

Intuition Systems, Inc. Remittance Processing Agreement

In consideration of the mutual covenants contained herein the parties hereby agree as follows:

- B. Payment Processing - See Pricing Exhibit C

Attention Director of Customer Service
City of Clearwater
P.O. Box 4748
Clearwater, Fl 33758-4748

A. RESPONSIBILITY FOR THE DATA. Company assumes no liability for loss of input payment data, checks or other information before such data is in possession of Company. Company does not guarantee any payment for goods or services provided by Client. Company shall not be liable for any consequential or indirect damages in excess of losses for which it currently carries liability insurance. Company shall name Client as an additional insured

under such policies and provide copies of same to Client. Company agrees to keep such policies in effect in amounts no less than currently maintained during the pendency of this agreement. Company will reimburse Client for the recovery of overdraft fees charged to a Client customer as a direct result of a payment transaction error by Company. Company will further reimburse Client for any payments made by Client to Company which may be subsequently reversed for any reason. The term Company shall include all employees, directors and officers of Company as well as independent contractors hired by the Company to perform any part of the services to be furnished under this agreement. Possession of the data by the Company first occurs when the items to be processed are delivered physically to Company's processing facility and ends when the information has been delivered to the Client's depository institution.

B. TIME OF CLAIMS - Except for fees due hereunder, notice of every claim, regardless of form, which in any way arises out of this Agreement shall be made by the party obtaining such knowledge to the other party within six (6) months after the basis for such claim becomes known to the party desiring to assert it.

C. EARLY TERMINATION - Either party may terminate this agreement upon written notice to the other party if the other party breaches any material term or condition of the Agreement (including without limitation, failure to meet service standards) and such breach remains uncorrected for thirty (30) days following the date of receipt of written notice to such breaching party specifying the breach. In the event of non-payment or withholding of any fees claim by Company to be owing to it, the cure period shall be reduced to seven (7) days from which Company has rendered written notice, and if not cured within such time, the Company may immediately terminate the Agreement. Company and Client shall also have the right to terminate this Agreement without cause by providing the other party ninety (90) days advance notice of the date of termination.

6. MISCELLANEOUS -

A. ENTIRE AGREEMENT - This agreement shall constitute the entire agreement between the parties. This agreement shall not be amended or modified unless done so in writing and signed by the parties. No other representations have been made by either of the parties other than what has been set forth herein.

B. NO OTHER REPRESENTATIONS - All of the representations made by Company with respect to the provisions of the services are as set forth in this Agreement and Client acknowledges that it has not relied upon any other prior statements or negotiations.

C. SEVERABILITY - If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

D. ARBITRATION - The parties agree that they with respect to any dispute arising from or relating to this Agreement shall be decided through arbitration under the Rules of the American Arbitration Association, which shall be held in Pinellas County, Florida.

E. CHOICE OF LAW - This Agreement shall be governed by the laws of the State of Florida. Any dispute arising from or relating to this Agreement shall be decided in the courts located in Pinellas County, Florida.

F. WAIVER OF JURY TRIAL - The parties agree that they both waive any right to a jury trial with respect to any dispute arising from or relating to this Agreement.

G. CONTACT INFORMATION - The primary point of contact during the contract period shall be designated in writing to the other party.

7. INSURANCE AND BOND - The Company shall maintain Worker's Compensation Insurance which shall fully comply with the statutory requirements of all applicable state and federal laws and Employers' Liability Insurance with limits of \$500,000 per accident for Bodily Injury and \$500,000 per employee/aggregate and Commercial General Liability Insurance with a minimum combined single limit of liability of \$1,000,000 per occurrence per location and \$2,000,000 aggregate for bodily injury and/or death and/or property damage and/or personal injury. This policy shall include products, completed operations coverage, and Broad Form Contractual Insurance specifically covering this Agreement.

Company shall be responsible for loss to Client caused directly or indirectly by Company and Company shall maintain Fidelity Bond coverage for the dishonest acts of its employees in a minimum amount of \$1,000,000.

8. NOTICES - Whenever, under this Agreement, one party is required to give notice to the other, such notice shall be deemed given, if mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed as shown below. Either party may at any time change its address for notification purposes by mailing as aforesaid a notice stating the change and setting forth the new address.

Client

City of Clearwater
Attn Director of Customer Service
P.O. Box 4748
Clearwater, FL 33758-4748

Company

Intuition Systems, Inc. DBA Bill2Pay
4700 140th Ave. N. Suite 106
Clearwater, FL 33762

9. FORCE MAJEURE - Suspension of Operations. Neither party shall be liable for damages for delay in Services herein arising out of causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the government, foreign or domestic terrorists, fires, floods, epidemics, strikes, labor disturbances or freight embargoes (but not including delays caused by subcontractors or suppliers), provided that, in the case of Company, Company shall within four (4) hours from the beginning of such delay, notify Client of the cause of delay and Company's contingency plan to cure such delay; however, if a delay exceeds a total of five (5) days, Client may immediately with necessity of further notice, terminate this Agreement. Further, where Company is prevented from providing the Services due to a cause listed in this paragraph,

Company shall use its best efforts to resume Services as soon as such cause ends.

