

**PROMOTION ATTACHMENT**  
**to**  
**Master Services Agreement for**  
**TurboTax for Online Banking Promotion**

This Promotion Attachment ("Attachment") is made a part of the Master Services Agreement, Renewal Master Services Agreement, Internet Services Agreement, Service Agreement, Master Services Agreement (LT), License and Maintenance Agreement or other contract containing the standard terms and conditions that govern the provision of Digital Insight services (hereinafter referred to as the "Master Services Agreement") between you (hereafter known as "Customer") and Digital Insight Corporation, an Intuit Company ("Digital Insight" or "Sponsor").

This Attachment governs a promotion entitled "TurboTax for Online Banking," hereafter known as "Promotion," as detailed at <http://diciientgateway.com/grs/tob>.

**1. Promotion Details**

1.1 Prerequisites. In order to participate in the Promotion, Customer must:

- (a) use Digital Insight's Internet Banking prompt for TurboTax
- (c) agree to leave the graphic on the prompt for the Promotion Period (defined below);
- (d) place, or permit Digital Insight to place, up to three web banners specific to this Promotion on Customer's Internet Banking site.

1.2 Promotion Elements. Digital Insight will provide Customer with:

- (b) a fully-functional online Promotion microsite
- (c) banner ads for use on Customer's Web site and within Internet Banking;
- (d) Promotion-specific Internet Banking prompts;
- (e) Promotion implementation timeline;
- (f) artwork for a direct mail postcard and additional print materials
- (g) optional email campaign

1.3 Promotion Period

December 1, 2009 – April 15, 2010

**2. Other Terms and Conditions**

2.1 Responsibility for Success of the Promotion. Digital Insight makes no guarantee, express or implied, as to the success of any marketing promotions, including the Promotion, implemented by Digital Insight or implemented by or on behalf of Customer. Digital Insight shall not be liable for any results of any marketing promotions, including the Promotion. ALL MATERIALS ARE PROVIDED BY DIGITAL INSIGHT "AS IS" AND "WHERE IS". DIGITAL INSIGHT, ON BEHALF OF ITSELF AND ANY THIRD PARTY VENDORS PROVIDING MATERIALS OR PORTIONS THEREOF HEREUNDER, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY AND FITNESS FOR A PARTICULAR PURPOSE AS TO THE MATERIALS PROVIDED UNDER THIS AGREEMENT. NO INDEMNITY OBLIGATIONS OF DIGITAL INSIGHT SET FORTH IN THE MASTER AGREEMENT SHALL APPLY TO THE PROMOTION OR ANY MATERIALS ASSOCIATED WITH THE PROMOTION.

2.2 Responsibility for Quality of End Product. As part of this Promotion, Digital Insight shall prepare creative materials for use by Customer, as more specifically outlined in Section 1.2 above. Digital Insight has further prepared specific directions and procedures which accompany the materials to assist the Customer in promoting and otherwise effectuating the use and dispersal of the marketing material provided. The Customer agrees to follow the directions and procedures accompanying the Materials and is solely responsible for doing same.

2.3 Fees and Expenses. There are no fees associated with participating in this Promotion. Except as expressly set forth herein or otherwise agreed to in a writing signed by the parties, Customer shall be solely responsible for any and all expenses it incurs in the execution of the Promotion.

2.4 Intellectual Property. Digital Insight reserves all rights, including, but not limited to, all copyrights, in and to all marketing materials and other works of authorship provided hereunder (collectively, the "Materials"). Except as otherwise expressly permitted in writing by Digital Insight, Customer may not reproduce or copy the Materials for purposes other than marketing the Promotion, as directed by Section 1.2 above. Any Materials delivered to Customer in tangible or electronic form shall be used and, if applicable, reproduced by Customer in accordance with Section 1.2 above, only in connection with

Customer's participation in the Promotion, during the Term. Further, Customer may not modify any of the Materials (other than reproducing them in approved formats) or Terms and Conditions of this Promotion without Digital Insight's prior written consent. Customer may not create any additional Materials for the Promotion.

2.5 Case Study/Publicity. Participating Customer agrees to allow Digital Insight to create a case study, press release or news story about the Promotion or about the results that a participating Customer achieved as a result of the campaign, subject to Customer's prior written consent and approval of such material. Digital Insight also reserves the right to post the story on its corporate website and reserves the right to pitch the story to the media. Participating Customers will provide a press contact in the event that media pitch leads to an interview. Digital Insight further must review and approve in writing any case studies, press releases or news stories or other materials developed by a participating Customer as it relates to the Promotion or about the results that the participating Customer achieved as a result of the Promotion.

2.6 Regulatory Compliance; Privacy of End Users. Customer shall be solely responsible for compliance with all state and federal laws and regulations governing Customer and providing any and all disclosures to End Users and potential End Users and all required reports to governmental authorities. Customer shall be solely responsible for compliance with any and all laws, regulations and policies related to access to and use of End User personal information.

2.7 Consumer Inquiries. Customer shall be responsible for accepting and responding to any communication initiated by consumers ("Consumer Inquiries") arising out of Customer's participation in the Promotion. Before responding Customer should consult the Promotion FAQs found on the Program site at <http://diciientgateway.com/q3summary>.

2.8 Term of Promotion. The Promotion begins on December 1, 2009 at 12:00 a.m. Eastern Time ("ET") and ends on April 15, 2010 at 11:59 p.m. ET (the "Promotion Period"). Customer must consent to this Agreement online on or before the close of business on November 25, 2009 so that Digital Insight can furnish Customer with the Promotion elements on or before the launch of the Promotion. If Customer consents to this Agreement by registering to participate in this promotion and later must cancel, Customer must do so prior to 5:00 p.m. ET on November 25, 2009.

2.9 Customer may participate in one initiative at a time. Scheduled campaigns will take precedence over streaming campaigns. Subject to change depending on promotion content.

2.10 Publishing Software. Customer shall have purchased separately the appropriate publishing software or shall utilize a printer who has separately purchased the software in order to reproduce any of the creative print materials Customer desires to use. Reproduction of creative materials by Customer is not required for participation in the Promotion.

2.11 Production. Customer is responsible for production, printing, mailing and any other production costs associated with the Promotion, for any Promotion elements Customer chooses to use.

2.12 Timing. To optimize End User participation in the Promotion, Customer must offer the Promotion only during the prescribed term.

2.13 Accepting Promotion Agreement. CUSTOMER ACKNOWLEDGES THAT BY OPTING TO PARTICIPATE IN THE PROMOTION, CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED HEREIN **AND MAY NOT CANCEL THIS CONTRACT OR THE PROMOTION AFTER THE PROMOTION HAS LAUNCHED TO CUSTOMER'S END USERS FOR ANY REASON WHATSOEVER, EXCEPT IF REQUIRED BY LAW.** FURTHERMORE, THE CUSTOMER REPRESENTATIVE ACCEPTING THIS ATTACHMENT REPRESENTS THAT S/HE POSSESSES THE REQUISITE AUTHORITY TO ACCEPT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

2.14 Affiliation & Trademarks. 'Digital Insight, an Intuit company' is the registered trademark of Intuit Inc.

2.15 Changes to Terms of Promotion. If changes to this Agreement are required, financial institution will be informed via email correspondence prior to promotion launch.

For questions concerning the Promotion as outlined within this Attachment please contact Digital Insight's Growth and Retention Services (GRS) by e-mail at [grs@digitalinsight.com](mailto:grs@digitalinsight.com) or by telephone at (877) 925-3446.