

Order Form: Q-36605-1
Date: 2/6/2025, 11:13 AM
Expires On: 3/23/2025



Phone: (800) 768-7295
Email: info@xpressbillpay.com

Ship To:
Mike Ruesch
City of Willard
224 W Jackson St
Willard, Missouri 65781
planning@cityofwillard.org

Bill To:
City of Willard
224 W Jackson St
Willard, Missouri 65781

Gateway Services Master Agreement

This Gateway Services Master Agreement (this "**Agreement**") is entered into by and between Xpress Solutions, Inc. DBA Xpress Bill Pay ("**Xpress**") and Customer identified on the Order Form ("**Customer**"), together referred to as the "Parties" and each individually as a "**Party**."

WHEREAS, Xpress offers a program that enables its customers, including Customer, to use the proprietary technology offered by Xpress (the "**Xpress Services**"), along with the banking and payments services of its financial institution partner, Zions Bancorporation, National Association or such other financial institution partner identified by Xpress from time-to-time ("**ODFI**") (the "**Banking Services**"), to accept Automated Clearing House ("**ACH**") payments from Customer's clients (each, a "**Payor**") for goods and services provided by Customer, as well as certain Additional Services (defined below) in connection with the same (the "**Xpress Program**"); and

WHEREAS, Customer desires to, and Xpress agrees to permit, Customer to participate in the Xpress Program subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1.0 Term and Renewal: The Initial Term (the "**Initial Term**") of this Agreement shall be thirty-six (36) months from the date on which this Agreement is executed by the Parties. This Agreement shall automatically renew for an additional thirty-six (36) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees (defined below) and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the Parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Order Form and Exhibit A (collectively the "**Fees**"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than thirty (30) days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit B (the "**Customer Account**") on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any Fee that is due as described in Exhibit A. If there are insufficient funds in Customer Account to cover the Fees, Xpress will contact Customer for resolution which will include resubmission up to three (3) times, subject to the Rules and Regulations (defined below). Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

3.0 Services Provided; Obligations of Customer:

A. Customer shall be subject to "know your customer" and related due diligence requirements established by Xpress and ODFI (the "**Onboarding Requirements**"). Customer must satisfy the Onboarding Requirements at all times during the Term in order to be eligible to use the Xpress Services or the Additional Services and shall provide to Xpress all information requested by Xpress or ODFI for such purpose. Customer represents and warrants that any information that Customer provides to Xpress or that Xpress otherwise obtains pursuant to this Agreement for purposes of complying with the Onboarding Requirements is accurate and complete, and Customer will notify Xpress in connection with any changes to this information.

B. In addition to the Xpress Services, Xpress will provide Customer with the additional services described below (together, the "**Additional Services**"):

1. Xpress has developed a web-based payment gateway interface that can be used by Customer for accepting payments from Customer's clients via ACH, electronic funds transfer ("EFT"), or credit cards (the "**Gateway Services**"). If desired by Customer, Xpress will, through an affiliate and pursuant to separate terms, facilitate the acquisition of the necessary processing services for the acceptance of credit cards.

2. Xpress has engaged Zions Bank to provide electronic funds transfers (EFT), Bank Bill Pay (BBP), and Lockbox services using its established banking relationships (the "**Check Services**"). Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into the Program Account (defined below) and deposit funds as necessary for the clearing of payments received for Customer. Customer acknowledges that in order to use the services described in this section, it must maintain a bank account and third-party processing relationships approved by Xpress.

C. To initiate an ACH transaction through the Xpress Services (a "**Transaction**"), Customer will submit Transaction instructions to Xpress containing all information required by the payment platform provided by Xpress. Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those Transactions under the Rules and Regulations. Xpress will send all transactions through ODFI all in accordance with the terms of this Agreement, the Operating Rules and Guidelines of the National Automated Clearing House Association (NACHA) and the applicable federal statutes and regulations governing ACH transactions (collectively the "**Rules and Regulations**"). As between the Parties, Customer is solely responsible for ensuring Transactions are consistent with the instructions of the Payor and shall bear all liability associated with any errors, including incorrect account information, included in the Transaction instructions.

