



# SERVICE ATTACHMENT

## Growth and Retention Services

This **SERVICE ATTACHMENT** is attached to and made a part of the Master Services Agreement. The terms and conditions of this Service Attachment shall apply only in the event that Intuit has agreed to provide to Customer, and Customer has agreed to accept from Intuit, the Authorized Service(s) described in this Service Attachment.

### 1. Description of Products and Services

1.1 Growth and Retention Services Components. Intuit will periodically sponsor promotions each calendar year for all clients participating in Growth and Retention Services designed to acquire, retain, cross sell or up sell End Users. As part of its sponsorship, Intuit will develop relevant themes and corresponding promotional materials that are targeted directly to Customer's End Users which may include an incentive, cash prize or other prize. These promotions may include, but are not limited to:

- (a) Marketing campaign creative materials delivered over the web or other medium;
- (b) Webcast-delivered training sessions or onsite training relative to End User growth and retention;
- (c) Email campaign support in the form of message templates that can be used for recruitment, cross sell or retention campaigns;
- (d) Banners and Bill Pay Prompts placed on Customer's website if Customer's website is hosted by Intuit;
- (e) A flash demo;
- (f) Peer benchmark reports and best practice research techniques or procedures;
- (g) Acquisition or Activation retail merchandise, direct mail and email programs through third party vendors;
- (h) Other program components that Intuit may add, from time-to-time during the Term.

1.2 Elective Components. All Growth and Retention Services and programs are elective at Customer's sole discretion. Intuit will periodically invite Customer to participate in Growth and Retention Services programs. Customer will be presented with online information detailing the terms and conditions of participation in the elective program activity in advance of the launch of the activity. The online information will include a mechanism by which to sign up or opt-in to the elective program activity.

### 2. Marketing Activities

2.1 Marketing and Analytical Research. In an effort to create effective Growth and Retention Services campaigns, Intuit may engage from time to time third parties to conduct certain analytical research, database marketing and marketing program execution activities utilizing End User transactional activity data arising from Customer's bill payment processing services that may include collection of the End User's non-public personal information (hereinafter "NP Information") as defined under the Gramm-Leach-Bliley Act (15 U.S.C. §6809) and regulations promulgated thereunder. Customer agrees that Intuit may use such NP Information and Research Data (as defined below) pertaining to End User data to conduct certain analytical research, database marketing and marketing program execution activities on behalf of Customer, provided that Intuit agrees (i) to implement and maintain appropriate procedures to ensure the security and confidentiality of NP Information; (ii) not to use or disclose NP Information except for the purposes intended under this Agreement. Intuit may share NP Information with any third party contracted by Intuit to assist in performing such services, provided that the third party agrees in writing to protect the confidentiality of Customer's NP Information to the same degree as Intuit is obligated hereunder and not to use or disclose NP Information except as necessary to perform such services for Customer.

2.2 End User Data Processing. Information that will be collected about the End User will be consolidated from the records of a number of sources. The financial institution, Intuit, the bill payment processing vendor may include, but is not limited to, name, address, email address, phone number, transaction type, enrollment date, date of transaction, whether the transaction is recurring, dollar value of transaction, and activity history ("Research Data"). No account numbers, social security numbers, or customer identification numbers will be released to any third party. Subject to the requirements set forth in 2.1, the data may be sent to a third party for address cleaning and third party data append including, but not limited to, demographic, psychographic and firmographic information. The original data and the third party appended data will be housed in a marketing data mart hosted and maintained by the third party. The data or a subset may be sent to a third party for statistical analysis or to a designated email service bureau or print fulfillment provider to deploy the marketing campaign.

2.3 Use of Data. Intuit may publish summary or aggregate results relating to metrics comprised of Research Data from time to time. Intuit will only use aggregated NP Information pertaining to End User data for the purposes intended under this Amendment. Intuit will not sell, distribute, or license such information to any third party. Customer acknowledges and agrees that the proposed activities set forth herein do not in any way contravene or breach the terms of the Master Services Agreement.

