1. Description of Services.

1.1 Online Statements Enhanced “Fiserv EDD” (formerly EPSIIA) Service. Intuit will provide End Users with personal computers running compatible browsers the ability to view Customer account statement(s). Intuit will add a button, if not already available, to Customer’s Internet Banking primary navigation buttons, titled “Products & Services” which, once selected by an End User, evokes a standard Internet Banking common gateway interface (“CGI”) that will present the End User with a Customer-defined link to Intuit’s statement processor vendor’s (the “Statement Processor”) online statements system (the “Statement Processor System”) which provides online statement functionality. A pop-up disclosure statement will appear in a separate window, and the End User will be required to click the “OK” button on the disclosure in order to close the pop-up window and access the Statement Processor System. The CGI passes encrypted End User identity information to the Statement Processor System, eliminating the need for the End User to conduct a separate login. The Statement Processor System will receive the encrypted End User information and determine the End User’s identity. The End User is able to exit the Statement Processor System independent of Internet Banking.

1.2 View Formats. The viewable account statements are limited to those which the Customer has submitted for processing. End Users may view their account statement in the following three (3) formats, assuming the End User has installed Adobe Portable Document Format Reader software:
(a) Hyper-Text Markup Language (“HTML”) - the HTML statement will be based on a standard HTML layout to be presented during the setup process, consisting of the following:
- A single banner ad if provided by Customer. If Customer wishes to replace the banner ad, Customer must supply Intuit’s Statement Processor with any replacement banner ads. The same banner ad will be shown across different End User statements. Customer must also provide any graphic images it wishes to be included in the HTML statement.
- Standard locations (using tabs to indicate the information contained on each page) and layout for the transactional and other data from the statement cycle.
- The tab naming will be standardized for different categories of information (e.g., checks cleared) and Customer may incur additional fees, at Intuit’s then-current hourly rates, for any Customer-requested changes to these naming conventions.
- Hyperlinks to static web pages hosted by Customer, provided that Customer must furnish the URL address hyperlinks to the Statement Processor.
(b) Portable Document Format (“PDF”) – the PDF statement will be rendered to look and feel like the Customer’s paper account statement.
(c) Portable Network Graphics (“PNG”) format – the PNG statement will be rendered to look and feel like the Customer’s paper account statement.

1.3 Additional Options. From within the Online Statements Enhanced Fiserv EDD Service, End Users may choose to waive their mailed account statement. Additionally, End Users may choose to receive email notification when their account statements are ready for viewing. The Authorized Service will retain these End User preferences.

1.4 Administrative Console – Online Statements Enhanced Fiserv EDD Support. Certain administrative functions can be performed via the Online Statements Enhanced Fiserv EDD administrative console (the “Administrative Console”). This Administrative Console requires separate login from the Intuit Internet Banking Management Console. Separate permissions levels and views are available for Customer’s customer service representatives and administrators. Customers’ online statements administrators will be able to perform the following functions by using the Administrative Console:
(a) Display and download a list of Internet Banking End Users who have: (i) enrolled in the Online Statements Enhanced Fiserv EDD Service (including which disclosure was accepted if multiple disclosures are provided by Customer); and (ii) chosen to waive receipt of their paper account statement(s);
(b) View transaction logs of the viewing of account statement(s);
(c) Preview and approve online statements that have been submitted for processing; and
(d) Initiate email to End Users who have opted to be reminded when their account statement(s) are ready to be viewed, and receive: (i) a report indicating to which End Users the email notification was sent; and (ii) a bounced email report, indicating which notification emails were returned.

