS, NOR ANY CARRIER MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY, RELIABILITY, TIMELINESS OR SECURITY OF THE SMS SERVICES, OR THAT THE SMS SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, OR FREE FROM UNAUTHORIZED ACCESS OR NOT INFRINGE THIRD PARTY RIGHTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SMS SERVICES ARE PROVIDED ON AN "AS IS," "WITH ALL FAULTS" AND WITHOUT WARRANTY OF ANY KIND, AND FISERV EXPRESSLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SMS SERVICES, INCLUDING WARRANTIES OF SECURITY, QUALITY, RELIABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

7. Price Changes. Client acknowledges and agrees that Fiserv reserves the right to change prices for the SMS Services provided hereunder to the extent that price changes are imposed by carriers, Short Code providers/licensors, mobile industry associations and regulatory/governmental authorities (collectively, "Service Impacting 3rd Parties") or by Service Provider. Such price changes will be announced to Client at least 30 days prior to the effective date of a price change or with as much advance notice as practicable under the circumstances. If such a change represents an increase in any of the prices previously in effect for any of the SMS Services covered by this Appendix, then Client may notify Fiserv in writing within 30 days after the effective date of such price change of its desire to terminate the SMS Services as of the date set forth in such notice (which date shall be within 30 days of the effective time of the price change, "Price Change Termination Period"). For the avoidance of doubt, the new prices shall apply during the Price Change Termination Period.

8. Client Data. Client acknowledges that, in connection with Client's and End Users' use of the SMS Services, Fiserv may receive domain names, End User names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data provided by End Users (collectively "End User Information"). Fiserv agrees that it shall not use or disclose such End User Information except as necessary or required, as determined by Fiserv, in any of the following

instances: (a) as required by law, regulation or third parties (e.g., wireless service providers) involved in providing the SMS Services; (b) to provide and/or invoice Client for the SMS Services; and/or (c) to protect Fiserv and Service Provider, its facilities, network, service, customers or third parties.

9. Client Equipment and Software; Third Party Charges. Client shall be solely responsible for the installation, operation, maintenance and compatibility of any equipment and software not provided by Fiserv ("**Client Equipment**"), and Fiserv shall have no responsibility or liability with respect to any third party products not provided by Fiserv. In the event that the SMS Services are impaired by Client Equipment or software not provided by Fiserv, there shall be no reduction in the fees payable to Fiserv hereunder and the application of any service level agreement that may be offered by Fiserv from time to time (if any) shall be suspended. Fiserv is not responsible for any charges, including interconnection, access, termination, pager, wireless, or landline phone charges, the Client, any End User, or any recipient of a message incurs as a result of the use of the SMS Services. Client shall advise End Users that senders and recipients of messages using the SMS Services may incur third-party charges (e.g., wireless service provider) for which they will be responsible.

10. Third Party Factors and Span of Control. Client acknowledges that Fiserv's provision of the SMS Services is dependent on the facilities, networks, connectivity, or any acts and/or omissions of third party wireless service providers, governmental entities and other third parties (collectively, the "**Third Party Factors**"). Client acknowledges that the performance of the SMS Services may be affected by such Third Party Factors and that Third Party Factors are outside Fiserv's Span of Control. Fiserv's "**Span of Control**" means those areas of functionality and technology, including hardware and software used in the provision of the SMS Services that are under the direct control of Fiserv (excluding Third Party Factors). FISERV WILL HAVE NO LIABILITY FOR ANY REDUCTION, INTERRUPTION, TERMINATION OR SUSPENSION OF THE SMS SERVICES TO THE EXTENT CAUSED BY FACTORS OUTSIDE FISERV'S SPAN OF CONTROL.

11. Termination.

11.1 Termination. Fiserv may modify, suspend, limit, restrict, and place conditions on the SMS Services, and/or terminate SMS Services, without advance notice under any of the following conditions: (i) if necessary to comply with applicable laws, regulations, or requirements of Service Impacting 3rd Parties related to the SMS Services; (ii) if a law or regulatory action prohibits or significantly impairs or makes impractical the provision of the SMS Services; (iii) if there is use of the SMS Services which Fiserv determines, upon the advice of legal counsel, may create a material liability to Fiserv or may be fraudulent, illegal, improper or in violation of the Acceptable Use Policy; and/or (iv) if Client ceases to do business as an ongoing business concern or becomes subject to proceedings of bankruptcy, receivership, insolvency, liquidation or assignment for the benefit of creditors. If Fiserv modifies, suspends, limits, restricts or places conditions on the SMS Services pursuant to subsection (i), (ii) or (iii) above, and Client determines, in its sole discretion, that such modification, suspension, limitation, restriction or conditions are not acceptable to Client, Client may terminate the Mobiliti Services Schedule upon delivery of a written notice of termination to Fiserv.

11.2 Effects of Termination. Upon the expiration or termination of SMS Services for any reason: (i) Client shall cease using the SMS Services; (ii) Client is solely responsible for procuring any new or replacement services for the SMS Services; and (iii) Client shall remain obligated for any fees and costs accrued prior to the termination date and any other amounts owed by Client as provided in this Appendix and the Mobiliti Services Schedule.

12. Survival. Any payment obligations which accrued prior to the termination or expiration of the Agreement or SMS Services, and Sections 2, 3, 4, 5, 8 and 11 shall survive the expiration or termination of the Agreement or this Appendix.

Appendix 2 - Mobiliti Services Acceptable Use Policy

Scope. All use of the Mobiliti Services and any related licensed software ("**Software**") must comply with this Acceptable Use Policy ("**AUP**") and any updates as issued by Fiserv in compliance with requirements dictated by the mobile phone carriers and related service and software providers. Client and all persons and entities accessing the Mobiliti Services and Software provided to Client, on behalf of such clients (collectively "**Users**"), must comply with this AUP as may be updated from time to time by the mobile phone carriers or related third parties. Users are limited to Client's authorized employees, agents, representatives, Client's End Users and third party contractors. By using the Mobiliti Services and/or Software, each User acknowledges, and agrees to ensure compliance with, this AUP. Fiserv in its discretion may modify this AUP at any time.

User Information. Client acknowledges that in connection with Client's and Users' use of the Mobiliti Services, Fiserv may receive domain names, User names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by Users or in connection with the Mobiliti Services or Software (collectively "**User Information**"). Other than the facilitation of information, prompts and directions specifically related to the functionality of the Mobiliti Services applications, Fiserv exercises no control whatsoever over any content or User Information, including the content of Client and/or User initiated messages, information transmitted using the Mobiliti Services, information generated using the Software, and information stored on Fiserv's equipment or facilities or those of service providers involved in the facilitation of the Mobiliti Services. Other than to consult with Client relative to the use of the Mobiliti Services, Fiserv has no obligation and undertakes no responsibility to review User Information to determine whether any such User Information may violate any applicable law or regulation, or create liability to, or on the part of, any third party. Client is solely responsible for the content of all User Information and transmissions thereof, including creating, managing, editing, reviewing, sorting, deleting and otherwise controlling User Information, and any other use of the Mobiliti Services or Software by Client and Users. Without prejudice to the foregoing, Fiserv reserves the right to monitor Clients' and Users' use of the Mobiliti Services and Software for purposes of verifying compliance with the terms and conditions of this AUP and any applicable license; *provided, however*, that Fiserv disclaims any obligation to monitor, filter, or edit any Client's or User's content.

