



PAYGAMI SERVICES AGREEMENT

This Paygami Services Agreement is entered into this ____ day of _____, 2021 (the “Effective Date”), by and between Accounting Integrators, LLC (dba Paygami) (“Paygami”), and _____ (the “Management Company”). This Paygami Services Agreement, together with any exhibits or schedules attached or referenced herein, are referred to collectively as the “Agreement”.

WHEREAS, Paygami is in the business of providing integrated software products to partner banks and management companies of Community Associations to process deposited funds of these management companies. The term “Community Association” as defined herein shall mean a group of owners who wish to provide a communal basis for preserving, maintaining, and enhancing their homes and property, with such group having the following characteristics: (i) membership in the Community Association is mandatory and automatic for all members; (ii) certain documents bind all owners to be governed by the Community Association; and (iii) mandatory lien-based economic charges or assessments are levied on each owner in order to operate and maintain the Community Association.

WHEREAS, pursuant to that certain Partner Bank Agreement (the “Partner Bank Agreement”) between Paygami and the Partner Bank (as defined in Section 3 herein), Paygami and Partner Bank have agreed to mutually work together to provide an integrated software product to the Management Company (and certain other management companies) and provide the services listed on Exhibit A attached hereto;

WHEREAS, the Management Company shall maintain substantially all of the Management Company’s depository accounts with the Partner Bank; and

WHEREAS, the Management desires to obtain software and services from Paygami, the Partner Bank and, at its option, pursuant to a CINC Systems Software License & Service Terms (the “License Agreement”) between the Management Company and CINC Systems, LLC (“CINC Systems”) that Management Company would accept and agree to in connection with its first use of the CINC Systems’ software, Management Company may have CINC Systems supply accounting, billing, and property management software as well as other services to the Management Company (the “CINC Software and Services”), which would enable the total integration of the Management Company’s deposited funds and cash management through an accounting system;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Services.

(a) License.

(i) Grant. Paygami hereby grants the Management Company a non-transferable, non-exclusive license to use Paygami’s proprietary software and operating software (the “Licensed Software”) for the purpose of processing the Management Company’s depository accounts at the Partner Bank. Paygami shall provide maintenance and technical support services (the “Support Services”), including internet based and telephone based support, in accordance with Paygami’s current

policies, which may change from time to time. Paygami may, in its sole discretion, design or develop upgrades to the Licensed Software and may deliver to the Management Company successive upgrades of the Licensed Software at no charge. Paygami reserves the right to modify the database design and structure of the Licensed Software with any subsequent software release, without prior notification to the Management Company.

(ii) Restrictions. The Management Company shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the System (as defined herein) in any way; (ii) modify or make derivative works based upon the System; (iii) create Internet “links” to the System or “frame” or “mirror” any content of the System on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the System in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the System, or (c) copy any ideas, features, functions or graphics of the System.

(b) Hosting. Paygami shall provide certain services for storage of the Management Company’s data on the Paygami System (as defined herein), and the ability to provide authorized users of the Management Company internet access to such Management Company’s data as set forth herein (“Hosting”). “Hosting” includes but is not limited to hosting websites of the Management Company as well as hosting the entire cash management system, which will contain the Management Company’s data.

(i) Login. The Management Company, and authorized employees and/or agents of the Management Company, shall have the right to request a login to Paygami’s centrally-hosted computer system (the “Paygami System”), subject to the terms and conditions of this Agreement, for the purposes of storing, retrieving or otherwise making use of data of the Management Company. The term “login” shall mean that certain login identification provided by Paygami to the Management Company for accessing the Management Company’s data on the Paygami System.

(ii) System. The Licensed Software and the Paygami System are collectively referred to herein as the “System”. Both parties acknowledge that the non-public data of the Management Company placed on the System is proprietary to the Management Company. However, the Management Company has no right, title or interest in the System holding such data. Paygami shall have the right to modify System, including, but not limited to, communications equipment, hardware, software, operating system, user interface specifications, transmission specifications, and other specifications in connection therewith without notice to the Management Company. Both parties acknowledge that the Partner Bank or Paygami shall provide the Management Company with certain check image processing equipment in accordance with the terms of the Partner Bank Agreement. The replacement of any damaged parts of such check image processing equipment will be in accordance with the applicable replacement policy. The Partner Bank/Paygami has the right to revise the terms of and/or reduce the amount of coverage under the replacement policy without notice to the Management Company.

