AGREEMENT FOR REMITTANCE PROCESSING SOLUTION

THIS AGREEMENT is made and entered into for the above stated project this __27th__ day of <u>September, 2016</u>, by and between SAN BENITO COUNTY, as "Client," and RT LAWRENCE CORPORATION, hereinafter referred to as "Contractor."

WITNESSETH that Client and Contractor have mutually agreed as follows:

SECTION 1 – AGREEMENT DOCUMENTS
The Agreement consists of the terms herein, Attachment A, "Remittance Processing Solution Proposal", Attachment B, "RTLawrence Corporation License Agreement", Attachment C "RTLFIRST Software Warranty", and Attachment D "RTLFIRST Annual Support Agreement" which is attached hereto and incorporated herein by reference, and any addenda in the future which is agreed upon in writing by the parties, and which is attached hereto and incorporated herein by reference.

SECTION 2 – SCOPE OF WORK
Contractor agrees to sell to Client and the Client agrees to purchase from Contractor the equipment, accessories, licenses, training, services and maintenance enumerated in Attachment A. For and in consideration of the payments to be made by Client, Contractor agrees to promptly furnish the foregoing in a competent and professional workmanlike manner in accordance with industry standards.

SECTION 3 – CHANGES IN WORK SCOPE
No additional amounts shall be paid to Contractor by the Client for services or material not included in this Agreement without the prior written approval of the Client. Total Amount Due under contract shall NOT exceed $51,929.

SECTION 4 – PAYMENT
Contractor agrees to receive and accept the payments as set forth in Attachment A as payment in full for the scope of work furnished under Section 2. Said payments shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the Agreement; and also including those arising from action of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.
Contractor shall send all billings to the Client as follows:

> Contact Person: Mary Lou Andrade
> CLIENT NAME: San Benito County Treasurer-Tax Collector – Public Administrator
> Address: 440 5th Street, Room 107
> Hollister, CA 95023-3843

Total cost to Client shall not exceed the amounts stated in Attachment A. Terms of payment shall be as stated in Attachment

SECTION 5 – INSURANCE REQUIREMENTS

A.   Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with the provisions of that code, and represents, warrants, and certifies compliance with such provisions.

B.   <u>Minimum Scope of Insurance</u>: Coverage shall be at least as broad as:
  1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
  2. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

C.   <u>Minimum Limits of Insurance</u>: Contractor shall maintain limits no less than:

1. General Liability: $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability: $1,000,000 per accident for bodily injury or disease.

D. Deductibles and Self-Insured Retentions:
Any deductibles or self-insured retentions must be declared to and approved by the Client in writing. At the option of the Client; either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Client, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Acceptability of Insurers
Insurance required herein shall be provided by Admitted Insurers in good standing with the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Client.

F. Verification of Coverage
Contractor shall furnish the Client with original endorsements effecting coverage required by this section. The endorsements shall be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the Client in writing before work commences. Client reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time.

G. Contractor shall not receive any compensation until all insurance provisions have been satisfied.

SECTION 6 – INDEMNITY
Notwithstanding the insurance requirements set forth in Section 5 above, Contractor shall be responsible for all injuries to persons and for damages to real or personal property of Client, or any third parties, caused by or resulting from Contractor's negligence or willful misconduct in performing services hereunder. Contractor shall defend and hold harmless and indemnify the Client and its associated companies and their respective officers and employees from all costs and claims for damages to real or personal property, or personal injury to any third party resulting from the Contractor's negligence or willful misconduct in performing this Agreement.

SECTION 7 – RECORDS

A. Ownership. Client specific plans and specifications, not including Contractor's own product plans and specifications, prepared under this Agreement shall be delivered to, and shall become the property of the Client.

B. Maintenance. Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at its offices at all reasonable times for three (3) years from the date of final payment under this Agreement, for inspection by Client and copies thereof shall be furnished, if requested.

SECTION 8 – ASSIGNMENT
Contractor shall not assign any portion of the work under this Agreement without the prior written approval of Client.

SECTION 9 – INDEPENDENT CONTRACTOR
At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the Client. Client shall not have the right to control the manner and means by which Contractor's services are rendered pursuant to this Agreement; however, Client shall have the right to review the Contractor's work product, results, and advice.

SECTION 10 – LICENSES AND PERMITS
Contractor represents and warrants to Client that it has obtained all licenses, permits, qualifications, and approvals of whatever nature which are legally required to supply the scope of work under the Agreement, including but not limited to equipment and software. Contractor represents and warrants to Client that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to supply the scope of work under this Agreement.