Requirements. In order to access the Mobiliti Services and/or Software, Client must: (1) provide access to the Mobiliti Services from its network or data processing equipment via the Internet or telephone facilities and Mobiliti Services and pay any service charges and fees associated with such access; (2) provide all telecommunications features and functionalities required for use of the Mobiliti Services and/or Software; (3) maintain the security of, and prevent unauthorized access to, the Mobiliti Services, Software, related equipment and facilities; (4) perform all its obligations under, and comply and require all Users to comply with, all terms and conditions of this AUP and any applicable license and other related agreements with Fiserv; (5) work with Fiserv to ensure all Users of the Mobiliti Services accept terms and conditions consistent with the provisions of this AUP; (6) give all Users of the Mobiliti Services and any third parties to whom messages may be transmitted using the Mobiliti Services the rights to opt-in and opt-out of the messaging Mobiliti Services; and (7) cooperate with Fiserv, third-party service providers, and governmental authorities in investigations of any alleged or perceived violation of any law, rule, regulation, or this AUP.

Restrictions on Use. Client agrees to ensure that the Mobiliti Services and Software will not be used in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, Client agrees to ensure that Client and Users will not use the Mobiliti Services and Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom Client or its Users do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data that is illegal, or material or data, as determined by Fiserv (in Fiserv's sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of Fiserv or any third-party service provider involved in the provision of the Mobiliti Services; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or the Mobiliti Services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose Fiserv, any third-party service provider involved in providing the Mobiliti Services, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. Neither Client nor any User shall attempt to access any software or the Mobiliti Services of Fiserv that Client has not ordered or for which Client has not paid applicable fees. Client will not use or attempt to use a third party's account with Fiserv, or interfere with the security of, or otherwise abuse, the Mobiliti Services, Software, or other Fiserv clients. Client shall not interfere in any manner with Fiserv's provision of the Mobiliti Services.

Appendix 3 - Supplemental Terms and Conditions for Mobiliti Services

Terms and Conditions: {name of Financial Institution}

Thank you for using {name of Financial Institution} Mobile Banking combined with your handheld's text messaging capabilities. **Message & Data rates may apply. For help, text "HELP" to {ShortCode}. To cancel, text "STOP" to {ShortCode} at anytime.** In case of questions please contact customer service at {888-243-2543} or visit www.fiserv.com.

{name of Financial Institution} Privacy Policy [*This line should be a live link*]

Terms and Conditions

- Program: **{name of Financial Institution}** offers their customers mobile access to their account information (e.g., for checking balances and last transactions) over SMS, as well as the option to set up alerts for their accounts (e.g., low balance alerts). Enrollment requires identification of the user's banking relationship as well as providing a mobile phone number. The mobile phone number's verification is done by the user receiving an SMS message with a verification code which they will have to enter on the website. Additionally, customers may select the type of alerts and other preferences which will determine, together with their account data, the frequency of alerts delivered to the customer. This program will be ongoing. **Message & Data rates may apply.** Customers will be allowed to opt out of this program at any time.
- **Questions:** You can contact us at {888-243-2543}, or send a text message with the word "HELP" to this number: **{ShortCode}**. We can answer any questions you have about the program.
- **To Stop the program:** To stop the messages from coming to your phone, you can opt out of the program via SMS. Just send a text that says "STOP" to this number: **{ShortCode}**. You'll receive a one-time opt-out confirmation text message. After that, you will not receive any future messages.
- Terms & Conditions: By participating in Mobile Banking, you are agreeing to the terms and conditions presented here.
- Our participating carriers include (but are not limited to) AT&T, SprintPCS, T-Mobile®, U.S. Cellular®, Verizon Wireless.

Mobile Banking and any software you may obtain from Mobile Banking ("Software") may not be available at any time for any reason outside of the reasonable control of {name of Financial Institution} or any service provider.

Privacy and User Information. You acknowledge that in connection with your use of Mobile Banking, {name of Financial Institution} and its affiliates and service providers, including Fiserv, Inc. and its affiliates, may receive names, domain names, addresses, passwords, telephone and device numbers, the content of messages, data files and other data and information provided by you or from other sources in connection with Mobile Banking or the Software (collectively "User Information"). {name of Financial Institution} and its affiliates and service providers will maintain reasonable safeguards to protect the information from unauthorized disclosure or use, but reserve the right to use and disclose this information as reasonably necessary to deliver Mobile Banking and as otherwise permitted by law, including compliance with court orders or lawful instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as otherwise authorized by you. {name of Financial Institution} and its affiliates and service providers also reserve the right to monitor use of Mobile Banking and the Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

Restrictions on Use. You agree not to use Mobile Banking or the Software in or for any illegal, fraudulent, unauthorized or improper manner or purpose and will only be used in compliance with all applicable laws, rules and regulations, including all applicable state, federal, and international Internet, data, telecommunications, telemarketing, "spam," and import/export laws and regulations, including the U.S. Export Administration Regulations. Without limiting the foregoing, you agree that you will not use Mobile Banking or the Software to transmit or disseminate: (i) junk mail, spam, or unsolicited material to persons or entities that have not agreed to receive such material or to whom you do not otherwise have a legal right to send such material; (ii) material that infringes or violates any third party's intellectual property rights, rights of publicity, privacy, or confidentiality, or the rights or legal obligations of any wireless service provider or any of its clients or subscribers; (iii) material or data, that is illegal, or material or data, as determined by {name of Financial Institution} (in its sole discretion), that is harassing, coercive, defamatory, libelous, abusive, threatening, obscene, or otherwise objectionable, materials that are harmful to minors or excessive in quantity, or materials the transmission of which could diminish or harm the reputation of {name of Financial Institution} or any third-party service provider involved in the provision of Mobile Banking; (iv) material or data that is alcoholic beverage-related (e.g., beer, wine, or liquor), tobacco-related (e.g., cigarettes, cigars, pipes, chewing tobacco), guns or weapons-related (e.g., firearms, bullets), illegal drugs-related (e.g., marijuana, cocaine), pornographic-related (e.g., adult themes, sexual content), crime-related (e.g., organized crime, notorious characters), violence-related (e.g., violent games), death-related (e.g., funeral homes, mortuaries), hate-related (e.g. racist organizations), gambling-related (e.g., casinos, lotteries), specifically mentions any wireless carrier or copies or parodies the products or services of any wireless carrier; (v) viruses, Trojan horses, worms, time bombs, cancelbots, or other computer programming routines

that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information; (vi) any material or information that is false, misleading, or inaccurate; (vii) any material that would expose {name of Financial Institution}, any third-party service provider involved in providing Mobile Banking, or any other third party to liability; or (viii) any signal or impulse that could cause electrical, magnetic, optical, or other technical harm to the equipment or facilities of Fiserv or any third party. You agree that you will not attempt to: (a) access any software or services for which your use has not been authorized; or (b) use or attempt to use a third party's account; or (c) interfere in any manner with the provision of Mobile Banking or the Software, the security of Mobile Banking or the Software, or other customers of Mobile Banking or the Software; or (d) otherwise abuse Mobile Banking or the Software.

Use of Google Maps: You agree to abide by the Google terms and conditions of use found at http://maps.google.com/help/terms_maps.html and the Google Legal Notices found at http://www.maps.google.com/help/legal_notices_maps.html, or other URLs as may be updated by Google.