(iii) Internet. The Management Company hereby acknowledges and agrees that Paygami shall have no obligation to provide the Management Company with access to the internet. The Management Company is solely responsible for acquiring, purchasing, installing, configuring and maintaining the internet system requirements. As a condition precedent to this Agreement, the Management Company will have installed the specifications as required by Paygami and as set forth on Exhibit B attached hereto prior to installation of the System.

(iv) Unauthorized Use. The Management Company shall prevent unauthorized users from accessing the System and shall immediately notify Paygami in writing of any and all cases of suspected or actual unauthorized access to the System of which the Management Company has knowledge or suspicion. Further, the Management Company shall not demonstrate or provide any access to the System to unauthorized third parties without prior written consent by Paygami. The Management Company will refrain from using the System to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the System or the data contained therein; or (v) attempt to gain unauthorized access to the System.

(v) Maintenance. During the term of this Agreement, Paygami shall use commercially reasonable efforts to correct defects to the System as promptly as practicable after such defect is reported to Paygami in writing, through the case management software provided to the Management Company.

(vi) Content. The Management Company shall be solely responsible for ensuring and preserving the truthfulness, accuracy, integrity, secrecy and lawfulness of all content posted on the System. Paygami shall have no responsibility for the content of the Management Company data. The Management Company shall be solely responsible for monitoring and managing its data, and ensuring that such information does not infringe or misappropriate any trade secret, or violate or contravene any applicable laws or regulations. The Management Company shall indemnify and hold Paygami harmless for any third party claims, allegations or legal actions brought against Paygami as a result of the Management Company's data as used on Paygami's product or service offerings and will hold Paygami harmless for any attorney's fees, court costs, damages or other liabilities as a result thereof.

(vii) Management Company's Right to Data. The non-public data that the Management Company has placed on the System is proprietary to the Management Company. The Management Company is ultimately responsible for the accuracy of its data within the System, and at all times has a right to its data in the System. The Management Company has the right to, and may access, its data at any time. Should this Agreement terminate at any time, the Management Company shall be allowed to download its data from the System. The items which are too voluminous to download will be provided by Paygami on a computer disk within a commercially reasonable time to the Management Company.

(viii) Security. Paygami shall use commercially reasonable efforts to maintain the security and integrity of the Management Company's data that is posted on the System. The Management Company shall have the right to define and assign different levels of security access to the System for various authorized users of the Management Company, subject to the approval of Paygami.

(ix) Records. The Management Company will provide written permission to the Partner Bank allowing the Partner Bank to provide the account balance of the Management Company to Paygami in connection with the use of the System. A withdrawal of such permission by the Management Company shall constitute a breach of this Agreement resulting in termination of the use of the System or any services provided by Paygami under this Agreement or the Partner Bank Agreement with respect to such breaching Management Company.

2. Payment; Taxes; Indemnification.

(a) Fees. Fees payable by the Management Company to Paygami for usage of the System and the Support Services provided by Paygami hereunder and, if the Management Company selects CINC Systems to provide the CINC Software and Services, fees payable by the Management Company to CINC Systems for the CINC Software and Services are set forth on Exhibit C. Thereafter, this fee schedule is subject to change upon ninety (90) days written notice to Management Company.

(b) Taxes. Except as set forth herein, in addition to the other amounts payable under this Agreement, the Management Company shall collect, report and pay to the relevant taxing authority, and shall defend, indemnify and hold Paygami harmless for any liability relating to any and all applicable excise tax, property tax, value-added tax (VAT), sales and use tax, foreign sales tax, interior tax, turnover tax, import tax, insurance tax, and all other taxes, charges and duties, whether currently in effect or hereinafter levied, or any similar taxes, and withholding requirement in addition to or in lieu thereof, and any customs, import, export or other duties, levies, tariffs, taxes, accessory charges in respective customs clearance, or other similar charges that are imposed by any jurisdiction for the transactions contemplated herein, including without limitation the licensing of the System by Paygami to the Management Company. The terms of this Section do not apply to the United States federal, state and local taxes based on Paygami's net income.

