1. Description of Services.

1.1 Small Business FinanceWorks™ (on Internet Banking). The Small Business FinanceWorks™ (on Internet Banking) (herein “SBFW-IB Service”) will allow Customer to provide a series of small business-focused applications that help complete typical business tasks to their End Users using the Internet Banking platform. SBFW-IB includes a landing page, from which End Users can learn about, sign up for, and access on an ongoing basis the following small business applications:

- **Intuit Billing Manager.** End Users who sign up for Billing Manager can create and send invoices to their customers by email or in print, easily view invoice status, due date and history, and send email reminders for invoices that are near- or over-due. End Users can build a library of product information and an address book of customer information for (re)use across multiple invoices. Billing Manager will be accessed via single sign on from Internet Banking.

- **Intuit Online Payroll.** End Users who sign up for Online Payroll can pay their W-2 employees, pay their payroll tax forms and liabilities and file their payroll tax forms for a single company. Online Payroll will be accessed via single sign on from Internet Banking.

- **QuickBooks Merchant Service.** End Users who sign up for the QuickBooks Merchant Service option in Billing Manager will be able to accept credit card payments for their invoices online. Invoice recipients will be able to enter their credit card information on a secure web site, or the End User (invoice sender) will be able to take credit card information over the phone or in person and then enter that information on a secure web site. First Data is the processing company for this service, and the End User billing for QuickBooks Merchant Service will be handled by First Data.

- **Intuit MyCorporation.** End Users will be able to access MyCorporation assisted legal filing services to perform functions such as incorporate, form an LLC, or file a DBA. MyCorporation will be accessible via a link from the SBFW-IB landing page. The MyCorporation service and the associated invoicing and will not be branded in the name of Customer.

- **My Deposit Service.** The My Deposit Service provided by Ensenta is a home scanner remote deposit service that will be accessible on the SBFW-IB landing page, however, the pricing and billing for this application will be handled separately. In addition, Customer can have the option to exclude this solution from their SBFW-IB landing page.

Customer can select whether or not to include MyCorporation and Intuit Online Payroll on the SBFW landing page.

1.2. Prerequisites. Customer must procure and implement the Internet Banking Service in order to use the SBFW-IB Service. If Customer wishes to offer the My Deposit Service to its End Users, Customer must also procure and implement the My Deposit Service in order to use the My Deposit Service feature of the SBFW-IB Service. The Internet Banking and My Deposit Services are offered and priced separately and are not included with the SBFW-IB Service.

2. Customer’s Responsibilities.

2.1 End User Assistance. Customer shall be responsible for providing assistance and support to its End Users concerning setup tasks and the ongoing use of the SBFW-IB Service. Digital Insight and Intuit will provide secondary support to assist End Users in troubleshooting any access issues with the SBFW-IB Service and in resolving issues associated with the specific functionality of Billing Manager, Merchant Service, MyCorporation, and Intuit Online Payroll.

2.2 Certification Training. The SBFW-IB Service carries a Certification Training requirement as more fully described in the attached Training Options Service Documentation. At least two (2) Customer employees shall successfully complete the Certification Training prior to Delivery of the SBFW-IB Service. Additionally, Customer may be subject to time and materials fees at Digital Insight’s then-current standard rates for Customer Service calls from Customer until such time as the requisite number of Customer personnel has successfully completed the Certification Training.

3. Fees.

3.1 Fees. Customer agrees to pay the fees set forth on Exhibit A for the SBFW-IB Service and Certification Training (“Fees”) under the payment terms set forth therein. Notwithstanding anything to the contrary in the Agreement, Monthly Fees and all other recurring Fees commence upon the earlier of the date the applicable Authorized Service is first Delivered, or sixty (60) days following the Effective Date.

4. End User License Agreements

4.1 End User License Agreements. End Users shall be required to agree to individual End User License Agreements (herein “EULAs”) prior to gaining access to and use of each individual small business applications within the SBFW-IB Services and must at all times comply with the terms of such EULAs.