SECTION 11 – NOTICE
When notice is required to be provided under this Agreement, it shall be provided to the following persons at the following addresses:

CONTRACTOR: RT Lawrence Corporation
             Attn: John Phillips
             Director of Payment Solutions
             7740 Painter Avenue Suite 100
             Whittier, CA 90602

CLIENT: San Benito County
Attn: Mary Lou Andrade
Title: Treasurer-Tax Collector – Public Administrator
Address: 440 5th Street
         Hollister, CA 95023-3843

SECTION 12 – GOVERNMENT LAW
The Agreement shall be governed by the laws of the State of California excluding its conflicts of law provisions.

SECTION 13 – INTEGRATION
This Agreement contains all of the agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes any prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement.

SECTION 14 – AUTHORITY
Contractor affirms that the signatures, titles, and seals set forth hereinafter in execution of this Agreement represent all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest herein.

SECTION 15 – GRAMM-LEACH-BLILEY
Notwithstanding any other provisions in this Agreement, the provisions in the following two (2) paragraphs shall apply:

The parties agree in good faith that any disclosure of information hereunder from Client to Contractor qualifies for one or more of the general exceptions to both notice and an opportunity for opt-out under the Gramm-Leach-Bliley Act (the "Act"). Furthermore, the parties agree that any information disclosed by Client to Contractor hereunder shall only be used by Contractor for the sole purpose for which it was disclosed by Client under this Agreement.

To the extent this Agreement for services between Client and Contractor requires the disclosure of any "non-public personal information" under the Act from Client to Contractor, Contractor represents, warrants and agrees that Contractor and its agents and/or representatives shall strictly comply with Section 502(b)(2) of the Act and the applicable state rules and regulations relating thereto, and shall not disclose directly or indirectly such information to any third party. Furthermore, Contractor represents, warrants, and agrees that Contractor and its agents and/or representatives shall hold in strict confidence in perpetuity any and all proprietary information, intellectual property, and any "non-public personal

information" including that relating to Client's customers, prospective customers and/or former customers that is disclosed pursuant to this Agreement.

SECTION 16 – DURATION AND TERMINATION

This Agreement shall remain in effect until (1) terminated by mutual written agreement of the parties; (2) terminated upon thirty days written notice of a party in the event of an uncured material breach by the other party; or (3) terminated upon sixty days written notice by a party at any time for any reason, whichever occurs first. In the event of termination due to an uncured material breach by Contractor, Client shall owe no additional amounts hereunder, including any amounts outstanding.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the day and year first herein above written.

CLIENT
CLIENT NAME

Name: <u>Mr. Robert Rivas</u>

Title: <u>The Board of Chair</u>

Date: _____

CONTRACTOR
RT LAWRENCE CORPORATION

Name: <u>Mr. John Phillips</u>

Title: <u>Director of Payment Solutions</u>

Date: _____

Attachment A
Remittance Processing Solution Proposal
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Client Name:	San Benito County Treasurer-Tax Collector
Address:	440 Fifth street, Room 106, County Courthouse, Hollister, CA 95023
Attention:	Mary Lou Andrade, Treasurer-Tax Collector & Public Administration
Date:	April 14, 2016

RTL Account Executive: John Phillips

Pricing

Part Number	Description	Qty	Price	Annual Support
	Hardware			
1009C002 Canon CR-190i II	CR-190i II Check Transport (Automatic Document Feeder, 3 Output Pockets, MICR/OCR Reader, Built-in Imprinter	1	$2,995.00	
5357B005AA	Canon eCarePACK (AE) for CR-190i II - 1 year	1		$399.00
8278B001	Canon PG-245XL Ink Cartridge	1	$50.00	N/A
	Sub-Total		**$3,045.00**	**$399.00**
	RTLFiRST Software			
SCN-00	Scan Module - for Canon CR-190i II	1	$2,000.00	$300.00
PRC-00	RTLFiRST Process Module	1	$4,250.00	$637.50
CAR-00	A2IA CAR/LAR engine (1 Million Checks/Year)	1	$3,500.00	$525.00
SVR-00	One-Operation Supervisor/Verification Lic (1st User) Conc Lic	1	$2,500.00	$375.00
VRF-00	One-Operation Verification License (1st User) Conc Lic	2	$5,000.00	$750.00
FVW-Web	FiRSTView Imaging Web Based (1st User License)	1	$6,000.00	$960.00
CHK 21-001	Check21/ICL Processing Module (Image Exchange)	1	$4,500.00	$675.00
CHK 21-IMS	Image Score License (1 Million Checks/Year)	1	$1,500.00	$300.00
MOP-00	Initial Operation - Property Tax	1	Incl	$0.00
MOP-00	Additional Operation - Treasury	1	Incl	$112.50
CUS-LKPL	Real Time Lookup Lite (by acctn, name,address) for Property Tax	1	$5,000.00	$900.00
	Sub-Total		**$34,250.00**	**$5,535.00**
	Supplies & Accessories			
	RTLFiRST & FiRSTView Training Manual (Qty 1 each)	1	Incl	N/A
	Sub-Total		**$0.00**	**$0.00**
	RTL Services			
	Planning, Implementation, Installation,Testing & Training Services		$7,600.00	N/A
	Sub-Total		**$7,600.00**	**$0.00**
	Initial Install Discount		-$2,000.00	
	Special California County Discount		-$2,000.00	
	PROJECT GRAND TOTAL		**$40,895.00**	**$5,934.00**
	Fixed Travel Expenses		**$2,000.00**	
	Freight Charges		**$100.00**	
	Plus applicable taxes			