(c) Indemnification. The Management Company shall indemnify, defend and hold Paygami, together with Paygami's agents, officers, directors and employees, harmless from and against all claims, costs, liabilities, damages and expenses, including, without limitation, reasonable attorneys' fees, resulting from (i) a breach by the Management Company of this Agreement; (ii) any claim or liability related to obligations between the Partner Bank and the Management Company; or (iii) any claim or liability related to obligations between CINC Systems and the Management Company. The Management Company shall promptly notify Paygami of any claim giving rise to indemnification hereunder. Paygami shall indemnify, defend and hold the Management Company, together with Management Company's agents, officers, directors and employees, harmless from and against all claims, costs, liabilities, damages and expenses, including, without limitation, reasonable attorneys' fees, resulting from a breach by Paygami of this Agreement. Paygami shall promptly notify the Management Company of any claim giving rise to indemnification hereunder.

3. Partner Bank. The Management Company shall maintain substantially all of the Management Company's depository amounts at a banking institution selected by the Management Company and Paygami from a list of eligible partner banks provided by Paygami (each such banking institution shall be referred to herein as a "Partner Bank"), beginning no later than ninety (90) days following the date of this Agreement. If, during the term of this Agreement, the Management Company no longer maintains all such accounts at the Partner Bank, the Management Company shall immediately notify Paygami in writing. The Management Company may, at any time during the term of this Agreement, move its depository amounts from one Partner Bank to another Partner Bank (subject to any agreement between the Management Company and a Partner Bank) without violating any terms of this Agreement.

4. Warranty. **PAYGAMI'S LIABILITY FOR ERRORS OR DISCREPANCIES IN PROCESSING THE MANAGEMENT COMPANY'S DATA AND REPORTS SHALL BE LIMITED TO CORRECTION THEREOF.** The Management Company shall be responsible for inspecting the data, information, reports, records and other materials furnished by Paygami to the Management Company and shall notify Paygami of any errors or discrepancies in such data or other information within forty-five (45) days after receipt of such information by the Management Company.

PAYGAMI MAKES NO WARRANTY THAT THE MANAGEMENT COMPANY WILL BE ABLE TO SUCCESSFULLY CONNECT TO PAYGAMI'S SERVER OVER THE INTERNET. The Management Company acknowledges that occasionally such server may be unavailable through internal and/or external circumstances that cannot be controlled by Paygami , and hereby releases Paygami from liability from any resulting damages. The Management Company shall maintain confidentiality of the login information, and assumes all responsibility and liability for harm and damages caused in connection with login.

Paygami shall not be liable to the Management Company for any damages whatsoever resulting from the Management Company's use of banking products from the Partner Bank, and any such dispute shall be settled solely between the Management Company and the Partner Bank.

Paygami shall not be liable to the Management Company for any damages whatsoever resulting from the Management Company's use or receipt of the CINC Software and Services, and any such dispute shall be settled solely between the Management Company and CINC Systems.

EXCEPT AS PROVIDED ABOVE, PAYGAMI DISCLAIMS ANY WARRANTY FOR ANY PORTION OF THE SYSTEM MODIFIED BY THE MANAGEMENT COMPANY. THE SYSTEM IS DELIVERED "AS IS" AND PAYGAMI MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

PAYGAMI NEITHER WARRANTS NOR GUARANTEES THAT ANY CONTENT IS SAFE FROM INTERCEPTION, ALTERATION, CORRUPTION, OR DELETION BY USERS WHETHER AUTHORIZED OR NOT.

5. Intellectual Property Ownership. All current, and any future rights, titles, patents, copyrights, trademarks and interests in and to the System and any copies thereof are owned by and will remain at all times with Paygami or its suppliers, successors or assigns. Paygami holds the right to grant the license granted herein to the Management Company. Paygami represents that it has the full right and authority to license the System to the Management Company and that such license does not infringe any third party copyright or other proprietary or intellectual property right. The Management Company may not copy the documentation accompanying the System. At no time shall the Management Company assign, sell or license the System or any portion thereof or any rights and/or obligations obtained under this Agreement. The Management Company shall utilize security and controls to protect the System which are no less stringent than it uses to protect its own proprietary trade secret rights, but in no case less than a commercially reasonable standard of care. Failure to adequately protect the System will provide Paygami cause to immediately terminate this Agreement.