D. ODFI will remit ACH and check Transaction funds to an ODFI-owned account established by ODFI and Xpress for the benefit of all Program customers (the "**Program Account**"). Customer acknowledges as a part of the Program Account, Xpress and ODFI participate in a sweep program (the "**Sweep Program**") through which ODFI acts as Customer's agent to automatically deposit or "sweep" all Customer funds from the Program Account into sweep program bank partners, up to applicable Sweep Program limits. Funds held in such Sweep Program may generate fees or interest. Customer assigns any of its right, title or interest in such fees or interest to Xpress as consideration for the provision of the Xpress Services pursuant to this Agreement, in addition to the Fees as described herein. Upon Customer's withdrawal request, ODFI will effect withdrawal of the relevant Transaction funds from the Program Account to the Customer Account. For avoidance of doubt, Customer hereby designates ODFI as its agent for purposes of sweeping Customer funds from the Program Account to the Sweep Program, and otherwise participating in the Sweep Program as set forth herein.

4.0 Support Services and Service Levels: Errors:

A. Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for Customer and Payors within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.

B. Customer must contact Xpress immediately at 1-800-768-7295 if Customer believes that: (i) a Transaction has been initiated without Customer or Payor's authorization; (ii) a Transaction has occurred that neither Customer nor Payor authorized; (iii) a Transaction has been processed incorrectly to or from the Program Account; or (iv) a Payor informs Customer that its transaction history contains an error, or Customer finds that the Program Account history contains an error (each, an "**Error**"). For clarity, if Customer gave a third party access to the relevant Program Account, and that person conducts transactions that neither Customer nor the Payor anticipated, these transactions do not constitute Errors. Customer must notify Xpress within the period required by the Rules and Regulations after any such Error first appeared in Customer or a Payor's transaction history, with such notification including all information as requested by Xpress, in order for Customer to be eligible for a remedy. Xpress will determine whether an Error has occurred as soon as reasonably practicable after Customer notifies Xpress. Xpress will inform Customer of the results of its investigation as soon as reasonably practicable after completing its investigation. Liability for Errors shall be as set forth in Section 10.

5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit A. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

6.0 Customer Account Authorization: Customer hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to the Customer Account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Transactions that have been received in a proper format and on a timely basis. Any Transaction returned to Xpress will be represented in accordance with the Rules and Regulations.

8.0 Returned Entries: Xpress will apply returned Transactions to the Program Account when they are received. All returns will be processed and available through Xpress software, or by other means, as agreed to by Xpress and the Customer. With respect to each Notification of Change ("**NOC**") Entry or Corrected Notification of Change ("**Corrected NOC**") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Transaction to the Receiver's account, whichever is later.

9.0 Reports: Xpress will provide a detailed report of all funds transfers collected for the Customer's account. All reporting will be via the Internet.

10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance of the Xpress Services and the Additional Services in accordance with the terms of this Agreement, and applicable Rules and Regulations. Xpress does not accept responsibility for Errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which ACH or check Transactions may be originated or Xpress receives or transmits information in connection with the Xpress Services or the Additional Services. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

11.0 Representations and Warranties Regarding Payors: Customer warrants that it will provide Xpress with relevant billing information for Payors. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all ACH and check Transactions processed for Customer by Xpress that: (a) each Payor has authorized the debiting and/or crediting of his, her, or its account, (b) each ACH and check Transaction is for an amount agreed to by the Payor, (c) each ACH and check Transaction is in accordance with the Rules and Regulations and properly authorized in all other respects, (d) Payors are U.S. persons and are not the target of economic or financial sanctions imposed by any government authority. Customer agrees to comply with Xpress' requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating ACH and check Transactions immediately upon receiving actual or constructive notice of the termination or revocation by the Payor of authority. Customer must provide Xpress immediate notice if Client detects illegal, fraudulent, deceptive or suspicious activity associated with a Payor.

