

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF NORTH LITTLE ROCK AND INVOICE CLOUD FOR ON-LINE AND PHONE PAYMENTS BY CUSTOMERS OF THE CITY AND THE NORTH LITTLE ROCK ELECTRIC DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, Tele-Works, Inc. has been the provider for interactive voice response (“IVR”) services to customers of the North Little Rock Electric Department (“NLRED”); and

WHEREAS, on June 9, 2014, City Council adopted Resolution No. 8564 which approved an amendment to the contract between the City of North Little Rock (“the City”) and Tele-Works, Inc. providing for the use of hosted servers for the processing of payments to the City, including the City’s web payment services; and

WHEREAS, processing of payments by Tele-Works has not been as successful as anticipated, and the City desires to migrate to a replacement service; and

WHEREAS, Invoice Cloud has the necessary equipment, including hosted IVR systems, and the expertise to provide payment services for the City and NLRED, and

WHEREAS, Invoice Cloud is the preferred payment processor of Harris NorthStar, the provider of equipment and programming currently used by the City and NLRED (see Exhibit “A” attached hereto).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That the North Little Rock Finance Director is hereby authorized to execute an agreement with Invoice Cloud for interactive voice response and web payment services for the City and NLRED (see Exhibit “B” attached hereto).

SECTION 2: That in addition to the authority provided by Section 1 above, the North Little Rock Finance Director is additionally authorized to execute such addendums and annexes as are necessary to effectuate the agreement contemplated in this Resolution after approval by the City Attorney’s Office.

SECTION 3: That no funds are appropriated by the approval of this Resolution.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Joe A. Smith

SPONSOR:

Joe A. Smith
Mayor Joe A. Smith

ATTST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

C. Jason Carter
C. Jason Carter, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/b

FILED	11:42	A.M.		P.M.
By	City Atty. Carter			
DATE	6-2-15			
Diane Whitbey, City Clerk and Collector North Little Rock, Arkansas				
RECEIVED BY	J. Mansfield			



To: The City of North Little Rock

From: Kathy Stephens

Subject: Invoice Cloud No Cost Plug In

I recommend North Little Rock implement the Invoice Cloud/North Star Platform as soon as possible. This is going to benefit the City for many reasons. More customers will use the service, and our internal employees will have a much easier and pleasant experience with Invoice Cloud than the current EBPP provider. Here are some of the reasons I recommend we switch:

- 1) Invoice Cloud is the preferred payment processor partner for Harris NorthStar in conjunction with Customer Connect.
- 2) The Invoice Cloud service provides ease of use for customers and for employees.
- 3) The reporting and reconciliation with Invoice Cloud will make life easier for Accounting and Finance.
- 4) There is a steady flow of current Harris North Star customers moving to the Invoice Cloud solution. (Including Central AR Water).
- 5) This is a No Cost Upgrade to North Little Rock.
- 6) Proven paperless adoption increases rapidly upon deployment.
- 7) Technology updates ensure no transactions are ever lost in cyberspace.
- 8) Proven increases in payment adoption rates across several sites (ex. Large Midwest online payment adoption has increased 37% in the two years since replacing the old provider)

Why?

- The ability to set one logon integrates with Harris NorthStar and does not require any additional authentication process, making it easy for the customer to logon and pay for a positive customer experience.
 - The ability for a user to complete a One Time Pay
 - The ability to present three (3) eMail Reminders, prior to the due date of the billing amount
 - The ability to set options for Auto Pay, Scheduled Pay, Recurring Pay and Flexible Payment Plan Reminders to include eMail reminders automatically sent to customers.
 - The ability to Sign up for paperless billing all in one step, reducing phone calls and walk in traffic.
- 9) The additional add on options to include a HOSTED IVR Phone Payment system.
 - 10) The additional add on options to include a HOSTED KIOSK Payment system.



