



## Services Agreement

This Services Agreement (the "Agreement") is entered into effective this 5<sup>th</sup> day of June, 2012 ("Effective Date") by and between:

Cash Cycle Solutions, Inc.  
201 South Tryon Street, Suite 800  
Charlotte, NC, 28202  
(704) 697-0676

A North Carolina Corporation

**("CCS")**

and

City of Key West  
3126 Flagler Avenue  
Key West, FL 33040

A Florida State Public Utility

**(the "Client")**

By the signatures of their duly authorized representatives below, CCS and Client, intending to be legally bound, agree to all of the provisions of this Agreement and all Schedules and Addenda to this Agreement.

### Cash Cycle Solutions, Inc.

By: \_\_\_\_\_

Print name: Kelly Choate

Title: President

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

### Client

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Witness: \_\_\_\_\_

### 1. Definitions

All terms shown in proper case and acronyms shown in all capital letters are defined in Attachment A included in and made a part of this Agreement.

### 2. Services

- a. CCS shall provide to Client the document communication and other services (the "Services") as described in each Services Order ("Order" or "Orders") appended to this Agreement in substantially the form provided in Attachment F hereto, or in such other form as CCS might approve.
- b. Additional Services may be incorporated into this Agreement by mutual agreement of CCS and the Client through the execution of a new Order. New Orders are subject to all the terms and conditions of this Agreement.
- c. Existing Orders may be amended by mutual agreement of CCS and the Client through the execution of a Superseding Order. Superseding Orders will be subject to all the terms and conditions of this Agreement.
- d. CCS is not obligated to provide any services under this Agreement unless set out in an Order executed by the parties.

### **3. Contract Term and Renewal**

- a. This Agreement shall begin on the Effective Date indicated in the first paragraph of the Agreement and shall continue through January 1, 2014, unless stated otherwise on the Order.

### **4. Fees and Expenses**

- a. Client shall pay to CCS the fees for Services set out in the Order and as per Attachment B.
- b. Client is responsible for the cost of all Mailing Materials in the production of Jobs. The initial cost of Mailing Materials is as set forth in the Order(s).
- c. If the Client elects to use custom Mailing Materials, (i) Client shall pay initial setup fees, if any, and (ii) CCS, may at its option, require the Client to prepay an amount equal to three (3) months' supply on a rolling three-month basis. If the customer requires a stocking level greater than three (3) months, an additional stocking fee may be assessed. Upon discontinuation of use of custom Mailing Materials and/or termination of the Agreement, any custom Mailing Materials that have been purchased or acquired for Client shall be (i) returned to Client at Client's expense, or (ii) destroyed by written approval of the Client. Client shall be responsible for payment of all custom Mailing Materials not already paid for by Client pursuant to this paragraph.
- d. Client agrees to reimburse CCS for all reasonable transportation, meals, lodging and other travel expenses, if any, incurred in traveling to the Client's location during Implementation of Services provided under this Agreement. Such travel and the costs incurred are subject to prior approval of Client.
- e. Client agrees to reimburse CCS for all reasonable costs of mailing or shipping incurred in delivery of print samples, office copies or other materials to the Client.

### **5. Exclusivity and Minimum Charges**

- a. During the entire term of this Agreement, Client shall solely and exclusively utilize the Provider as its sole provider of the Services or any other services similar in nature to the Services.
- a. With respect to any month during the term of this Agreement, in the event Client fails to provide the minimum volume of business to Provider as set forth in the Order, in addition to the fee/charges payable by Client in respect of the Services performed that month, Client shall pay Provider an amount equal to the difference between such Charges and the amount that such Charges would have been had the minimum volume of business been provided by Client.

### **6. Taxes**

- a. Client shall be responsible for all federal, state or local sales, use or excise taxes levied upon, or measured by the sale of goods or services provided herein, provided that such taxes are imposed by law on the Client as purchaser of the goods or services.
- b. CCS will exempt the Client from sales, use or excise taxes if the Client can provide a duly authorized exemption certificate.

### **7. Postage**

- a. Client agrees to pay, as a deposit for postage required for Mailing Services, an amount equal to two (2) times the estimated monthly Postage ("Postage Deposit"). The Postage Deposit shall be considered an imprest deposit balance and actual postage usage will be reimbursed through invoicing as described in Section Attachment B.
- b. The initial estimate of monthly postage shall be based on volume estimates and postage rates provided in the Order. CCS will submit an invoice for the initial Postage Deposit approximately thirty (30) days before an Order's first Job is processed. The Client agrees to pay the initial Postage Deposit on or before an Order's first Job is processed.
- c. CCS will periodically review actual postage usage. If the average monthly postage over the preceding six (6) months times two (2) is greater than the Client's current Postage Deposit, CCS will submit an invoice to the Client for the difference. Invoices for additional Postage Deposits are due ten (10) days from the date of the invoice.
- d. If the average monthly postage over the preceding six (6) months times two (2) is less than the Client's current Postage Deposit, CCS will pay a refund to the Client for the difference.
- e. If the United States Postal Service increases the postal rates, CCS will invoice the Client the difference to maintain the Postal Deposit account equal to two (2) months of actual postage. Invoices for additional Postage Deposits are due ten (10) days from the date of the invoice.