In Witness whereof, the parties hereto have executed this Agreement as of the day, month and year first above written, by the undersigned officers' thereunto duly authorized.

Intuition Systems, Inc. DBA Bill2Pay

By: *Iris Kraft*

Printed: Iris Kraft

Title: Director of Payment Services

Date: 08/15/2011

Countersigned:

Frank V. Hubbard
Frank V. Hubbard
Mayor

Approved as to form:

Camilo A. Soto
Camilo A. Soto.
Assistant City Attorney

CITY OF CLEARWATER, FLORIDA

By: *William B. Horne II*
William B. Horne II
City Manager

Attest:

Rosemarie Call
Rosemarie Call
City Clerk



Exhibit A

Company agrees to provide remittance processing and other enumerated related services for Client in accordance with the procedures listed below and procedures document in the attached Lockbox Information Sheet(s).

1. A Post Office caller service box will be opened at the Tampa Regional Airport Post Office facility in Tampa, Florida. The actual post office box will be in the name of and owned by Client and Client will grant Company exclusive use of the post office box for the term that this Agreement is in effect. Mail addressed to the box will be picked up each Company business day (Monday through Saturday), opened and the envelope contents reviewed and processed in accordance with the terms of the Agreement.
2. Company will open all mail and prepare the remittance coupons and payment checks for processing. Company shall not process those items documented in the Lockbox Information Sheet not to be processed. Unless otherwise agreed upon, all processed checks will be endorsed:

Deposit to the Account of
Client Account Number
Client Name

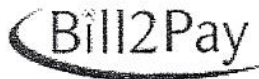
3. Company is hereby authorized to accept for deposit into Client demand deposit accounts at Clients Bank all checks, drafts and other items made payable to or endorsed in favor of the Client or a reasonable variation thereof. Client has designated their demand deposit accounts to be used by Company for lockbox deposits and adjustments hereunder. The funds associated with the Client will be deposited into the demand deposit account on the date that such checks and remittance coupons are processed by Company, or the next business banking day when such items are processed on a Saturday, Sunday or holiday.
4. Company will deliver by courier to Client on the same day the check and remittance mail is opened and processed such documents together with items not processed for reasons set forth in the Lockbox Information Sheet or Exhibit B. This delivery will include daily hard copy reports, all processed remittances, correspondence, and a copy of the deposit slip as defined by the Client.
5. Company will maintain an image record of all items, checks and remittance coupons, which are processed by Company for a period of one (1) year. Upon request, copies of payment records, or those maintained digitally or on CD, will be sent to Client within 5 days of the request.
6. If the handwritten amount on a payment differs from the numeric amount, the amount, which agrees to the invoice, will be accepted.
7. Client will notify Company at least sixty (60) days in advance of any change in the form of its customer payments, invoices, and envelopes or in the regular monthly mailing schedule of such documents.
8. For the purposes of ensuring that the processing of payment data is timely to the Client, the Company has established production deadlines for all standard payments received by 6:00 AM EST, Monday – Saturday, except during scheduled holidays. In the event the Company suffers hardware failure or any other condition beyond their control, the work will be cut off early to ensure a deposit is posted each day.

Intuition Systems, Inc. DBA Bill2Pay

City of Clearwater

_____ Initial

_____ Initial



9428 Baymeadows Rd., Suite 500, Jacksonville, FL 32256
4700 140th Ave. N., Suite 106, Clearwater, FL 33762

City of Clearwater Exhibit C

Retail Processing Fees		
Monthly Volume	Per Item Fee	Monthly Fee
Single Exact Pays	.133	
Single Non-Exact Pays	.133	
Correspondence Returns	.133	
Multiples	.133	
Checks Only	.133	
Check Only PDF File	No Charge	
Electronic Items	.05	
Cash Payments	3.25	
Total Monthly Volume	No Charge	
Research Requests	8.00	
Monthly Maintenance	No Charge	
Monthly CD Rom	No Charge if using Web Access – mthly CD will be delivered at no additional charge	
Implementation Fee	No Charge	
P.O. Box Fee	Pass thru	
Daily Client Bag	Pass thru	
Monthly Minimum Fee		1800.00
OPTIONAL SERVICES:		
ICL Check Conversion – Deposit electronic image to bank instead of paper check	.015	
Web Access – online image access of payment images		150.00
Interactive Exceptions	included in per item pricing above – no additional charge	