Pricing is valid for 60 days from date of proposal

Payment Terms
- 40% of the Project Amount Due at the Time of Order $16,358.00 + tax
- 35% of the Project Amount Due upon Installation $14,313.25 + tax
- 25% of the Project Amount Due upon Completion $10,223.75 + tax
- 100% of Annual Support, Travel and Freight Due upon Installation $8,034.00 + tax

Pricing   ADDITIONAL-OPTIONAL ITEMS

Part Number	Description	Qty	Price	Annual Support
	RTLFiRST Software			
RTL-MC01	Mobile Capture - Base License (1 User)	1	$1,000.00	$200.00
	> *Mobile Capture application is an RTLFiRST tool that screen grabs images of checks and stubs and other documents remotely reducing the need to physically go to the bank for small transactions. In our product design we try to strike a balance between user-friendliness, configurability, and across-the-board benefits and appeal to the majority of our clients, not just for a few clients. There is no customization or programming quoted or to be provided in this project. We strongly recommend careful review of our mobile capture module for you to determine its suitability. Functions' descriptions do not contain specifics on "how" the functions, screen designs, field requirements, reports, or database designs should flow.*			
	> *RTL is the authorized developer of mobile capture application which is registered and made available via Google Play. This add on module is an extended service and is compatible only for RTLFiRST clients on Version 8.0.*			
	> *RTL clients would be able to download the mobile capture application from Google Play or from our RTL website. We would then provide a valid QR code that the application would have to read in order to continue and start usage of the module. This will also setup the web service URL that the application would connect to, in order to login and do its multiple functions.*			
	> *At this point, our Mobile Capture is only available for Android and will be available for the Apple iPhone application in the near future.*			
	> *Please note that mobiles/smartphones shall be provided by the client and not by RTL.*			
SS-VRF-00	Seasonal Verification License (1 User) Concurrent License - for Tax ONLY *good for 3 month per year per usage.*	1	$835.00	$125.25

Proposal Notes:

- **Hardware Lead-Time:** Please note that the order needs to be placed one or two weeks prior to date of install.
- **Software Support:** Please note that should the Client terminate the Annual Support, the Client is refunded the prorated portion of the support.
- **Processor:** The RTLFiRST Processor function will run on the host remittance and imaging server.
- **Server:** Host remittance and imaging server is required. Server is NOT included in main solution quote, client can elect to provide own server station or purchase one through RTL.
- RTLFiRST & its Imaging Archival module FiRSTView utilizes MS SQL Server.
- **Verification & Imaging Stations:** Verification and Imaging can run on existing Windows-based PCs. Some PCs for verification and image retrieval purposes are NOT included in the solution quote.
- **Check21 Solution General Notes:** Client must notify its bank(s) of its intent to generate ICL/ Check21 files through software provided by RTL and provide RTL with the bank specifications and required values for file setup.
- Pricing, fees and options for depositing via Check 21 are negotiated directly by the client with their bank(s). Bank contract must be signed with the bank prior to RTL beginning implementation.
- ICL/ Check21 files will be generated by the client, using RTL provided Check21 application. File(s) generated will be transmitted directly to the bank(s) from client's location.
- Check 21 file transmission options are provided by the bank(s). Client will determine their preferred option. RTL does not provided file transmission recommendations or software for file transmission.
- RTL will coordinate with client and bank to define the testing plan and submission of testing files.
- Check21 components quoted are for use with a remittance back office system. Additional use of this module for other purposes, such as (but not limited to),converting front counter captured items may require purchase of additional licenses, software components, and services.
- **Check21 Module:** This includes Image Exchange Module License, Image Quality Module, and Endorsement Module. This also includes working with clients ONE primary bank on ICL file structure (x9.37 file format) conformance and testing. Additional charges apply if working with additional bank beyond the first ONE bank. See "Optional Products and Services" below.
- RTL recommends Client to have a dedicated PC to "process Check21 items". This PC will be used for ICL file generation and for image quality and endorsement functions.
- C21 PC Specs : It must have Windows 2000 Professional/Windows 7 (at least SP2)/Windows 2003 OS, Minimum 1 GB RAM, 2+GHZ Processor (minimum Pentium 4), 60 GB Hardisk and at minimum RTLFiRST 6.0 version required.
- Check-21 Processing PC is NOT quoted in this proposal but required. See other notes regarding this PC. If desired, the client can request RTL to provide a quotation of such PC. RTL normally quote Dell computers. HP/Compaq is also available upon request.
- **Real Time Lookup:** RTLFiRST offers a 2-command/function real-time lookup feature. The 2-commands allow for real-time searches against the client's account management system using either an "Exact" search or a "Wildcard" search. An Exact Search uses a search using the Account Number or other value(s) which will lead to an exact match of a single record. A Wildcard Search performs searches using one or more fields like name or address, which may lead to multiple matches. Client understands that the client's IT staff or 3rd-party vendor will be providing the 2 stored procedures or web services to be called by RTLFiRST. Client and RTL staff will work together to define the specific search criteria and return fields, but client
- **Canon Hardware:** Canon CR-190i II requires a pc and that is not quoted in this proposal.
- **Font Requirement:** Client's scan line needs to be an **OCR-A / OCR-B font** to use the Canon CR-190 Check Transport.
- **Hardware Support:** Effective date of the maintenance agreement will begin at the end of the 90 day factory warranty which went into effect on date of installation. Depot Maintenance will be provided. Should the unit cannot be repaired over the phone or WebEx. A loaner will be sent 2nd Day Air delivery; or Overnight available at extra charge.
- **Freight:** Shipping of hardware equipment to Client's facilities
- **Service:** Pre-implementation services include remote install of the system on RPS designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite installation.
- Client must provide for remote connection to these designated PCs/server to facilitate pre-onsite remote access installation of the remittance system.
- **Travel:** Fixed travel and other miscellaneous expenses for the duration of project implementation included in this proposal.