6. Confidentiality. By virtue of this Agreement, each of the parties hereto may have access to all information and data furnished by the other party hereunder (the "Disclosing Party"), whether oral, written, graphic or machine readable form, in connection with the System, including, but not limited to: (a) object code, source code, source listings, computer programs, screen shots, documentation, programming techniques or systems, specifications, screen display format and design, charts, diagrams, graphs, models, sketches, writings or other data related to the System, (b) other technical data, research or information, and (c) all trade secrets and other proprietary ideas, concepts, know-how, methodologies and information relating to the System ("Confidential Information"). The party hereto receiving such Confidential Information (the "Receiving Party") agrees that it: (x) shall hold the Confidential Information in confidence and shall not disclose the Confidential Information to any third party; and (y) shall not use, duplicate, reproduce, distribute, disclose or otherwise disseminate the Confidential Information except consistent with the terms hereunder. Confidential Information shall not include information which: (i) was known to the Receiving Party prior to its disclosure by the Disclosing

Party as evidenced by the written records of the Receiving Party, (ii) has become generally available to the public (other than by virtue of disclosure by the Receiving Party), (iii) is independently developed by the Receiving Party, or (iv) is required by law to be disclosed, provided in such case, the Receiving Party shall give the Disclosing Party prior notice (to the extent permitted by law and reasonably feasible) of such requirement and shall reasonably cooperate, at the Receiving Party's sole cost, in any attempts to limit or protect the Confidential Information disclosed. The covenants set forth in this Section shall survive for a period of five (5) years following the termination or expiration of this Agreement, provided with respect to Confidential Information that constitutes a trade secret under Georgia law, the covenants set forth in this Section shall survive for so long as such information remains a trade secret (excluding failure to remain a trade secret as a result of breach of the Receiving Party's obligations hereunder). If either party hereunder shall breach or threaten to breach any of the provisions of this Section, such non-breaching party, in addition to any other remedies it may have at law or in equity, shall be entitled to a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Section. The breaching party under this Section specifically acknowledges that money damages alone would be an inadequate remedy for the injuries and damage that would be incurred by such non-breaching party as a result of a breach of any of the provisions of this Section. Upon termination of the Agreement, each party hereunder shall return all Confidential Information to the other party. The Management Company acknowledges that the data entered into the System by the Management Company will be accessed, viewed, and processed by Partner Bank, CINC Systems or such other provider of an accounting system utilized by the Management Company. Non-public data proprietary to the Partner Bank may not be utilized by the Management Company for solicitation of business. Further, such proprietary data must be confidentially maintained by the Management Company and may not be used or disclosed for any purpose not expressly disclosed herein. Paygami reserves the right to use the Management Company's name and logo on any website hosted or utilized by Paygami. By execution of this agreement, the Management Company acknowledges and gives its permission to access such data by these other organizations.

7. Limitation of Liability. IN NO EVENT SHALL PAYGAMI BE LIABLE TO THE MANAGEMENT COMPANY OR ANY THIRD-PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, DATA, PROFIT OR BUSINESS VALUE, EVEN IF PAYGAMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE MANAGEMENT COMPANY AGREES THAT PAYGAMI'S TOTAL LIABILITY UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE AMOUNT PAID BY THE MANAGEMENT COMPANY FOR THE SERVICES PERFORMED BY PAYGAMI DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. THIS SECTION 7 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

8. Term; Termination.

(a) Term. The term of this Agreement shall be **one (1) year** (the "Initial Term") unless defined otherwise in the Order Form or earlier terminated as set forth herein. Upon the expiration of the Initial Term hereof, this Agreement shall be automatically renewed for successive one year periods (each a "Renewal Period" and collectively, the "Renewal Periods"; the Initial Term and the Renewal Periods are together referred to herein as the "Term") on the same or other mutually agreed upon terms and conditions, unless Paygami or the Management Company elects not to renew, in which case the terminating party shall give written notice to the other party at least ten (10) days prior to the expiration of the Initial Term or the then current Renewal Period, as applicable. Either party may terminate this Agreement with ninety (90) days written notice.

(b) Termination.

(i) Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following written notice from the non-breaching party describing such breach.

