

**AGREEMENT FOR THE PROVISION OF ONLINE TAX AND FEE
COLLECTION SERVICES THROUGH UNIPAYDIRECT™**

UniPayDirect, Inc., a Massachusetts corporation with an office at 49 Church Street, Whitinsville, MA 01588, (“UniPayDirect”) and the [Town][Village][City][County] of [insert name], a municipal corporation formed under the laws of the State of New York, with an office at [insert address], New York, [zip code] (“the Customer”) hereby enter into the following agreement (“the Agreement”) effective as of [_____] for providing collection services of taxes, fees and other amounts payable to the Customer through a municipal internet website hereinafter referred to as *UniPayDirect™*.

(1) Authority; Application of the Laws of New York:

(a) The Customer represents and warrants that it has obtained all appropriate and necessary authorizations, including any authorization required of any and all municipal governing authorities to enter into this Agreement with UniPayDirect for the collection of certain taxes, fees and other amounts owed to the Customer through *UniPayDirect™* all as allowed under Section 5-b of the General Municipal Laws of the State of New York (the “GMU”) and that the execution and performance of this Agreement by the Customer is consistent with all applicable general and special laws of the State of New York governing the Customer. (b) Each party represents and warrants to the other that it and each person signing on behalf of such party has full legal capacity to enter into this Agreement on behalf of the party such person represents without obtaining further approval from anyone, and that entering into this Agreement does not violate any other obligation to which such party is subject.

(c) The parties acknowledge that services provided by UniPayDirect pursuant to this Agreement shall be subject in particular to the provisions of the GMU and the State Technology Law of the State of New York, and particularly the Electronic Signatures and Records Act (the “ESRA”) which is Article III thereof.

(2) Description of *UniPayDirect™* services to be provided:

The Customer acknowledges that the *UniPayDirect™* service is an alternate payment system for the Customer’s collection of taxes, fees and other amounts, which UniPayDirect agrees to make available to Customer pursuant to the terms and conditions hereof. Payment requests received through this online system shall be processed based on the options established by the Customer, and using the payment methods made available by UniPayDirect. These methods may include credit and debit card payments or electronic ACH transactions from Customer’s payors’ bank accounts into Customer’s bank account at a bank designated by the Customer and licensed to do business in the State of New York in compliance with the GMU (the “Depository Bank”). Payments made by credit or debit card are subject to the operating rules and regulations of the card issuer. UniPayDirect shall not be liable to Customer for any changes to the services required by the card issuers or other intermediary processors, or for any inability to provide credit or debit card processing services as a result of the withdrawal of authorization from the issuing companies or any restriction imposed by the Depository Bank. In the event of any such

changes or withdrawal of authorization affecting UniPayDirect's ability to provide services under this Agreement, or other material restriction on the provision of UniPayDirect's services hereunder, UniPayDirect shall provide the Customer with written notice within five (5) business days of the receipt of such notice notifying Customer of either (a) such change to the services required by the card issuers or intermediary processors, or (b) termination of the Agreement by UniPayDirect, which termination shall be effective upon receipt of such notice by Customer and the provisions of Section 4(b) shall apply.

(b) To assist UniPayDirect in the performance of its duties hereunder, the Customer agrees to provide UniPayDirect, in a prompt and timely manner, with complete and accurate data and information for use in connection with the *UniPayDirect*TM service regarding (i) Customer's payors, (ii) Depository Bank accounts, and (iii) all other data and information reasonably requested by UniPayDirect in connection with its duties hereunder, and to promptly correct any errors in such data and information furnished by the Customer upon discovery thereof. The Customer further agrees to enter into and maintain any agreements and/or authorizations with credit and debit card issuers or intermediary processors necessary for the supply of the *UniPayDirect*TM services hereunder. The Customer further agrees to provide all information reasonably requested by UniPayDirect, and to assist UniPayDirect as may be necessary to permit UniPayDirect's crediting and debiting of any amounts to or from Customer's accounts at the Depository Bank in the performance of UniPayDirect's duties hereunder.

(c) Fees for use of this service to be charged by UniPayDirect to the Customer's payors (the "Fees") shall be established and collected by UniPayDirect and are subject to change from time to time as UniPayDirect may require but will not exceed \$1.95 for ACH transactions during the Term of this Agreement. Current fees are reflected in the Fee Schedule set forth in Exhibit A attached hereto. In the event of a change in any applicable Fee, UniPayDirect shall provide the Customer with written notice of the change in any Fees at least sixty (60) days prior to the effective date of the change.