4.2 Violations of the EULA. Customer shall notify Digital Insight as soon as commercially practicable, but in no event later than forty-eight (48) hours, (except where legally prohibited from doing so) if Customer becomes aware that: (i) any End User is engaging in any activity directly related to the use of the SBFW-IB Service that is illegal or fraudulent or otherwise violates an EULA; or (ii) there is a request for information by law enforcement or a regulatory agency related to the use of the SBFW-IB Service which is issued pursuant to an examination, administrative proceeding, subpoena, warrant or court order. Digital Insight reserves the right to suspend any End User’s account immediately upon becoming aware that such End User is violating the terms of a EULA, or violating any law or is otherwise engaging in activity that is not permitted under this Agreement and that may be detrimental to Customer or Digital Insight. Digital Insight shall provide Customer with prompt notice of any such suspension and such suspension shall not be considered a breach of this agreement or a service outage.

4.3 Use of End User Information. Digital Insight may use anonymous and aggregated End User information collected and stored to conduct certain analytical research, database marketing and marketing program execution activities on behalf of Intuit, its subsidiaries and Customer. Digital Insight may (i) publish summary or aggregate results relating to metrics comprised of research data from time to time and (ii) distribute or license such aggregated research de-identified data to third parties. In accordance with the Gramm-Leach-Bliley Act, Digital Insight will not sell, rent, or share non-public personal information received from End Users as part of SBFW-IB Service with Customer or with companies outside of Intuit and its subsidiaries for their own promotional or marketing use.

5. Administration; Reporting
5.1 **Reporting.** The SBFW-IB End User reporting in Customer’s Management Console will reflect the status, usage and activity of the Billing Manager Service application of SBFW-IB only.

5.2 **End User Billing.** QuickBooks Merchant Service will be accessed within Billing Manager. The End User billing will be handled by a third party vendor. The End Users will receive an invoice from First Data and will not be branded in the name of Customer. The End User billing for MyCorporation and Intuit Online Payroll will be handled by Intuit.

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5.3 **Revenue Share.** In order for Customer to receive a revenue share from End Users’ activity on the MyCorporation service, Customer must enroll as an affiliate of the MyCorporation service. The MyCorporation affiliate manager will then send revenue share checks directly to Customer. Customer must also be established as a referral agent for the sale of Merchant Services within Billing Manager. Accordingly, Customer will be required to complete a W-9 form before Digital Insight can issue any revenue share checks.
SERVICE DOCUMENTATION

Training Options

This SERVICE DOCUMENTATION details certain features, functionality, pre-requisites, and requirements associated with the Authorized Service(s) described in this Service Documentation. In the event of a conflict between this Service Documentation and the terms of the Master Services Agreement, the terms of this Service Documentation shall control and govern, unless expressly stated to the contrary. 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, Digital Insight 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 Digital Insight shall have no further obligation to furnish those Training Services.

2. **Fees and Expenses.** Customer will pay to Digital Insight the Fees outlined on the Exhibit A for the selected courses. Digital Insight 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 Digital Insight for any reasonable travel-related and other out-of-pocket expenses incurred by Digital Insight 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. Digital Insight is not responsible for the skill levels of the students attending each course. Customer should consult with the Digital Insight training coordinator regarding course prerequisites prior to selecting any courses. The following chart details the courses available for training:

<table>
<thead>
<tr>
<th>Component Description</th>
<th>Component Objectives</th>
<th>Deliverables</th>
<th>Length (Hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification SBFW-IB Training</td>
<td>Train FI administrators how to use and manage SBFW-IB.</td>
<td>Three online training modules provided by DI University; Fee includes unlimited access</td>
<td>3</td>
</tr>
</tbody>
</table>
INNOVATIVE MERCHANT SERVICES (IMS)
REFERRAL AGREEMENT

This referral agreement ("Agreement") by and between Innovative Merchant Solutions, LLC, hereinafter referred to as "IMS," and the party identified in the signature block below as "Referrer" is made effective as of the "Effective Date" specified below.

