AMENDMENT TO THE BILLER ORDER FORM AND BILLER AGREEMENT

THIS AMENDMENT TO THE BILLER ORDER FORM AND BILLER AGREEMENT (**"Amendment"**), effective as of _____, 2022 (**"Amendment Date"**), is made and entered into by and between **THE CITY OF YAKIMA, WASHINGTON**, a Washington municipality (**"Biller"**), and **INVOICE CLOUD, INC.**, a Delaware corporation having a principal place of business at 30 Braintree Hill Office Park, Suite 303, Braintree, Massachusetts 02184 (**"Invoice Cloud"**). Biller and Invoice Cloud may be referred to herein separately as a **"Party"** and collectively as **"Parties."** Capitalized terms used herein shall have the meanings ascribed to them in the Biller Order Form and Biller Agreement (as defined below) unless expressly defined herein.

RECITALS

WHEREAS, the Parties executed that certain Biller Order Form effective February 16, 2016;

WHEREAS, the Biller Order Form incorporates by reference that certain Biller Agreement entered into by the Parties effective February 16, 2016 (the Biller Order Form and Biller Agreement collectively comprising the "Invoice Cloud Service Agreement");

WHEREAS, per the terms of the Biller Agreement, the Invoice Cloud Service Agreement will automatically renew for an additional two-year Renewal Term commencing on February 16, 2022;

WHEREAS, the Parties now desire to establish a fixed end date for the Invoice Cloud Service Agreement and to modify the fees and terms therein; and

WHEREAS, to that end, the Parties desire to amend the Invoice Cloud Service Agreement as set forth below.

NOW THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **AMENDMENT OF INVOICE CLOUD SERVICE AGREEMENT.**

This Amendment hereby amends and revises the Invoice Cloud Service Agreement to incorporate the terms and conditions set forth in this Amendment. The relationship of the Parties shall continue to be governed by the terms of the Invoice Cloud Service Agreement, as amended.

2. **MODIFICATIONS TO BILLER ORDER FORM**. The Biller Order Form is modified as follows:

2.1   **Page 1 and Page 3 of the Biller Order Form** are hereby DELETED in their entirety and REPLACED with the updated terms set forth in Exhibit A attached hereto. The terms

of Exhibit A are hereby incorporated in and made a part of the Invoice Cloud Services Agreement by this reference.

3.   **MODIFICATIONS TO BILLER AGREEMENT.** The Biller Agreement is modified as follows:

    3.1   **Section 6 ("Term and Termination") on page 2 of the Biller Agreement** is hereby DELETED and REPLACED with the following new provision:

        "**6. Term and Termination.** This Agreement shall terminate by its own terms on February 16, 2024. This Agreement may be earlier terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Billing and Renewal section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees."

    3.2   **The Biller Agreement** is hereby AMENDED to ADD the new terms set forth in Exhibit B attached hereto. The terms of Exhibit B are hereby incorporated in and made a part of the Invoice Cloud Services Agreement by this reference.

    3.3   **The Biller Agreement** is hereby AMENDED to ADD the new terms set forth in Exhibit C attached hereto. The terms of Exhibit C are hereby incorporated in and made a part of the Invoice Cloud Services Agreement by this reference.

3.   **GENERAL TERMS.**

    In the event of a conflict between the terms set forth in this Amendment and the terms of the Invoice Cloud Service Agreement, the terms set forth in this Amendment shall control and prevail. Except as set forth in this Amendment, all other terms and conditions of the Invoice Cloud Service Agreement shall remain unmodified. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have, by and through their duly authorized representatives, executed this Amendment to the Biller Order Form and Biller Agreement effective as of the Amendment Date first set forth above.

INVOICE CLOUD, INC.   **THE CITY OF YAKIMA, WASHINGTON**

By: _Robert S. Autor_   By: _____

Name: Robert Autor   Name: _____

Title: COO   Title: _____

Date: 01/18/2022 21:18 UTC   Date: _____

InvoiceCloud™

Exhibit A: Biller Order Form

SALES INFORMATION

IC Sales Rep	Carlyn Altheide		Vertical	Local Gov (Util, Tax, Misc)
Order Date	11/16/2021		Billing Software	Harris - Cayenta

BILLER INFORMATION

Ownership Type	Government	Phone	+1 509-575-6026	Fax
Legal Name	City of Yakima	Website URL	yakimawa.gov	
Address 1	129 North 2nd Street	Bus. Open Date	1886	
Address 2		Federal Tax ID	91-6001293	
City	Yakima	*Federal Tax ID and Legal Name must match on all documents*		
State	WA	ZIP	98901	