Appendix 4 - Fees

1. Mobile Banking Fees for SMS, Mobile Browser and DMA.

(a) One-time Implementation Fees:

- For SMS, Mobile Browser and DMA: \$3,500

Includes utilization of standard connectivity with Fiserv supported systems. Additional fees apply to optional or alternate connectivity.

- For standard SMS Services (connecting directly to Fiserv): \$0.00

No implementation fee will be charged to Client if Client utilizes Fiserv's shared/generic Short Code. If a vanity or unique short code is required by Client, fees will be quoted separately.

(b) Monthly Fees:

- User Fees. Pricing tiers below represents thresholds that when achieved, affect only the enrolled mobile users billed at that tier that month. Client will be billed monthly for the total number of mobile users enrolled, whether active or inactive. *Client must check the appropriate box below to document Client's selected access mode option.*

Number of Enrolled Users		Tiered Rate	
From	To	Triple Play – SMS, Browser and DMA	Discounted Rate <i>Rate applied if signed by 7/31/13</i>
1	1,500	\$1.73	\$1.30
1,501	2,000	\$1.70	\$1.28
2,001	3,000	\$1.68	\$1.26
3,001	5,000	\$1.65	\$1.24
5,001	10,000	\$1.64	\$1.23
10,001	25,000	\$1.60	\$1.20
25,001	50,000	\$1.55	\$1.16
50,001	and above	\$1.53	\$1.15

- Maintenance Fee:

The monthly maintenance fee is calculated based on Client's current number of demand deposit accounts ("DDA") or share draft accounts in accordance with the table below. If, during the term of this Schedule, Client exceeds the account limitation set forth in the table, Client shall inform Fiserv and the monthly maintenance fee will automatically increase to the applicable fee for the then-current account level based upon Client's then-current number of accounts, and Client shall be obligated to pay Fiserv said amount. Upon Fiserv's request, Client will provide a system generated report to validate the number of accounts.

*First 6 months of monthly maintenance fees waived, beginning when Mobiliti is "live" in production environment or on 1/1/14, whichever is first, then discounted for remaining term: **1 tier drop + 50% off***

STANDARD		DISCOUNTED	
Number of Accounts (DDA and share draft)	Monthly Fee	Number of Accounts (DDA and share draft)	Monthly Fee
< 500	\$180	< 1,000	\$180
501 - 1,000	\$224	1,001 - 2,500	\$224
1,001 - 2,500	\$280	2,501 - 5,000	\$280
2,501 - 5,000	\$320	5,001 - 10,000	\$320
5,001 - 10,000	\$420	10,001 - 15,000	\$420

STANDARD		DISCOUNTED	
Number of Accounts (DDA and share draft)	Monthly Fee	Number of Accounts (DDA and share draft)	Monthly Fee
10,001 - 15,000	\$520	15,001 - 25,000	\$520
15,001 - 25,000	\$720	25,001 - 40,000	\$720
25,001 - 40,000	\$920	40,001 - 75,000	\$920
40,001 - 75,000	\$1,120	75,000+	by Quote
75,000+	by Quote		

Included at no charge: One hour, pre-implementation consultation with our Fiserv Mobile Marketing/Adoption specialists on strategies for getting the most out of your mobile banking service. Includes access to FREE mobile banking marketing materials, marketing tools, program recommendations and ongoing mobile strategy/marketing support.

- **SMS Services Fees.** Client shall pay Fiserv messaging fees based on one of the two noted options below. Fees are applicable for United States transactions only. *Client must check the appropriate box below to document Client's selected fee option.*

Bundled Fee Option:

Fee Per Registered SMS User, Per Month	\$0.150
Per Message Fee For Excess MO and MT Messages*	\$0.0125

* If Client averages more than sixteen (16) messages per registered SMS user per month, then excess messaging fees will apply. Fees for excess messages apply to the total number of MO and MT messages that are in excess of the average of sixteen (16) messages per registered SMS user per month.

Included at no charge: One hour, pre-implementation consultation with our Fiserv Mobile Marketing/Adoption specialists on strategies for getting the most out of your mobile banking service. Includes access to FREE mobile banking marketing materials, marketing tools, program recommendations and ongoing mobile strategy/marketing support.

(c) Miscellaneous Fees:

- Fiserv reserves the right to pass through to Client, at Fiserv's cost, any documented fees or expenses that may be imposed by carriers or other telecommunications services required in the delivery of the Mobiliti Services to users (e.g. MetroPCS charges \$250 for certification and program updates to its network).
- Changes: To change configured items after initial set-up: \$1,500 per change

2. **Enabling Popmoney within Mobiliti.** *As this implementation is optional, this box must be checked if Client requires the functionality to be enabled and the applicable fee shall be as noted below.*

(a) One-time Implementation Fee: \$750

Fee applies only to Fiserv clients that have purchased Popmoney through CheckFree RXP Bill Pay.

3. **Client Branded DMA.** *As this functionality is optional, this box must be checked if Client requires the functionality to be implemented and the applicable fees shall be as noted below.*

(a) One-time Implementation Fee: \$10,000 per brand

Includes the creation, implementation and submission of the Client-branded DMA to the Apple App Store and Google Play.

(b) Monthly Service Fee: \$250 per brand

Fiserv shall invoice Client the monthly service fee once the Client-branded DMA is in production in

Appendix 5 - Additional Terms for Client Branded DMA and Tablet

1. Description. If elected by Client, Fiserv shall implement and support a Client-branded version of the DMA and/or Tablet (the "**Client Branded App**"). The Client Branded App will be made available to Client's end-users only through the Apple App Store for iPhones and the iPad Tablet (the "**Apple App Store**"), at Google Play ("**Google Play**") for Android phones or at the appropriate online store(s) for the Android Tablet, upon future release and as designated by Fiserv (the "**Online Store**").

2. Client Responsibilities and Acknowledgements.

2.1 Complete and submit to Fiserv the Client Branded App submission form(s), as supplied to Client by Fiserv during the Client Branded App submission process.

2.2 Create the required images in accordance with Apple, Google or Online Store specifications and provide the images to Fiserv as part of the submission form.

2.3 Review and provide approval sign-off to Fiserv of the Client Branded App screen shots, as supplied to Client by Fiserv during the Client Branded App submission process.

2.4 Work with Fiserv to establish a mutually agreed upon launch date for the Client Branded App at the Apple App Store, Google Play or appropriate Online Store.

2.5 With respect to the Apple App Store, Client will:

(i) Enter into an Apple Developer License directly with Apple. Client is responsible for the payment of all fees to Apple associated with Apple's Developer License program.

(ii) Provide Fiserv with the credentials of Client's "Team Agent" or Client's Apple developer account logon information to allow Fiserv to create and manage the signing of certificates, as well as upload the Client Branded App to the Apple App Store. With such credentials, Fiserv will inherit "Admin" rights in iTunes Connect, which Fiserv will need to manage and complete the submission process of the Client Branded App on behalf of Client.

(iii) Supply to Fiserv a production online banking account for Apple to certify the Client Branded App.

2.6 With respect to Google, the current application submission process differs from Apple. Client will not be required to obtain a developer license. Fiserv will submit the Client Branded App into Google Play on Client's behalf.