1.5 Online Statements Enhanced Fiserv EDD Service File Formats. In order for Intuit to correctly request and display an online statement from within Internet Banking, the Customer must ensure that it, or its statement vendor, forwards electronic files to Intuit’s Statement Processor in the proper format specified by Statement Processor. If the Customer requires statement files to contain extraction information for the purpose of identifying Customer’s Internet Banking End Users and creating online statement only for this subset of Customer’s client populations, Customer shall be subject to the Extraction Fee set forth on the Exhibit A. If Customer elects the Online Statements Enhanced Fiserv EDD Service (Load All) option, Customer will send all statements the Customer wishes to be available as online statements to the Statement Processor. By doing this, the Online Statements Enhanced Fiserv EDD Service will then become available to all Customer clients, (assuming their statement data was sent to the Statement Processor), if and when the clients become Internet Banking End Users.

1.6 Prerequisites. Customer must procure and implement the most current version of the Internet Banking Service in order to use the Online Statements Enhanced Fiserv EDD Service. Internet Banking is sold separately and is not included with the Online Statements Enhanced Fiserv EDD Service.

2. Customer’s Responsibilities.

2.1 Administrative Console. Customer is responsible for managing and operating the Administrative Console, as well as learning the documentation for its use. Responsibilities include:
(a) Initiating reminder emails when online statements are ready to be viewed;
(b) Associating specific End Users with specific statement runs;
(c) Monitoring Online Statements Enhanced Fiserv EDD Service activity;
(d) Retrieving online statements via the Administrative Console.

2.2 File Submission. Customer is responsible for sending account statement files to the Statement Processor in a timely manner, in accordance with the procedures set forth in Appendix 1 attached hereto. At Customer’s request, and subject to payment of additional Fees, Intuit can load an historical archive of statement data, for certain pre-defined time periods immediately prior to the date Customer makes the Authorized Service generally available for use by End Users.
2.3 **Testing.** Customer is responsible for testing the online statement output after each account statement file submission to ensure that the online statements have been rendered properly.

2.4 **Paper Statement Administration.** Customer is solely responsible for disabling and enabling the mailing of paper account statements.

2.5 **End User Assistance.** Customer shall be solely responsible for providing assistance to its End Users regarding access to, and use of, the Enhanced Online Statement Service. Adobe Acrobat Reader is required in order for the End User to open and view the PDF format account statement from his or her personal computer and the End User must be using one of the currently supported browsers, as indicated on the Intuit Supported Browser policy located on the Intuit Client Site.

2.6 **Setup.** Customer shall collaborate with Intuit in order to facilitate setup of the Online Statements Enhanced Fiserv EDD Service. Customer shall promptly furnish to Intuit and to Intuit’s Statement Processor any information reasonably required by Intuit and the Statement Processor in order to enable Intuit and/or the Statement Processor to provide the Online Statements Enhanced Fiserv EDD Service for Customer and Customer’s End Users (e.g. sample account statement files; templates needed to format account statements; and information regarding account print file format, indexing methodology, and frequency of print file submission). After initial setup, Customer shall submit data to the Statement Processor in the manner set forth in Appendix 1. Customer acknowledges and agrees that Intuit’s obligation to provide the Online Statements Enhanced Fiserv EDD Service is expressly conditioned on Customer adhering to the procedures set forth in Appendix 1.

3. **Online Statements Enhanced Fiserv EDD Service Restrictions.**

3.1 **Supported Statement Types.** Not all statement types can be viewed via the Online Statements Enhanced Fiserv EDD Service. Which Customer statement types are supported statement types will be determined after review of the statements by Intuit and Intuit’s Statement Processor.

3.2 **No Pooled Funds.** Customer and Intuit acknowledge that the Statement Processor is prohibited from providing the Online Statements Enhanced Fiserv EDD Service to Investment Companies (as defined below) or Pooled Funds (as defined below). Customer acknowledges and agrees that Customer is not an Investment Company or a Pooled Fund and, further, that Customer will not use the Online Statements Enhanced Fiserv EDD Service for the direct benefit of an Investment Company or Pooled Fund. “Investment Companies” are operating entities, regardless of legal form of organization, which are registered as Investment Companies under the Investment Company Act of 1940. A “Pooled Fund” is an operating entity, regardless of legal form of organization, which operates primarily as a collective trust, separate account, pooled investment fund, unit trust, commingled pool, retirement fund or similar collective investment scheme, entity, or arrangement created, managed, sponsored, advised or otherwise maintained by any federal or state-chartered bank, thrift or credit union, any state-licensed insurance company, or any investment banking, brokerage or investment advisory firm, including any affiliate thereof.