Billers Agreement

1. License Grant & Restrictions. Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

2. Privacy & Security. Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. With respect to Protected Health Information (as defined in 45 C.F.R 160.103), Invoice Cloud will enter into a Business Associate Agreement pursuant to 45 CFR part 160 and 164. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

3. Account Information and Data. Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

4. Confidentiality / Intellectual Property Ownership. Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

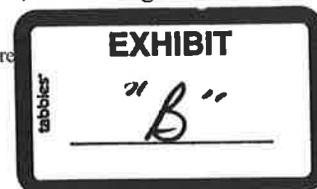
Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

5. Billing and Renewal. Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, Invoice Cloud may assess and/or collect such taxes, levies, or duties against Biller and

Billers Agreement

The complete Biller Agreement includes the Biller Order Form, the Online Terms and Conditions and this Agreement



Billers Agreement

Billers shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on Invoice Cloud's income. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Billers believes Billers' bill or payment is incorrect, Billers must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Billers upon thirty days written notice to Billers based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

6. Term and Termination. The initial term of this Agreement shall be for a period of three (3) years ("**Initial Term**") commencing on the Effective Date on the Billers Order Form and will renew for each of additional successive three (3) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Billers, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Billers shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Billers' password and access will be disabled and Billers will be obligated to pay the balance due on Billers' account computed in accordance with the Charges and Payment of Fees section above. Billers agrees that Invoice Cloud may charge such unpaid fees to Billers' Debit Account or credit card or otherwise bill Billers for such unpaid fees.

7. Invoice Cloud Responsibilities. Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Billers has selected on the Order Form under normal use and circumstances and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Billers shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

8. Limited Warranty EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Billers represents and warrants that Billers has not falsely identified itself nor provided any false information to gain access to the Service and that Billers' billing information is correct.

9. Billers' Responsibilities. Billers represents and warrants that it has the legal power and authority to enter into this Agreement. Billers is responsible for all activity occurring under Billers' accounts and shall abide by all applicable laws, and regulations in connection with Billers' and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Billers shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Billers or Billers' Users; and (iii) not impersonate another Invoice Cloud user or provide false identity information to gain access to or use the Service. Invoice Cloud is not responsible for any Billers postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

Billers is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Billers is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Billers' Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Billers allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Billers will prepare and deliver to Invoice Cloud Transaction Data reflecting such refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Billers may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Billers give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

Billers Agreement

10. Indemnification. Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

Biller shall indemnify and hold Invoice Cloud, its licensors and Invoice Cloud's, subsidiaries, affiliates, officers, directors, employees, attorneys, agents, and payment processors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with any claim, cause of action, lawsuit, administrative or criminal investigation, charge, action or claim alleging: (i) that use of the Customer Data infringes the rights of a third party; (ii) a violation by Biller of Biller's representations and warranties or the breach by Biller or Biller's Users of this Agreement including without limitation incomplete or inaccurate Transaction Data; or (iii) relating directly or indirectly to Biller's or its authorized users' use of the Service.

11. Limitation of Liability. INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE UP TO AND NOT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

12. Export Control. The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

13. Notice. Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 35 Braintree Hill Office Park, Suite 100, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

14. Assignment. This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

15. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and One Million (\$1,000,000) general aggregate.
- b. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- c. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

16. Immigration Laws. For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

17. General. With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Arkansas law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions

Billor Agreement

of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 11, 13 and 17 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions and are agreed to by Invoice Cloud and the Biller.



