

ATTACHMENT
to
Master Services Agreement
Digital Insight Bonus Bucks Sweepstakes Plus Bonus Bucks Gift with Online Bill Payment
Promotion Agreement

This Sweepstakes Promotion Attachment is made a part of the Master Services Agreement, Renewal Master Services Agreement, Internet Services Agreement, Service Agreement, Master Services Agreement (LT), License and Maintenance Agreement or other contract containing the standard terms and conditions that govern the provision of Digital Insight services (hereinafter referred to as the "Master Services Agreement") between you (hereafter known as "Customer") and Digital Insight. Unless otherwise noted herein, capitalized terms shall have the same meaning as defined in the Master Services Agreement.

This is a two part agreement. Part I is the Bonus Bucks Sweepstakes Promotion. Part II is the Free Gift with Online Bill Payment Promotion.

Part I Bonus Bucks Sweepstakes

1. Description of Bonus Bucks Sweepstakes Promotion.

1.1 Prerequisites. In order to participate in the Bonus Bucks Sweepstakes Promotion (the "Promotion"), Customer must: (a) currently offer its End Users (meaning, for the purposes of this Promotion, clients or members of Customer and potential clients or members of Customer) either the Bill Payment service from CheckFree, now part of Fiserv, or the Metavante® Corporation Bill Payment service in conjunction with Digital Insight's Internet Banking service; (b) use Digital Insight's Bill Payment Prompt at the Internet Banking log-in screen; (c) agree to allow the graphic image used for the prompt to be changed to the graphic designed for this Promotion; (d) agree to allow Digital Insight to reset the prompt on the first day of the Promotion; (e) agree to leave the graphic on the Bill Payment Prompt for the Term (defined below); (f) use the Bill Payment Prompt graphic and text on the Bill Payment Welcome Screen; and (g) place, or permit Digital Insight to place, at least one web banner specific to this Promotion on Customer's website home page and/or Internet Banking Account Summary page.

1.2 Promotion Elements. Digital Insight will provide Customer with: (a) official Promotion rules; (b) banner ads for use on Customer's website and within Internet Banking; (c) a Promotion-specific Bill Payment Prompt and Bill Payment Welcome Screen; (d) a Promotion implementation timeline; (e) artwork for a statement stuffer and table tent; (f) html-formatted promotional copy for a splash page and (g) html-formatted promotional copy for an email campaign.

1.3 Promotion Description. The Promotion will yield one Grand Prize winner, to be selected from all eligible entries via random drawing on or about July 31, 2008. The Grand Prize Winner will receive \$100,000 Cash. Total prize value is \$100,000.

The Bonus Bucks Sweepstakes (the "Sweepstakes") begins at 12:01 a.m. (Pacific Time ["PT"]) on May 1, 2008 and ends at 11:59 p.m. PT on June 30, 2008 (the "Sweepstakes Period"). There are three ways to enter:

1. Enroll as a new Online Bill Pay Customer - Online Entry: End Users of participating financial institutions will automatically receive one entry into the Sweepstakes by enrolling in Sponsor's online Bill Pay Service during the Sweepstakes Period. Enrollments made under multiple identities or through the use of any agent or other device or artifice to enter multiple times will be deemed invalid. Limit of one new online bill pay service member entry per End User.

2. Online Payments - Online Entry: End Users of participating financial institutions will also earn one entry for each online bill payment made during the Sweepstakes Period, up to a maximum of thirty (30) payments. PLEASE NOTE: An entry is dependent upon the date in which a bill payment has been processed by the End User's Financial Institution. In order to receive an entry into the Sweepstakes, bill payments must be

processed between 12:01 a.m. (Pacific Time ["PT"]) on May 1, 2008 and 11:59 p.m. PT on June 30, 2008. Bill payments processed after 11:59 p.m. PT on June 30, 2008 will not receive an entry into the Sweepstakes. Please refer to your Financial Institution's Processing Schedule for processing dates.

3. Mail Entry: On a plain 3" x 5" card, legibly handprint or type your name, age, complete address, city, state, zip code, home and business phone numbers (including area code), email address (if any) and your participating financial institution's name (if any). Then, mail your 3" x 5" card in a postage-affixed sealed envelope to: "Bonus Bucks Sweepstakes", P.O. Box 4320, Manhasset, NY 11030-4320. Mail entries must be postmarked by June 30, 2008 and received by July 7, 2008. No mechanically or programmatically reproduced entries are permitted. Each envelope is considered one entry. Neither the Sponsor nor Marden-Kane, Inc. (the "Sweepstakes Administrator") will verify receipt of entries for entrants. All entries submitted become the sole property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, illegible, or damaged mailed entries.