RT Lawrence Corporation - 7740 Painter Avenue Suite 100, Whittier CA 90602 - (562)696.4843 - www.rtlawrence.com

APPENDIX A

These notes are very important to the successful completion of the project. Please read the following notes and have a clear understanding of them.

This page must be signed and returned with the proposal. An officer or a company representative that has the authority to bind the company must sign the proposal.

- The services quoted herein are based on the approved and signed contract between RTL and client.

- Since our proposal is the existing RTLFiRST solution, RTLFiRST's inherent existing User Experience is what is being delivered. Since RTL controls the User Experience, there is neither a plan nor commitment to "how" our function, screen designs, field requirements, reports, or database design for this project should work or flow. In our product design we try to strike a balance between user-friendliness, configurability, and across-the-board benefits and appeal to the majority of our clients and not just for a few. There is no customization or programming quoted or to be provided in this project. We strongly recommend careful review our RTLFiRST solution for you to determine its suitability. Functions' descriptions do not contain specifics on "how" the functions, screen designs, field requirements, reports, or database designs should flow.

- RTL is installing directly to the "new production server". RTL is not installing to a test server first and to a production server next. Should the client want to do otherwise, from test to production; then, additional charges may apply.

- RTL is installing the RTLFiRST system to the client's production server. Pre-implementation services include remote install of the system on the remittance processing system's designated PCs such as the server/processor station, scan station, verification workstations, etc. prior to onsite installation.

- The following notes concerned the project timetable.
    a. Upon award of contract, RTL's implementation team will work with client to determine official onsite implementation date. Please refer to the response to proposal for the "sample" Project Implementation Plan for a generic overview, installation and milestones. The onsite implementation date will be agreed upon by both client and RTL.

    b. The client must provide for remote connection to the designated PCs/server to facilitate pre-onsite remote access installation of the remittance system. For this, RTL needs to have network access for remote install which may include longer and later than the normal business hours.

    c. Our project timeline is set for 12 weeks assuming that hardware delivery arrives in week 8. Should the project get delayed due to client related reasons, the client may have to wait for the next cycle or the availability of the next time slot and may have financial consequences.

    d. The Business Process Review (as described in the proposal) is critical to the process and the BPR determines the functional guidelines for the remittance processing system. This BPR will be based upon customer input and RTL understanding of the industry "best practices." It is our goal to meet the client's system requirements within the scope of the existing features of the RTLFiRST software. Should additional details that may require changes are disclosed 2 weeks after the BPR or after the system has already been configured, then RTL may have to retest everything and it would affect the schedule and additional services would be required for additional costs.

e. Should there be changes to the agreed upon onsite dates, a Change Fee may be applied to the client as a result of certain factors. Such factors include but are not limited to:

    i. Client's request to change the schedule. (No fees will be charged if RTL is notified 30 days prior to pre-onsite date.)

    ii. Client provided hardware is not available.

    iii. The bank used by the client is not ready. (No fees will be applied if RTL is notified 30 days prior to install on the client's financial institution readiness.)

    iv. Postponement of the onsite trip as a result of the client not meeting the milestones set on the BSIP. (No fees will be applied if RTL is notified 6 weeks prior to onsite visit schedule. It is our goal to ensure a smooth installation and client activity/milestones is crucial to the process. If, a client is unable to meet project milestones and are behind by 5 business days on the Project Calendar for a certain activity, a fee may be applied for postponement of the onsite visit.)