4. **Training.**

This Authorized Service carries a Certification Training requirement. Customer must schedule the Certification Training within sixty (60) following procurement of the Authorized Service. The cost of the Certification Training is set forth on the Exhibit A of the Master Services Agreement. At least two (2) Customer employees shall successfully complete the Certification Training prior to Delivery of the Authorized Service. Thereafter, the fees for such Training Services shall revert to Intuit’s then-current fees for same. Additionally, Customer may be subject to time and materials fees at Intuit’s then-current standard rates for Customer Service calls until such time as the requisite number of Customer personnel has successfully completed the Certification Training.

5. **Fees.**

5.1 **Enhanced Online Statement Fees.** Customer shall pay the Enhanced Online Statement Fees listed in the Exhibit A ("Fees"). Intuit shall invoice Customer for all Fees, and Customer shall pay such Fees, in accordance with the terms of the Exhibit A and the Master Services Agreement. The Setup Fees set forth on Exhibit A for the Online Statements Enhanced Fiserv EDD Service include the Per Page Processing Fees for one (1) data file. Per Page Processing Fees outlined in Exhibit A will apply for each additional file processed thereafter, even if such processing occurs during the setup process. Per Page Processing Fees do not apply to the Online Statements Enhanced Fiserv EDD Service (Load All) option. Customer may elect to load an archive of prior statement history in the increments set forth on the Exhibit A, for the Fees set forth therein.

5.2 **Statement Changes.** Any post-Delivery changes in the Online Statements Enhanced Fiserv EDD Service setup required by Customer, which result in the Statement Processor creating new formatting and/or data handling requirements and/or processes, shall be subject to additional setup fees as defined in Exhibit A, “Additional Setup Fees”.

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APPENDIX 1

to SERVICE DOCUMENTATION

Data Submission Specifications: Customer must submit the data to be processed in accordance with the following criteria:

1. **Media.** Data must be submitted on one of the following media: 3.5” floppy disk, 3480/3490 cartridges, DAT tapes, CD-ROMs, or FTP Internet site or other electronic formats approved by the Statement Processor. Media must be labeled in a fashion acceptable to the Statement Processor. IBM or ANSI label standard is preferred.

2. **Data.** The following are acceptable formats for data submission: standard line data, multi-font line data, region line data, EBCDIC line data, Advanced Function Presentation (AFP) data, Meta-Code data, IBM - AS400 data, IBM - Power tapes, Wang format data, ASCII, PCL, DJDE and UNIX tar.

3. **Documentation.** The following items must accompany each data submission: a description of the data set; proper identification of data sequence numbering of tape cartridges (if applicable) for correct downloads; the purpose of the data and description of services requested; the format of the data (fixed or variable length line data, AFP, Meta-Code, etc.); the format of the medium used (if supplied on diskette or tape, Unix tar, IBM Power tapes); a description of any codes used within the data (data dictionary, fonts, bitmaps, etc.) and any relevant information relating to the source of the data (sort tables, page counts, etc.). Specifically, Customer should provide the Statement Processor with a list of data tapes in a DOS format and electronically transmitted Job Setup Language (“JSL”). JSL submitted by fax will not be accepted.

4. **Transmission of Data.** All data to be processed by the Statement Processor should be delivered directly to the Statement Processor by one of the following authorized carriers: Federal Express, Airborne, United Parcel Services (UPS), DHL, or United States Postal Service, unless transmitted by FTP Internet site or other electronic format.