BILLER CONTACT

Primary Contact Name	James Dean
Phone	(509) 576-6615
Email Address	james.dean@yakimawa.gov

SIGNING AUTHORITY

Name	Bob Harrison	Title	City Manager
Phone	509.575.6000	Fax	Email Address	bob.harrison@yakimawa.gov

BILLER BANK ACCOUNT (FOR INVOICE CLOUD AND NETWORK FEES, AND AS PROVIDED IN THE BILLER AGREEMENT)

Note: Must include voided business check or bank letter for each unique account

Billing Method	Direct Debit		
Routing #	125000105	Last 4 Acct #	7411

PAYMENT METHODS ACCEPTED

Payment Methods	[American Express] [VISA/Mastercard/Discover] [PayPal] [ACH/EFT]

BILLER PRICING (see Invoice Type Parameter Sheet(s) for invoice-type-specific pricing)*

Description	Interval	Cost Type	Cost
Biller Portal Access Fee	Monthly	Fixed ($)	$0.00
Credit Card - Chargeback Fee Non-Submitter	Per Transaction	Fixed ($)	$10.00
EFT - ACH Reject Fee Non-Submitter	Per Transaction	Fixed ($)	$15.00
PayPal Brands - Chargeback Fee (PayPal Brands)	Per Transaction	Fixed ($)	$10.00
Invoice Presentment For Paperless Customers	Per Transaction	Fixed ($)	$0.25
Online Bank Direct - OBD Access Fee	Monthly	Fixed ($)	$0.00

HARDWARE

Card Reader Type		Quantity		Cost per Reader	
Card Reader				Billing Interval	

Shipping Address (if different than location address)		

DATA RETENTION

Months to Keep	24	*Additional Fees apply if greater than 24 months

IMPLEMENTATION CHARGES

Description	Interval	Cost	
Implementation (per SOW)	One-Time	$0.00 *(WAIVED)*	

NOTES/SPECIAL HANDLING

Payment Method Add-on Requirements: American Express and PayPal Brands
Product Add-on Requirements: AgentConnect (formerly CSRConnect)
Product Change Requirements: Conversion from 3rd party IVR to Invoice Cloud IVRTG platform

This BOF documents pricing changes for the 3-year contract extension.

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET
Invoice Type Parameters must be completed for each invoice type

Invoice Type	Utility		Pricing Model	Non-Submitter	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
18000	18000	18000	18000	18000	18000	18000	18000	18000	18000	18000	18000

Avg CC Transaction $	205.00	Max Invoice $	125000.00	Bill Frequency	Bi-Monthly	Avg. Bills Per Month	18000

PRODUCTS AND SERVICES

Products and Services	[EBPP/SSO] [IVR] [OBD] [AgentConnect]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal		$0.95		Yes
All Payment Sources	ACH/EFT		$0.50		Yes
Online Bank Direct	ACH/EFT		$0.25		Yes
IVR	All Payment Methods		$0.70		Yes
TRANSACTIONAL PRICING EXCEPTIONS					

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment $	Min. Fee (S) per Transaction
All Payment Sources	Credit/Debit/PayPal			$125000.00	
All Payment Sources	ACH/EFT			$125000.00	
SERVICE FEE EXCEPTIONS					

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	125000105	Last 4 Acct #	7411	

NOTES / SPECIAL HANDLING

BILLER ORDER FORM
INVOICE TYPE PARAMETER SHEET
Invoice Type Parameters must be completed for each invoice type

Invoice Type	Miscellaneous Accounts Receivable (MISCAR)	Pricing Model	Non-Submitter	

CURRENT BILLING DETAILS

Please indicate how many bills are sent monthly by placing the bill count for each month below:

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
700	700	700	700	700	700	700	700	700	700	700	700

Avg CC Transaction $	6500.00	Max Invoice $	125000.00	Bill Frequency	Monthly	Avg. Bills Per Month	700

PRODUCTS AND SERVICES

Products and Services	[EBPP/SSO] [IVR]

TRANSACTIONAL PRICING (Paid by Biller)

Payment Source Description	Payment Method	Fee Rate %	Fee Amount $	Additional Fee $	Biller Pays Network Fees
All Payment Sources	Credit/Debit/PayPal		$0.95		Yes
All Payment Sources	ACH/EFT		$0.50		Yes
IVR	All Payment Methods		$0.70		Yes
TRANSACTIONAL PRICING EXCEPTIONS					

SERVICE FEES (Paid by Payer)