(ii) Paygami reserves the right to immediately terminate this Agreement in the event that the Management Company fails to maintain seventy-five percent (75%) of deposited funds within the control of the Management Company at the Partner Bank. However, in such case, the Management Company will then have the option to remain a customer of CINC Systems if it has entered into a License Agreement with CINC Systems, whereby the Management Company will be subject to all applicable fees related to such License Agreement effective as of the date of termination of this Agreement.

(iii) Paygami also reserves the right to immediately terminate this Agreement upon termination of the Partner Bank Agreement between Paygami and the Partner Bank. The Management Company will then have the option of moving deposited funds to a different Partner Bank, or remaining with its current Partner Bank without being eligible for the services offered by the Paygami System.

(iv) If the Management Company is using the CINC Software and Services and decides to terminate its utilization of such software and/or services, the Management Company shall be solely responsible for immediately establishing a new interface for use with the System. From the date of any such termination of use of any of the CINC Software and Services by the Management Company until such new interface with the System is re-established, Paygami shall not provide the System to the Management Company.

(c) Rights Upon Termination. Upon termination of this Agreement, the Management Company's right to use the System and any other information or materials supplied by Paygami shall automatically cease, and the Management Company shall immediately return the System, Confidential Information and any other materials provided by Paygami and all copies thereof to Paygami. Upon request, the Management Company shall certify to Paygami in writing that all such information and materials have been properly returned to Paygami, and that such information has not been unduly disclosed.

9. General.

(a) Independent Contractors. No agency, employment, partnership or joint venture relationship is created between the parties under this Agreement, and the relationship of the parties shall be that of an independent contractor.

(b) Force Majeure. Paygami shall not be liable for failure to fulfill its obligations hereunder if such failure is due to flood, extreme weather, fire or other natural calamity or other cause beyond its control. However, Paygami shall promptly give notice of such condition to the Management Company and shall only be excused from performance for so long as such condition exists.

(c) Entire Agreement. This Agreement constitutes the complete and exclusive statement between the parties with respect to the subject matter of this Agreement and supersedes all prior proposals, memoranda, letter of intent, discussions, negotiations and agreements, oral or written, relating to the subject matter of this Agreement.

(d) Modification. No representation or promise made by a party shall be binding upon either party, nor shall the Agreement be modified or changed, unless such representation, promise, modification or change is evidenced by a writing signed by an authorized representative of both parties.

(e) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Georgia. In any legal action relating to this Agreement, the Management Company agrees (a) to the exercise of jurisdiction over it by a state or federal court in Atlanta, Georgia or Gwinnett County, Georgia, and (b) that if the Management Company brings the action, it shall be instituted in one of the courts specified above.

(f) Survival. Sections 2, 4, 5, 6, 7, 8 and 9 shall survive any termination or expiration of this Agreement.

(g) Notice. To be effective, all notices to a party required by this Agreement must be mailed by certified U.S. Mail, return receipt requested, or by an overnight delivery service which requires confirmation of delivery, and addressed as set forth below such party's signature below, or to such other address as either party may from time to time designate upon written notice given in accordance with this paragraph.

(h) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

(i) Severability. If any provision or portion of this Agreement is held invalid under any applicable law, that provision or portion shall be deemed omitted from this Agreement and the balance of the Agreement shall remain in full force and effect as if such invalid provision did not exist.

(j) Assignment; Binding. The Management Company may not transfer or assign this Agreement by operation of law or otherwise (including any purported transfer of its rights hereunder) without Paygami's prior written consent. Any attempt by the Management Company to assign, or transfer any of the rights, duties and obligations in violation of this Agreement shall be void. Paygami may assign this Agreement without the Management Company's consent. This Agreement shall be binding upon and inure to the benefit of the permitted assigns and successors of the parties.

(k) Waiver. Failure of either party to require the performance of any term of this Agreement shall not prevent a subsequent enforcement of such term, and the waiver by either party of any breach of this Agreement shall not be deemed a waiver of any subsequent breach. Any waiver or consent required by this Agreement must be in writing, signed by an authorized representative of the consenting party.

