

ORDINANCE NO. 99-71

AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MIDWEST PAYMENT SYSTEMS, INC. FOR BILLPAYER 2000 SERVICES

WHEREAS, Midwest Payment Systems, Inc. can offer Mason residents the ability to have utility charges debited directly from their bank accounts through its Billpayer 2000 Service; and

WHEREAS, the City of Mason would like to offer this service to its residents.

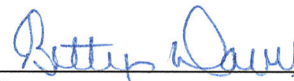
NOW THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, **seven (7)** members elected thereto concurring:

Section 1. That the City Manager is hereby authorized to enter into a contract with Midwest Payment Systems, Inc. for Billpayer 2000 Services, in accordance with the contract submitted by Midwest Payment Systems, Inc., which contract is attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to pay said Midwest Payment Systems, Inc. according to the terms of the contract.

Section 3. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed this 10th day of May, 1999.



Mayor

Attest:



Clerk of Council

4/23/99

July 14, 1999

Mr. Scot Lahrmer
City Manager
City of Mason
202 West Main Street
Mason, Ohio 45040

Dear Mr. Lahrmer:

Enclosed please find a fully executed original of the BillPayer 2000 Services Agreement by and between MPS and City of Mason. Please save this for your records.

If you have any questions, please contact your MPS Account Manager.

Sincerely,



Laura Crosthwaite
Paralegal

encl.

BILLPAYER 2000® SERVICES AGREEMENT

4/14/98

This BillPayer 2000 Services Agreement is made between MIDWEST PAYMENT SYSTEMS, INC., having its principal office at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 ("Company") and CITY OF MASON, having its principal office at 202 West Main Street, Mason, Ohio 45040 ("Member"). Company and Member hereby agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below: (a) "Agreement" shall mean this BillPayer 2000 Services Agreement, any Addendum attached hereto or referencing this Agreement, and all documents and other materials incorporated herein by reference; (b) "BillPayer 2000 Services" and "Services" shall mean the BillPayer 2000 data processing services offered by Company; (c) "Customer" shall mean the customers of Member and Company, whether solicited by Company or Member, that have entered into an agreement with Company to participate in the Services; (d) "Company Service Marks" shall mean "BillPayer 2000®", "BillSender", their respective logos and/or designs and any other trade names(s), trademark(s) and service mark(s) owned by Company and/or its affiliate(s) and used in connection with the Services; (e) "Standards" shall mean Company's operating and marketing standards concerning the Services which Company may amend from time to time and which are incorporated herein by reference; and (f) "Payment" shall mean a transfer of funds initiated through the Services. Other capitalized terms shall have the meanings set forth in the Agreement or in the Standards.

2. SERVICES

(a) Services. Company will perform the Services as set forth in the Agreement. Company may make changes in the Services based upon, but not limited to, technological developments, legislative or regulatory changes, or the introduction of new services by Company. Company will use its reasonable best efforts to notify Member of any such changes that will materially affect Member at least 30 days prior to the implementation date of any such change. Member agrees to review the Standards upon receipt thereof and to abide by and fully comply with the Standards currently in effect and as may be amended from time to time.

(b) Payments. Customers may initiate Payments through one or more of Company's facilities or select the automatic payments option. For Customers that select the automatic payment option, Member agrees to provide Company on an ongoing basis a file in Company's format, and in accordance with the Standards, containing billing information deemed necessary by Company for Payments ("Payment Information"). As to all Payment Information, and the obligations represented thereby, submitted by Member to Company, Member represents and warrants to Company that: (a) each such obligation is a bona fide obligation of Customer to Member incurred in the ordinary course of business and for only the amount of such obligation; and (b) Member is in all respects in compliance with this Agreement, the Standards, the agreement between Company and Customer, the agreement or policies between Member and its customers and all laws, rules and regulations governing the same.

(c) Payment Posting. Company will make available to Member, in accordance with the Standards, information regarding Payments. Member agrees to credit Payments to its Customers' accounts effective as of the date such Payments are made available to Member.

(d) Company's Obligations. Member acknowledges and agrees that Company merely initiates Payments and that Company assumes no liability whatsoever arising in connection with Payments including but not limited to the amount of the Payment, late charges, interest or the like. Member agrees to look solely to Customers, and not Company, for any obligation owed Member. Member agrees that Company shall be the exclusive provider of the Services. Not limiting the generality of the foregoing, Member agrees not to submit or deliver any billing information relating to its customers to any financial institution, credit card processor, or other third party in order to initiate a transfer of funds from such customers.