(d) Funds received via ACH transaction shall be credited to the Customer's selected account at the Depository Bank within two (2) business days. Funds received via credit or debit card transaction shall usually be credited to the Customer's account at the Depository Bank within three (3) business days. UniPayDirect shall supply appropriate reporting and reconciliation information to Customer on a daily basis and shall endeavor to process and credit such payments on the Customer's payors' behalf in the same manner as if such Customer's payor's payment had been received that day directly at the Customer's offices. However, payments to the Customer shall be deemed to be complete only upon final crediting to Customer's Depository Bank account by the card issuer or other intermediary processor. UniPayDirect shall also comply with the requirements of Section 5-b(2) of the GMU and those of the ESRA in providing the *UniPayDirect*TM service with regard to transaction reporting and authentication procedures. Prior to such final crediting, any amounts processed by UniPayDirect and credited to Customer's Depository Bank account may be reversed and identifying information shall be supplied to the Customer within two (2) business days of UniPayDirect's receipt of notice of the dishonored payment.

(3) Term of Agreement:

This Agreement shall be valid for a three-year term beginning on the effective date hereof (the “Initial Term”), and shall be renewed automatically for successive one-year periods (each, a “Renewal Term”, and all Renewal Terms together with the Initial Term, the “Term”) except in the event either party notifies the other in writing of the termination hereof at least sixty (60) days prior to the conclusion the Initial Term or any Renewal Term.

(4) Termination:

(a) In addition to the rights as stated in Paragraph (2), *supra*, each party shall have the right to terminate this Agreement with or without Cause (defined below) by notifying the other in writing of such termination (the “Termination Notice”). The parties’ obligations hereunder shall terminate at the close of business on the sixtieth (60th) day following the day on which the Termination Notice is received by the other party. For the purposes hereof, “Cause” shall be defined as (i) the gross negligence or willful misconduct of either party, (ii) material breach of this Agreement without cure within thirty (30) days following written notice thereof, or (iii) the other party applies for or consents to the appointment of a receiver, trustee or liquidator for substantially all of its assets, or such a receiver, trustee or liquidator has filed against it an involuntary petition for bankruptcy that has not been dismissed within sixty (60) days thereof, or the other party files a voluntary petition for bankruptcy, becomes insolvent, admits it is unable to pay its debts as they mature, or makes an assignment for the benefit of creditors.

(b) In the event of termination without Cause by Customer prior to the first anniversary of the execution hereof or pursuant to Section 3 hereof, no termination fee shall be required of the Customer. In the event the Customer terminates this agreement without Cause at any time during the Term following the first anniversary of the execution hereof, or if UniPayDirect terminates this Agreement for Cause at any time during the Term hereof, Customer shall pay to UniPayDirect a termination fee equal to the average Fees billed by UniPayDirect to Customer’s payors during the twelve (12) full calendar months immediately preceding the date of the termination notice multiplied by twelve (12).

(c) Upon such termination, the Customer agrees to remove any hyperlink, URL address, municipal internet website, or other connection to the *UniPayDirect*TM services page or function from the Customer’s municipal internet website in cooperation with UniPayDirect. Any payments received by UniPayDirect after the stated termination date shall be credited to the Customer’s account at the Depository Bank, notwithstanding the termination of this Agreement, and UniPayDirect shall provide to the Customer such reporting and reconciliation information set forth herein. The Customer shall promptly pay UniPayDirect all fees associated with such collections following termination in accordance with the fee schedule in effect at the time of such termination.

(d) The party receiving such Termination Notice may request a meeting, within seven (7) days after receipt of the Termination Notice, to attempt to resolve any matter which may have led to the termination. Any adjustment, modification or renegotiation of

the agreement terms shall require the mutual approval of UniPayDirect and the Customer. In the event such negotiation is unsuccessful in changing the notifying party's intent to terminate, the Agreement shall terminate at the close of business on the sixtieth (60th) day following the day on which the original Termination Notice is received by the other party.

(e) Notwithstanding anything to the contrary in this Agreement, at UniPayDirect's sole option, UniPayDirect may suspend the services provided hereunder and/or immediately terminate this Agreement without prior notice to Customer if: (x) UniPayDirect suspects that Customer is using *UniPayDirect*TM in a manner or for purposes not intended by UniPayDirect or that UniPayDirect suspects may violate any law or regulation, or (y) UniPayDirect in its sole discretion believes it is required to do so by law. In addition, UniPayDirect and Customer agree to take all steps necessary to immediately suspend or terminate an individual payor's use of UniPayDirectTM, without prior notice to the payor, if UniPayDirect suspects that such payor is using UniPayDirectTM in a manner or for purposes not intended by UniPayDirect or the Customer or that UniPayDirect suspects may violate any law or regulation.