- f. The Client may request that CCS review the Postage Deposit balance relative to actual postage usage at any time.
- g. CCS will process Jobs using permit postage, unless metered postage processing is requested by Client. Metered postage will require a processing charge as provided in the Order(s).
- h. Failure to pay invoices for Postage Deposits might result in a delay in the processing of a Job or Jobs until the past due invoice is paid. Such a delay shall not be deemed a failure of CCS to perform in accordance with its obligations defined herein.
- i. Upon termination of this Agreement the Postage Deposit will first be applied to any outstanding Client invoices with the remaining balance, if any, refunded to the Client.

## **8. Price Adjustment**

- a. The price for the non-Mailing Materials element of Services may be adjusted on each anniversary of this Agreement for an amount representing the lesser of the increase in CPI (as defined in Attachment A) during in the preceding twelve (12) months or 4%.
- b. The price for Mailing Materials may be adjusted every June 30 and December 31 of this Agreement based on the increase in the PPI (as defined in Attachment A).

## **9. Client Obligations**

- a. Client shall assign a project manager and secondary liaison for each Order to facilitate design, implementation and ongoing execution of Client obligations under the Order and this Agreement. Client shall promptly notify CCS' customer service representative verbally or in writing of any changes in the project manager or secondary liaison.
- b. Client shall make every effort to provide CCS with forms and data file structures within thirty (30) days of Order execution, but in no case longer than forty-five (45) days.
- c. Client shall be responsible for the performance of any of its third parties in providing form data file structures, data files or other services which CCS requires in performing its obligations under this Agreement.
- d. Client shall provide data files in the format and via communication method(s) agreed to by both parties during Implementation. Client is responsible for maintaining backup copies of data files it provides to CCS and CCS shall have no liability for any loss or damage caused by Client's failure to maintain copies.
- e. Client will notify CCS at least thirty (30) days prior to major changes to the form or any changes to data structure and at least seven (7) days prior to minor changes in the form layout.
- f. Client shall provide approvals within the Order's SLA timeframes. CCS SLA obligation for delivery of a job to the postal service begins only when the approval is provided.
- g. All Inserts must be within CCS' insertion machine specifications, which may change from time to time during the term of this Agreement. The current minimum specifications for Inserts are set forth on Attachment C. Any deviation from the specifications will result in additional charges and may result in a delay in completion of Job(s).
  - i. Fees for Inserts are as set forth in the Order(s), subject to limitations described in Attachment C.
  - ii. If requested by Client, CCS can provide printing services for Inserts. Pricing to be determined on an item by item basis.
  - iii. Client, at its option, may provide inserts to CCS for inclusion in Jobs.
  - iv. Inserts, whether provided through CCS or directly by Client, remain the property of the Client held on consignment by CCS. Inserts must be provided to CCS at least three (3) business days prior to a Job request.
- h. If the Services or data maintained by the Services is accessible through the internet or other networked environment, Client shall maintain, in connection with the operation of the Services, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication. To the extent that the Client, its affiliates or employees have access to the Services through the Internet or other networked environment, Client shall maintain agreements with such end-users that adequately protect the confidentiality and intellectual property rights of CCS and disclaim any liability or responsibility of CCS with respect to such end-users.
- i. The Client is solely responsible for the adequacy and accuracy of the Client's data and the instructions, programs and procedures supplied by it. The Client shall provide its own audit controls, operating methods and checkpoints necessary to satisfy the Client's requirements with respect to detection of machine errors, security and adequacy of the data provided by the Client to CCS and necessary to enable recommencement and recovery in the event of any malfunction. CCS shall rely on the accuracy of all data and information provided to it by Client.

- j. The Client shall maintain adequate back-up material that will enable the regeneration of Client data, computer files, printer output and other data in the event of loss, damage or destruction of such data. Accordingly, Client shall produce and keep copies of the source documents of the information delivered to CCS and shall maintain a backup procedure for reconstruction of lost or altered Client computerized files and records to the extent deemed necessary by Client.
- k. CCS shall use commercially reasonable measures to prevent the loss, damage or destruction of the Client's data. If Client's data is lost, damaged or destroyed after its transmission to CCS, CCS shall notify the Client forthwith and the Client shall retransmit the data to CCS for processing. Both CCS and Client agree to co-operate reasonably to remedy any such loss, damage or destruction and to enable the processing of the Client's data by CCS as quickly as reasonably possible.