(e) Customers Rights. Member acknowledges and agrees that the Customers shall determine when and if Company initiates a Payment notwithstanding any Payment Information supplied by Member. Should Company, on behalf of a Customer, credit Member in connection with a Payment but not receive for whatever reason the corresponding funds for such Payment, Member agrees to immediately reimburse Company for such Payment. Member agrees that Customers shall have the right to reverse any Payment initiated by them or made automatically, and Member agrees to accept such reversals. In addition, Payments may be adjusted by Company and/or Customers for any inaccuracies. Company may debit Member's Account to obtain any non collected, reversed or adjusted funds from Member.

(f) Miscellaneous. Certain services and expenses will be the sole responsibility of Member and include but are not limited to the following: external costs for and verification of monetary settlement; individual terminals, modems, upgrades, modem sharing devices, etc.; data entry into Member's system or other systems of Payments, Payment Information, maintenance data, etc.; communications lines, equipment, installation and maintenance costs to the Company communications controller; costs associated with maintaining and implementing all software and hardware necessary to interface to Company in accordance with the Standards; costs associated with Member's use of any third party for purposes of sending data to, or receiving data from, Company; costs associated with RJE; costs incurred by Company network control for contacting Member; third party expenses incurred by Member and/or Company in connection with the electronic or non-electronic delivery of reports, Payments, and any other data to and from Member; physical magnetic tape or disk file output for Member use; postage, printing, and courier costs associated with non-electronically transmitted reports or other data, and all other postage or third party costs associated with the services provided herein.

3. TERM

The term of this Agreement shall commence the date Company executes this Agreement, and shall continue for a term of three (3) years from the 1st day of the calendar month following the later of the commencement date or the date Member commences use of the Services ("Initial Term"). Unless either party gives written notice to the other party at least 180 days prior to the expiration of any term, the Agreement shall be automatically extended for additional periods equal to the Initial Term. All obligations of Member incurred or existing under this Agreement as of the date of termination shall survive such termination.

4. FEES AND PAYMENT

(a) Payment of Fees. Member agrees to pay Company the fees and expenses outlined in this Agreement including any Addenda. All fees shall be paid within 30 days of Member's receipt of Company's invoice unless otherwise provided herein. Company will debit Member's Account for such fees on or at any time after the first day of each month. Unless otherwise provided in the Agreement, Company may not change the fees listed in this Agreement during the Initial

Term. Thereafter, Company may, at its discretion, add or change any fee upon notice to Member. Any such add or change shall become effective not less than 30 days after the date Company sends written notice to Member by ordinary mail. Company may charge for any non-specified service it provides and expense it incurs at the request of or on behalf of Member.

(b) Member Account. Member shall always maintain an open checking account at a financial institution which Company or its agent can access through the ACH ("Account"). Member authorizes Company to debit and/or credit the Account to settle any and all amounts due or payable under this Agreement and any Addenda. Member shall always maintain the Account with sufficient cleared funds to meet its obligations under this Agreement.

(c) Miscellaneous. Notwithstanding any other provision, in the event that by virtue of any law, rule, or regulation now existing or hereinafter enacted, Company or Member becomes obligated to change in any fashion their manner of doing business in order to comply with such law, rule or regulation and Company incurs any increased cost by virtue thereof, Company may reasonably increase its fees to Member set forth in the attached Addenda as necessary to offset such increased costs. Any increased fees hereunder if any, shall not be taken into account for purposes of any price change. All fees and charges paid under this Agreement shall be made without set-off or deduction. Any fee not paid when due shall bear interest at an annual percentage rate of the higher of twelve percent or the so called prime rate as announced by The Fifth Third Bank in Cincinnati, Ohio from time to time but in no event more than the highest interest rate permitted by law.

5. TITLE TO THE SERVICES

Member agrees it is acquiring only a nontransferable, non-exclusive right to use the Services. Company shall at all times retain exclusive title to the Services, including without limitation, the Standards and any other materials delivered to Member hereunder and any patent, invention, development, product, trade name, trademark, service mark, software or hardware program developed in connection with providing the Services or during the term of this Agreement. Member acknowledges that Company has filed for a patent on certain aspects of the Services and, if granted, Company, and not Member, shall be the sole and exclusive owner of such patent.

