



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street - Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

February 9, 2024

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a contract with Bank of America NA (Vendor #177856), Charlotte, NC, in an amount up to and not to exceed \$100,000,000 for Merchant Card Processing, with the option to renew for up to three (3) additional years, effective upon Governor and Executive Council approval through June 30, 2032.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

The purpose of this request is to obtain authority to enter into a contract with Bank of America NA, to provide Merchant Card Processing. DAS, through the Division of Procurement and Support Services, issued Request for Proposal (RFP) 2630-23 on November 22, 2022, with responses due on January 23, 2023. This RFP reached 156 vendors through the NIGP electronic sourcing platform with an additional 32 sourced directly. DAS received nine (9) responses, one (1) of which was non-compliant. The eight (8) compliant proposals that were evaluated were from Bank of America NA; Citizens Bank Merchant Services with WorldPay, LLC; First Data Merchant Services, LLC (a subsidiary of Fiserv, Inc.) (later herein FDMS); JPMorgan Chase Bank NA Paymentech LLC; Municipal Services Bureau (MSB); NCR Payment Solutions, LLC; Tyler Technologies Inc.; and WorldPay, LLC with Value Payment Systems (a division of Catalis Payments, LLC).

The Scoring of the Proposal was based on the combined score of the Financial (50%) and Technical (50%) components. The evaluation team consisted of the following members: Technical Team: Donald Daley, DAS Merchant Card Services Administrator, Steve Lavoie, DOS Assistant Commissioner, Susan Carlson, DES Chief Operations Officer, Eric Marsh, NHLC Comptroller Financial Reporting, Paul Danielson, DNCR Audit Manager, Cindy Dotlich, DoIT Agency Software Division Manager, Ron Reed, DoIT IT Manager Department of Safety, Mike Therrien, DoIT IT Manager Liquor Commission, Barbara Nelson, DoIT. Commercial

Team: Gary Lunetta, DAS Director Division of Procurement & Support Services, Mathew Stanton, Deputy Director Division of Procurement & Support Services, Richard Bowen, Treasury, Assistant State Treasurer. The Technical and Commercial evaluation teams met separately. Bank of America NA was selected on the strength of its proposal, tie for first in Commercial scoring and second in Technical scoring.

Upon approval, Bank of America NA will provide merchant card processing services to state agencies, allowing them to continue accepting credit cards and electronic checks for payment of taxes, fees, licenses, retail sales, online transactions, etc. The contract will also provide point of sale devices and, optionally, gift card services. Currently agencies who require merchant credit card processing services utilize three (3) contracts with different providers to meet their respective needs. There are currently sixteen (16) agencies participating in the three (3) statewide contracts: DES, DOS, DHHS, SOS divisions are on two separate contracts including LexisNexis. Fish & Game is with FDMS. The remaining eleven (11) agencies are with JPMorgan Chase.

The State of New Hampshire is the merchant of record for credit card sales of approximately \$650,000,000 consisting of over 8,000,000 transactions year over year. The requested price limitation of \$100,000,000 is adequate to account for all fees including interchange, processing, other ancillary fees, and anticipated expansion of agency participation.

The purpose for this long-term statewide contract is to consolidate State agencies to a single merchant card processor who will be familiar with the overall requirements and needs of the State and its citizen customers. It will also provide a single source for financial reporting and reconciliation for current State agency users, as well as serving future agencies and divisions that will be adding credit card payment services. The DAS has identified additional agencies that are in the preliminary stages of implementing merchant credit card processing services including but not limited to Banking Commission, the Department of Insurance, the Department Business and Economic Affairs, NH Hospital, etc.

Department leadership from the DAS and the DoIT worked over the course of several months to evaluate the best path forward to consolidate the State's merchant credit card processing systems considering the up and down sides of procuring a new provider vs. maintaining the current state of leveraging several contracts. Among the factors that DAS and DoIT evaluated were administrative cost associated with the management of three contract providers, critical outage remediation, network security, PCI compliance, and centralized dashboard infrastructure, etc.