f. Upon installation, if it appears that the RTL tech is compelled and required to return or extend their onsite visit during the implementation phase (not scheduled follow up). Client will be billed $850 per day plus $150 per day travel costs. This includes:

    i. Travel/Lodging expenses (air, car, hotel) for the additional charges or price differential. RTL will require a signed Client Change Request Order to modify RTL tech's extension or supplemental visit.

    ii. Additional charges may apply if it appears during installation that unexpected issues arise on the client's side such as:

    iii. Additional add-on system requirements stated before or during onsite visit not agreed upon in initial Project Implementation Plan

    iv. System changes not requested on original project BPR.

g. Should there be a change in onsite schedule; client is responsible to pay *50% of the project deposit at the time of installation* (which includes hardware, software, and services). Please refer to the RTL Solution proposal for specific payment terms.

h. Should the need arise for the Onsite Implementation dates to be re-scheduled; the client may have to wait for the next cycle or the next time slot will be slotted at the next available opening on RTL's project calendar. RTL will try to work with the client in as soon as possible, however, be mindful that openings can vary from 1-12 weeks.

- The following notes concerned Travel details:

  a. Travel and other miscellaneous expenses for the duration of project implementation are included in the proposal.

  b. Travel Expenses include remote preparation, related implementation as well as optional solutions (supplemental on-site days).

  c. The client will be responsible for unexpected travel expenditure that will come up due to the lack of readiness by the client. If the client elects to "postpone" onsite visit within 4 weeks of scheduled onsite visit or it appears that additional time is required of the RTL technician to either extend or provide a secondary installation visit; the client may be required to cover additional fees/penalties for this modification. RTL technicians' schedules are rigid so "extending" their stay may not be an option and a secondary installation visit would be required at a later time. This is beyond RTL's control and would require the client to pay any fees associated with any travel.

       The client will be required to pay:
       o $35/day per diem
       o Airfare (flight change fees or secondary installation visit fare)
       o Lodging
       o Transportation (new or extended car rental fees)

Signature: _____   Date: _____

Printed Name: _____   Title: _____

Attachment B
RT Lawrence Corporation License Agreement

This is Attachment B, "RT Lawrence Corporation License Agreement", as part of the RT Lawrence Corporation Agreement for Remittance Processing Solution (the "Agreement") between CLIENT (Client or you) and RT Lawrence Corporation (RTL), which is attached thereto and incorporated therein by reference. The RTLFiRST™ software program and its related components (RTLFiRST), as set forth in the Agreement is licensed hereunder by RTL to Client (Client) and for use only on the terms set forth herein. Notwithstanding any other provisions herein, this RT Lawrence Corporation License Agreement may only be modified upon mutual written agreement of the parties.

❑ GRANT OF LICENSE: Upon full payment for the remittance solution as specified in Attachment A of the Agreement, RT Lawrence Corporation grants a perpetual, fully-paid up, non-transferable, and royalty-free license to Client to use RTLFiRST in the ordinary course of business, such use including use by and/or for the benefit of Client's associated companies.

❑ For purposes of the Agreement, CLIENT's "associated companies" shall include any individual and/or entity which is or shall become affiliated with Client, its parent-shareholders, its subsidiaries, or any Client Company doing business in the state of California. A "Client Company" as used in this Agreement shall mean any entity which has the words "Client" in its name, or any entity controlled by an entity who has "Client" in its name whether said control is exercised by stock ownership, proxies, management agreement or other means. A "Client Company" shall include any organization authorized to use the Client in the state of California.

❑ You may install the components on the number of computers/workstations as specified in the Purchase Order or Attachment/Schedule, which are attached hereto and incorporated herein by reference. Unauthorized copying of RTLFiRST in whole or in part, and the acquisition and use of unauthorized copies may be both criminal and civil offenses for which RTL may take legal action. RTL has the right to trace serial numbers on programs at any time and in any reasonable manner.

❑ COPYRIGHT: RTLFiRST is owned by RTL and is protected by United States copyright laws and international treaty provisions. You must treat RTLFiRST like any other copyrighted material except you may install the different components of RTLFiRST onto different computers or work stations as specified in the Purchase Order and/or Attachment/Schedule. RTL represents and warrants that it has the legal right to grant the license hereunder, and that RTL shall defend, indemnify, and hold CLIENT and its associated companies harmless from any damages, losses or costs arising from RTL's failure to have the lawful right to license RTLFiRST hereunder.

❑ RESTRICTION: RTLFiRST contains trade secrets of RTL and to protect them you may not decompile, reverse engineer, disassemble or otherwise reduce RTLFiRST to a human perceivable form. You may not copy, (other than for backup and disaster recovery/business continuity purposes) sublicense, modify, adapt, translate, assign, loan, rent, lease, resell for profit, distribute, network or create derivative works based upon RTLFiRST or any part thereof.