(l) Export. The Management Company may not export or re-export the System in any form without the appropriate United States and foreign governmental licenses or approvals, if any. The Management Company will not directly or indirectly export or transfer the System, or any direct product thereof, to any country to which transmission is restricted by applicable statute, including but not limited to the U.S. Export Administration Regulations.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

PAYGAMI:

ACCOUNTING INTEGRATORS, LLC (dba Paygami)

By: _____

Robert McCullar
Chief Operating Officer
3055 Breckinridge Blvd, STE 310
Duluth, GA 30096

MANAGEMENT COMPANY:

By: _____

Print Name: _____

Title: _____

Address: _____

EXHIBIT A

I. Services Provided by Paygami to the Management Company

- Lockbox processing – Paygami will work together with Partner Bank to provide industry specific lockbox services for clients utilizing CINC Systems as its accounting software, including the following:
 - Data import into CINC Systems
 - Lockbox imaging integration within CINC Systems
 - No Document (check only) payments are researched and processed via Paygami automation and staff. Those payments which cannot be identified will be returned to Management Company for appropriate further action.
 - Paygami provides the lockbox system with a list of valid association from CINC Systems.
 - Paygami provides the lockbox system with a blocked homeowner list from CINC Systems.
- Electronic Lockbox processing – Paygami will work together with Partner Bank to provide industry specific electronic lockbox services, services designed to capture electronically those payments originating through BillPay Originators, for clients utilizing CINC Systems as its accounting software, including the following:
 - Data import into CINC Systems
 - Unmatched payments are researched and processed via Paygami automation and staff. Those payments which cannot be identified will be returned via the BillPay Network/Originators to the payer.
 - Paygami provides the lockbox system with a list of valid association from CINC Systems.
 - Paygami provides the lockbox system with a blocked homeowner list from CINC Systems.
- Automated Clearing House (“ACH”) Files – Paygami provides the Partner Bank with a set of ACH files to accomplish the following tasks:
 - Funds Transfer – The Management Company can perform a funds transfer request within CINC Systems, in cooperation with Partner Bank and Paygami provides a means of facilitating this request.
 - Online payments – Paygami provides the gateway to facilitate online payments (electronic checks and credit cards). The funds are distributed to associations via ACH.
 - ACH payments – Paygami combines the prior ACH transfers with any recurring ACH payments setup by the Management Company.
 - Lockbox – Paygami provides funds distribution to associations for lockbox payments received.
- Statement Imaging – If Partner Bank has capabilities to provide electronic versions of monthly statements, Paygami will publish the statements to the CINC queue.
- Payment Searching – Paygami’s payment integration provides for a payment searching mechanism for the Management Company to find payments.
- Cleared Bank Transactions – Paygami integrates the cleared transactions from the Partner Bank into CINC Systems.
- Websites – Paygami offers integrated websites with CINC Systems in cooperation with Partner Bank to management companies and associations.

- Remote Scanner Software – Paygami provides an integrated check scanner application to capture check images remotely and process them online with integration to CINC Systems. The checks are then converted to electronic images processed via Check 21.

II. Services Provided To The Management Company by CINC Systems, LLC

Services provided to the Management Company by CINC Systems, LLC are detailed in the License Agreement between CINC Systems and the Management Company.

EXHIBIT B
Specifications

High speed internet access.

Exhibit C
Management Company Fee Schedule

I. As long as the Management Company maintains seventy-five percent (75%) of all deposited funds (demand deposit and money market account balances exclusive of CDs) in accounts within control of the Management Company at the Partner Bank and if all such funds are transferred to the Partner Bank within ninety (90) days of the start of services (the “Deposit Condition”), the Management’s Company’s fees shall be as follows:

- Paygami for the License and Support Services: \$0
- CINC Systems for the CINC Software and Services (the management company will be billed directly by CINC for fees and charges): Those fees defined in the Order Form.

II. If the Deposit Condition is not satisfied, the Management’s Company’s fees shall be as follows:

- Paygami for the License and Support Services: Unless the Agreement is terminated by Paygami pursuant to Section 8(b)(ii), Paygami’s schedule of fees, charges and billing terms in effect at the time a fee or charge is due and payable, as provided to the Management Company by Paygami.
- To CINC Systems for the CINC Software and Services: CINC’s schedule of fees, charges and billing terms in effect at the time for a client not utilizing the Paygami Services with a Partner Bank.