(5) Signatures:

By signing this Agreement, the undersigned acknowledge that they have read and accepted the terms and conditions of this Agreement, and agree to be bound by its terms. Any signature delivered by a party by facsimile transmission, or in "PDF" format delivered or circulated by electronic means, shall be deemed to be an original signature hereto.

(6) Proprietary Rights:

(a) During the term hereof, UniPayDirect shall grant to Customer and its clients a nontransferable, non-assignable and non-exclusive license to use the software, subject to the restrictions and limitations set forth herein, including any subsequent modifications, enhancements, upgrades and derivative works of and to the systems and all physical embodiments of same ("Licensed Programs") and related material, whether in machine readable form or not, including any user's manuals and materials provided by UniPayDirect in association with the Licensed Programs ("Licensed Materials").

(b) All right, title and interest in and to any and all copyright, trade secret, patent, trademark and other proprietary rights in and to the Licensed Programs and Licensed Material, excluding any third party products embodied or utilized in the Licensed Programs, shall at all times belong to, vest and remain vested in UniPayDirect. Customer agrees that it shall be a material breach of this Agreement for Customer to contest or dispute such ownership in any way.

(c) UniPayDirect will defend, indemnify and hold harmless Customer against any claim that a Licensed Program infringes a patent or copyright enforceable in the United States and owned by an unaffiliated third party. In the event UniPayDirect or a judge, jury or arbiter determines that a Licensed Program infringes on a third party's intellectual property rights, UniPayDirect shall at its option and expense (a) procure for Customer the right to use the Licensed Program as provided herein, or (b) replace or

modify the Licensed Program so it becomes non-infringing, or if options (a) and (b) are unavailable despite UniPayDirect's commercially reasonable efforts, (c) terminate immediately the license granted hereunder and accept the return of all copies of the Licensed Program in Customer's possession, which Customer shall return promptly after UniPayDirect's request for the return of the Licensed Program. If while such claim is being adjudicated in court or through alternative dispute resolution, the Customer is forbidden or enjoined from using the Licensed Program for at least ninety days, the Customer shall have the right to terminate the Agreement without any further obligation or liability to UniPayDirect except the return of the Licensed Program. Except where it is determined by a judge, jury or arbiter determines that UniPayDirect knew or should have known of the infringement of third party rights by the Licensed Program or other materials or services furnished by UniPayDirect or the use thereof by Customer, , the remedies under this Section are Customer's sole and exclusive remedy in the event of such infringement. The foregoing obligations are subject to Customer giving UniPayDirect prompt written notice of any claim for which defense is sought, giving UniPayDirect sole control of the defense of such claims and fully cooperating in the defense or settlement of any claim. During the adjudication of any such claim, UniPayDirect shall keep Customer timely apprised of the proceedings and status of the claim.

(7) Confidentiality:

Each party agrees at all times to maintain the complete confidentiality of the competitively sensitive or secret business, marketing or technical information, technology, business processes or procedures and customer information ("Confidential Information") of the other party. Neither party shall permit or authorize access to, or disclosure of, the Confidential Information of the other party to any person or entity other than its employees or advisors who have a "need to know" such information in order to enable such party to exercise its rights or perform its obligations under this Agreement. Neither party shall disclose or supply the Confidential Information of the other party to any non-employee third party without the prior written approval of the other party, which approval shall not be unreasonably withheld, provided the requesting party can demonstrate a need for such disclosure in order to comply with its obligations hereunder. Notwithstanding the foregoing, each party may provide Confidential Information of the other party to its affiliates, processing intermediaries, contractors, and third party service or product suppliers to the extent necessary to provide or take advantage of the services to be provided to the other party hereunder, provided that such third party is subject to agreement including a substantially similar confidentiality provision to the terms hereof. Either party may disclose portions of the Confidential Information of the other party to the extent such disclosure is required by any rule, law, regulation, court, court order, or government or quasi-government agency, provided the party required to make such disclosure notifies the other party of the applicable legal requirements before such disclosure occurs and assists the other party to obtain such protection as may be available to preserve the confidentiality of such information and/or to obtain a protective order narrowing the scope of such disclosure.

(8) Limitation of Warranties:

UNIPAYDIRECT MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE PROCESSING SERVICES PROVIDED HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY THIRD-PARTY RIGHTS. IN ADDITION TO THE FOREGOING, UNIPAYDIRECT MAKES NO WARRANTY OR REPRESENTATION THAT THE PROCESSING SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE.