### 3. Terms and Conditions

3.1 Intellectual Property. Intuit 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 expressly consented to by Intuit in writing, or in the terms and conditions of any activity which includes Materials, Customer may not reproduce or copy the Materials.

3.2 Data Rights; Publicity; License. Customer acknowledges that Intuit will collect aggregate, non-personally identifiable End User and Customer data during the course of the program and that Intuit shall exclusively own and retain all data rights related thereto. Customer may be asked to allow the use of its name in a case study or promotional materials created by Intuit that may later be made available to the public.

3.3 Production. Unless otherwise agreed to in writing by Intuit, Customer is responsible for production, printing, mailing and any other production costs associated with campaigns entered into as part of the Growth and Retention Services. For certain promotions, Intuit will print materials that may be provided to Customer at no charge or that Customer may purchase if Customer elects to do so. Customer will be billed separately by Intuit for any such materials purchased.

3.4 Regulatory Compliance. Customer is responsible for compliance with all applicable state and federal laws and regulations (including consumer protection and privacy laws) applicable to the various components of the Growth and Retention Services, and for providing any required disclosures to End Users and governmental authorities.

3.5 Fees and Expenses. There are no Fees associated with participation in the Growth and Retention Services 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 Growth and Retention Services, including, but not limited to, expenses associated with direct mail campaigns.

3.6 No Warranty; No Indemnity. The Growth and Retention Services and all associated products, service and materials are provided "AS IS." Intuit makes no warranties, express, implied or otherwise regarding their accuracy, completeness or performance. No Intuit warranties or Intuit indemnification obligations set forth in the Master Services Agreement shall apply to the Growth and Retention Services or any of the components, Materials, or activities arising hereunder.

3.7 Liability Disclaimer. BY PARTICIPATING IN THIS END USER GROWTH AND RETENTION SERVICES, CUSTOMER AGREES TO HOLD INTUIT HARMLESS FROM ANY AND ALL CLAIMS AND LOSSES THAT MAY ARISE AS A RESULT OF SUCH PARTICIPATION. IN NO EVENT WILL INTUIT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA OR OTHER PECUNIARY LOSS) IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING OF THIS PROGRAM, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, INCLUDING NEGLIGENCE, EVEN IF INTUIT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

3.8 Authority. Intuit may add other program components from time-to-time during the Term, in which Customer may opt to

participate at Customer's discretion. These components may be offered via online agreements, requiring Customer personnel to select an "I Accept," "Sign Me Up" or similar button displayed in conjunction with the terms and conditions of the other program component(s). Customer represents and warrants that the individual undertaking the acceptance possesses the requisite power and authority to bind Customer to the agreement and that Intuit is entitled to reasonably rely on that individual's apparent authority to enter into the agreement for the additional program component on behalf of Customer.

3.9 Customer understands that Multi-Factor Authentication (MFA) functionality may not be used to aggregate End User financial account information from the Customer Institution. This includes but is not limited to aggregation performed by FinanceWorks, Quicken, Mint, and other Intuit products. Customer acknowledges and agrees that the financial functionality enabled by account aggregation is limited in scope, such as the downloading of financial transactions, and therefore does not require the strength of authentication needed for more sensitive and high-risk capabilities such as those related to the movement of funds to other parties.

#### **4. Term**

4.1 Term. Intuit may sunset the Growth and Retention Services at any time, with or without prior notice to Customer. Customer may terminate its participation in the Growth and Retention Services at any time, upon written notice to Intuit. Unless sooner terminate by Intuit or by Customer in accordance with this provision or pursuant to the termination provisions contained in the Master Services Agreement (or similarly named main agreement containing the standard terms and conditions governing the relationship between the parties hereto) the Term of the Growth and Retention Services shall run concurrent with the Term of Customer's Master Services Agreement.