After weighing all these factors, DAS and DoIT determined it is in the best interest of the State of New Hampshire to request approval of this contract with Bank of America NA. Approval of this contract will facilitate migration of agency users to a single platform, upgrade the State's business processes and financial reporting, and support new technology advancements including access to online retail solutions.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Based on the foregoing, I am respectfully recommending approval of the contract with Bank of America NA.

Respectfully submitted,

Catherine A. Keane
for

Charles M. Arlinghaus
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

February 9, 2024

Charles M. Arlinghaus, Commissioner
Department of Administrative Services
State of New Hampshire
25 Capitol Street – Room 100
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Bank of America NA, as described below and referenced as DoIT No. 2024-090.

The purpose of this request is to provide merchant card processing services to state agencies, allowing them to continue accepting credit cards and electronic checks for payment of taxes, fees, licenses, retail sales, online transactions, etc.

The Total Price Limitation shall be \$100,000,000 effective upon Governor and Executive Council approval through June 30, 2032.

A copy of this letter must accompany the Department of Administrative Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-090

cc: Rebecca Bolton, IT Manager



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFP 2630-23 Summary

RFP 2630-23 Merchant Card Processing and Validated P2PE Solution Services

Category	Max Points	Bank of America	CBMS Worldpay	Fiserv	JPMorgan Chase	MSB Navient	NCR	Tyler	Worldpay VPS	Freedom Pay
TECHNICAL										
Executive Summary	9.0	8.0	5.9	8.8	7.7	6.0	5.9	7.9	5.1	0.0
Experience/Customer Base	8.0	7.1	5.4	7.8	7.1	4.9	5.8	6.3	4.8	0.0
Financial	8.0	6.6	4.8	7.7	6.9	4.8	5.3	7.1	4.2	0.0
Technical Capabilities	6.5	5.6	4.2	6.2	5.2	4.2	3.7	5.4	4.2	0.0
Transition/Implementation	6.5	5.7	4.1	6.2	5.4	3.9	3.9	5.4	3.8	0.0
Security - PCI Compliance	6.0	5.7	4.4	5.9	5.4	4.4	4.2	5.7	4.3	0.0
Support & Performance	6.0	5.6	3.7	5.6	4.9	3.6	3.6	4.8	3.7	0.0
Technical Proposal Total	50.0	44.3	32.5	48.2	42.6	31.8	32.4	42.6	30.1	0.0
COMMERCIAL										
Merchant Card Processing	28.0	27.0	28.0	10.0	9.0	3.0	13.0	1.0	9.0	0.0
Validated P2PE Solutions	7.0	3.0	5.0	3.0	0.0	1.0	6.0	4.0	5.0	0.0
Value Added Services	15.0	12.0	9.0	11.0	9.0	7.0	6.0	10.0	11.0	0.0
Commercial Proposal Total	50.0	42.0	42.0	24.0	18.0	11.0	25.0	15.0	25.0	0.0
TOTAL SCORE	100.0	86.3	74.5	72.2	60.6	42.8	57.4	57.6	55.1	0.0

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential, or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

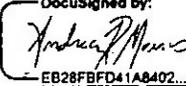
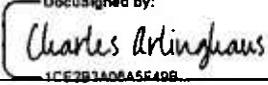
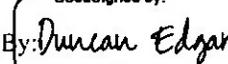
FORM NUMBER P-37 (version 2/23/2023)

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Bank of America, N.A.		1.4 Contractor Address 100 North Tryon Street Charlotte, NC 28255	
1.5 Contractor Phone Number 404-967-4244	1.6 Account Unit and Class Various	1.7 Completion Date June 30, 2032	1.8 Price Limitation \$100,000,000
1.9 Contracting Officer for State Agency Gary Lunetta		1.10 State Agency Telephone Number 603-271-2201	
1.11 Contractor Signature DocuSigned by:  EB28FBFD41A8402... Date: 2/9/2024		1.12 Name and Title of Contractor Signatory Andrea R Morris SVP	
1.13 State Agency Signature DocuSigned by:  1CE293AD6A5F40B... Date: 2/9/2024		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  FE14834F25F24F6... On: 2/9/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED.