5. **Incomplete Information.** Any failure on the part of Customer to provide any of the required information described above will result in delays in the production of Customer’s job.

6. **Scheduling.** Customer shall provide the Statement Processor with its best estimate of the schedule for monthly and quarterly job submissions no later than thirty (30) days prior to the date Customer expects to send the Statement Processor its job.

7. **Acceptance.** Customer must report any problems with the processed data on designated media within ten (10) days after delivery. Customer’s request for duplication of previously processed data will be handled as an exception to standard turn-around time. Intuit and/or the Statement Processor must be notified in writing of any changes in format or layout of data that will be processed. In addition, samples of output must be submitted by Customer to the Statement Processor if any changes in the data or setup have taken place. Failure to notify the Statement Processor may delay delivery of designated media. Customer will be charged an additional set-up fee for such changes.

8. **Data Retention.** Customer shall assess its End Users’ requirements for retaining data and develop a data retention policy that is reflected in operating procedures provided to the Statement Processor. The level of security over retained data will depend upon the intended use. Neither Intuit nor the Statement Processor will be held responsible for retaining or storing End Users’ data (whether or not pursuant to any federal, state, or local law or regulation or any third party contractual obligation other than this Agreement) unless agreed upon by all parties in writing. The maximum storage time shall be twenty-four (24) months.
TRAINING OPTIONS

SERVICE DOCUMENTATION

This SERVICE DOCUMENTATION details certain features, functionality, pre-requisites, and requirements associated with the Authorized Service(s) described in this Service Documentation. Capitalized terms not defined herein shall have the meaning set forth in the Master Services Agreement.

1. **Training Services.** Subject to the terms of the Agreement and this Service Documentation, Intuit will provide the training services listed herein ("Training Services") as selected by Customer below. Unless another time frame is noted in the Documentation for a particular Authorized Service, Customer must complete its Training Services within twelve (12) months following the Delivery date of the Authorized Service to which the Training Services relate. If Customer fails to complete any Training Services within twelve (12) months, (or other time frame specified in the Documentation for a particular Authorized Service) the Training Services Fees associated with the incomplete course(s) shall be forfeited and Intuit shall have no further obligation to furnish those Training Services.

2. **Fees and Expenses.** Customer will pay to Intuit the Fees outlined on the Exhibit A for the selected courses. Intuit shall invoice Customer for all Training Services Fees, and Customer shall pay such Training Services Fees upon execution of this Agreement and as outlined in the terms of the Master Services Agreement. Training fees are nonrefundable. Customer also agrees to pay or reimburse Intuit for any reasonable travel-related and other out-of-pocket expenses incurred by Intuit for any on-site training selected by Customer. Customer shall pre-approve such single item expenses in excess of $1,000.

3. **Course Descriptions.** Customer is responsible for reviewing and selecting the appropriate Course Description to suit the needs of their appropriate staff. Intuit is not responsible for the skill levels of the students attending each course. Customer should consult with the Intuit training coordinator regarding course prerequisites prior to selecting any courses. The following chart details the courses available for training:

3.1 **Certification Training Courses.** Certification Training requirements for any Authorized Services are noted in the applicable Service Documentation for said Authorized Service. Below are descriptions of the Certification Training Courses that Customer personnel may be required to attend if Customer has procured the corresponding Authorized Service:

<table>
<thead>
<tr>
<th>Course Description</th>
<th>Course Objectives</th>
<th>Deliverables</th>
<th>Length (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification OLS Fiserv EDD Enhanced Training</td>
<td>Train FI Administrators on Fiserv EDD Enhanced Online Statements, including 1) how end users view online statements and 2) how FI admins manage statements.</td>
<td>One webcast recorded format; webcast recorded by a Training Specialist; each participant will receive classroom materials. Fee includes unlimited logins, valid until 30 days after product is delivered.</td>
<td>1</td>
</tr>
</tbody>
</table>