Part II - Terms and Conditions for Bonus Bucks Gift with Online Bill Pay

How to receive your Gift with Online Bill Pay Enrollment and Use:

Enroll as a New Online Bill Pay Customer and Pay Bills Online:

1. Make Six Online Bill Payments: End Users of participating financial institutions will receive a \$10 credit ("Credit") into their online bill pay bank account when they Enroll as a new Online Bill Pay Customer during the Enrollment period and make their first six (6) online bill payments using Sponsors Online Bill Pay Service during the promotion.
2. Make Ten Online Bill Payments: End Users of participating financial institutions will receive a \$25 Credit into their online bill pay bank account when they Enroll as a new Online Bill Pay Customer during the Enrollment period and make their first ten (10) online bill payments using Sponsors Online Bill Pay Service during the promotion.

Pay Bills Online as an Existing Online Bill Pay Customer:

3. Existing Online Bill Pay users that make a total of six (6) additional online bill payments more than the total number of payments they made in the previous two months from March 1, 2008 to April 31, 2008, will also receive a \$10 Credit.
4. Existing Online Bill Pay users that make a total of ten (10) additional online bill payments more than the total number of payments they made in the previous two months from March 1, 2008 to April 31, 2008, will also receive a \$25 Credit.
5. Online bill payments must be processed between 12:01 a.m. (Pacific Time ["PT"]) on May 1, 2008 and 11:59 p.m. PT on June 30, 2008. Bill payments processed after 11:59 p.m. PT on June 30, 2008 will not be eligible for this offer. Please refer to your Financial Institution's Processing Schedule for processing dates.
6. The promotion begins at 12:01a.m. (Pacific Time ["PT"]) on May 1, 2008 and ends at 11:59 p.m. PT on June 30, 2008 (the "Enrollment Period").
7. Credits will be deposited into verified End User account within 6-8 weeks after the Promotion end date. For users with multiple funding accounts used for online bill payment with the participating financial institution, the Credit will be deposited into one of your active accounts with online bill payment.
8. Enrollments made under multiple identities or through the use of any agent or other device or artifice to enter multiple times will be deemed invalid. Limit of one new online bill pay service member enrollment per End User.
9. Credits will not be given to End Users that are not New Online Bill Pay Enrollments or to New Enrollments that do not make a minimum of six Online Bill Payments through the Sponsors Online Bill Pay Service, or to existing Online Bill Pay customers that do not make a minimum of six additional payments than they made in the previous two months, as defined by Sponsor.
10. Recipient of the Credit is deemed to be the End User whose name appears on the Online Bill Payment Enrollment Registration. Credit will be deposited into the account used at time of Online Bill Pay

Registration. A third party vendor will be used by Digital Insight to facilitate the deposit of the Credit. Our contracts with third party vendors outline the appropriate use and handling of your information and prohibit third parties from using any of your personal information for purposes unrelated to the product or service for which they've been contracted. Vendors are required to maintain the confidentiality of the information we provide to them.

11. To be eligible for the Credit End Users must be a lawful permanent resident of the United States, 18 years of age or older with a unique, personal and valid social security number and must not be considered a minor in their state of residence.
12. Employees of Digital Insight Corporation (the "Sponsor"), their affiliated companies, parents, subsidiaries, service partners, and advertising and promotion agencies (collectively, "Sweepstakes Entities"), and their IRS dependents, immediate families (i.e. parents, children, siblings, spouse) and members of their households (whether related or not) are ineligible to receive a Credit.
13. This offer is valid in the United States only. Offer void in Puerto Rico, U.S. territories and possessions, outside of the United States, and where otherwise restricted or prohibited by law. Not valid with any other offer.
14. Sponsor reserves the right to shorten, extend, modify, or cancel the Promotion, at its discretion, at any time. In the event Promotion is terminated, notice will be posted on Internet Banking sessions at your participating financial institution's website within a minimum of 15 days prior to the date of termination.
15. Sponsor has the sole discretion to interpret and apply the Terms and Conditions for the Promotion. All questions or disputes regarding the Promotion will be resolved by Sponsor at its sole discretion, whose decisions will be final and binding in all respects.
16. As a condition of participating in this Promotion, End Users agree that (1) any and all legal disputes, claims, and causes of action arising out of or connected with this Promotion, or any Credits obtained through the Promotion, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in the State of New York, County of Nassau; (2) any and all claims, judgments and rewards shall be limited to actual out-of-pocket award costs incurred, including costs associated with participating in this Promotion, and in no event attorneys' fees; and award recipient hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.
17. For more information regarding this offer, you may view the terms and conditions at participating financial institution branch locations or while logged on to your Internet Banking session at your participating financial institution's website.
18. SPONSOR: This offer is being sponsored by Digital Insight, an Intuit® company. Please direct sponsor inquiries to Digital Insight, an Intuit company, at 26025 Mureau Road, Calabasas, CA 91302, ATTN: Director of Marketing.