## **10. CCS Obligations**

- a. CCS shall assign a customer service representative to facilitate design, implementation and ongoing execution of its obligations under this Agreement. CCS shall promptly notify Client of any changes in the assigned customer service representative. While there will be a specific customer service representative assigned to Client, all members of CCS customer service team are available to assist Client.
- b. CCS will complete form and data design required before Services can commence. CCS will provide assistance to Client in working with any of Client's third parties to the fullest extent practical.
- c. CCS shall print all forms and envelopes on a high quality laser printer using format, fonts, color, special messages and variable data as prescribed by Client in the Order.
- d. CCS will provide materials, including paper, mailing envelopes, business return envelopes, and inks as required by the Order ("Mailing Materials"). All materials will be CCS standard high quality materials (bright white, 24# paper) unless custom Mailing Materials are prescribed in the Order.
- e. CCS normally completes and delivers Jobs for mailing within three (3) business days of approval of the Job by Client, but the requirement for completion will be defined as the service level for each application in the Order ("SLA"). CCS will make every effort to complete each Job within the Order's SLA, but actual completion could vary due to Inserts outside of minimum specifications, a high number of special handling pieces, etc. CCS will make every effort to communicate issues that could delay completion of Jobs within their SLA. CCS does not warrant nor guarantee delivery time or performance of the United States Postal Service.
- f. CCS agrees to reprocess any work-product containing erroneous results due to a malfunction of CCS's equipment or operating system or error on the part of CCS's operators, on the condition that the Client notifies CCS of the erroneous results within sixty (60) days of the completion of the work-product in question. The Client shall implement data security procedures and checkpoints necessary to avoid excessive rerun times to restore a file to its required status.
- g. If the Services are partially or wholly interrupted owing to a malfunction in CCS's equipment, operating system or the telecommunication channels, the party detecting the interruption shall forthwith notify the other party orally, and CCS shall forthwith remedy the malfunction, with the assistance, if necessary, of the Client's suppliers of maintenance services for the remote terminal equipment or the telecommunications channels.
- h. After execution of an Order, CCS shall provide Client with a questionnaire regarding Client's requirements for implementation of Services. Client shall promptly complete and return such questionnaire to CCS. Following return of the questionnaire, Client and CCS shall schedule an on-site meeting to review Client's requirements. Client and CCS shall work together to develop a mutually-agreed implementation plan based upon the results of the questionnaire and the meeting. Upon approval of the implementation plan by Client, CCS shall commence the implementation work set forth in the implementation plan.
- i. CCS shall provide basic training in the use of CCS Software and processing procedures for a reasonable number of Client's training personnel. Client's training personnel shall be responsible for training Client employees in use of CCS Software and in processing procedures.
- j. Beginning on the Implementation Date, CCS shall provide the following combined ongoing support services to Client:
  - i. CCS shall provide to Client, during CCS' normal business hours (8 a.m. to 5 p.m. ET, Monday through Friday, excluding U.S. market holidays), telephone assistance regarding Client's proper and authorized use of the Services.
  - ii. CCS shall provide to Client, during CCS' aforementioned normal business hours, commercially reasonable efforts in solving User problems that arise in connection with Client's proper and authorized use of the CCS Software and in correcting failures of the CCS Software to perform substantially in accordance with the CCS Software documentation. Client shall provide reasonable assistance to CCS in order to assist CCS in its efforts to diagnose and correct the problem or failure.
- k. From time to time, at its sole discretion, CCS may make or incorporate modifications, revisions, refinements, improvements, enhancements, or updates to the CCS Software. Client hereby accepts all such modifications, revisions, refinements, improvements, enhancements, and updates ("Updates"). All Updates shall be furnished by means of direct incorporation into the

CCS Software and shall be accompanied by updates to the CCS Software documentation whenever CCS determines, in its sole discretion, that such updates are necessary. Upon being made or incorporated, updates shall be deemed a part of the CCS Software.

- l. CCS shall take all reasonable steps to ensure that access to Client's computerized files and records are available only to CCS, Client and Client's users. CCS reserves the right, at its own expense, to issue and change procedures from time-to-time to improve or protect file security.
- m. Should any amount due to CCS from Client become past due greater than fifteen (15) days from invoice due date, CCS shall have the right to suspend performance of Services until the past due amount is paid or CCS exercises its rights under Section 14 herein.

#### **11. Privacy of Client Data**

- a. CCS's Privacy Policy, attached hereto as Attachment E, applies to all data received by CCS from Client pursuant to this Agreement. Except as provided herein, CCS will comply with all applicable laws relating to personal, confidential and/or financial information and will not share any such information with any other companies, the government or any third party without the express written consent of the owner of the information, unless required to do so by law or court order. CCS shall not sell information it receives from Client or Client's clients to any party.

#### **12. Additional Services**

- a. During the term of this Agreement, Client may request optional Services set forth in the Order.
- b. Client may request that CCS, subject to the availability of CCS personnel, provide to Client additional consulting services, custom programming, support services relating to custom programming, assistance with data transfers, and other specialized support services with respect to the Services. These services will be provided by CCS at Client location(s) if and when CCS and Client agree that on-site services are necessary.
- c. Prices and rates for additional services will be as provided in the Order, but are subject to change by CCS without prior notice to Client, except when such additional services are requested.