6. CONFIDENTIAL INFORMATION

(a) Member acknowledges that the methods, techniques, programs, devices and operations of Company are of a confidential nature, and are valuable and unique assets of Company's business. During the term of this Agreement and following the expiration or termination thereof, Member shall not disclose any such confidential information to any person or entity (other than to those employees and agents of Member who participate directly in the performance of this Agreement and need access to such information). Upon termination of this Agreement, Member shall deliver to Company all manuals, memoranda and other papers, and all copies thereof, relating in any way to the Services or to Company. Member acknowledges that it does not have nor can Member acquire any right in or claim to such confidential information. Member acknowledges that the injury that would be sustained by Company as a result of the violation of this provision cannot be compensated solely by money damages, and therefore agrees that Company shall be entitled to injunctive relief and any other remedies as may be available at law or in equity in the event Member, its employees or agents violate the provisions contained in this Section. The restrictions contained in this Section do not apply to any information which becomes a matter of public knowledge other than through a violation of this Agreement or other agreements to which Company is a party.

(b) Until such time as Member's customer becomes a Customer, Company agrees to hold in confidence any information concerning such customer which Company receives from Member and only use such information for purposes of soliciting for the Services.

7. GENERAL PROVISIONS

(a) Member grants to Company and its agents the right to use Member's name, logos, and/or symbols ("Logos"), at no cost to Company and/or its agents, for the preparation and promotion of the Services, related materials and artwork. Member shall provide and deliver to Company such Logos in its standard form, font and design, and Member shall provide and deliver to Company any of Member's standards and/or guidelines regarding such Logos.

(b) Member acknowledges and agrees that Company and/or its affiliate(s) own the Company Service Marks. Company only grants to Member during the term of this Agreement a nonexclusive, revocable and nontransferable license to use the Company Service Marks in accordance with this Agreement and the Standards ("License"), and any use of the Company Service Marks by Member is subject to the prior written approval of Company. Member shall not grant any license or right to use any Company Service Marks covered by this Agreement without the prior written consent of Company. Except for the License granted to Member in this Section, Member shall neither have nor acquire any other rights whatsoever, including any ownership rights, in the Company Service Marks, tradenames, product names, inventions, patents or services relating to the Services. Member shall not in any way state or imply that any Company Service Marks covered or referenced by this Agreement are owned by Member or that Member has any rights other than those granted hereunder to such Company Service Marks.

(c) Member agrees to provide, or assist Company in providing, any information and/or data required by Customers and/or regulatory agencies in connection with the Services. Except for any customer service obligations specifically designated as the responsibility of Company in the Standards, Member shall provide all other necessary customer service to Customers.

(d) Company shall exclusively define the contract terms, conditions and fees between Customers and Company, and/or its designated agent, in any way connected with the Services. Member agrees that Company (and not Member) is entitled to any and all such fees and that Member will not charge Customers for Payments or the Services (except for any fees charged by Member before the commencement of this Agreement which may relate to the Services such as a fee for a late Payment). Member agrees that Customers may utilize Company for similar or other services including but not limited to Services with other entities. Company in its sole discretion may perform solicitations to prospective and/or then current Customers provided it does so at its sole expense.

(e) Member agrees to notify in writing each Customer in advance regarding

Payments through the Services. Member shall comply with all applicable law in connection with the Services, including but not limited to any Regulation Z or Regulation E requirements including those regarding preauthorized transfers and/or the automatic payment option. Member agrees to mail or deliver the proper advance written notice to each Customer, regarding each upcoming Payment, in accordance with the requirements of any such applicable law.

(f) Member agrees to be responsible for all direct and indirect costs (including but not limited to those incurred by Company) in connection with and/or related to Member's conversion from Company at the termination of this Agreement and/or related to any conversion or termination effecting the Services after Member's initial conversion to Company.

(g) Member agrees that Company shall not be responsible for the action or inaction of any third party used by Member for purposes of communications or other interface to Company to send and/or receive Payments, Payment information, and/or other data even if Company recommended such third party to Member.