Payment Source Description	Payment Method	Fee Amount	Calculation Type	Max Payment $	Min. Fee (S) per Transaction
All Payment Sources	Credit/Debit			$125000.00	
All Payment Sources	ACH/EFT			$125000.00	
SERVICE FEE EXCEPTIONS					

BILLER BANK ACCOUNT (FOR DEPOSITS AND CHARGEBACKS)

Note: must include voided business check or bank letter for each unique account

Routing #	125000105	Last 4 Acct #	7411	

NOTES / SPECIAL HANDLING

Exhibit B
Annex to Biller Terms and Conditions for American Express Processing ("AMEX") ("Annex")

By executing this Annex, **Biller** (the "Biller"), is agreeing to comply with the AMEX Rules as they pertain to Transactions you submit for processing through the Invoice Cloud Services. The Biller has contracted with Invoice Cloud, to obtain AMEX card processing services on the Biller's behalf. This Annex supplements the Biller Agreement Terms and Conditions. All capitalized terms used in this Annex have the same meaning as ascribed in the Biller Agreement Terms and Conditions, unless otherwise defined herein.

1) <u>Settlement</u>
   a. Upon receipt of the Biller's Transactions, AMEX will process the Transactions and facilitate the funds transfer between American Express, the Biller, and Invoice Cloud.
   b. AMEX will provide provisional credit to the Bank Account you designate hereunder under the Funding Schedule.

2) <u>Processing and Payment</u>.

The Biller and Invoice Cloud agree that all Convenience Fee Transactions will be submitted to AMEX under the Biller Agreement, all Transactions will be submitted by Invoice Cloud, Inc. on behalf of the Biller to AMEX, all AMEX processing fees that may apply associated with Transaction shall be paid by Invoice Cloud, all Chargebacks, returns and similar charges will be paid by the Biller, and all fees, for the Convenience Fee Transactions shall be paid by Invoice Cloud. Convenience Fee Transactions will be transferred directly to the bank account designated by Invoice Cloud and settlement funding for Transactions will be transferred to the bank account designated by the biller.

3) <u>Reduction of Payments to Biller</u>

Unless otherwise agreed to by the parties, the proceeds payable to the Biller shall be reduced by all Chargebacks, customer refunds and other applicable charges. Invoice Cloud is hereby authorized to draw from Biller's account for this purpose. If the proceeds payable to the Biller do not represent sufficient credits, or the those proceeds or such account does not have a sufficient balance to pay amounts due from you under these guidelines, Invoice Cloud may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit a Biller bank account for the amount of the negative balance; (iii) withhold settlement payments to the Biller until all amounts are paid,
(iv) delay presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

4) <u>Chargebacks</u>
   a. The Biller may receive a chargeback for a number of reasons. The following are some of the most common reasons for chargebacks,
      i. You do not issue a refund to a customer upon return or non-delivery of service
      ii. An authorization/approval code was required and not obtained
      iii. The transaction was fraudulent
      iv. The customer disputes the card sale
      v. The customer refuses to make payment for a card sale because in the customer's good faith opinion, a claim or complaint has not been resolved or has been resolved by you but in an unsatisfactory manner.
   b. Chargebacks and the Biller's Responsibility
      i. The Biller is fully responsible for any and all chargebacks related to their AMEX account(s).
      ii. Upon a Chargeback, AMEX will automatically deduct the amount of the chargeback from the Invoice Cloud, Inc's bank account.
      iii. The Biller hereby gives permission for Invoice Cloud to withdraw the chargeback amount from the biller's bank account, described in section 6 of this Annex, within 24 hours of the chargeback being deducted from Invoice Cloud's bank account by AMEX.

5) <u>Data Security and Privacy</u>

By signing below, the Biller represents that they do not have access to any Card Information data and you as the Biller will not request such Card information from Invoice Cloud. In the event Card Information in connection with the processing services provided by Invoice Cloud or AMEX under these guidelines, Biller agrees not use it for any fraudulent purpose or in violation of any AMEX or applicable law and the Biller will comply with all applicable AMEX Rules. If at any time you the Biller believe that Card Information has been compromised, you the Biller must notify AMEX and InvoiceCloud promptly and assist in providing notification to the proper parties. You as the Biller must ensure your compliance. You as the Biller may not use any Card Information other than for the sole purpose of

completing the Transaction authorized by the payer for which the information was provided to you.