#### **12. Grant of License**

- d. CCS shall grant to Client a non-exclusive, nontransferable, and non-assignable license to use CCS Software described in the Order.
- e. CCS warrants that the CCS Software will conform to its then current published specifications. CCS does not warrant (i) that CCS Software will meet Client's requirements or that operation of the Software will be uninterrupted or error-free or (ii) that any Professional Services rendered hereunder will result in improvements in Client's software or in the solution to any problems Client may encounter in the use of Equipment or Software.
- f. The remedy of Client, in the event the CCS software does not conform as specified shall be, at CCS' option, (i) use of all reasonable efforts to correct or replace the non-conforming portion within a reasonable period of time after receiving written notice from Client, or (ii) cessation of the all remaining license fees payable by Client.
- g. Client is prohibited from developing, manufacturing, adding to or otherwise creating any software which incorporates, in whole or in part, CCS Software. Modification of CCS Software by Client is prohibited.
- h. CCS warrants that it has the right to license the CCS Software according to the terms of this Agreement and that to the best of CCS' knowledge the CCS Software does not infringe on any copyright, patent or trade secret. CCS shall defend and indemnify Client from and against any third party claim that the CCS Software infringes a third party's patent, copyright or other intellectual property right; provided that Client promptly notifies CCS in writing of the claim and Client fully cooperates with CCS and CCS has sole control of the defense and all related settlement negotiations.
- i. Except as expressly provided in this License, Client licenses all Software and receives all support services on an "AS IS" basis. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### **13. Confidentiality**

- a. Client and CCS acknowledge that each will receive information, manuals and software from the other. Client and CCS will consider all such information secret, proprietary and confidential (herein "Confidential Information"). Client and CCS will keep confidential and

not disclose Confidential Information to any person and will take measures within its organization to protect the secrecy of such Confidential Information

- b. Client agrees not to decompile, reverse engineer or reverse assemble Confidential Information. Materials such as manuals or user guides may be copied by the Client only for use pursuant to Client's responsibilities under this Agreement.
- c. The parties agree to restrict circulation of all Confidential Information within their own organization to the extent necessary to perform its obligations, and in no case will any disclosure be made to any third party, unless such disclosure is requested or required in any judicial or administrative proceeding or otherwise required by law.
- d. Should Client or CCS be required to disclose Confidential Information due to judicial, administrative or other legal proceeding, they shall immediately notify the other and cooperate fully in any and all efforts to overturn the required disclosure.
- e. Confidential Information shall not include information known to a party prior to disclosure hereunder; or becomes publicly known through no wrongful act of the other party; or which is disclosed to the other party by a third party without any breach of obligations of confidentiality.
- f. CCS will comply with HIPAA Privacy Regulations as may be required by the Client.
- g. All media releases, public announcements, and public disclosures by either party relating to this Agreement or the subject matter of this Agreement, including promotional or marketing material (both internal or external), but not including announcements intended solely for internal distribution or to meet legal or regulatory requirements, must be approved in writing by the other party prior to release except that CCS may, without prior approval of Client: (i) include Client's name on any list of CCS customers (including any list compiled and distributed by CCS' parent company) and distribute such list to prospective customers in confidence; (ii) issue a press release after Client commences using the Services in production, stating that Client is a customer of CCS Services; and (iii) use Client's name and excerpts of information contained in such press release in other CCS or its parent company Web sites, publications, presentations, and investor relations and trade press communications and interviews.

#### **14. Early Termination**

- a. Client may terminate this Agreement "For Cause" if:
  - i. CCS breaches any of its material obligations under this Agreement and, provided the breach is susceptible to cure, does not cure the breach within thirty (30) days of written notification by Client.
  - ii. CCS dissolves or liquidates or otherwise discontinues all or a significant part of its business operations.
- b. Client has no additional ongoing obligations in the event it terminates the Agreement For Cause. However, Client remains obligated to pay all amounts outstanding for services already provided, for custom Mailing Materials, Inserts and any other products purchased by CCS exclusively for use in Clients Jobs.
- c. Client may terminate this Agreement "Without Cause" as follows:
  - i. Client must provide CCS ninety (90) days written notice.
  - ii. Client remains obligated to pay all amounts outstanding for services already provided, for custom Mailing Materials, Inserts and any other products purchased by CCS exclusively for use in Clients Jobs.
  - iii. Client is responsible for payment of a termination fee pursuant to paragraph 14.f below.
  - iv. Amounts due shall be paid within fifteen (15) days of such termination Without Cause.
- d. CCS may terminate this Agreement "For Cause" as follows:
  - i. Client fails to pay to CCS, within ten (10) days after CCS makes written demand thereof, any past-due amount payable under this Agreement including interest thereon that is not subject to a Good Faith Dispute (as defined in Attachment A).
  - ii. Client breaches any of its other obligations under this Agreement and, provided the breach is susceptible to cure, does not cure the breach within thirty (30) days of written notification by CCS.
  - iii. Client dissolves or liquidates or otherwise discontinues all or a significant part of its business operations.
- e. On the occurrence of any event which would permit CCS to terminate this Agreement pursuant to this section, in addition to all other rights and remedies available at law or in equity, CCS may, without terminating this Agreement, and in its sole discretion and without further notice to Client, suspend performance of any or all of its Services under this Agreement, until and unless CCS determines, in its sole discretion and upon whatever conditions CCS chooses to impose on Client, to resume performance of some or all of the suspended Services.
- f. In the event of termination by Client Without Cause or by CCS For Cause, Client shall pay a termination fee equal to 50% of amounts due under this Agreement, excluding Mailing Materials, with respect to the period ending on the date of early termination

through the expiration date of the term then in effect. Such amount paid is an estimate of the liquidated damages for the Client's early termination, and shall in no way be construed as a penalty for such termination.

