

ATTACHMENT A

InvoiceCloud™

The Next Generation of Online Experience:

For



October 24, 2017



Electronic Bill Presentment & Payment

Partnered with BS&A to provide a simple, secure, web based electronic invoice presentment and payment solution that reduces costs, speeds payments and helps the environment.

Experience:

- 850+ billers in 44 States
- Focus on utility and municipal market
- Management has extensive experience with:
 - Secure Payments, Gateways
 - Billing Software and Integration
- Integrated with BS&A CIS/Utility Billing & AccessMyGov

Vision:

- Provide the same online experience customers have come to expect when making payments to Fortune 100 companies (AT&T, Verizon, Visa, AMEX), but take that experience to the next level
- Provide this service to municipal governments and utilities
- Achieve industry best online payment and e-billing adoption
- Improved functionality and 'ease of use' for Village of Oak Park customers
- Decreased effort and manual processes for Village of Oak Park staff
- Secret Sauce: Near real time integration with BS&A software

Online Bank Direct

Invoice Cloud Online Bank Direct™

Invoice Cloud Online Bank Direct eliminates paper checks issued by online banking sites. The Biller will be able to register through Invoice Cloud with online banking networks to electronically deposit customer payments. Electronically depositing these payments will save the Biller tremendous staff time and effort. The Biller no longer needs to manually compare customer names and amounts to the bank issued checks and then enter and post them to the appropriate customer utility account. The Biller will also not need to deposit them to the bank for processing. The Invoice Cloud Online Bank Direct electronic payments (like lock box files) are matched (when possible) to the customers' accounts, processed and uploaded into the BS&A customer information management (UB) system.

InvoiceCloud™

Data Management

Virtual Terminal

Online Bank Direct

Pending Payments

Processed Payments

Returned Payments

Reconciliation Report

Deposits Report

Reversals Report

Online Bank Direct - Pending Entries

2 of 16

Back

Forward

Mark For Return

Recommended Matches

Custom Search

No Invoice

Finalize My Selections

Search or Navigate

WAGNER BMW

Date 6/21/2011

PAY TO THE ORDER OF Invoice Cloud - Sam Evrard \$ 3847.80

DOLLARS

MEMO C-5262011-91076398-001

This Payment will be applied to the following selected Invoice. If incorrect, please select the correct Invoice.

Customer Name: SMITH, PAUL

Account #: 998877

Invoice #: PSWS-0099

Invoice Amount: \$31.74

Amount Due: \$31.74

Please select an Invoice you would like to apply this Payment to. If applicable, we have pre-selected the Invoice that we believe is a match with this Payment. If this is incorrect, please select the correct Invoice. You may also search for other Invoices by using click on Custom Search option in the toolbar.

	Rating	Invoice #	Inv. Date	Account #	Customer	Inv. Amt.	Amt. Due	Options
<input checked="" type="checkbox"/>		PSWS-0099	12/1/2013	998877	SMITH, PAUL	\$31.74	\$31.74	
<input type="checkbox"/>		BMV-0888	12/1/2013	9999	SMITH WOOD PRODUCTS TRUST	\$1,091.59	\$1,091.59	
<input type="checkbox"/>		JWS-0333	12/1/2013	997298	RITA M Smith TRUST	\$90.05	\$90.05	
<input type="checkbox"/>		WH20-0444	12/1/2013	999-88-7777	Smith, Steven	\$500.13	\$500.13	
<input type="checkbox"/>		OWS-74312	12/1/2013	1233227	Steven L. Smith, TRUSTEE	\$46.35	\$46.35	

Invoice Cloud Fee Schedule for the Village of Oak Park, IL Using Chase Paymentech as credit card processor	
Description	Fee
Integration, Deployment and Training	
Integration, deployment, and training – BS&A CIS/Utility Billing	No Charge
Account Access	
Monthly Access Fee for Branded Customer Portal and Biller Portal <i>Note: The monthly access fee covers maintenance, support, upgrades and full access to the Invoice Cloud service for the Biller and its customers.</i>	\$50.00 / Monthly
HelpDesk Support	
Access to Invoice Cloud HelpDesk and Client Services team	No Charge
Marketing Support	
Access to Invoice Cloud's Marketing Team to assist the Village achieve the industry's highest payment and paperless adoption rates.	No Charge
Electronic Payment Fees – Absorbed Model	
Credit/Debit Cards: VISA, MasterCard, Discover – fee per transaction paid by the Village. VISA utility rate will be applied for. No American Express.	Interchange, Fees, Dues, and Assessments plus \$.85 <i>If sign by 3/31/2018 - \$.75</i>
E-Check/ACH Non-AutoPay – fee per transaction paid by the Village.	\$0.75 / each
E-Check/ACH AutoPay – fee per transaction paid by the Village.	\$0.50 / each
Other Merchant Services Fees	
Credit Card Chargeback Fee – i.e. if a card is stolen and the person that owns the card disputes the charge; rarely occurs	\$15.00
ACH Reject Fee – i.e. bounced check, usually the Biller has their own fee when there is an ACH Reject which would re-coup this cost	\$15.00
IVR (Payments over the phone) *OPTIONAL*	
IVR Tech integration provided at no charge; in addition to credit card fee and ACH fees quoted above; Surcharge	\$.75 / per transaction
Paperless	

Fee each time an invoice does not get mailed. If the cost to print and mail a utility invoice is \$0.75 (industry average), and a customer elects to go 'paperless', the Village will save \$0.45 each time the invoice is not mailed.	\$0.30 / each
Credit Card Readers *OPTIONAL*	
Not proposed	N/A
Online Bank Direct *OPTIONAL*	
Turns paper checks, which are mailed to the Village from a customer's bank, into an electronic file that gets uploaded to the Invoice Cloud Biller Portal.	\$50.00 per month \$0.25 per matched check
PayNearMe™ *OPTIONAL*	
Fee per transaction paid by Village or customer. Allows your customers to pay invoices in cash at 7-11, CVS & Family Dollar locations.	\$1.99 absorbed by Village or \$2.49 passed to customer

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.

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. 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 consider 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 Biller shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes based solely on

Biller Agreement

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 Biller believes Biller's bill or payment is incorrect, Biller 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 Biller upon thirty days written notice to Biller 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. Intentionally left blank

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 Biller 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 Biller 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. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

9. Biller's Responsibilities. Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's 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. Biller 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 Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances.

10. Fees.

Invoice Cloud will not charge fees related to the initial setup, initial implementation and personalization of its standard Service unless a fee is included in the Biller Order Form. Invoice Cloud will charge the Biller or payer fees as provided in the Biller Order Form. In addition, Invoice Cloud reserves the right to charge for changes to the setup, implementation or personalization performed after the completion of initial setup or implementation and any other requested work or changes including the following services, at its then standard rates:

- new file/biller set up
- template changes
- custom reports and other custom development
- new bill printer support
- invoice file format changes resulting in revision of integration/data translation
- re-implementation of a site/system and/or new billing system
- payment file revisions
- loading pdfs and importing/loading invoices
- conversion of biller customer registrations/passwords (post initial implementation)
- balance forward of invoices
- other out of scope services

11. Intentionally left blank

12. 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.

13-17. Intentionally left blank

18. General. All rights and obligations of the parties in Sections 4, 6, 10, and 12 shall survive termination of this Agreement. This Biller Agreement, together with the Billing Services Agreement and the 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. Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at www.invoicecloud.com/termsandconditions (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.