8. DEFAULT

(a) Default by Company. In the event Member reasonably believes that Company has substantially failed to provide the Services, Member shall give to Company a written notice specifically describing the nature of such failure and the approximate date on which Company failed to so provide the Services. Upon receipt of such notice, Company shall have 30 days to cure such failure, unless such failure cannot be reasonably cured within such period and in such case Company shall have such additional time as may be necessary to cure such failure provided that Company is proceeding diligently to effect such cure. In the event Company fails to cure such failure within such time, and such failure has or will have a materially adverse effect upon Member, Member shall have a right to terminate this Agreement effective upon not less than 90 days prior written notice to Company. Upon such termination, Company will reimburse Member for the actual monetary damages Member incurred as a result of Company's nonperformance; provided, however, in no event shall such damages exceed the limit of liability set forth in Section 9. Notwithstanding the foregoing, Company shall not be deemed to be in default under this Agreement nor liable for any delay or loss in the performance, failure to perform, or interruption of any Services resulting, directly or indirectly, from errors in data provided by Member or others, labor disputes, fire or other casualty, governmental orders or regulations, or any other cause, whether similar or dissimilar to the foregoing, beyond Company's reasonable control. Upon such an occurrence, performance by Company shall be excused until the cause for the delay has been removed and Company has had a reasonable time to again provide the Services.

(b) Default by Member. In the event Member: (i) becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for Member, or Member makes an assignment for benefit of creditors, or admits its inability to pay its debts as they become due; or (ii) fails to pay the fees, expenses or charges referenced herein when they become due; or (iii) is in default of any terms or conditions of this Agreement and/or Addenda and/or schedules and/or exhibits hereto whether by reason of its own action or inaction or that of another; or (iv) has a material deterioration in its financial condition which Company can reasonably demonstrate; Member shall be in default of this Agreement ("Event of Default"). Upon the occurrence of an Event of Default, Company may anytime thereafter terminate this Agreement upon written notice to Member. Termination of Member for any reason shall not relieve Member from any liability or obligation to Company arising prior to such termination. In the event this Agreement is terminated as a result of an Event of Default, Member shall be liable to Company for liquidated damages in an amount equal to the average amount of the monthly revenue payable by Member and Customers to Company in connection with the Services for the 3 calendar months in which such revenue was the highest during the preceding 12 calendar months (or such shorter period if this Agreement has not been in effect for 12 months), multiplied by the number of months remaining during the then current term of this Agreement and for any damage, loss or expense incurred by Company as a result of a breach by Member. All such amounts shall be due and payable by Member on the effective date of termination.

9. LIMITS ON LIABILITY

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Without limiting the foregoing, Company shall not be liable for lost profits, lost business or any incidental, special, consequential or punitive damages (whether or not arising out of circumstances known or foreseeable by Company) suffered by Member, any of its customers or any third party in connection with the Services provided by Company hereunder. Company's liability hereunder shall in no event exceed an amount equal to the lesser of (i) actual monetary damages incurred by Member or (ii) fees paid by Member for the particular Services in question for the calendar month immediately preceding the date on which Company received Member's notice of nonperformance as set forth in Section 8., above. In no event shall Company be liable for any matter beyond its reasonable control, or for damages or losses wholly or partially caused by the Member, or any of its customers, employees or agents, or for any damages or losses which could have been avoided or limited by Member giving notice to Company as provided in Section 8., above. No cause of action, regardless of form, shall be brought by either party more than 1 year after the cause of action arose, other than one for the nonpayment of fees and expenses related to the Services rendered by Company.

10. MEMBER'S REPRESENTATIONS AND COVENANTS

Member represents and warrants to Company:

(a) That it will comply with all applicable federal, state and local laws and regulations applicable to the Services and its business operations and will acquire all the rights and licenses deemed necessary by Company for Company to interface with Member, or vice versa, as contemplated under this Agreement.

(b) That it will be responsible for the quality, accuracy, and adequacy of all information supplied by or on behalf of Member to Company, including but not limited to Payment information, and that it will establish and maintain adequate audit controls to monitor the quality and delivery of such data.

(c) That it will solely be responsible for all record keeping as may be required of it under any federal, state or local laws and regulations. Company shall not be obligated to retain any records of Services performed hereunder for a period beyond 90 calendar days after delivery of the records to Member.