❑ TERMINATION: This license is effective until terminated. This license will terminate automatically without notice from RTL if you fail to comply with any provision of this license. Upon termination you must destroy RTLFiRST and all copies thereof. You may terminate this License at any time by destroying RTLFiRST and all copies thereof.

❏ LIMITATION OF WARRANTY ON MEDIA: The media (not the software) is warranted to the original purchaser against defects in material and workmanship under normal use for a period of 90 days from the date of original purchase. Defective media will be replaced when it is returned postage prepaid with a copy of the purchase receipt to RTL. RTL shall have no responsibility to replace or refund the purchase price of media damaged by accident, abuse or misapplication. ANY IMPLIED WARRANTIES ON THE MEDIA, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO 90 DAYS FROM DATE OF ORIGINAL PURCHASE.

❏ LIMITATION OF REMEDIES AND DAMAGES: Under no circumstances and under no legal theory, tort, contract, or otherwise, shall RTL, its suppliers or resellers be liable to you or any other person for any indirect, special, incidental, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use or inability to use RTLFiRST or provision of or failure to provide support services even if RTL has been advised of the possibility of such damages. In no event will RTL be liable for any damages in excess of the amount RTL received from you for a license to RTLFiRST.

❏ GENERAL: This license agreement contains the sole and exclusive agreement between you and RTL relating to its subject matter. It shall not be modified or amended in any way by any purchase order or other document issued by you, but may be specifically amended by the parties in writing.

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Attachment C
RTLFiRST Software Warranty

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This is Attachment C, "RTLFIRST Software Warranty", as part of the RT Lawrence Corporation Agreement for Remittance Processing Solution (the "Agreement") between Client (Client or you) and RT Lawrence Corporation (RTL), which is attached thereto and incorporated therein by reference.

LIMITED WARRANTY

RTL warrants that the RTLFiRST software product (a) has been fully tested, (b) is not a beta version of the software, and (c) will perform substantially in accordance with the accompanying , then current, RTLFiRST software product manuals from the date of installation and for the duration that Client retains support from RTL.

RTL represents and warrants that it has the legal right to license RTLFIRST hereunder, and that it shall defend, indemnify, and hold Client and its associated companies harmless from any damages, losses, and costs arising from RTL's failure to have the lawful right to license RTLFiRST hereunder.

NO OTHER WARRANTIES

To the maximum extent permitted by applicable law, RTL and its suppliers disclaim all other warranties, either express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the software product, and any accompanying hardware. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

Attachment D
RTLFiRST Annual Support Agreement

This is Attachment D, "RTLFiRST Annual Support Agreement" shall have a one (1) year term effective upon mutual execution of the Agreement, and may be renewed for additional one (1) year term(s) upon written agreement of the parties. RTL shall provide sixty (60) days written notice prior to the expiration of the term and any renewal thereafter as to client's right to renew the term. The charge for any such renewal shall not increase from the actual amount charged in the immediately preceding term by no more than the lesser of the increase in the cost of living or three percent (3%) for the RTLFiRST software product only.

RTL shall provide the support set forth herein, in a competent, professional and timely manner in accordance with industry standards. RTL's Annual Support includes the provision of upgrades and update features but the client is expected to apply the upgrades and updates on their own. Services to install upgrades and updates are not part of the Annual Support Services, in accordance with the industry standard.

PHONE SUPPORT & REMOTE COMPUTER ACCESS
RTL technical staff is available to provide support on RTL software via phone and remote access. RTL support services require remote access connection to client's computers where the RTL software is installed so that RTL technical staff can connect via remote access software into the client's workstation. RTL requires an internet-based connection. RTL will work with client's IT or Security Department to ensure that such connectivity is established under the client's IT or security guidelines. **RTL technical support does not include or cover on-site or remote upgrade installation and conversion services.** If such services are requested by the client, RTL will provide, in advance, an On-site and/or Remote Upgrade Service price proposal for client's approval.

Hours:
Monday Through Friday, 8AM-8PM Eastern Time/5AM-5PM Pacific Time, excluding holidays recognized by RTL. Requests for support at other hours will be available only as mutually agreed upon and will be charged at RTL's then current overtime and/or holiday rates.

Response Time:
For urgent items – within one hour receipt of notice

User Beware:
If the client did not receive any confirmation, they must call the Technical Support Coordinator to confirm that their request was received. We commit to respond in accordance to the "Responsiveness" stated above but it does not mean that the problem(s) can be or will be resolved in the time range specified herein.