1. RESPONSIBILITIES:  Referrer Responsibilities: Referrer will promote and recommend QuickBooks Merchant Service to End Users through Small Business FinanceWorks. For purposes of this Referral Agreement, such End User merchants will be referenced as “Referred Merchants.” No minimum marketing activity is required of Referrer.  IMS Responsibilities: IMS will quote a bankcard discount rate, equipment fees, and other related fees to qualified merchants, provide reasonable assistance to merchants in completing merchant application and agreement forms. IMS will respond to customer leads promptly, with a goal of responding to customer leads within one business day of the receipt of the lead. IMS will also apprise Referrer of the status of the sales process for Referred Merchants through a monthly sales report. IMS will evaluate each Referred Merchant in accordance with IMS underwriting standards and has complete discretion over the acceptance or rejection of the Referred Merchant’s application. Similarly, IMS acting in its sole discretion may terminate or modify its agreement with any Referred Merchants at any time.

2. FEES & COSTS:  For such time that Referrer acts as a referral source of End Users to IMS in its capacity as a customer of the Small Business FinanceWorks offering, IMS will pay Referrer a monthly fee equal to 1) the retail markup amount over the monthly, per customer user service fee plus 2) revenue share equal to the “Revenue Percentage” multiplied by the “Profits” for each Referred Merchant as set forth on Schedule A. The “Revenue Percentage” Referrer will earn is 30%. IMS may update the pricing set forth on Schedule A from time to time to reflect changes in interchange rates or modifications of other fees made generally to IMS customers. Each party will bear their own costs and expenses in performing under the Agreement.

3. TERM AND TERMINATION:  This Agreement is effective for so long as Customer remains a Small Business FinanceWorks customer, provided that IMS may terminate immediately upon providing notice if Referrer fails to comply with Section 5. IMS may also terminate these Referral Terms if it ceases providing QuickBooks Merchant Services to Small Business FinanceWorks End Users.

4. LIABILITY:  IMS will contract directly with Referred Merchants for processing services and assumes all credit risk with respect to its relationship with Referred Merchants. IMS will independently and without reliance on Referrer make its own credit analysis and decisions with respect to each prospective Referred Merchant based upon such documents and information it deems appropriate. Referrer assumes no liability with respect to the authenticity, validity, accuracy or completeness of any document or instrument provided by any Referred Merchant. Referrer will not be responsible for (i) chargeback processing services or losses, or (ii) any losses, liabilities, or damages whatsoever suffered by IMS. Referrer is not making any representation or warranty whatsoever concerning the nature of the Referred Merchant’s business or credit worthiness.

5. CONDUCT OF BUSINESS.  Referrer agrees to (a) conduct business in a manner that reflects favorably on the products, services and reputation of IMS; (b) fully comply with all applicable laws and regulations, including privacy laws; (c) not engage in deceptive, misleading or unethical practices; and (d) not be party to agreements that conflict with its obligations under this agreement.

6. LICENSE GRANT:  IMS grants to Referrer for use solely in fulfilling its obligations under and during the term of the Agreement, a limited, nonexclusive, royalty-free, nontransferable and non-sublicensable, worldwide license to use, reproduce, publicly perform, distribute and display the IMS trade names, trademarks, service marks and/or logos that are provided by IMS to Referrer by an authorized IMS representative managing Referrer relationships. All such materials may only be used in the form delivered by IMS and all such use will accrue to the benefit of IMS. IMS may terminate or modify this license grant at any time.

7. NON-SOLICITATION OF MERCHANTS: The parties agree that without IMS’ prior written consent, Referrer shall not permit or enable any of its employees, agents, subsidiaries, sales persons or any other person or entity to solicit or cause any Referred Merchant to terminate its service relationship with IMS.

