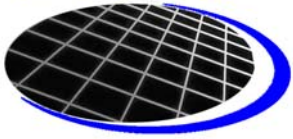


# FORMS design



Integrating Forms for Credit Unions

Forms Automation  
Software for the  
Ultradata® System

Thermal Receipt Printers  
and Supplies

Signature Pads

Laser Check Printers

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Rockford, MI 49341

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## Dear Credit Union Official:

Thank you for the opportunity to work with you on your Ultradata forms. We have extensive knowledge in the Ultradata system and the forms conversion process so we'd like to take some time here to discuss how the process works. Included are the Agreement and the Maintenance Contract. You will need to sign both and fax us a copy of each.

### **Project Overview**

In about 30 days or less, you will receive a file from us that has your new forms included. We will email you the file and make it easy for you to install. You simply double click on the attachment and it will self-install on your PC only. You will want to test these forms and make sure they print fine and look great. Since each form is custom written, you will want to spend some time checking the data linking to make sure it is working the way you want. We anticipate that you will want to make changes to your forms and the support for those changes is included.

### **User Defined Fields**

The forms are developed in Microsoft Access. Ultradata has built several different tables in Access that allows us to draw information from your host system to populate the forms. *Not all of the information that you see on your screen is available to be data linked to the form.* This is especially true in FSP Front Office. When we find that you need more control over a variable on the form, we will insert a user-defined field for you. For example, on a Settlement Statement for real estate lending, you may desire to have all of the fields defined for the amounts and whom to pay. We place user defined fields in each of these variables to give you total control over the form's content.

### **Form Sets**

Ultradata has created the ability to put forms into sets. These sets can subdivide your forms into the appropriate heading and pick only the forms needed for each document set. For example, you may have a document set called "Lease Vehicles" and want to only place the Loan Application, the Loan Disclosure, the Insurance Application and Certificate and a GAP form. When the loan officer clicks on the document set "Lease Vehicles" only those forms are available to print, thus making it easier to choose. Please let us know what Form sets you'd like and how you want them named and what forms to include. Check our website for examples of document sets.

### **Printing**

We design each form to print to the loan officer's default printer. Each form will print in the size received from the 3<sup>rd</sup> party supplier, i.e. 8.5" X 11" (letter) or 8.5" X 14" (legal). By default, we assume that the letter size is your default tray and the legal size is your lower or manual feed tray. We will also program each form to print duplex unless otherwise specified by you. If your printer does not support duplex printing, then single sided printing will occur.

### **Copyrighted Forms**

We need to make sure that you understand that your credit union holds the responsibility for all the copyrighted forms from 3<sup>rd</sup> party vendors, such as CU Documents, Inc., CUNA Mutual, Wolters Kluwer or any other vendor. We have no way of knowing if you have a contract with these folks or if your desired changes have been approved. Therefore, we have written specific language in our contract that puts the burden of any possible copyright violation on you. Please make sure you have any forms and changes approved by the 3<sup>rd</sup> party vendor. Once you are satisfied with your new forms, you will want to send a copy of them to your vendor so they can audit them for accuracy. If you have any questions, please feel free to contact us.

Here is a list of items we need to begin your electronic forms conversion:

- A signed copy of the maintenance contract and agreement faxed to us.
- The original forms that you wish to be programmed. If you are ordering your forms from CUNA Mutual, let them know that Forms Design, Inc. will be your integrator and they will deliver your forms directly to us.
- Your ALPSFORM.ACCB file &/or your FOFORM.ACCB file. Please refer to our website for details on how to get these to us.
- A bitmap image of your credit union logo. Usually, your marketing department has these.

If you have any questions, please feel free to contact us either via email or phone. We look forward to working with you!

To automatically fill in the following forms, move your mouse into the boxes and type in the information.

Credit Union Name:

Your Name:

Your Title:

Today's Date:

(Format: mm/dd/yy)

Please PRINT this form using your browser's print icon.

**Discard this copy after you print.**

# FORMS DESIGN, INC.

## Forms Maintenance Agreement

Between: Forms Design, Inc. &

Credit Union Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Forms Design, Inc. will maintain \_\_\_\_\_ Credit Union's (herein "Credit Union") forms during the maintenance period. The maintenance period begins on the date of this agreement and ends on the next December 31 of the same year. This agreement will automatically renew on the next January 1 for a period of one year. Either party may cancel this agreement at any time for any reason. No refund will be given for any remaining term.

During the maintenance period, Forms Design, Inc. will provide the following services:

- **Provide reasonable changes to any forms\* as needed by Credit Union.** Reasonable is defined as up to 25% of the content of the form. Form change requests involving greater than 25% of the form content will require an additional negotiated fee between the Credit Union and Forms Design, Inc.
- **Provide disaster recovery services of the forms file.** In the event your file becomes corrupt or deleted, we will provide you with our latest version of your forms file. You may be required to upgrade the version to your newest version release.
- **Maintain your entire forms database for any upgrades, enhancements, or changes.** This includes any changes to your forms database during a conversion, if required. Please notify us of any upcoming conversions so that we may assist your information technology employees, if necessary. We will only cover forms that we create.
- **Let you know of any changes that we hear of from your compliance council.** You may want to let your forms vendor know that Forms Design, Inc. is your forms integrator so they can pass any regulatory changes on to us for file updates.