CLIENT'S RESPONSIBILITIES
The client must provide remote access capability in accordance with guidelines provided for remote access connection. The Technical Services Group will provide these guidelines at the beginning of the project or issue updates as needed to provide quality support. Please note that it is critical for RTL to be able to perform its solution installation and setup smoothly and to provide adequate support via the use of remote access. If this capability is not offered by the Client, RTL cannot and will not be held responsible for the unsuccessful and untimely implementation and inadequate support of the solution. There will be substantial charges billed to the client for services which could have been offered via remote access and phone support versus on-site, but because the client did not provide remote access, the burden of additional investment in time, resources and travel was placed on RTL.

LIMITATIONS:
No other warranty, expressed or implied, shall apply to the parts and services provided under this Agreement, including any warranty of merchandisability or fitness for a particular purpose, which are expressly disclaimed. In no event will RTL be liable for any special, direct, indirect, incidental or consequential damages of any kind including without limitation, loss of use, loss of data, loss of profits or liabilities to third parties, however caused. In no event will RTL's liability exceed the annual price paid by the customer under this Agreement.

RTL is committed to work side-by-side with our Client's designated technical staff to ensure that the end users of our solutions are supported in a timely and appropriate manner. To accomplish this goal, we have established certain guidelines to assist our Client's staff in navigating through this seemingly nebulous relationship or gray area.

Herein we attempt to define when RTL will ONLY serve a limited auxiliary or advisory role to our client's staff without jeopardizing our commitment to Care about our Client's needs. Please note that the situations outlined here do not comprehensively list all the situations when RTL will serve in a limited auxiliary role.

Services that are generally considered "additional"
As clients use our solutions, they generally find new applications for the solution. Many times the solution can easily be extended to other applications requiring only phone discussions and guidance from RTL. However, there are situations where a substantial amount of time or expertise is required to set up the solution properly.

For instance, the client may want to set up a new "template" or substantially revise an existing template within the forms processing module. The task may involve a re-design of the form template, changes to the output database, modification to the imaging module, testing, and policy and procedural changes. In this example, the scope of RTL support services includes our availability to answer specific questions that the client may have. But RTL's support services do not include "doing the work" on the client's behalf. These services are considered to be chargeable additional work. Moreover, in this example, if a major problem (e.g., database corruption and major destruction to a previously working solution) arises that would require many hours of "fixing", RTL's support role would be auxiliary and not primary. However, the client can elect to pay for these additional RTL services.

Please note that the example cited above is meant to illustrate the circumstances under which RTL support services do not apply. There is no way to cite every possible situation. In general, "changes" and/or "additions", which may have at times, associated negative consequences to the solutions are the client's responsibilities.

Excessive changes to the solution environment
As time goes by, RTL anticipates our clients' need to upgrade and/or change their system environments. In the event that problems occur to our solution while the clients upgrade their systems, we will be available to assist and provide guidance. We recommend that our clients discuss their upgrade plans with us in advance to minimize and safeguard against the possibility of running into problems, even though, we do not always have the fore-knowledge of the upgrade's compatibility and/or ramifications.

However, in order for RTL to effectively run and manage our support programs while providing high quality service at the lowest cost possible, we need to safeguard ourselves from substantial involvement in problems caused by excessive and frequent system changes. Please note that our support services are auxiliary in a frequently changing environment and RTL will notify the client when circumstances deem themselves as such.

Neglects, Tampering, and Physical Damage

Systems require ongoing housekeeping and maintenance. Some of these functions include, but are not limited to, frequent and routine backups, monitoring and management of storage space and other resources, preparation for disaster recovery, and database optimization. If the system is neglected by the client or if the system has been tampered with (e.g. attempts to change database structures or mass updates of the databases via the use of other programs have been tried), the extent of RTL support services does not cover or include services to "fix" any problems that may have resulted from such neglect or tampering. RTL's role will be auxiliary and RTL staff will answer specific questions that the client may have, but support services do not include "doing the fixing".

However, chargeable additional services are available as an option. Please note that problems caused by a client's major change to the solution, or components thereof, are considered tampering. For instance, items that are considered tampering include, but are not limited to: (1) changes to source code, INI files, and other setup files; in rare RTL's authorized occasions, the clients have legitimate access to the solution's source code; (2) changes to the database structure without prior discussion and RTL's consent; (3) substantial changes to the database information in ways that affect the integrity of the database as well as of the data being stored. If changes such as the ones stated above are made by the client, RTL cannot be held responsible to support and troubleshoot problems unless specifically agreed upon by RTL to cover those changes. The agreement must be specific and not a mere general consent to support.

General System "housekeeping" and administrative functions

Services are catered to offer quality and cost effective management of problems. Even though our solutions are designed to generally work on computers and networks, our services do not include the housekeeping and administration of the computers and networks themselves. For instance, if our solution does not function due to problems with the computer or the network, it is our responsibility to work with the client to get the solution back up and running AFTER the client resolves the general computer and network problems. Our services also does not include ongoing necessary administrative functions such as backups, making of CDs, duplication of CDs, and moving of files to-and-from different storage media.