8. RESTRICTIONS ON DATA USE:  Without the other party’s written consent, neither Referrer nor IMS will use any data obtained under the Agreement to solicit, either directly or through a third party, customers of the other party as a result of their status as a customer of the other party. For purposes of clarification, the foregoing restriction does not prohibit marketing products or services to customers of the other as part of a general offering of such services.

9. MISCELLANEOUS: This Agreement is the entire agreement between the parties and supersedes all prior representations, statements, letters, negotiations, and agreements concerning the subject matter hereof. Any modifications to this Agreement must be in writing and signed by both Parties. Nothing in this Agreement is intended to create a partnership, joint venture, agency or employment relationship between the parties. This Agreement is not assignable by Referrer, including by operation of law, without IMS’ prior written consent. This Agreement may be executed in counterparts. This Agreement shall be governed by California law and the parties consent to the exclusive jurisdiction and venue in the state and federal courts in Los Angeles County, California. Sections 7 and 8 will survive termination of the Agreement.
## Schedule A

All revenue above expenses (“Profits”) will be calculated based on the IMS Revenue and Expense Table (see below).

<table>
<thead>
<tr>
<th>Revenue Categories</th>
<th>Expense Category</th>
<th>Discount</th>
<th>Transaction</th>
<th>Explanation of Fee Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount and Transaction Fees</td>
<td>Pass – through of Interchange and Assessments</td>
<td>$0.08 per transaction</td>
<td>Transaction Fees represent capture and settlement fees incurred.</td>
<td></td>
</tr>
<tr>
<td>Bank Processing Fees</td>
<td>.03% of Processing Volume</td>
<td>$0.10 per transaction</td>
<td>Fees paid to IMS Member Financial Institutions</td>
<td></td>
</tr>
<tr>
<td>T&amp;E Transaction</td>
<td>N/A</td>
<td>$0.01 per verification</td>
<td>Address verification fee.</td>
<td></td>
</tr>
<tr>
<td>T&amp;E Transaction</td>
<td>N/A</td>
<td>$0.10 per transaction</td>
<td>Non bankcard transaction (e.g., American Express, Discover, Diners, JCB)</td>
<td></td>
</tr>
<tr>
<td>AVS</td>
<td>N/A</td>
<td>$0.01 per verification</td>
<td>Address verification fee.</td>
<td></td>
</tr>
<tr>
<td>Batch Header Fee</td>
<td>$0.08 per batch</td>
<td>$0.10 per transaction</td>
<td>Fees paid for every batch closure</td>
<td></td>
</tr>
<tr>
<td>Customer Service Fee</td>
<td>$7.00 per month</td>
<td>$0.10 per transaction</td>
<td>24/7 customer service including tech help desk</td>
<td></td>
</tr>
<tr>
<td>Monthly Minimum Fee</td>
<td>None</td>
<td>$0.10 per transaction</td>
<td>24/7 customer service including tech help desk</td>
<td></td>
</tr>
<tr>
<td>Debit Transaction Fee</td>
<td>$0.01 per transaction + network fees</td>
<td>$0.10 per transaction</td>
<td>See <a href="http://www.innovativeagreement.com">www.innovativeagreement.com</a> for list of network fees</td>
<td></td>
</tr>
<tr>
<td>Debit Card Access Fee</td>
<td>Free</td>
<td>$0.10 per transaction</td>
<td>24/7 customer service including tech help desk</td>
<td></td>
</tr>
<tr>
<td>American Express Bonus</td>
<td>0% of all fees</td>
<td>American Express Account Activation Bonus and Residuals received by IMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discover Card Bonus</td>
<td>0% of all fees</td>
<td>Discover Account Activation Bonus received by IMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check Guarantee Fee</td>
<td>N/A</td>
<td>$40 flat fee per signing and 10% of net revenue earned.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Exhibit A
Fees

Payment Terms:
- Setup Fees are due upon the Amendment Effective Date.
- Monthly Fees will begin upon the earlier of (i) Delivery (meaning when the Authorized Service is installed and ready for testing); or (ii) six (6) months following the Amendment Effective Date.