2.7 With respect to submission of the Android Tablet application to additional Online Stores, the application submission process will be similar to the process defined above, adjusted as needed per the requirements of the Online Store. Fiserv will submit the Client Branded App for the Android Tablet into the appropriate Online Store per the requirements of such Online Store. In the event an Online Store requires attainment of a developer license or charges fees for a developer license, application submission or certification, Client shall be responsible for the payment of such fees.

2.8 Depending on the nature of Fiserv's update to the Mobiliti Services, Client acknowledges that the Client Branded App may have to be resubmitted to Apple by Fiserv for recertification.

3. Fiserv Responsibilities.

3.1 Create the Client Branded App.

3.2 Create and submit to Client for approval the screen shots of the Client Branded App.

3.3 Advise and guide Client through the Apple, Google Play or Online Store application set up process.

3.4 With respect to the Client Branded App in the Apple App Store, Fiserv will:

(i) Complete the iTunes Connect application submission form, including the Client's test case, required to submit the Client Branded App to Apple for certification.

(ii) Submit the Client Branded App to Apple for certification, via Client's Apple developer account logon.

(iii) Once Apple has approved, Fiserv will release the Client Branded App into the Apple App Store production environment on a date mutually agreed upon with Client.

AMENDMENT 4 TO AGREEMENT

AMENDMENT 4 dated as of March 7, 2014 ("Amendment") between Fiserv Solutions, Inc., a Wisconsin corporation with offices located at 255 Fiserv Drive, Brookfield, Wisconsin 53045 ("Fiserv"), and Cincinnati Federal Savings & Loan Association with offices located at 6581 Harrison Avenue, Cincinnati, Ohio 45247 ("Client"), to the Agreement dated February 28, 2012 between Fiserv and Client (as amended through the date hereof, the "Agreement").

WHEREAS, Fiserv and Client entered into the Agreement for Fiserv's provision of account processing services to Client; and

WHEREAS, Fiserv and Client wish to amend the Agreement.

NOW, THEREFORE, Fiserv and Client hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings assigned them in the Agreement.
2. Additional Deliverables. The attached Attachment 10, eStatement Services is hereby added to the Agreement for Fiserv's provision of such Deliverables to Client:
3. Installation Provision. Client understands and agrees that no installation date will be assigned until a contract is executed. If the installation date is delayed at client's request a fee equal to 25% of the implementation fee will be invoiced to offset the lost implementation team hours. If client cancels installation, a fee equal to 50% of the implementation fee will be invoiced.
4. Amendment. This Amendment is intended to be a modification of the Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date indicated below.

For Client:

For Fiserv:

Cincinnati Federal Savings & Loan Association

FISERV SOLUTIONS, INC.

By:

By: _____

Name: HERBERT C. BRINKMAN

Name: Thomas J. McBride

Title: CHIEF FINANCIAL OFFICER

Title: President - Bank Solutions

Date: MARCH 20, 2014

Date: _____

Fiserv eStatement/eNotice Services for Cleartouch

A. Fiserv Responsibilities

Fiserv eStatement/eNotices for Cleartouch. Fiserv will generate a statement/notice file on behalf of Client, generated from Fiserv's account processing system. Fiserv will use this statement/notice file to create eNotices for Client's end customers. These eNotices will be delivered to the end customers via a secure Internet site and/or Fiserv Retail Online for Cleartouch. End customers will be notified that eNotices are available via an email containing a link to the secure site or Retail Online. Client can enroll end customers for eNotices via Cleartouch New Accounts or Customer Source or the end customer can self-enroll. Any test environments set-up on behalf of the client will incur all of the fees of a stand-alone institution.

B. Client Responsibilities

Materials. Client will provide Fiserv all materials regarding Client's Web site necessary for Fiserv to provide Processing Services. These materials include, without limitation, any images, photographs, illustrations, graphics, audio clips, video clips, and text. These materials must be in a format acceptable to Fiserv (e.g., HTML) and must be properly adapted and translated for posting to Client's Web site and to allow access to Client's Web site via the Internet.

Media. Data must be submitted in an electronic formats approved by Fiserv. Media must be labeled in a fashion acceptable to Fiserv. IBM or ANSI label standard is preferred.

A. Fees

Monthly Base Processing*

Pricing is on a per Financial Institution basis. Financial Institution means an individual entity such as a bank or credit union, not an aggregator or service provider.

Tier	No. of pages/month	Monthly Cost
1	0-100,000	\$275
2	100,001-200,000	\$300
3	200,001- 500,000*	\$350

*Monthly base processing includes up to 500,000 pages per month. All pages in excess of 500,000 will be billed at \$0.003 per page.

*This fee will also apply to a "Test / Training" institution that is established for e-statements.

The Monthly Base Processing includes the total number of pages store for statements as well as notices. A backer displayed to the customer along with an electronic statement/notice is not included in these page counts.

Base processing consists of processing, indexing, compressing and encrypting client print data using DXR to create the data archive and prepare it for eventual distribution via CD/DVD ROM media and/or the web. An image is defined as a single side of an 8 ½ x 11 sheet. Supported input formats: Line data, Metacode, DJDE, PCL, AFP, ASCII, EBCDIC. Postscript will be quoted on a case by case basis upon Fiserv's evaluation of print stream. Additional charges may apply for Postscript processing. This will be determined on a case by case basis.

Includes:

- Retail Online Single sign-on eStatements/eNotices
- Logon site to eStatements/eNotices (non-RETAIL ONLINE customers)
- Cleartouch new account customer enrollment option
- Customer Source eStatement/eNotice indicators / customer enrollment capability
- Data retention: 18 months retention
- CSR Interface (Enterprise view) with System/User Administration integrated to Cleartouch
- Real-time customer self-enrollment capabilities
- Integration to iVue

eStatement Delivery

Per enrolled user/per statement type/month \$0.20/\$250 per month minimum

Includes: One email per enrolled user/per statement type/per month.

An enrolled user who is not an account holder or member, yet has access to an account holder or member's private statement data is defined as an Other Interested Party ("OIP"). OIPs will be included in the fee calculation monthly billing. There is no cap on the number of OIPs associated with any FI, account holder, or member.

* The monthly minimum fee for statement delivery will also apply to "Test / Training" institutions.

eStatement Composition (Item Processing – related charges for composing item images for eStatement)

Composition of statement based on
Statement type with check images if required: \$0.1000/Image acct

eStatement Composition fees will be included in the calculation of the monthly minimum fees for eStatement Delivery as defined above.

eStatement Implementation / migration Fee:

Development and Setup Fee*: \$2,000.00/per type

This Fee is valid as long as all statement types are created at the time of initial implementation.

If client is seeking an additional document set-up at a later date, they will be charged at \$4,500 per type implemented

(Example of eStatement types; DDA Truncated, DDA Composed with check image DDA Point & Click/non-check image, Savings non-image, Consumer Loan, Mortgage Loan, etc.)

eStatements for Business Implementation:

Development and Setup Fee: TBD/one-time

Delivery Maintenance \$250/monthly

Per enrolled user fees will apply

eNotice Delivery

ENotice Delivery Maintenance \$250/month

and

Per eNotice generated \$0.20/eNotice

eNotice Implementation Fee:**

Development and Setup Fee:

\$1,500.00/per type

(Example of eNotice types, as they become available; DDA, Savings, Mortgage Loan, Consumer Loan, Commercial Loan, Safe Deposit Box, Year End Forms).