(9) Limitation of Liability:

IN ADDITION TO THE DISCLAIMER OF CONSEQUENTIAL AND OTHER DAMAGES AS SET FORTH BELOW, TO THE MAXIMUM EXTENT ENFORCEABLE IN ACCORDANCE WITH APPLICABLE LAW, UNDER NO CIRCUMSTANCES, EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY UNIPAYDIRECT, WILL UNIPAYDIRECT BE LIABLE TO ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO CUSTOMER AND CUSTOMER'S PAYORS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, STOCKHOLDERS AND AFFILIATES, FOR ANY CLAIM, DEMAND, LOSS, LIABILITY, IMPAIRMENT, DAMAGE, COST, PENALTY, FEE OR EXPENSE ARISING OUT OF OR RELATED TO THE PROCESSING OF ANY PAYMENTS THROUGH *UniPayDirect*[™], OR ACCESS TO, LACK OF ACCESS TO, OR USE OF *UniPayDirect*[™]. THE PARTIES ACKNOWLEDGE THAT BUT FOR THE FOREGOING DISCLAIMER, THE FEES CHARGED FOR *UniPayDirect*[™] WOULD BE HIGHER AND UNIPAYDIRECT WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

TO THE MAXIMUM EXTENT ENFORCEABLE IN ACCORDANCE WITH APPLICABLE LAW, UNIPAYDIRECT SHALL NOT BE LIABLE TO THE CUSTOMER, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, REPRESENTATIVES, OR ITS PAYORS FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING LOST REVENUES OR PROFITS OR LOSS OF BUSINESS, IN ANY WAY RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY SUCH LOSSES RESULTING FROM A BREACH OF ANY TERM OF THIS AGREEMENT, EVEN IF UNIPAYDIRECT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT ENFORCEABLE IN ACCORDANCE WITH APPLICABLE LAW, UNIPAYDIRECT WILL NOT BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING IN WHOLE OR IN PART FROM ANY ACT OR FAILURE TO ACT OF CUSTOMER'S OR ANY PAYOR'S EQUIPMENT OR SOFTWARE, OR THAT OF A BROWSER PROVIDER, AN INTERNET ACCESS PROVIDER, AN ONLINE SERVICE PROVIDER OR AN AGENT OR SUBCONTRACTOR OF ANY OF THEM. THE PARTIES ACKNOWLEDGE THAT BUT FOR THE FOREGOING

DISCLAIMER, THE FEES CHARGED FOR *UniPayDirect*[™] WOULD BE HIGHER AND UNIPAYDIRECT WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

To the maximum extent enforceable in accordance with applicable law, UniPayDirect's maximum liability to Customer concerning *UniPayDirect*[™] or in any manner arising under or related to this Agreement, for any and all claims, shall not in the aggregate exceed the amount paid to UniPayDirect by payors, as provided hereunder, during the three (3) months prior to the date that the claim arose, regardless of how such losses, damages or expenses arise and irrespective of whether or not it has been advised of the possibility of such losses, damages or expenses. This limitation shall not alter or affect the validity of the disclaimers of liability set forth in this Section above and shall apply notwithstanding any failure of an essential purpose of any limited remedy provided herein. The parties acknowledge that but for the foregoing disclaimer, the fees charged for *UniPayDirect*[™] would be higher and UniPayDirect would not have entered into this Agreement.

(10) Indemnity:

(a) UniPayDirect shall defend, indemnify and hold harmless the Customer, its officers, agents, employees, and volunteers, for any costs, losses, liability, claims, and expenses (including reasonable legal fees) incurred in connection with, or arising from, any claim, legal action, or proceeding arising out of the terms of or the service to be performed under this Agreement against the Customer by any third party in relation to: (i) the infringement of any third party intellectual property rights as set forth in Section 6 of this Agreement; (ii) the negligence or willful misconduct of UniPayDirect; (iii) a breach of any of the representations or warranties made by UniPayDirect; or (iv) a breach of this Agreement by UniPayDirect. UniPayDirect shall have no authority to settle any claim on behalf of the Customer that requires the Customer to pay monetary damages.

(b) Customer shall indemnify and defend UniPayDirect from any Claim brought against UniPayDirect that arises out of or is related to any breach by Customer of its obligations under this Agreement and Customer shall pay all costs, expenses, liabilities, fees, damages or settlements in connection therewith, including without limitation court costs and reasonable attorney's fees. As a condition to such defense and indemnification, UniPayDirect will provide Customer with prompt written notice of the claim and permit Customer to control the defense, settlement, adjustment or compromise of any such claim. UniPayDirect may employ counsel at its own expense to assist it with respect to any such claim; provided, however, that if such counsel is necessary because Customer does not assume control, Customer will bear the reasonable expense of such counsel. Customer shall have no authority to settle any claim on behalf of UniPayDirect that requires UniPayDirect to pay monetary damages.