(d) That it shall indemnify, defend, and hold harmless Company, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever (including reasonable legal and accounting fees and expenses) resulting from or arising out of any dispute between a Customer and Member, the Payment Information or other information supplied to Company, the Services in this Agreement, the business of Member or any of its customers, Member's

noncompliance with the Standards, or by reason of any breach or nonperformance of any provision of this Agreement on the part of the Member, or its employees, agents or customers. This indemnification shall survive the termination of the Agreement.

11. MISCELLANEOUS

(a) Other Agreements. Company reserves the right to enter into other agreements pertaining to the Services with other parties including, without limitation, other payees.

(b) Taxes. Any sales, use, excise or other taxes (other than Company's income taxes) payable in connection with or attributable to the Services shall be paid by Member. Company may, but shall not have the obligation to, pay such taxes if Member fails to do so, and Member shall immediately reimburse Company upon demand or Company may debit Member's Account therefor.

(c) Violation of Applicable Laws and Regulations. Company may cease providing any Service if such Service, in Company's opinion, violates or would violate any federal, state or local statute or ordinance or any regulation, order or directive of any governmental agency or court.

(d) Entire Agreement. This Agreement (including all exhibits and Addenda hereto and all documents and materials referenced herein) supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof, and contains the entire agreement between such parties. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(e) Amendments. Except as provided for herein, this Agreement and any Addendum shall only be modified or amended by an instrument in writing signed by each party hereto. Provided, however, Company may amend or otherwise modify this Agreement and any Addendum provided such modification does not create any new obligation on the part of Member and does not materially diminish any Service being provided by Company hereunder. Company shall give Member notice of such changes by ordinary mail.

(f) Successors; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. Neither this Agreement nor any interest herein may directly or indirectly be transferred or assigned by Member, in whole or in part, without the prior written consent of Company.

(g) Notices. Except as otherwise provided, all notices, requests, demands and other communications to be delivered hereunder shall be in writing and shall be delivered by hand or mailed, by registered or certified mail, postage prepaid, at or to the following addresses: (i) If to Company, to the attention of the President at the address listed at the top of this Agreement with a copy to General Counsel at the same address; (ii) If to Member, to the address listed at the top of this Agreement; or to such other address or to such other person as either party shall have last designated by written notice to the other party. Notices, etc., so delivered shall be deemed given upon receipt.

(h) Waiver. If either party waives in writing an unsatisfied condition, representation, warranty, undertaking or agreement (or portion thereof) set forth herein, the waiving party shall thereafter be barred from recovering, and thereafter shall not seek to recover, any damages, claims, losses, liabilities or expenses, including, without limitation, legal and other expenses, from the other party in respect of the matter or matters so waived. Except as otherwise specifically provided for in this Agreement or any Addendum, the failure of any party to promptly enforce its rights herein shall not be construed to be a waiver of such rights unless agreed to in writing.

(i) Headings. The headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect any provision of this Agreement.

(j) Severability. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

(k) Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Ohio. The parties hereby consent to service of process, personal jurisdiction, and venue in the state and federal courts in Cincinnati, Ohio or Hamilton County, Ohio, and select such courts as the exclusive forum with respect to any action or proceeding brought to enforce any liability or obligation under this Agreement.

(l) Authorization. Each of the parties hereto represents and warrants that it has full power and authority to enter into this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or partnership or other appropriate authorizing actions; that the execution, delivery and performance of this Agreement will not contravene any applicable by-law, corporate charter, partnership or joint venture agreement, law, regulation, order or judgment; that execution, delivery and performance of this Agreement will not contravene any provision or constitute a default under any other agreement, license or contract to which such party is bound; and, that this Agreement is valid and enforceable in accordance with its terms.

(n) No Third Party Beneficiary. This Agreement is for the benefit of, and may be enforced only by, Company and Member and their respective successors and permitted transferees and assigns, and is not for the benefit of, and may not be enforced by, any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the dates set forth below.

Midwest Payment Systems, Inc.