**eNotice Implementation requires that equivalent eStatement type has previously been implemented

Optional Services Fees

Historical Statements/User Conversion		
Description	Fee	Unit
Historical Users one-time conversion fee*	\$8,500	N/A
<ul style="list-style-type: none"> Porting existing eStatements users to Fiserv eStatements - Frontloading the Fiserv eStatements database with existing eStatements customers so customers do not have to re-enroll for eStatements Fiserv will need to evaluate the format of the historical users to determine if the historical user can be converted and made available on the Fiserv hosted online statement platform. 		
Historical Statements one-time conversion fee **	24 hours	24 hours at Professional Services Rate
Historical Data Conversion	\$900.00	Up to 12 months
Historical Data Conversion	\$1350.00	13 to 18 months
Historical Data Conversion	\$1800.00	19 to 24 months
<p><i>If an FI wants to port historical data from a non Fiserv Hosted platform then Fiserv will need to evaluate the format of the historical data to determine if the historical user can be converted and made available on the Fiserv hosted online statement platform. The effort to setup the job will have to be scoped and quoted and will be an additional cost from the conversion fees listed above</i></p>		

Monthly fee for Extended Retention of eStatements/eNotices

Months 19 up to 36 per FI	\$75/month
Months 37 up to 60 per FI	\$100/month
Months 61 up to 72 per FI	\$150/month

Pricing does not accumulate as the retention tiers increase

Additional eStatement Document type Setup \$4,500

CD Archival per CD	\$25
CD Duplicates per CD	\$20
CD Post processing per CD	\$40
Fulfillment	\$7/CD

Professional Service hours will be billed at current Professional Service hourly rate.

Optional User Interface Changes:

Logo Change	2 Professional Service Hours
Backer Change	2 Professional Service Hours
Button Addition/Change	2 Professional Service Hours
Logoff URL Change	2 Professional Service Hours
Stuffer Change	2 Professional Service Hours
Statement form Change	4 Professional Service Hours

B. Maintenance

Fiserv has two maintenance windows for our Webhosted clients. Those Windows are as follows:

Wednesday's: 6pm - 10pm CST - This window is reserved for change control updates which could include FISERV's front-end Web Applications (DXEV and DXCV) as well as FISERV's back-end DX Server applications. This window could also include some infrastructure maintenance but FISERV usually schedules that time of maintenance for Sunday.

Sunday's: 8am - 11am CST - This windows is reserved for patch updates, server reboots and other infrastructure maintenance related items.

The Wednesday windows is specific to those clients who FISERV is promoting enhancements to the front end Web applications or updates to the back end DXServer applications. A DXServer update might be necessary to fix a production related issue with the software.

April 14, 2014

Mr. Herbert C. Brinkman
Chief Financial Officer
Cincinnati Federal Savings & Loan Association
6581 Harrison Avenue
Cincinnati, OH 45247

Dear Herb,

Thank you for your decision to add Web Design & Hosting to your solution set from Fiserv. We know that as our industry evolves and your business needs change, you rely on us to provide you with the products and services that will keep you competitive and help improve the service you provide your customers.

With your recent addition of Web Design & Hosting, you add another piece to our partnership. You also gain the support and experience of our associates, backed by the resources of our entire organization. We value your business and appreciate the opportunity to strengthen our relationship with you.

We're committed to helping you face the challenges of our industry and take advantage of the opportunities it offers. Thank you again for your confidence in us. We will ensure that your trust in us is rewarded.

If I can be of any assistance, please do not hesitate to call me at 262-879-5175.

Best Regards,



Tom McBride
Fiserv
President, Bank Solutions

AMENDMENT 5 TO AGREEMENT

AMENDMENT 5 dated as of April 9, 2014 ("Amendment") between Fiserv Solutions, Inc., a Wisconsin corporation with offices located at 255 Fiserv Drive, Brookfield, Wisconsin 53045 ("Fiserv"), and Cincinnati Federal Savings & Loan Association with offices located at 6581 Harrison Avenue, Cincinnati, Ohio 45247 ("Client"), to the Agreement dated February 28, 2012 between Fiserv and Client (as amended through the date hereof, the "Agreement").

WHEREAS, Fiserv and Client entered into the Agreement for Fiserv's provision of account processing services to Client; and

WHEREAS, Fiserv and Client wish to amend the Agreement.

NOW, THEREFORE, Fiserv and Client hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings assigned them in the Agreement.
2. Additional and Replacement Deliverables. The Attachment 2 to Ecommerce Services Schedule attached hereto is hereby added to the Agreement for Fiserv's provision of such Deliverables to Client. To the extent a corresponding Attachment, Exhibit or Schedule to the Agreement already exists, the shall replace and otherwise supersede the existing Attachment, Exhibit or Schedule in its entirety. For clarity, all Products and Services provided under the Attachment shall be subject to the terms of the Agreement.
3. Installation Provision. Client understands and agrees that no installation date will be assigned until a contract is executed. If the installation date is delayed at client's request a fee equal to 25% of the implementation fee will be invoiced to offset the lost implementation team hours. If client cancels installation, a fee equal to 50% of the implementation fee will be invoiced.
4. Amendment. This Amendment is intended to be a modification of the Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date indicated below.

For Client:

Cincinnati Federal Savings & Loan Association

By:
 Name: HERBERT C. BRINKMAN
 Title: CHIEF FINANCIAL OFFICER
 Date: Apr. 1 9, 2014

For Fiserv:

FISERV SOLUTIONS, INC.

By:
 Name: Thomas J. McBride
 Title: Authorized Signatory
 Date: 4/11/14

Web Design Services & Web Hosting Services

1. SERVICES

(a) Description of Web Design Services: Fiserv will provide web design services, including customization using text information, graphic, and navigational design with Client-supplied information, stock photography, logos, and Client-specified additional features.

(b) Description of Web Hosting Services: Fiserv will provide web hosting services including provision of a Client directory with Fiserv domain name (fiserv-ecom.com) or with Client's domain name, if Client has a registered domain name.

2. FEES

(a) Client agrees to pay Fiserv the fees set forth in the following table(s):

Cincinnati Federal Savings & Loan, Cincinnati, OH		
RECURRING FEES		
Basic Service:		
<ul style="list-style-type: none"> • Web Site Hosting • Calculator Hosting • Monthly web site activity reports • Includes up to 2 Gigabytes (GB) per month of data transfer and 20 Megabytes (MB) of storage 		\$2,664.00 annually \$1,239.00 annually
Additional Services:		
<ul style="list-style-type: none"> • Additional data transfer • Additional storage • Additional updates / ongoing customization 		\$35 per 1 GB hit increment \$10 per 20 MB increment \$225.00 per hour
IMPLEMENTATION FEES		
Express Website Design – Primary	<ul style="list-style-type: none"> • Direct Login to Online Banking Product • Up to 20 pages of content • Site map consultation • Content consultation • Dropdown/expandable navigation • Image slideshow on Homepage - with ability to replace slides if Content Management System is purchased – 4 slides provided • Simple Contact Us form • Easy-to-use, secure content-management interface 	\$9,000.00
Enhanced Design	Choose from Fiserv Enhanced website design templates	\$6,000.00
Mobile Website	Icon or Button Style Mobile website Button Style Mobile Website, such as the templates shown at Designed for touch-screen mobile devices.	\$4,000.00
Google Maps	Google Maps - up to ten locations	\$ 540.00
Stock Widget	Customized stock widget displays stock information	\$1,350.00
Weather Widget	Customized weather widget displays current temperature and forecast for your location	\$1,350.00