- g. Upon termination of this Agreement, Client will immediately discontinue use of and return to CCS all Confidential Information, CCS Software and other copies of any proprietary CCS information then in Client's possession. Within thirty (30) days after termination of this Agreement, Client will give notice to CCS containing reasonable instructions regarding the disposition of tapes, data, files and other property belonging to Client and then in CCS' possession. CCS will comply with that notice, except that CCS may retain all such property until CCS receives all payments due to CCS under this Agreement. If Client fails to give that notice within 30 days after termination of this Agreement, then CCS may dispose of such property as it sees fit.

**15. Notices**

- a. Notices, requests or other communications required hereunder to be sent to the other party shall be (a) by United States first class mail, postage prepaid, and addressed to the other party or (b) by personal delivery, or (c) by commercial overnight delivery service or (d) by facsimile or (e) by electronic mail at the address, email or facsimile number set forth hereunder (or to such address, email or facsimile number as such party shall have designated by proper notice). Both parties consent to service of process by certified mail at its address above (or to such other address as such party shall have designated by proper notice) in connection with any legal action.

If to Client:

Name Jay Gewin  
Title Utility Manager  
Address City of Key West  
3126 Flagler Ave.  
Key West, FL 33040  
  
Email [jgewin@keywestcity.com](mailto:jgewin@keywestcity.com)  
  
Facsimile \_\_\_\_\_

If to CCS

Name Kelly Choate  
Title President  
Address Cash Cycle Solutions, Inc.  
201 South Tryon Street, Suite 800  
Charlotte, NC 28202  
Email: [kchoate@totalccs.com](mailto:kchoate@totalccs.com)  
Facsimile (704) 697-0676

**16. Assignment by CCS**

- a. CCS may assign any or all of its rights, obligations and interest hereunder. Upon any such assignment, such assignee (herein "Assignee") shall have and be entitled to any and all rights and remedies of CCS under the Agreement. Client shall have all the same rights and remedies against Assignee that it had against CCS.
- b. UPON NOTICE OF SUCH ASSIGNMENT CUSTOMER AGREES TO PAY DIRECTLY TO ASSIGNEE WITHOUT ABATEMENT, DEDUCTION OR SETOFF ALL AMOUNTS WHICH BECOME DUE UNDER THE AGREEMENT AND FURTHER AGREES THAT IT WILL NOT ASSERT AGAINST ASSIGNEE ANY DEFENSE, COUNTERCLAIM OR SETOFF FOR ANY REASON WHATSOEVER IN ANY ACTION FOR PAYMENT OR POSSESSION BROUGHT BY ASSIGNEE.

**17. Entire Agreement**

- a. This Agreement and its referenced attachments represent the entire agreement. Only the additional documents listed in Attachment D are incorporated into this Agreement through reference.
- b. The terms of this Agreement shall prevail in the event of conflict with any and all other documents or correspondence between CCS and the Client, including conflicts with documents listed in Attachment D.

- c. This Agreement may be modified only by written addendum referencing this Agreement and executed by CCS and Client.
- d. Client may adjust services required (more/less) during contract term via Amendment approved by both parties. In the event of such Amendments, all other non-amended provisions of this Agreement remain in effect.

**18. Miscellaneous**

- a. No amendment to or waiver of any provision of the Agreement shall be effective unless in writing signed by CCS and Client.
- b. Delay, failure or partial exercise of any right, remedy or power under the Agreement by either party shall not operate as a waiver of such rights, remedy or power or preclude the exercise of any other right, remedy or power under the Agreement.
- c. Any provision of the Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of the Agreement.
- d. In the event that legal or other action is required to enforce either party's rights under the Agreement, the prevailing party shall be reimbursed on demand for its reasonable attorneys' fees and its other related costs and expenses.
- e. CASH CYCLE SOLUTIONS' TOTAL LIABILITY UNDER THIS AGREEMENT WILL UNDER NO CIRCUMSTANCES EXCEED THE FIRST THREE MONTHS' FEES ACTUALLY PAID BY CUSTOMER TO CASH CYCLE SOLUTIONS UNDER THIS AGREEMENT.
- f. UNDER NO CIRCUMSTANCES SHALL CASH CYCLE SOLUTIONS BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR LOST REVENUES, LOST PROFITS, LOSS OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING SUCH DAMAGES ARISING FROM ANY BREACH OF THIS AGREEMENT, OR ANY TERMINATION OF THIS AGREEMENT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT FORESEEABLE, EVEN IF CASH CYCLE SOLUTIONS HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. UNDER NO CIRCUMSTANCES SHALL CASH CYCLE SOLUTIONS BE LIABLE FOR THE TRUTH, ACCURACY, TIMELINESS, SEQUENCE OR COMPLETENESS OF ANY CUSTOMER DATA PROVIDED BY CUSTOMER OR PROCESSED BY CASH CYCLE SOLUTIONS, OR FOR ERRORS, MISTAKES OR OMISSIONS THEREIN.
- g. Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by the non-performing party with reasonable care.
- h. The captions in the Agreement are for convenience only and shall not define or limit any of the terms hereof.
- i. THE AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.