Please be advised that even though the client may purchase the network file server and the workstations from RTL, it does not mean that RTL support services cover general network and workstation housekeeping and administration. It would only be true if the client has specifically asked for these services and RTL included these additional support services in its agreement/contract with the client.

Items that are not purchased from RTL and items without support services subscription

RTL regrets that problems related to or problems caused by or included in RTL's support plan items that are not covered cannot be supported. Please note that in rare occasions items that are not covered by our support can adversely affect the parts of the solution that are supported by us. In those circumstances, RTL's role will be auxiliary and the extent of RTL assistance will only be to answer specific questions, NOT to "do the fixing".

Scope of database repair services

Infrequently, databases get corrupted for various reasons. In such instances, RTL will work closely with the client to resolve the problem unless the corruption is due to situations not specifically covered by RTL's support plan which then, RTL will only be available auxiliary to answer questions. Generally, database repair services are carried out in the following sequence: (1) Database repair programs will be executed by the client's MIS staff with RTL's phone and remote access support; (2) if the problem cannot be resolved after numerous tries, the database may be sent to RTL for closer examination and repair; (3) rarely, but possibly, the final step would be to restore from backup tapes the last version of the database. Please note that if recent backup tapes were not available, it would be considered administrative negligence on the client's part.

Data Conversion Due To Upgrades

Warranty and support plans for some, but not all of the software components in our solution include upgrades. Please note that in some major upgrade cases, databases require conversion and our support services do not cover conversion. It is considered chargeable additional services.

In order to maintain the level of responsiveness granted to each client, however, RTL has established a small amount of "courtesy services" to assist clients when the situation is out of the service scope. This enables our support staff to respond quickly without having to wait for client issuance of purchase orders or payments for out-of-scope services. When the annually allotted "courtesy services" have been accrued for the year, the client can elect to pre-purchase additional services.

Generally prior to an out-of-scope service and if "courtesy services" are still available, RTL will verbally notify the client that the services are considered to be out-of-scope, but will still be provided by RTL as a "courtesy". After the resolution of the problem, the client will receive a written notice regarding the number of courtesy hours spent. However, sometimes the nature of the call does not allow for the advance notifications of an out-of-scope situation, thus, clients are notified afterwards.

Please note that when RTL begins the offering of a courtesy call and in the middle of the process realizes that the extent and the complexity of the matter are substantially beyond what RTL can do within the courtesy budget, the client will immediately be informed and asked to decide on whether to proceed and be billed for RTL services or to not render RTL services leaving the client to continue the process on their own.

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Severity Level	**Definition**	**Affected Users**	**Customer Priority**
Severity 1	The Product* is not working, a significant function of the Product* is not properly working or a significant number of Client users are unable to access or use some functionality. There is or, if the problem is not promptly remedied, is likely to be a significant impact to Client's business.	Multiple	**High:** Response and Fix Time: RTL will respond to and RTL's senior engineers will commence efforts to fix Priority 1 problems no later than one (1) hour after Client's report of such problem or RTL's detection of such problem, whichever is earlier. RTL will use best and continuous efforts, twenty-four (24) hours per day, seven (7) days per week to provide an acceptable work-around for the Priority 1 problem, and will provide a permanent fix for the Priority 1 problem no later than thirty (30) days after Client's report of such problem or RTL's detection of such problem, whichever is earlier.

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Severity Level	**Definition**	**Affected Users**	**Customer Priority**
Severity 2	Functionality of the Product* is impaired or some Client users are unable to access or use some functionality. There is some impact to Client's business.	Multiple or single	**Medium:** Response and Fix Time: RTL will respond to and RTL's senior engineers will commence efforts to fix Priority 2 problems no later than one (1) hour after Client's report of such problem or RTL's detection of such problem, whichever is earlier. RTL will use reasonable and continuous efforts to fix Priority 2 problems during normal business hours, and if an acceptable work-around is provided, will provide a permanent fix of the Priority 2 problem no later than thirty (30) days after Client's report of such problem or RTL's detection of such problem, whichever is earlier.
Severity 3	Low impact to Client users of the Product*.	Multiple or single	**Low:** Response and Fix Time: RTL will respond to Priority 3 problems within four (4) hours after Client's report of such problem or RTL's detection of such problem, whichever is earlier, during Client's regular business hours (or on the next business day, if the problem is reported outside of Client's regular business hours). RTL will fix Priority 3 problems no later than thirty (30) days after Client's report of such problem or RTL's detection of such problem, whichever is earlier, and if an acceptable workaround is provided, will provide a permanent fix of the Priority 3 problem in the next upgrade or update.

Please take note that the "Product" stated herein, refers to RTLFiRST Software. The Hardware support agreement is dependent on the Hardware provider.