Site Notice	Dropdown alert, customizable in Content Manager	\$ 585.00
Content Accordions or Toggle Tabs	Content Accordion or Toggle Tabs: Includes One page; additional pages \$90 each	\$ 585.00
Light Box	Light box feature highlights specific images or content	\$1,125.00
Calculators	Choice of 20 calculators	\$1,000.00
CAPTCHA	CAPTCHA to reduce automated spam	\$ 360.00
	Total Implementation Fees* *50% of Web Design fees due upon execution of Attachment and balance upon completion of services	\$25,895.00

3. WEB DESIGN SERVICES

(a) Completion of Web Design Services. Client is responsible for any licensing required for content it provides Fiserv for web services and Client indemnifies and holds Fiserv harmless for any claims arising from Client's failure to obtain such licensing. Based on a final review by Client of the pre-live Client Web Site including text, graphic, and navigation content and other authorized content, Client will provide written approval thereof, which approval will not be unreasonably withheld or delayed. Such approval will constitute authorization to implement the Client Web site on Fiserv's Internet System.

(b) Additional Web Design Services. Web Design Services may also include the design of additional content, features, or tools for use on Client's web site. Any requests for programming included but not limited to java, java script, Flash, etc. will also be considered additional services. Pricing for any requested additional services will be provided by Fiserv on a quote basis. Additional Services may include information gathering forms that will allow Internet users to request additional information about Client and its products and/or services, or apply for new accounts, based upon the content of Client's Web Site. Information entered into these forms will be stored in XML format on a secure web server located on Fiserv's premises and made available to Client via a password protected login system. Notification of newly submitted forms will be forwarded to e-mail addresses provided by Client. Client shall approve such quote(s) in writing prior to Fiserv commencing work or implementing the service.

4. WEB HOSTING SERVICES

(a) Implementation. Implementation of the Client Web Site on Fiserv's Internet System will occur within 5 business days of Fiserv's receipt of Client's approval.

(b) Fees. Invoicing of hosting fees begins the first month after confidential, password-protected Client preview site is set up.

5. PERFORMANCE

(a) Hours of Operation. Fiserv will use reasonable efforts to cause the Web Hosting Services to be available to Client in a 7x24 environment, excluding reasonable downtime for maintenance. Fiserv will use reasonable efforts to attempt to limit its downtime to those hours of operation least impacted by customer usage.

(b) Technical Support. Client will be responsible for all end user technical support; provided, however, that Fiserv will provide second level technical customer support to Client's designated user support representatives, meaning Fiserv will accept an initial technical support inquiry from Client and initiate the troubleshooting process. Fiserv shall use commercially reasonable efforts to determine the source of technical support issues and then attempt to remedy the issue. In no event is Fiserv obligated to contact Client's customers to provide support for Web Hosting Services.

6. TERM AND TERMINATION

- (a) This Attachment is co-terminous with the term set forth in Section 8(a) of the Agreement.
- (b) If Client terminates the Web Hosting Services in this Attachment prior to the expiration of the initial or any renewal term, the Client will pay a service fee equal to the Client's current annual Web Hosting Services fees for the remaining term of the agreement.

7. ADDITIONAL TERMS AND CONDITIONS (if attaching to eCommerce delete a-j & maybe k)

(a) Trademark and Content License. Client hereby grants to Fiserv a non-exclusive, non-assignable right to use Client's trademarks, trade names, service marks, service names (collectively, "Trademarks"), and Content (as defined below) in connection with Fiserv's provision of Web Design Services and Web Hosting Services. Client will indemnify and hold harmless Fiserv, its officers, directors, employees, designated supplier, and affiliates against any claims or actions arising out of Fiserv's use of Trademarks and/or Content.

(b) Regulatory Compliance. Client shall not use Web Design Services or Web Hosting Services for any activities in violation of any laws or regulations, including without limitation, wrongful transmission of copyrighted material, sending of threatening or obscene materials, or misappropriation of exportation of trade or national secrets.

(c) Client Warranties. Client represents and warrants that (i) any work, content, or information ("Content") provided to Fiserv is either original or that Client has the legal right to provide such Content; and (ii) Content does not impair or violate any intellectual property or other rights of Fiserv or any third party. Client will indemnify and hold harmless Fiserv, its officers, directors, employees, designated supplier, and affiliates against any claims or actions arising out of any breaches of the foregoing, or any improper use of information gathered through any co-branded site as part of Web Design Services and Web Hosting Services. Client acknowledges that Fiserv shall not monitor, review, or approve any Content.

(d) Technical Support. Client agrees to provide all end user technical support. Fiserv will provide second level Technical Support to Client's user support representatives. "Technical Support" means Fiserv will take an initial technical support inquiry from Client and initiate the troubleshooting process. Fiserv shall use commercially reasonable efforts to determine the source of technical support issues, and to remedy the issue. Technical Support is available as described in this Attachment.

(e) Effect of Termination. Upon any termination or expiration of this Attachment, Client shall continue to be responsible for fees related to Web Hosting Services unless Fiserv receives written notice to delete Client Files from the Fiserv System. Client shall continue to be responsible for all data communications and modem fees until (i) all circuits are disconnected and the telecommunications company ceases invoicing Fiserv, and (ii) Fiserv receives back all equipment supplied to Client by Fiserv.

(f) Attachmentd Maintenance. Fiserv will host and manage the hardware and software required to support its Web Hosting Services, subject to downtime for maintenance reasonably limited to those hours of operation least impacted by customer usage, when such options are available.

(g) Third Party Availability. Client acknowledges and understands that Web Hosting Services may be subject to unavailability due to congestion or overload on public circuits supplied by third parties or due to downtime by such third parties.

(h) Extension of Warranties. Client is expressly prohibited from extending any warranty or warranties on Fiserv's behalf to any person.

(i) Conflict of Terms. If the terms of this Attachment conflict with any other terms of the Agreement, this Attachment shall govern in relation to the Web Design Services and Web Hosting Services and any other Services provided under this Attachment.

October 29, 2014

Mr. Herbert C. Brinkman
Chief Financial Officer
Cincinnati Federal Savings & Loan Association
6581 Harrison Avenue
Cincinnati, OH 45247

Dear Herb,

Thank you for your decision to add Relationship Pricing to your solution set from Fiserv. We know that as our industry evolves and your business needs change, you rely on us to provide you with the products and services that will keep you competitive and help improve the service you provide your customers.

With your recent addition of Relationship Pricing, you add another piece to our partnership. You also gain the support and experience of our associates, backed by the resources of our entire organization. We value your business and appreciate the opportunity to strengthen our relationship with you.

We're committed to helping you face the challenges of our industry and take advantage of the opportunities it offers. Thank you again for your confidence in us. We will ensure that your trust in us is rewarded.

If I can be of any assistance, please do not hesitate to call me at 262-879-5175.