Signature: B. L. Boerstler

Print Name: BARRY L. BOERSTLER

Title: EXECUTIVE VICE PRESIDENT

Date: JUL 13 1999

Member:

Signature: Scott F. LaRue

Print Name: Scott F. LaRue

Title: City Manager

Date: 6/18/99

**ADDENDUM A TO THE BILLPAYER 2000® SERVICES AGREEMENT
DEFINITIONS AND GENERAL SERVICES ADDENDUM**

03/04/96

This Addendum A, Definitions and General Services Addendum, shall be an Addendum to the BillPayer 2000® Services Agreement between Company and Member in accordance with the provisions as set forth in the BillPayer 2000® Services Agreement including all exhibits and Addenda thereto and all documents and materials referenced therein.

A. SERVICES AND FEES

1. BillPayer 2000 Services Fees

- | | |
|------------------------------|-----------|
| a. Payments | No charge |
| b. Return payments | No charge |
| c. Payment retries | No charge |
| d. Non-monetary transactions | No charge |
| e. Changes and cancellations | No charge |

2. Other Services Standard fees and/or Quoted

B. MARKETING

1. Member agrees to deliver at no cost to Company BillPayer 2000 Service brochures and/or other materials to all Member's customers upon request by Company. Such requests will be made by Company at conversion, then not more than once every six months thereafter.
2. Member agrees to use its best efforts to continually promote the BillPayer 2000 Services to its customers, members, associated persons, prospective consumers, and consumers in general.

...contractbillpay.en.currentladdendum.pay

**AMENDMENT NO. 1 TO
THE BILLPAYER 2000 MASTER AGREEMENT AND CORRESPONDING ADDENDA**

This Amendment No. 1 to the BillPayer 2000 Master Agreement dated _____, 19____, and corresponding Addenda, (collectively the "Agreement") is made between MIDWEST PAYMENT SYSTEMS, INC. ("Company") and CITY OF MASON ("Member"). The Agreement shall be amended in the following respects.

A. The BillPayer 2000 Master Agreement shall be amended as follows:

1. Section 2.(a), Services, shall be amended by adding the following after the words "any such change." in line six (6):
"In the event such change in the Services has a material and substantial adverse effect on Member, then Member may terminate this Agreement by giving written notice to Company provided such termination notice is received by Company within thirty (30) days of the earlier of the date of Company's notice of such change or the effective date of such change. For purposes of this paragraph "material and substantial adverse effect" shall mean to the extent such change renders the Services of no use or utility to Member (and does not include general system changes, changes in report formats, etc.). In the event that Member provides notice of its intent to terminate as provided in the preceding sentence, Company may thereafter rescind or waive such change in the Services with respect to Member and Member may not thereafter terminate this Agreement pursuant to the foregoing by reason of such change in the Services."
2. Section 3, Term, shall be amended by deleting the second sentence in the paragraph beginning in line four (4) with the words "Unless either party" and substituting the following sentence in lieu thereof:
"Hereafter, this Agreement shall remain in effect, and either party may terminate this Agreement upon thirty (30) days prior written notice to the other party of its intent to terminate."
3. Section 4.(a), Payment of Fees, shall be amended by adding the words "upon written notice to Member" after the words "first day of each month" in line five (5).
4. Section 6.(a) shall be amended by adding the words "except where otherwise required by law" after the words "to such information)" in line seven (7).
5. Section 6.(b) shall be amended by adding the words ", and Company shall not give or sell such information to any third party." after the word "Services" at the end of the section.
6. Section 8.(a), Default by Company, shall be amended by deleting the number "90" in line eleven (11) and substituting the number "30" in lieu thereof.
7. Section 8.(b), Default by Member, shall be amended by deleting the words "upon written notice to Member" in line twelve (12) and substituting the words "upon thirty (30) days written notice to Member" in lieu thereof.

B. Addendum A, Definitions and General Services, to the BillPayer 2000 Master Agreement shall be amended as follows:

1. Section B.1 shall be adding the words "or any other method as mutually agreed upon in writing by Company and Member" after the words "brochures and/or other materials" in line two (2).

Except as otherwise provided in this Amendment, the terms of the Agreement shall remain in full force and effect.

COMPANY: MIDWEST PAYMENT SYSTEMS, INC.

By: *Barry L. Boerstler*
Name: BARRY L. BOERSTLER
Title: EXECUTIVE VICE PRESIDENT
Date: JUL 13 1999

MEMBER: CITY OF MASON

By: *Scott E. Lakmer*
Name: Scott E. Lakmer
Title: City Manager
Date: 6/9/99