## Attachment A Definitions

<u>Term</u>	<u>Definition</u>
a. Additional Order	Additional orders for services as defined in paragraph 2.b.
j. Agreement	This Agreement, as may be amended and all incorporated Orders.
k. Confidential Information	Information, manuals and software Client and/or CCS receives from the other will be considered secret, proprietary and confidential.
l. CPI	“Consumer Price Index - All Urban Consumers (Current Series), U.S. City Average, All Items” published by the United States Department of Labor, Bureau of Labor Statistics ( <a href="http://www.bls.gov/cpi/data.htm">http://www.bls.gov/cpi/data.htm</a> )
m. Good Faith Dispute	A good faith dispute by Client of certain amounts invoiced under this Agreement will be deemed to exist only if (i) Client has given written notice of the dispute to CCS promptly after receiving the invoice and (ii) the notice explains Client's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed; amounts not subject to good faith dispute must be paid pursuant to normal terms.
n. Implementation	The initial service phase(s) of an Order, including form design, data design and digital services set-up, required to be completed before ongoing Job Services can begin.
o. Initial Order	Initial order for services as defined in paragraph 2.a.
p. Inserts	Items to be inserted into and mailed with mail piece such as flyers and stuffers.
q. Job	Each execution of the ongoing Services of an Order. Ongoing Services typically include print and mail, fulfillment, electronic bill presentment and payment and document archival and retrieval.
r. Job Detail Report	A report listing pertinent information about Jobs processed for Client during a stated period of time, usually a month.
s. Mailing Materials	Materials used in the fulfillment of Mailing Services. Mailing materials include paper and pre-printed forms, mailing envelopes, return envelopes, inks and other materials purchased by CCS. Mailing Materials as used in this Agreement excludes Inserts and other similar materials paid for by the Client and provided to CCS as consigned inventory.
t. Mailing Services	Services in an order which involve the mailing of documents. Mailing services may include printing of documents by CCS or it may be mailing of documents prepared by the Client.
u. Order or Orders	Service order(s) as defined in paragraph 2.a.
v. Postage	Amounts paid to the United State Postal Service for the delivery of mail pieces.
w. Postage Deposit	Advance payment by Client of estimated postage as defined in Section 7.a.
x. PPI	“Producer Price Index for Commodities - Paper - WPU0913” published by the United States Department of Labor, Bureau of Labor Statistics ( <a href="http://www.bls.gov/ppi">http://www.bls.gov/ppi</a> )
y. Seasonal Jobs	Orders for services to be performed over a period of not more than 30 days during a 6 month period.
z. Services	As defined in paragraph 2.
aa. SLA	Service level agreement as to time limits for completion and mailing of Jobs.
bb. Statement Processing	The statement processing component of Mailing Services, as delineated
cc. Superseding Order	Service order that amends an existing order as described in paragraph 2.c.
dd. CCS Software	Software owned or licensed from a third-party by CCS which is provided to or made available via the internet portal to the Client.

**Attachment B**  
**Invoicing for Fees and Expenses**

1. CCS will invoice fees for Implementation in two parts:
  - 50% upon the execution of the Order, and
  - 50% upon completion of each Implementation element of the Order.
2. Unless otherwise set out in the Order, CCS will invoice fees for Jobs, Postage and expenses by the 3rd business day of the month for the previous month's Services.
3. Amounts due for all Orders under this Agreement will be included on a single invoice but on separate lines, unless separate billing is specified on the Order.
4. If requested by the Client, CCS will include a Job Detail Report with each invoice. This Job Detail Report will list every job processed in the billing period and include the Order description, TMM number, date mailed, number of packets processed, and number of special handlings, service fee and postage. The actual layout and content of the Job Detail Report may be modified by CCS at any time without prior notification to the Client.
5. Specialized reports may be provided, if requested by the Client, but will be subject to a mutually agreed to administrative cost recovery fee.
6. All invoices are due net fifteen (15) days. Client agrees to pay a service charge of 1.5% per month for all invoices not paid within 30 days of the invoice date.
7. Client will send all payments provided for herein to CCS' Remit To Address:
  - Cash Cycle Solutions, Inc.
  - 201 S. Tryon Street. #800
  - Charlotte, NC 28202

### **Attachment C Insert Minimum Specifications**

Inserts must meet the following design and production specifications.

- Range of 6" – 8.5" in width.
- Range of 3.5" – 3.67" in height after folding.
- Single sheet, bi-fold, tri-fold or quad-fold (typically for 7", 11" and 14" paper, respectively) is acceptable.
- An insert with folds must be "C" folded, only. No "Z" folds.
- Minimum 24# paper for single and bi-fold; minimum 20# paper for tri and quad-fold.
- Maximum 64# paper for single sheet.