Best Regards,



Thomas J. McBride
Senior Vice President and General Manager
Bank Solutions
Fiserv



AMENDMENT 6 TO AGREEMENT

AMENDMENT 6 dated as of June 2, 2014 ("Amendment") between Fiserv Solutions, Inc., a Wisconsin corporation with offices located at 255 Fiserv Drive, Brookfield, Wisconsin 53045 ("Fiserv"), and Cincinnati Federal Savings & Loan Association with offices located at 6581 Harrison Avenue, Cincinnati, Ohio 45247 ("Client"), to the Agreement dated February 28, 2012 between Fiserv and Client (as amended through the date hereof, the "Agreement").

WHEREAS, Fiserv and Client entered into the Agreement for Fiserv's provision of account processing services to Client; and

WHEREAS, Fiserv and Client wish to amend the Agreement.

NOW, THEREFORE, Fiserv and Client hereby agree as follows:

- 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein shall have the same meanings assigned them in the Agreement.
- 2. The Account Processing Services Schedule to ASP Services Exhibit is hereby amended to add the following to 2. Fees:

Relationship Pricing	
Implementation Fee	\$3,000.00 One Time
Accounts	\$.02 per deposit account per month

3. Installation Provision. Client understands and agrees that no installation date will be assigned until a contract is executed. If the installation date is delayed at client's request a fee equal to 25% of the implementation fee will be invoiced to offset the lost implementation team hours. If client cancels installation, a fee equal to 50% of the implementation fee will be invoiced.

4. Amendment. This Amendment is intended to be a modification of the Agreement. Except as expressly modified herein, the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall control.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives as of the date indicated below.

For Client:

For Fiserv:

Cincinnati Federal Savings & Loan Association

FISERV SOLUTIONS, INC.

By: [Signature]

By: [Signature]

Name: HERBERT C. TRINERMAN

Name: Thomas J. McBride

Title: CHIEF FINANCIAL OFFICER

Title: Authorized Signatory

Date: JUNE 6, 2014

Date: 9/30/14

Fiserv Payments

Fiserv Invoices - Core Data Processing / Item Processing

P/Fiserv/Fiserv Invoice Sum-Sales Tax Recapture

2015

Billing Period- Core/Invoice-IP	Bill Amount	Sales Tax	Date Paid	ACH (FHLB statement)
Nov-14 Core	\$ X 19,254.90 ✓	\$ 1,013.94 ✓	1/27/2015	\$ 19,254.90
Dec-14 IP	\$ X 5,758.69 ✓	\$ 364.13 ✓	1/27/2015	\$ 5,758.69
Dec-14 Core	\$ Y 22,262.33 ✓	\$ 1,203.48 ✓	2/26/2015	\$ 22,262.33
Jan-15 IP	\$ X 6,298.04 ✓	\$ 398.24 ✓	2/26/2015	\$ 6,298.04
Jan-15 Core	\$ X 33,218.19 ✓	\$ 1,896.80 ✓	3/26/2015	\$ 33,218.19
Feb-15 IP	\$ X 5,134.77 ✓	\$ 324.68 ✓	3/26/2015	\$ 5,134.77
Feb-15 Core	\$ X 18,883.28 ✓	\$ 1,022.96 ✓	4/28/2015	\$ 18,883.28
Mar-15 IP	\$ X 5,488.60 ✓	\$ 359.07 ✓	4/28/2015	\$ 5,488.60
Mar-15 Core	\$ X 26,120.06 ✓	\$ 1,497.50 ✓	5/27/2015	\$ 26,120.06
Apr-15 IP	\$ X 5,318.11 ✓	\$ 347.91 ✓	5/27/2015	\$ 5,318.11
Apr-15 Core	\$ X 20,120.22 ✓	\$ 1,106.94 ✓	6/26/2015	\$ 20,120.22
May-15 IP	\$ X 5,407.45 ✓	\$ 353.76 ✓	6/26/2015	\$ 5,407.45
May-15 Core	\$ X 20,798.52 ✓	\$ 1,148.71 ✓	7/28/2015	\$ 20,798.52
Jun-15 IP	\$ X 5,621.03 ✓	\$ 367.73 ✓	7/28/2015	\$ 5,621.03
Jun-15 Core	\$ X 22,407.58 ✓	\$ 1,254.03 ✓	8/26/2015	\$ 22,407.58
Jul-15 IP	\$ X 9,858.55 ✓	\$ 644.95 ✓	8/26/2015	\$ 9,858.55
Jul-15 Core	\$ X 23,476.28 ✓	\$ 1,323.89 ✓	9/28/2015	\$ 23,476.28
Aug-15 IP	\$ X 5,628.79 ✓	\$ 368.24 ✓	9/28/2015	\$ 5,628.79
Aug-15 Core	\$ X 31,963.85 ✓	\$ 1,879.15 ✓	10/27/2015	\$ 31,963.85
Sep-15 IP	\$ X 5,507.83 ✓	\$ 360.33 ✓	10/27/2015	\$ 6,607.83
Sep-15 Core	\$ X 20,770.57 ✓	\$ 1,146.89 ✓	11/27/2015	\$ 20,770.57
Oct-15 IP	\$ X 5,739.24 ✓	\$ 375.46 ✓	11/27/2015	\$ 5,739.24
Oct-15 Core	\$ X 21,227.47 ✓	\$ 1,151.27 ✓	12/28/2015	\$ 21,227.47
Nov-15 IP	\$ X 5,509.01 ✓	\$ 360.40 ✓	12/28/2015	\$ 5,509.01
Dec-15 SM	\$ X 13,655.18 ✓	\$ 893.33 ✓	12/30/2015	\$ 13,655.18

\$ 21,163.79

DP = core processing

IP= Item Processing

SM=Software Maintenance

✓ = invoice
X = receipt of print

Fiserv Software/Hardware Purchases

2015

Invoice Date	Bill Amount	Sales Tax	Date Paid	Check #
3/4/2015 Vantage Software	\$ CK 5,559.54 ✓	\$ 351.54 ✓		278809
10/6/2015 Prologue A/P, F/A, G/L	\$ CK 5,944.92 ✓	\$ 388.92 ✓		279643
10/30/2015 Prologue Acct Restruct	\$ CK 2,140.00 ✓	\$ 140.00 ✓		279702

\$ 880.46

Totals	
Fiserv IP/Core	\$ 21,163.79 ✓
Fiserv Hardware	\$ 880.46 ✓
Quanexus	\$ 9,791.54
Vantiv	\$ 977.28
	\$ 32,813.07

2015
Fiserv - Core + IP + SM



Billing Inquiries

invoices.brk@fiserv.com

INVOICE

Billing Address

ATTN: JOE BUNKE
 CINCINNATI FEDERAL SAVINGS
 6581 HARRISON AVE
 CINCINNATI OH 45247

Invoice No.	PO No.	Terms	Billing Period	Customer No.	Invoice Date
90473960	38T 1140655	ACH 25th nxt month	Nov 2014	9006151	12/31/2014
Description	Tax	Quantity	UoM	Unit Price	Amount
BillPay Subscriber Fees					
ENROLLED USER - BILLPAY	Y	287.00	EA	5.5900	1,604.33
CORPORATE CUSTOMERS	N	2.00	EA	0.00	0.00
				Subtotal	1,604.33
BillPay Transaction Fees					
TRANSACTIONS	Y	54.00	EA	0.4400	23.76
TRANSACTIONS	Y	14.00	EA	0.4400	6.16
				Subtotal	29.92
BillPay Processing Charges					
ENROLLMENT FEE	Y	4.00	EA	3.0600	12.24
				Subtotal	12.24
BillPay Same-Day Bill Pay					
SAME DAY BILL PAY	Y	1.00	EA	7.9500	7.95
SAME DAY BILL PAY COLLECTED	N	1.00	EA	9.9500-	9.95-
				Subtotal	2.00-
Popmoney Services					
SEND MONEY 1 DAY	N	0.00	EA	0.3500	0.00
SEND MONEY 3 DAY	N	1.00	EA	0.3500	0.35
REQUEST MONEY REPLY TIER 1	N	0.00	EA	0.3500	0.00
REQUEST MONEY REPLY TIER 2	N	0.00	EA	0.4500	0.00
REQUEST MONEY REPLY TIER 3	N	0.00	EA	1.2000	0.00
REQUEST MONEY SENT	N	0.00	EA	0.1500	0.00
SEND MONEY 3 DAY FEES COLLECTED	N	1.00	EA	0.5000-	0.50-