6) Funding Schedule

In order to receive funds from AMEX you must maintain a bank account that is a member of the Automated Clearing House System and the Federal Reserve wire system. You must designate a bank account for the deposit and settlement of funds and the debit of any fees and costs associated with processing of Transactions. The deposits will come from AMEX and any fess and chargebacks drafted by Invoice Cloud. Biller is hereby authorizing AMEX to initiate electronic credit entries to your bank account. The biller is also authorizing Invoice Cloud, to make initiate any necessary debits and adjustments to the said Biller's bank account. In the event of the said Biller's failure you shall not sell, transfer or disclose any transactional or credit card information to third parties.

    a.   If otherwise agreed to by Amex, the said Biller and Invoice Cloud, the proceeds payable to the bank account shall be equal to the amounts received by AMEX in respect of your Card transactions.

    b.   Invoice Cloud shall use the bank account listed below to draft account when and if required as outlined in this Annex.

Name of Bank: _____   Account Name: _____

ABA Routing NO: _____   Account NO: _____

1)   Definitions

"**Card**" is an account, or evidence of an account, authorized and established between a customer and AMEX payment for a good or service. "**Chargeback**" is a reversal of a Transaction you previously presented to Amex and/or Invoice Cloud pursuant to Payment Brand Rules. "**Transaction**" is a transaction conducted between a customer and Biller and/or Invoice Cloud utilizing a Card in which consideration is exchanged between the customer and Biller and/or Invoice Cloud. hereunder.
"**Convenience Fee Transaction**" is transactions representing a charge to a Customer's Card for the convenience of using the payment channel offered by Biller and Invoice Cloud.
"Card Information" is information related to a Customer or a Customer's Card that is obtained by the Biller or Invoice Cloud from the Customer's Card or from the Customer in connection with his or her use of a card. The card information could include, the Card account number, the Card expiration date, the customer's name or date of birth, the PIN data, the security code data and any other data read, scanned imprinted or otherwise obtained from the payment instrument.

Agreed and Accepted By:

Merchant Legal Name: _City of Yakima_____

Printed Name: _____

Title: _____

Signature: _____

Email Address: _____

Phone: _____

Address: _____

Date: _____

Agreed and Accepted By:

INVOICE CLOUD, INC.

Printed Name and Title: _Robert S. Autor, COO_

Signature: _Robert S. Autor_____

Date: _01/18/2022 21:18 UTC_____

Address: _30 Braintree Hill Office Park, Suite 303_

    Braintree, MA 02184

Exhibit C
PayPal Processing Services Agreement

This PayPal Processing Services Agreement (this "Agreement") is between PayPal, a Delaware corporation whose address is 2211 North First Street, San Jose, CA 95131 and you, the entity who entersinto this Agreement, and governs your use of the services provided by PayPal on or through Invoice Cloud ("Invoice Cloud") to enable you to accept bill payments from your customers. This Agreement is effective as of the date you accept this Agreement in writing or online. You agree to the terms and conditions of this Agreement. You agree that PayPal may amend this agreement by arranging with Invoice Cloud to provide you with notice of amended terms and by posting a revised version on our website. You appoint Invoice Cloud as your agent for purposes of receiving notice of amendments to this Agreement and your use of the Services after the effective date of the posted amendment shall constituteacceptance of such amendment.

This Agreement includes and incorporates by reference the Commercial Entity Agreements which arerequired by the card networks so that you may accept [Visa and MasterCard](#) and Discover card payments.

1. **PayPal Processing Services.** "PayPal Processing Services" or the "Services" means the payment processing services offered by PayPal and solely through Invoice Cloud which provide you with the ability to accept PayPal payments, ACH/E-Check, credit cards, debit cards and other payment types for bill payments from your customers, as applicable per your agreement with Invoice Cloud.

2. **Invoice Cloud Services.** Invoice Cloud may provide certain services to you in relation to the PayPalProcessing Services, including pricing for the services. The services provided by Invoice Cloud are governed by your agreement with Invoice Cloud and are not provided by PayPal.

3. **Indirect Processing Transaction Volume.** "Indirect Processing Transaction Volume" refers to fundsfrom payments processed by payment processing services other than PayPal, in each case under a direct agreement you and Invoice Cloud have with each such third party payment processing service provider and which you have instructed to settle funds to PayPal on your behalf.

Settlement Account and Payouts. PayPal will arrange to settle payment processing funds including Indirect Processing Transaction Volume to the bank account that you designate to Invoice Cloud and as provided to us by Invoice Cloud (the "Settlement Account") and on a schedule communicated to us by Invoice Cloud, net of any amounts owed to Invoice Cloud (including for fees and/or invalidated payments (described below). You agree that we may debit your Settlement Account for the applicable amounts, and/or setoff the applicable amounts against future payouts. Payouts to your Settlement Account, including timing thereof, will be in accordance with terms and conditions established by, andcommunicated to you by, Invoice Cloud.