The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages Contractor identified in block 1.3 to perform, and the Contractor shall perform or otherwise make available the Merchant Services and Ancillary Services as described in this Contract (collectively, the "Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Contract to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Contract, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Contract, unless no such approval is required, in which case the Contract shall become effective on the date the Contract is signed by the State ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Contract does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

4. CONDITIONAL NATURE OF AGREEMENT.

In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Contract and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall immediately notify the Contractor and, to the extent required by Applicable Law and subject to the State's compliance with Section 5.3, the State may: (a) withhold payment until such funds become available, if ever, or (b) shall have the right to reduce or terminate the Services under this Contract immediately upon giving the Contractor notice of such reduction or termination. Notwithstanding anything to the contrary in this Contract or otherwise, any payment obligations incurred by a Merchant prior to the State exercising its rights under subsection (a) and (b) shall remain due and outstanding and the Contractor may exercise any rights or remedies under this Contract or in law to collect such payment obligations. In no event shall the Contractor be required to continue providing or performing any Services in the event the State exercises any of its rights under this Section 4.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Subject to Section 5.3, in no event shall the total of all payments authorized, or actually made hereunder, exceed the price limitation set forth in block 1.8 (the "Price Limitation"). Without limiting any other provision herein, including Section 5.3, all Fees incurred by the Contractor in the performance hereof are subject to the Price Limitation and shall be the only and the complete compensation to

the Contractor for the Merchant Service Fees. For the avoidance of doubt, the Price Limitation represents the amount that the State has allocated to this Contract for the payment of Fees as they incur. 5.3 The State shall monitor all Fees paid by under this Contract and if such Fees reach an amount equal to \$70,000,000, then the State shall notify the Contractor. If the State desires to continue to receive the Services, prior to meeting the Price Limitation, the State shall execute and enter into all agreements necessary to allocate additional funds to increase the Price Limitation to an amount as agreed to by the Parties. If the State fails to allocate additional funds to increase the Price Limitation as described in this Section 5.3, then the Contractor may immediately terminate this Contract or suspend the Services until additional funds are allocated to increase the Price Limitation in an amount as agreed to by the Parties. Notwithstanding anything to the contrary in this Contract or otherwise, in no event shall the Contractor be required to provide or perform and Services if the Price Limitation has been met and the State chooses not to renew the Price Limitation amount or otherwise is unwilling or unable to meet any payment obligations under this Contract.

5.4 To the extent required under Applicable Law, the State reserves the right to offset from any amounts otherwise payable to the Contractor under this Contract those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c, as applicable.

6. PERSONNEL.

6.1 The Contractor shall provide all personnel necessary to perform the Services.

6.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Contract. The State shall provide written notice to the Contractor prior to changing the designated Contracting Officer.

7. TERMINATION.

7.1 Either Party may, at its sole discretion, terminate the Contract for any reason, in whole or in part, by thirty (30) calendar days written notice to the other Party that the terminating Party is exercising its option to terminate the Contract.

7.2 In the event of an early termination of this Contract for any reason other than the expiration of the Term, the Contractor shall, at the State's reasonable request, deliver or otherwise make available to the Contracting Officer within the time period agreed by the Parties, the Contractor's standard report that describes the MIDs, addresses, and equipment ("Termination Report").

8. CONTRACTOR'S RELATION TO THE STATE.

In the performance of this Contract the Contractor is in all respects an independent contractor and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

9. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The State shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a Party.

10. INDEMNIFICATION.

The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against Claims arising out of or relating to this Contract as provided in Section 28.5 of Exhibit B. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 10. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 10 shall survive the termination of this Contract.

11. INSURANCE.

11.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force commercial general liability insurance, including coverage for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. At the Contractor's option, the Contractor may obtain all insurance required under the Contract through a program of self-insurance.
11.2 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Contract. On or before the Effective Date and at the beginning of each Renewal Term, at request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Contract. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

12. WORKERS' COMPENSATION.

12.1 By signing this agreement, the Contractor agrees, certifies, and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
12.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Contract. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation and any applicable renewals thereof in the manner described in N.H. RSA chapter 281-A and agreed by the Parties, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Contract.