Inserts that are outside these minimum specifications must be approved by CCS in advance, and may incur additional insertion fees and may delay completion within prescribed SLAs.

**Attachment D**  
**Documents Incorporated Into This Agreement Through Reference**

-None-

Attachment E  
**CCS Privacy Policy**

At **Cash Cycle Solutions, Inc.** (“CCS”, “we”, “our” or “us”), we are committed to protecting the privacy and the confidentiality of personal information of our clients and our client’s customers (collectively, “Clients”) and our employees (“Employees”). In order to comply with applicable privacy legislation and to instill confidence in our Clients and Employees that the personal information they entrust to us is safe, we have developed this Privacy Policy. We want our Clients and Employees to know why we ask for their personal information, how we use it, what safeguards we employ and how to contact us with privacy-related questions.

In this **Privacy Policy**, “Personal Information” means information that specifically identifies a Client or Employee as an individual and is provided to or collected by CCS. The type of personal information CCS collects, uses and discloses may include a Client’s or Employee’s name, age, gender, residential mailing address, residential phone numbers or email addresses, financial, credit and banking information, social insurance number (and other identification numbers), employment experience (past and present) and records, health information and tax records. Personal Information does not, however, include a Client’s or Employee’s business title, business address or business telephone number in such individual’s capacity as an employee of an organization or enterprise.

In this Privacy Policy, “Personal Health Information” includes information concerning an Employee’s physical or mental health collected or generated in the course of CCS providing an Employee with health services or benefits. In the case of Employees, Personal Information will also include Personal Health Information and all applicable information contained in the Employee’s personnel file.

**Identifying the Purposes and Use of Personal Information**

Before collecting any Personal Information, CCS will identify why the Personal Information is required and how it will be used. This Personal Information is documented and kept on file at CCS’s offices at **INSERT LOCATION** CCS will obtain the Client’s or Employee’s consent before using or disclosing Personal Information for purposes other than the original reasons given.

CCS collects and uses Client’s Personal Information for the following purposes:

- Producing invoices, statements and other communications, whether in physical or electronic format, for delivery to our Client’s customers.
- Administration, recording and using Personal Information relevant to the relationship between the Client and CCS;
- Protecting against fraud and error;
- Communicating with a Client generally;
- Communicating Personal Information to an agent, intermediary or other third party as might be directed by a Client from time to time;
- Complying with all applicable laws; and
- Such other specific purposes which are communicated to a Client by CCS and its representatives before collection of the Personal Information.

CCS collects and uses an Employee’s Personal Information for the following purposes:

- Decision-making regarding an Employee’s hiring, duties, transfer, training, discipline, promotion and retention;
- Recording and determining an Employee’s eligibility for participation in various CCS benefit plans, including health and dental benefits;
- Compliance with all municipal, provincial, federal and other applicable laws regarding an Employee;
- Recording and maintaining an Employee’s attendance record, service award and bonuses record, performance evaluations, performance improvement plans, remuneration details, or maintaining any other necessary information for establishing, managing or terminating the employment relationship (including its related benefits), as well as the determination of the applicable income and benefits; and
- Such other specific purposes which are communicated to the Employee by CCS and its representatives before collection of the Personal Information.

We may use, share and disclose a Client's or Employee's Personal Information to our affiliates, associates, agents, suppliers and such other third parties as CCS, acting reasonably, may deem necessary for the fulfillment of the purposes noted above or where otherwise permitted by law. In the event that CCS or substantially all of its assets are acquired by a third party, a Client's and Employee's Personal Information may be one of the assets transferred to such third party and CCS may reasonably disclose such Personal Information to a prospective third party purchaser.

### **Consent**

Except in certain extraordinary circumstances, CCS does not collect, use or disclose a Client's or Employee's Personal Information without their knowledge and consent. Such extraordinary circumstances may include, without limitation, when legal, medical or security reasons make it impossible or impractical to obtain consent.

The Client's and Employee's consent will be before Personal Information is used other than for the purposes described in the preceding section. A Client or Employee may withdraw their consent at any time, subject to any legal or contractual restrictions and on the provision of reasonable notice to CCS. If a Client or Employee chooses to withdraw his or her consent, he or she is required to do so in writing to the Chief Compliance Officer. Any implications to withdrawing consent will be explained to the Client or Employee at the time written notice of such withdrawal is received by CCS. Such implications may include, but are not limited to, a breakdown, interruption or cessation of CCS's relationship with the Client or Employee.

By becoming an employee of CCS, Employees have consented to the disclosure of their Personal Information to a third party in the circumstances, or for the purposes, set out in this Privacy Policy.

### **Limiting collection**

CCS limits the collection of a Client's or Employee's Personal Information to that which is necessary for the purposes identified in this Privacy Policy, or for any additional purpose identified to the Client or Employee before collection of the Personal Information.