4. **Compliance with Applicable Laws.** You must use the Services in a lawful manner, and must obey alllaws, rules, and regulations ("Laws") applicable to your use of the Services and to transactions and comply with any rule, guideline, or bylaw of any of the card networks (e.g., Visa, Mastercard, American Express and Discover) or of the Platform.

5. **Liability for Invalidated Payments.** You are liable for all claims, expenses, fines and liabilities we incur arising out of: a. a chargeback, refund, over-payment, payment error, or other invalidated payment youcause ("Invalidated Payment"); b. any error, negligence, misconduct or fraud by you, your employees, or someone acting on your behalf; and c. any losses resulting from your failure to comply with the terms of this Agreement, or your usage of the PayPal Processing Services. Notwithstanding any other provision inthis Agreement, PayPal is not liable for any losses resulting from the settlement and payout of the IndirectProcessing Transaction Volume in accordance with Invoice Cloud's direction.

6. Taxes. You are solely responsible for and obligated to pay any and all taxes, fees and other charges imposed by any governmental authority ("Taxes"), including any value added tax, goods and services tax,provincial sales tax and/or harmonized sales tax on the Services provided under this Agreement. If you are tax-exempt, you may be asked to provide us with an original certificate, or other evidence of tax exemption, that satisfies applicable legal requirements attesting to your tax-exempt status

7. Term and Termination. The term of this Agreement shall commence as of the earlier of the date you accept this Agreement online or you begin using the PayPal Processing Services through Invoice Cloud and shall continue for as long as you are enabled to use the PayPal Processing Services through InvoiceCloud. After permitted termination by either party, you shall no longer have access to, and shall cease alluse of the PayPal Processing Services. Any termination of this Agreement does not relieve you of any obligations to pay any fees, costs, penalties, chargebacks or any other amounts owed by you to us as provided under this Agreement, whether accrued prior to or after termination.

8. Notices. Any notices required by this Agreement will be provided to you by Invoice Cloud on our behalf. Electronic notices and disclosures will have the same meaning and effect as if we had providedyou with a paper copy. Any notices to PayPal shall be considered valid only if sent by postal mail to PayPal, Inc., Attn: Legal Department, 2211 North First Street, San Jose, CA 95131.

Governing Law and Venue. The laws of the State of California, without regard to principles of conflict of laws, will govern this Agreement and any claim or dispute that has arisen or may arise between the parties. The parties agree that any dispute arising from this Agreement will be resolved in a court ofcompetent jurisdiction in (a) Santa Clara County, California if PayPal is the defendant, or (b) the county where your business is headquartered if you are the defendant.

9. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the partiesin respect to the subject matter contained herein, and supersedes all prior agreements, promises, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party. This Agreement shall be binding upon and shall inure only to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement is intended to confer or shall be deemed to confer upon any persons or entities not parties tothis Agreement, any rights or remedies under or by reason of this Agreement.

CITY OF YAKIMA

By: _____

Name: _____

Title: _____

Date: _____

formstack sign 🔒Document Completion Certificate

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Document Reference    : 6c14b910-195d-487e-a541-0693d7d2169a
Document Title        : Yakima 2-Year Contract Renewal
Document Region       : Northern Virginia
Sender Name           : Carlyn Altheide
Sender Email          : caltheide@invoicecloud.com
Total Document Pages  : 11
Secondary Security    : Not Required
Participants
```

 1. Robert S. Autor (rautor@invoicecloud.com)

Document History

Timestamp	Description
01/18/2022 13:17PM PST	Document sent by Carlyn Altheide (caltheide@invoicecloud.com).
01/18/2022 13:17PM PST	Email sent to Robert Autor (rautor@invoicecloud.com).
01/18/2022 13:17PM PST	Email sent to Carlyn Altheide (caltheide@invoicecloud.com).
01/18/2022 13:17PM PST	Document viewed by Robert Autor (rautor@invoicecloud.com). 73.56.162.62 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/97.0.4692.71 Safari/537.36
01/18/2022 13:18PM PST	Robert S. Autor (rautor@invoicecloud.com) has agreed to terms of service and to do business electronically with Carlyn Altheide (caltheide@invoicecloud.com). 73.56.162.62 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/97.0.4692.71 Safari/537.36
01/18/2022 13:18PM PST	Signed by Robert S. Autor (rautor@invoicecloud.com). 73.56.162.62 Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/97.0.4692.71 Safari/537.36
01/18/2022 13:18PM PST	Document copy sent to Robert S. Autor (rautor@invoicecloud.com).