~~(c)~~ Losses subject to indemnification by Customer hereunder include, but are not limited to, any losses incurred by UniPayDirect as a result of any withdrawal of authorization by any card issuers or the Depository Bank, or the inability to provide credit or debit card processing services as a result of a decision by the card issuer or other

intermediary processor, outside of the control of UniPayDirect and resulting in losses, damages or charges to UniPayDirect.

(11) Force Majeure:

Neither party shall be in default for failing to perform under this Agreement if such failure arises out of any act, event, or circumstance beyond the reasonable control of the parties hereto, whether or not predicted or foreseeable including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet or any telecommunications services, outside of its control, provided that the party so affected: (a) gives the other prompt notice of such cause, and (b) uses its reasonable commercial efforts to correct promptly such failure or delay in performance. The party whose performance is affected by such event of Force Majeure will resume performance as soon as reasonably possible.

(12) Exclusivity:

Customer agrees that it will utilize *UniPayDirect*TM as its payment processing system for internet-based tax, fee, and other amounts payable collection exclusively during the term of this Agreement. Customer shall not contract with, or enter into any agreement with, any payment processor in order to obtain services similar to those offered by UniPayDirect during the term of this Agreement. Notwithstanding the foregoing, the parties agree that this exclusivity provision shall not apply to similar transactions processed by third party processors pursuant to a written contractual relationship with Customer that existed prior to the effective date of this Agreement, or to any subsequent provider of similar services to the services set forth herein that is approved in writing by UniPayDirect. The Customer further acknowledges that the Customer shall be responsible for maintaining additional payment methods for taxes, fees and other amounts payable collection other than the *UniPayDirect*TM payment processing system in compliance with Section 5-b of the GMU, and that *UniPayDirect*TM is being provided pursuant to the terms hereof.

(13) Miscellaneous:

(a) Governing Law; Venue

This Agreement shall be construed and enforced in accordance with the laws of the State of New York and each party consents to the jurisdiction of its courts in all actions, proceedings and litigation arising from or related directly or indirectly to this Agreement. Venue shall be in Westchester County, New York.

(b) Relationship of the Parties

The parties are independent contracting parties and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties. Each party shall bear its own costs and expenses in connection with the performance of its obligations under this Agreement. Neither of the parties will have

the power to bind the other or incur obligations on the other's behalf, including the authority to enter into or modify contracts, letters of intent, term sheets or any other agreements, whether oral or written, on behalf of the other party without the other party's prior written consent.

(c) Notice

All notices, requests, and other communications required or permitted to be given or delivered hereunder to either party must be in writing, and shall be personally delivered, sent by certified or registered mail, postage prepaid and addressed, or by a recognized national overnight courier to such party at the address listed herein, or at such other address as has been furnished by notice given in compliance with this section. All notices, requests, and other communications shall be deemed to have been given upon delivery as evidenced by return receipt, or courier records.

If to UniPayDirect:

UniPayDirect
49 Church Street
Whitinsville, MA 01588
Attention: _____

If to Customer:
Village Manager
Village of Croton-on-Hudson
One Van Wyck Street
Croton-on-Hudson, New York 10520

Such written requirement shall not apply to communication in the ordinary course of business in the performance of this Agreement.

(d) Assignment

The parties hereto may not assign their rights and obligations under this Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld. UniPayDirect shall, however, have the right to assign its rights and obligations hereunder to any parent company, subsidiary or affiliated companies or to UniPayDirect's successor or the transferee(s) of all or substantially all of UniPayDirect's stock or assets by reason of a merger, consolidation or sale or exchange of assets or other corporate reorganization upon written notice to the Customer.

(e) Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.

(f) Waiver

The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default, and will not act to amend or negate the rights of the waiving party.

(g) Entire Agreement; No Third Party Beneficiary

This Agreement sets forth the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, relating to the subject matter herein. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party and may be modified or waived only by a separate letter executed by the party expressly so modifying or waiving such Agreement. The terms, conditions, provisions and other undertakings contained in this Agreement shall be binding upon, and shall inure to the benefit of, the respective successors of each party hereto. No person or entity other than UniPayDirect or the Customer or their respective successors shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

(h) Counterparts

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall be, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered as of the date first above written.

UniPayDirect, Inc.

By:

Title:

[Customer]

By:

Title:

Exhibit A

Fee Schedule

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