Biller Order Form

Sales Information	Services	Products	Biller Information
Software Partner: NorthStar	Invoice Presentment X	IVR X	Fed Tax ID: 71-6009176
Invoice Cloud Sales Partner:	ACH (EFT) Processing X	Check21	Organization Start Date: 1904
Invoice Cloud Sales Contact: Jason Baker	Credit/Debit Card Processing X	Online Bank Direct	Web Site URL: www.nlrelectric.com

GENERAL INFORMATION

Ownership Type: Government	CUSTOMER SERVICE / TRAINING CONTACT	TECHNICAL SUPPORT	MARKETING CONTACT
Legal Name: City of North Little Rock <i>Note: This name will have to match on ALL documents</i>	Contact: Kathy Stephens	Contact: Same	Contact: Same
Address 1: 120 Main Street	Phone: 501-975-8888	Phone:	Phone:
Address 2:	Email: kstephens@nlr.ar.gov	Email:	Email:
City: North Little Rock	State: AR	Zip: 72115	
Name of Paperwork Signer: Karen Scott	Signer Title: Finance Director	Notes:	
Signer Phone: 501-975-8800	Signer Email: kscott@nlr.ar.gov		
<i>Note: Signer must sign ALL documents</i>			

PRICING

Biller Portal Access Fee	\$ 0.00	IC Payment Transaction Fee – EFT (biller not payer pays the transaction fee)	N/A
Additional Biller Portal Access Fee	N/A	IC Payment Transaction Fee - Check 21	N/A
Paperless Presentment (Includes 3 emails)	\$0.00	Check Reader 5 Quantity (Optional)	\$0.00
Additional Email Presentment	N/A	Online Bank Direct Access Fee (Optional)	N/A
Monthly Presentment Fee	N/A	Online Bank Direct Transaction Fee (Optional)	N/A
ACH Reject Fee	\$10.00 per	Chargeback	\$10.00 per

BILLER BANK (MUST INCLUDE VOIDED BUSINESS CHECK OR BANK LETTER FOR EACH ACCOUNT)

Name of Checking Account (As it appears on check or Bank Letter): Utility Systems Revenue Account			
Bank Name: Centennial Bank		Physical Address: 4514 Camp Robinson Rd North Little Rock AR	Phone: 501-603-3890
Depository	<i>Your Invoice payment collections will be electronically deposited into this account.</i>	Routing # 082902757	Account # 0004017919
Fees	<i>Your Invoice and payment processing fees will be electronically deducted from this account.</i>	Routing # 082902757	Account # 0004017919

CERTIFICATION AND AGREEMENT

- A. By signing below, the Biller hereby authorizes Invoice Cloud, Inc. ("Invoice Cloud") to initiate and execute debit/credit entries to its checking/deposit account(s) indicated above at the depository financial institution(s) named above and to debit/credit the same such account(s). The Biller acknowledges that the origination of ACH transactions to its account(s) must comply with the provisions of U.S. law. This authority is to remain in full force and effect until (i) Invoice Cloud has received written notification (by electronic or U.S. mail) from the Biller of its revocation in such time and manner as to allow Invoice Cloud a reasonable opportunity to act on it, but not less than 10 business days notice; and (ii) all obligations of the Biller to Invoice Cloud that have arisen under this Agreement and all other agreements have been paid in full. The Biller must also notify Invoice Cloud, in writing, (by electronic or U.S. mail) when a change in account number(s) or bank has occurred at which time this authorization shall apply to such new/changed account. This notification must be received within 10 business days of change. A fee will be charged for any returned ACH debits.

- B. By signing below, the Biller named: (1) has read, agreed to, and acknowledges receipt of the terms and conditions of the Biller Agreement, attached hereto, as well as the terms and conditions at www.invoicecloud.com/termsandconditions, all of which is incorporated herein by reference (2) certifies to Invoice Cloud that he/she is authorized to sign this Biller Order Form; (3) certifies that all information and documents submitted in connection with this Order Form are true and complete; (4) authorizes Invoice Cloud or its agent to verify any of the information given, including credit references, and to obtain credit; (5) agrees to pay the Monthly Access Fee through the last day of the month following the effective date of termination as provided in the Billing Agreement; (6) agrees that Biller and each transaction submitted will be bound by the Biller Order Form and the Biller Agreement in its entirety; (7) agrees that Biller will submit transactions only in accordance with the information in this Biller Order Form and Biller Agreement and will immediately inform Invoice Cloud, by email (contracts@invoicecloud.com) if any information in this Biller Order Form changes. The terms and conditions and this Biller Order Form, the Biller Agreement and the terms and conditions at www.invoicecloud.com/termsandconditions constitute the entire integrated Biller Agreement by and between Biller and Invoice Cloud. If any provision of this agreement hereunder is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. and (8) the Biller agrees and understands that outstanding sums due and owing to Invoice Cloud, will be charged daily or monthly and debited from its current depository account. Non-sufficient funds for these debits are grounds for a change in fees or termination of this Agreement. In the event of non-payment of any sums due, Invoice Cloud reserves the right to withdraw such sums from the current depository account at any time to ensure payment of the same.