2. Other Terms & Conditions.

2.1 Responsibility for Success of Promotion. Digital Insight makes no guarantee, express or implied, as to the success of any marketing promotions, including the Promotion, implemented by Digital Insight or implemented by or on behalf of Customer. Digital Insight shall not be liable for any results of any marketing promotions, including the Promotion. ALL MATERIALS ARE PROVIDED BY DIGITAL INSIGHT "AS-IS" AND "WHERE IS". DIGITAL INSIGHT, ON BEHALF OF ITSELF AND ANY THIRD PARTY VENDORS PROVIDING MATERIALS OR PORTIONS THEREOF HEREUNDER, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE AS TO THE MATERIALS PROVIDED UNDER THIS AGREEMENT. NO INDEMNITY OBLIGATIONS OF DIGITAL INSIGHT SET FORTH IN THE MASTER AGREEMENT SHALL APPLY TO THE PROMOTION OR ANY MATERIALS ASSOCIATED WITH THE PROMOTION.

2.2 Responsibility for Quality of End Product. As part of this Promotion, Digital Insight shall prepare creative materials for use by Customer, as more specifically outlined in Section 1.2 above. Digital Insight has further prepared specific directions and procedures which accompany the materials to assist the Customer in emailing, promoting and otherwise effectuating the use and dispersal of the marketing material provided.

2.3 Fees and Expenses. There are no fees associated with participating in this Promotion. Except as expressly set forth herein or otherwise agreed to in a writing signed by the parties, Customer shall be solely responsible for any and all expenses it incurs in the execution of the Promotion.

2.4 Intellectual Property. Digital Insight reserves all rights, including, but not limited to, all copyrights, in and to all marketing materials and other works of authorship provided hereunder (collectively, the "Materials"). Except as otherwise expressly permitted in writing by Digital Insight, Customer may not reproduce or copy the Materials for purposes other than marketing the Promotion, as directed by Section 1.2 above. Any Materials delivered to Customer in tangible or electronic form shall be used and, if applicable, reproduced by Customer in accordance with Section 1.2 above, only in connection with Customer's participation in the Promotion, during the Term. Further, Customer may not modify any of the Materials or terms and conditions of this Promotion without Digital Insight's prior written consent.

2.5 Case Study/Publicity. The potential Grand Prize winner will be required to execute an affidavit of eligibility, a liability release and a publicity release. Participating financial institutions agree to allow Digital Insight to create a case study, press release or news story about the winner or about the results that the participating financial institution achieved as a result of the campaign. Digital Insight also reserves the right to post the story on our corporate website and reserves the right to pitch the story to the media. Participating financial institutions will provide a press contact in the event that media pitch leads to an interview.

2.6 Regulatory Compliance; Privacy of End Users. Customer shall be solely responsible for compliance with all state and federal laws and regulations governing Customer and providing any and all disclosures to End Users and potential End Users and all required reports to governmental authorities. Customer shall be solely responsible for compliance with any and all laws, regulations and policies related to access to and use of End User personal information.

2.7 Consumer Inquiries. Customer shall be responsible for accepting and responding to any communication initiated by consumers ("Consumer Inquiries") arising out of Customer's participation in the Promotion.

2.8 Term of Promotion. The Promotion runs from May 1, 2008 through June 30, 2008 ("Term"). Customer must consent to this Agreement online on or before the close of business on April 22, 2008 so that Digital Insight can furnish Customer with the Promotion elements on or before the launch of the Promotion.

2.9 Publishing Software. Customer shall have purchased separately the appropriate publishing software or shall utilize a printer who has separately purchased the software in order to reproduce any of the creative materials Customer desires to use. Reproduction of creative materials by Customer is not required for participation in the Promotion.

2.10 Production. Customer is responsible for production, printing, mailing and any other production costs associated with the Promotion, for any Promotion elements Customer chooses to use.

2.11 Timing. To optimize End User participation in the Promotion, Customer shall use reasonable commercial efforts to roll out the Promotion in accordance with the timeline provided by Digital Insight.

2.12 Accepting Promotion Agreement. CUSTOMER ACKNOWLEDGES THAT BY OPTING TO PARTICIPATE IN THE SWEEPSTAKES PROMOTION, CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED HEREIN **AND MAY NOT CANCEL THIS CONTRACT OR THE PROMOTION AFTER THE SWEEPSTAKES HAS LAUNCHED TO CUSTOMER'S END USERS FOR ANY REASON WHATSOEVER.** FURTHERMORE, THE CUSTOMER REPRESENTATIVE ACCEPTING THIS ATTACHMENT REPRESENTS THAT S/HE POSSESSES THE REQUISITE AUTHORITY TO ACCEPT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

2.13 Affiliation & Trademarks. 'Digital Insight, an Intuit company' is the registered trademark of Intuit Inc. 'CheckFree' is the registered trademark of CheckFree Services Corporation. 'Metavante' is the registered trademark of the Metavante Corporation. Digital Insight is an authorized value-added reseller of CheckFree and Metavante online bill payment services.

For questions concerning the specific legal interpretation of any or all parts of these rules please contact the sweepstakes administrator representative, Sonya Focarile at 516-301-2227 from 9 – 5pm EST Mon- Fri., by July 10, 2008.