Billing Inquiries

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INVOICE

Invoice No.	PO No.	Terms	Billing Period	Customer No.	Invoice Date
90473960	38T_1140655	ACH 25th nxt month	Nov 2014	9006151	12/31/2014
Description	Tax	Quantity	UoM	Unit Price	Amount
Subtotal					0.15-
Base Processing					
BASE FEE CALCULATION	Y	7,584.00	EA	0.5203	3,945.96
BASE FEE	N	1.00	EA	0.0010	0.00
Subtotal					3,945.96
Account Processing					
ML GENERIC BILL FORMS	Y	1.00	EA	15.0000	15.00
ACH TRANSLATION	Y	1.00	EA	229.2000	229.20
DELINQUENT LOAN REPORT	N	2.00	EA	0.00	0.00
<i>11/15/14, 11/17/14, 11/29/14 BETWEEN 0 AND 2</i>					
DELINQUENT LOAN REPORT	Y	1.00	EA	35.0000	35.00
<i>11/15/14, 11/17/14, 11/29/14 OVER 2</i>					
LIQUIDATION REPORT	Y	1.00	EA	79.1000	79.10
ACH TRANSACTIONS - REGULATORY IAT	Y	10,579.00	EA	0.0028	29.62
CREATE RECON FILES	Y	1.00	EA	16.0400	16.04
iVUE ACCOUNTS	Y	18,349.00	EA	0.0563	1,033.05
<i>w/History</i>					
iVUE/RETAIL ONLINE ACCOUNTS	Y	1,073.00	EA	0.0103	11.05
DIRECTOR ACCOUNTS PROCESSING	Y	7,584.00	EA	0.0460	348.86
IVUE FILE MAINT TRANSACTIONS STORED	Y	1.00	EA	53.4000	53.40
<i>@MINIMUM iVue FM Hist 42/60</i>					
DDA ADDITIONAL HISTORY RETENTION	Y	35,001.00	EA	0.0031	108.50
<i>= 15 Days</i>					
MATCH CONTROL FILE FOR IMAGE STATEMENTS	Y	1,969.00	EA	0.0200	39.38
IMAGE STMT ALLOWANCE FOR REMOTE PRINT	Y	1,969.00	EA	0.0225-	44.30-
Subtotal					1,953.90
Internet Services					
WEB HOSTING SERVICES	Y	1.00	EA	215.3000	215.30
WEB SERVICES	Y	1.00	EA	135.0000	135.00
<i>October Edits</i>					
RETAIL ONLINE NEW CUSTOMERS	Y	20.00	EA	5.5988	111.98
RETAIL ONLINE CUSTOMERS	Y	1,073.00	EA	1.7593	1,887.73
RETAIL ONLINE LAYERED AUTHENTICATION	Y	1,000.00	EA	0.0933	93.30
<i>BETWEEN 0 AND 1000</i>					



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Invoice No.	PO No.	Terms	Billing Period	Customer No.	Invoice Date
90473960	38T_1140655	ACH 25th nxt month	Nov 2014	9006151	12/31/2014
Description	Tax	Quantity	UoM	Unit Price	Amount
RETAIL ONLINE LAYERED AUTHENTICATION <i>BETWEEN 1000 AND 10000</i>	Y	73.00	EA	0.0769	5.61
MOBILITI AGGREGATED SMS USERS	Y	108.00	EA	0.1522	16.44
MOBILITI USER FEES <i>BETWEEN 0 AND 1500</i>	Y	552.00	EA	1.3190	728.09
MOBILITI MONTHLY FEE	Y	1.00	EA	112.0000	112.00
MOBILITI CLIENT BRANDED APP MTHLY FEE	N	1.00	EA	253.7000	253.70
eSTATEMENTS MTHLY BASE PROCESSING	Y	1.00	EA	275.0000	275.00
ENROLLED eSTATEMENT ACCOUNTS <i>@MINIMUM</i>	Y	1.00	EA	250.0000	250.00
eSTATEMENTS COMPOSITION OF CHECK IMAGES	N	169.00	EA	0.00	0.00
Subtotal					4,084.15
Other Services					
S/P-PARAMETER UPDATES	Y	1.00	EA	80.0000	80.00
DOCUMENT CODING <i># 201410113400 Correct Signature Card fields</i>	Y	1.00	EA	168.7500	168.75
VIEW & UPDATE MTHLY SFTW MAINTENANCE	Y	5.00	EA	16.8200	84.10
THIRD PARTY REVIEW <i>2014 SOCI</i>	Y	1.00	EA	975.0000	975.00
DISASTER RECOVERY (Hot Site) <i>@MINIMUM BETWEEN 0 AND 25000</i>	Y	1.00	EA	114.9000	114.90
DATA VAULTING MONTHLY STORAGE	Y	230.00	EA	3.1047	714.08
DATA VAULTING MONTHLY STORAGE <i>Bare Metal Restore (Monthly Fee)</i>	Y	1.00	EA	50.7300	50.73
Subtotal					2,187.56
Value Added					
LASER INTEREST CHECKS	Y	159.00	EA	0.1035	16.46
SONET ACCESS SERVICE FEE	N	1.00	EA	241.0000	241.00
NETWORK SUPPORT	Y	49.00	EA	25.4700	1,248.03
UNIVERSAL SVC FUND PASSTHROUGH CHRG	N	1.00	EA	99.0000	99.00
LINE CHARGE-DISASTER RECOVERY	Y	1.00	EA	150.0000	150.00
AVPN NETWORK	N	1.00	EA	2,636.0000	2,636.00
DELIVERY	Y	1.00	EA	34.5600	34.56
Subtotal					4,425.05



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Invoice No.	PO No.	Terms	Billing Period	Customer No.	Invoice Date
90473960	38T_1140655	ACH 25th nxt month	Nov 2014	9006151	12/31/2014
Description	Tax	Quantity	UoM	Unit Price	Amount
End of Processing					
ESTIMATED CHARGES FOR CURRENT MONTH	Y	1.00	EA	15,700.0000	15,700.00
LESS ESTIMATED CHARGES FOR PRIOR MONTH	Y	1.00	EA	15,700.0000-	15,700.00-
				Subtotal	0.00
Total Net					18,240.96
Tax					1,013.94
Total Due USD					19,254.90

PLEASE NOTE:

This invoice will be electronically settled through your reconciliation DDA account on 01/25/2015