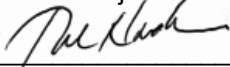
### Details

*The maintenance plan is prorated for the first year from the month you sign up until December 31 then annualized on the subsequent January. Billing for the year is in January. You may cancel the plan at any time, but no refunds will be given. Any requested changes to forms that exceed 25% of the content will require a negotiated fee between Forms Design, Inc. and the Credit Union. \$50 per month late fee for any past due invoices.*

*Pricing is based on the number of forms in your combined libraries (both FO and ALPs). For CUs with 1 - 4 forms, the price is \$30/mo. 5 - 25 forms is \$150/mo, 26 - 50 forms is \$200/mo, 51 - 100 forms is \$250/mo, 101 - 150 forms is \$300/mo, and for CUs with 151 on up, the price is \$350/mo.*

*\*The Credit Union is responsible to obtain written approval from the copyright holder before Forms Design can make modifications to copyrighted forms.*

The fee for these services is outlined above, billed annually and payable in advance. Prices for products, services and support are subject to change without notice.

  
\_\_\_\_\_  
Tal Novak, Forms Design, Inc.

\_\_\_\_\_  
Via Web  
Date

\_\_\_\_\_  
Authorized Signer on behalf of  
Credit Union

\_\_\_\_\_  
Date

# FORMS DESIGN, INC.

## AGREEMENT

This Agreement is between Forms Design, Inc. and \_\_\_\_\_ Credit Union (herein referred to as "Credit Union").

Credit Union acknowledges and agrees that all rights, title and interest in and to Forms Design, Inc. software and the method and design used to create Forms Design, Inc. contracted software, shall belong to Forms Design, Inc. and that only rights thereto shall be explicitly stated herein. Forms Design, Inc. has and reserves the exclusive, worldwide rights in perpetuity to protect Forms Design, Inc. software. Credit Union acknowledges that title to the media upon which Forms Design, Inc. software is supplied remains with Forms Design, Inc. Credit Union shall not reverse engineer, decompile or in any other manner disassemble Forms Design, Inc. software. Credit Union shall not, either directly or indirectly alter, revise, enhance, customize or otherwise change or modify Forms Design, Inc. software or any part thereof without Forms Design, Inc.'s prior written consent, which such consent would be withheld in the sole and absolute discretion of Forms Design, Inc. In the event such consent is given, Credit Union shall deliver to Forms Design, Inc., all such alterations, revisions, enhancements, customizations changes or modifications and an assignment of all copyright or other intellectual property interest and waiver of any moral right that the Credit Union or any other person may have in same.

All documentation and information, including without limitations, design, presentations, trade secrets, customer lists, drawings, source code, techniques, algorithms, processes and technical and marketing information which is supplied by Forms Design, Inc. to the Credit Union in connection with the Agreement is hereby deemed to be proprietary to Forms Design, Inc. and shall be held in trust and confidence for, and on behalf of, Forms Design, Inc. and by Credit Union and its employees, distributors and contractors and shall not be disclosed by Credit Union or used by Credit Union for any purpose other than as strictly permitted by Forms Design, Inc. by prior written consent. Credit Union acknowledges that the software provided by Forms Design, Inc. is provided "as is", without warranty of any kind, express or implied, including without limitation the warranties of performance, merchantability, and fitness for a particular purpose. Credit Union's exclusive remedy and Forms Design, Inc.'s entire liability hereunder, if any, for any claim(s) for damages relating to the software which are made against Forms Design, Inc., whether based in contract or negligence shall be limited to the amount of fees paid by the Credit Union for the software during the current year. Forms Design, Inc. shall have no liability whatsoever to the Credit Union for any claim(s) relating in any way to any lost profits, business interruptions, loss of business revenue, or any other consequential, exemplary, incidental, indirect or special damages relating in whole or in part to the Credit Union rights hereunder or use of, or inability to use the forms, even if Forms Design, Inc. has been advised of the possibility of such damages. Credit Union assumes all responsibility to verify the accuracy and compliance of all forms produced by Forms Design, Inc., including the accuracy of the data links and wording therein. Upon receipt of the forms, Credit Union releases Forms Design, Inc. of any liability due to discrepancies. This agreement is retroactive and applies to all forms produced by Forms Design, Inc.

Credit Union acknowledges that Forms Design, Inc. does not warrant any type of compliance for manufactured forms. Credit Union holds Forms Design, Inc. harmless for any modifications, additions or deletions to any 3rd party compliant or noncompliant form, whether licensed or unlicensed by said 3rd party. Credit Union further ensures Forms Design, Inc. that any modifications, additions or deletions to any 3rd party form will be approved by said 3rd party for any copyright violations. Credit Union warrants to Forms Design, Inc. that they have entered into an agreement with said 3rd party supplier and have the necessary licenses to reproduce their forms.

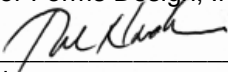
Credit Union shall not transmit, maintain, remanufacture or duplicate all, or any part of the Confidential Information except in accordance with the prior written consent of Forms Design, Inc. Credit Union shall be directly liable for the acts or omissions of its employees and distributors with respect to such confidentiality obligations. Credit Union agrees to protect the Confidential Information with at least the same care it uses to protect its own trade secrets and proprietary information.

For Credit Union.

\_\_\_\_\_  
Acceptance by Signature                      Date

\_\_\_\_\_  
Name (Please Print)                              Title

For Forms Design, Inc.

  
\_\_\_\_\_  
Signature    Date

**Tal Novak**    **President**  
\_\_\_\_\_  
Name (Please Print)                                      Title