12.0 Regulatory Compliance:

A. Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH and check transactions of any kind. Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all ACH Transactions, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all ACH Transactions that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned ACH Transactions, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.

B. Customer acknowledges that XBP is a technology provider and not a bank or financial institution, and – as such – the holding and movement of Customer funds as necessary for the Xpress Services or Additional Services are undertaken solely by Zions Bank. XBP is not an FDIC-insured institution. FDIC insurance protects only against the failure of insured depository institutions and not the failure of nonbanks like XBP and its affiliates.

13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress Services, the Check Services, and of ACH and check Transactions for at least two (2) years after the date of the relevant Transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the Xpress Services. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.

14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer will not use the Xpress Services or the Check Services, nor permit such services to be used by Payors (i) to facilitate ACH or check Transactions that are inconsistent with the limitations on the amount, velocity, or other limitations as may be established by Xpress or ODFI from time to time; (ii) to facilitate ACH or check Transactions that are inconsistent with Xpress' Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in [Exhibit C](#); or (iii) in any manner that gives rise to fraud or violates, or that causes Xpress or ODFI to violate, the Rules and Regulations. Xpress will comply with all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations. For avoidance of doubt, all Banking Services, including the holding and transfer of funds in connection with the Program, are performed solely by ODFI; the functions performed by Xpress in support of the Program are limited to providing technology and related to enable Customer to access the Program, including the Banking Services.

15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days' written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

16.0 Governing Law; Attorneys' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Xpress has been advised of the possibility of such damages.

19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other; provided, that no such consent shall be required in connection with an assignment by Xpress to an affiliate. The parties hereby agree that the ODFI is a third-party beneficiary of this Agreement, and shall have the right to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.

21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

Accepted by:
Xpress Solutions, Inc.

Accepted by:
City of Willard

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): Troy Smith _____

Title: _____

Title: Mayor _____

Date: _____

Date: 03-10-2025 _____

EXHIBIT A
Fees

Initial Configuration Fees		
PRODUCT	DESCRIPTION	RATE
Payment System - Setup & Configuration	Payment System - Setup & Configuration - API Integration with Civic Review includes, Online Payment, and Report modules. Also includes online training.	USD 500.00

Transaction Fees		
PRODUCT	ASSESSED TO	RATE PER TRANSACTION
*Credit/Debit Card Transactions	Assessed to End Users	3.50% of transaction amount
EFT Transactions	Assessed to End Users	USD 2.00
EFT Returned Item Basic - Invalid account number or unable to locate account	Assessed to Customer	USD 7.00
EFT Return NSF or Account Closed	Assessed to Customer	USD 14.00
EFT Return Stop Payment or Charge Back	Assessed to Customer	USD 30.00
XBP Deposit Account Withdrawals (6 Free Per Month then \$6.25)	Assessed to Customer	USD 6.25

Maintenance & Support	
PRODUCT	ASSESSED TO
Monthly Support & Hosting - USD 35.00	Assessed to Customer

Special Order/Invoicing Terms (if any):

EXHIBIT B
Customer Account Information

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: _____

Account Type: _____

Routing Number: _____

Account Number: _____

Bank Name: _____

Federal ID #: _____

EXHIBIT C ACCEPTABLE USE POLICY

Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at <https://secure.xpressbillpay.com/mktg/AcceptableUsePolicy.pdf>.

Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

Policy

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws.
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more news groups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.
- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan Horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;

- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to ensure compliance with this Policy generally, and also of this provision specifically.

1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.
108 South 700 East
American Fork, UT 84003
800-768-7295
security@xpressbillpay.com

1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which may be requested by sending an email to info@xpressbillpay.com.

1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

Confidential. Protected under trade secret.