- C. By signing below, the Biller hereby gives permission to Invoice Cloud to access his / her credit history via Trans Union, Equifax, or other credit-reporting agency

- D. The Biller Order Form and the Biller Agreement will become effective only when counter-signed by Invoice Cloud and upon execution by the Biller of such third party agreement required by Invoice Cloud to permit use of the payment function of the Service.

In WITNESS WHEREOF, the parties hereto have executed this Agreement as of this day _____

Biller Signature

X

Corporate Officer

Karen Scott Finance Director

Print Name

Title

Accepted by Invoice Cloud:

X _____

INVOICING PARAMETERS (An Invoicing Parameter Sheet needs to be completed for every invoice type)									
Today's Date: 4-29-15		Submitter <input checked="" type="checkbox"/> Non-Submitter					Information provided by: Kathy S		
Invoice Type: Electric, Recycle and sanitation		Type of IC Service: EBPP <input checked="" type="checkbox"/> Cloud Store			Cloud Pay		Credit Card Payment Methods: Visa <input checked="" type="checkbox"/> MC <input checked="" type="checkbox"/> Discover <input checked="" type="checkbox"/> Amex <input checked="" type="checkbox"/>		
Billing Software: North Star		Software Version:			Printer: In-House				
Billing Frequency (How often bills are mailed) Monthly		Number of Installments: 1		Months Billed:					
				Jan	Feb	Mar	Apr	May	Jun
				Jul	Aug	Sep	Oct	Nov	Dec All <input checked="" type="checkbox"/>
Bill Mail Date: 1 st - 10 th <input checked="" type="checkbox"/> 11 th - 20 th <input checked="" type="checkbox"/> 21 st - 31 st <input checked="" type="checkbox"/>				Invoices per Cycle: NLR runs 16 billing cycles per month, approximately 2300 per cycle for a total month of bills for approximately 38,000 electric utility customers.					
Highest Invoice Amount: \$500.00				Average Invoice Amount : 170.00					

SERVICE FEE PRICING (Please check if service fee will be charged to the payer or the fees are paid by the Biller)
Credit/Debit Card & ACH Fee: \$3.25
Max Transaction \$500.00
IVR: Optional add on service to be requested at a later date. Estimated cost associated with IVR HOSTED Option, customer (utility bill payer) is going to pay \$3.25 convenience fee and an additional \$0.50 for the "Pay over the IVR" hosted option. NLRE does have the option to absorb that fee. The IVR HOSTED Option is as \$0.00 additional cost for software and setup.
Kiosk Payment Center: Optional add on service to be requested at a later date. Estimated cost associated with hosted payment Kiosk system includes a per transaction fee of \$1.50. The transaction minimum would be set at approximately 30% of current walk in payment traffic (1,500 per kiosk per month in aggregate). There would be a 30 month term with automatic renewal in 12 month increments. ACH & Credit Card processing would include integration with Invoice Cloud. There would be no upfront costs incurred by NLR as database integration, custom software development, statement design, mobile interface, installation, training, electronic receipting, telecom service, software and hardware support and maintenance are included at no additional cost to NLR.