### **Limiting use, disclosure and retention**

Personal Information is not used or disclosed for purposes other than those for which it was originally collected, except with the consent of the Client or Employee, or as permitted by law. Personal Information is only retained as long as may be necessary for the fulfillment of these purposes, or to meet government requirements, whichever is longer, following which it is destroyed, erased, or rendered anonymous.

### **Accuracy**

CCS strives to ensure that Client's or Employee's Personal Information is as accurate, complete and up to date as necessary for the purposes for which it is used. Information is updated only when necessary to fulfill specified purposes. Employees are required to notify CCS of a change of Personal Information as soon as possible for payroll and tax purposes.

### **Safeguards**

CCS has security safeguards in place designed to protect against loss, theft, unauthorized access, disclosure, copying, use or modification of Personal Information under the care of CCS. The nature of the safeguards depends on the sensitivity, format, location and storage of the Personal Information. These security measures may from time to time include locked cabinets, computer passwords, software firewalls to stop hackers, encryption software, restricting access to Personal Information to only those employees or representatives who have a need to know and, if deemed necessary by CCS in its sole discretion, confidentiality covenants from third parties to whom Personal Information has been disclosed.

E-mail is not a 100% secure medium, and Clients and Employees should be aware of this when contacting us to send Personal Information.

### **Accountability and Openness**

CCS is responsible for the Personal Information under its control and has appointed a Chief Compliance Officer to ensure that we comply with all applicable privacy legislation and the terms of this Privacy Policy. All employees involved in maintaining or collecting Personal Information are trained via this Privacy Policy. Personal Information provided to third party service providers with whom CCS

has a contractual agreement will have levels of protection comparable to the internal protection of Personal Information maintained at CCS.

The Chief Compliance Officer addresses and investigates questions or concerns regarding Client's or Employee's Personal Information. The Chief Compliance Officer may be reached by mail at:

Chief Compliance Officer  
Cash Cycle Solutions, Inc.  
201 South Tryon Street, Suite 800  
Charlotte, NC 28202

Copies of this Privacy Policy and any future updates or amendments hereto are available at [www.TotalCCS.com](http://www.TotalCCS.com) and upon request from CCS.

### **Individual access**

Upon written request of a Client or Employee, CCS will provide such Client or Employee with access to his or her Personal Information. CCS will correct or amend any inaccuracies in the Client's or Employee's Personal Information, and such amended information will be forwarded to any third parties who require access to the information. CCS has the right to refuse a request for access to Personal Information:

- If the information is protected by legal privilege;
- If granting access would reveal confidential commercial or financial information;
- If doing so would reasonably be expected to threaten the life or security of another individual;
- If the information was collected for purposes related to the detection and prevention of fraud;
- If the information was generated in the course of a formal dispute resolution process;
- If the information would likely reveal Personal Information about another Client or Employee, as the case may be;
- If the request is vexatious or frivolous; or
- To protect CCS's rights and property.

If the request of a Client or Employee for such individual's Personal Information is denied, the individual will be informed in writing of the reasons for the denial, as well as any recourse available to such individual.

Access to Client's or Employee's Personal Information will be at no cost to such Client or Employee. Minimal charges may apply, however, for the transcription, reproduction or transmission of documents containing Personal Information.

### **Challenging compliance**

If a complaint ("Complaint") regarding CCS's handling of Personal Information is received, an individual (the "Investigator") with the skills necessary to conduct an investigation fairly and impartially will be assigned. The Investigator will have access to all relevant records and will be permitted to speak with the Employee(s) who handled the Personal Information access request. The complainant will receive notification of the outcome of the investigation clearly and promptly. Any inaccurate Personal Information or policy/procedure changes will be modified, if necessary, based on the outcome of the Complaint.

### **Currency of this Privacy Policy**

CCS reserves the right to change this Privacy Policy at any time and from time to time. Any changes or additions to section I of this Privacy Policy regarding those situations where CCS will collect, use or disclose Personal Information will not apply to a Client or Employee without the prior consent of such Client or Employee. All Clients and Employees are encouraged to contact CCS to determine if any updates have been made to this Privacy Policy.

**Attachment F**  
**Orders and Pricing**

Initial Set up	No Charge
Printing of Bills, Stuffing of Envelopes, and Processing of information per month	\$ 0 .08 each
Billing Stock	
8 ½" x 11" 20 pound stock (12,100 quantity) per month	Included in above price
# 9 Envelopes (Custom) (12,100 quantity) per month	Included in above price
# 10 Envelopes (Custom) (12,100 quantity) per month	Included in above price
9" x 12" Insertion Envelopes (70 quantity) per month	Included in above price
Includes PDF Imaging Service	Included in above price
Postage (pass through) (12,100 quantity) per month Postage is Estimated as Automation Starts to Qualify	\$ 0.35 each
Other (Please List Each Item)	

**Optional Charges (If required)**

Tracking Base Charge per Month	\$ 120.00
Tracking Inbound	\$ 0.005 each
Tracking Outbound	\$ 0.005 each
Additional Bill Pages per bill	\$ 0.04 each
Additional Inserts	\$ 0.005 each

Other services as stated are available will be custom quoted.