13. WAIVER OF BREACH.

Either Party's failure to enforce its rights with respect to any single or continuing breach of this Contract shall not act as a waiver of the right of either Party to later enforce any such rights or to enforce any other or any subsequent breach.

14. NOTICE.

Any notice by a Party hereto to the other Party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

15. AMENDMENT.

This Contract may be amended only by an instrument in writing signed by the parties hereto and only after approval of such amendment by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under Applicable Law. Nothing in this Section 15 will be deemed to limit or otherwise affect the Contractor's right to make Mandatory Changes to the extent not prohibited by Applicable Law. In the event the Contractor makes a Mandatory Change that requires approval by the Governor and Executive Council of the State of New Hampshire, the Contractor may immediately suspend this Contract or all or any part of the Services until such approval is granted.

16. CHOICE OF LAW AND FORUM.

16.1 This Contract shall be governed, interpreted, and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Contract is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any Party.
16.2 Any actions arising out of this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

17. CONFLICTING TERMS.

In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other Exhibit to this Contract, the terms of the P-37 (as modified in EXHIBIT A) shall control. Capitalized terms used in this P-37 form and not otherwise defined herein shall have the meanings ascribed to them in Exhibit B (Scope of Services) or elsewhere in this Contract.

18. THIRD PARTIES.

This Contract is being entered into for the sole benefit of the parties hereto, and nothing herein, express, or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

19. HEADINGS.

The headings throughout the Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Contract.

20 SPECIAL PROVISIONS.

Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

21. FURTHER ASSURANCES.

The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Contract and give effect to the transactions contemplated hereby.

22. SEVERABILITY.

In the event any of the provisions of this Contract are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Contract will remain in full force and effect.

23. ENTIRE AGREEMENT.

This Contract, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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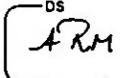
Contractor Initials 
Date 2/9/2024

EXHIBIT A – SPECIAL PROVISIONS

There are no special provisions of this Contract.

EXHIBIT B – SCOPE OF SERVICES

This Contract is entered into by and between Bank of America, N.A. ("**Contractor**") and the State of New Hampshire, Department of Administrative Services ("**State**") and managed by the State's Merchant Card Services Administrator ("**MCS Administrator**"), effective upon approval of the Governor and Executive Council (the "**Effective Date**").

WHEREAS, the State desires to procure certain merchant acquiring and related services on behalf of itself, its Agencies, and various qualified Eligible Participants;

WHEREAS, the Contractor is able to provide such merchant acquiring and related services within the United States Territory; and

WHEREAS, the State and Contractor wish to enter into this Contract to set forth the terms of their relationship as well as establish one set of standardized terms and conditions which will govern the provision of such merchant acquiring and related services to the State, its Agencies and its qualified Eligible Participants;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the State agree as follows:

1. CONTRACT DOCUMENTS

This contract consists of the following documents (collectively, the "**Contract**"):

- 1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- 1.2. EXHIBIT A - Special Provisions
- 1.3. EXHIBIT B - Scope of Services
- 1.4. EXHIBIT C - Method of Payment
- 1.5. EXHIBIT D – Support Obligations Service Level Agreements
- 1.6. EXHIBIT E - United States Territory Addendum
 - Schedule A to U.S. Territory Addendum – Equipment Purchase and Rental Supplement
 - Schedule B to U.S. Territory Addendum – Clover Service Supplement
 - Annex A To Clover Service Supplement - Clover Equipment Purchase Agreement
 - Schedule C to U.S. Territory Addendum – TransArmor Data Protection Services Supplement
 - Schedule D to U.S. Territory Addendum – Smart Routing Services Supplement
 - Schedule E to U.S. Territory Addendum - Managed Service Fee Addendum
 - Annex A to Managed Service Fee Addendum – Acquiring Fees
 - Schedule F to U.S. Territory Addendum - Gift Card Processing Agreement

- o Annex A to Gift Card Processing Agreement - Ecommerce Storefront Services Addendum
- Schedule G to U.S. Territory Addendum – Form of Participation Agreement

EXHIBIT F – Definitions

1.7. If there is a conflict between Applicable Law, the Payment Network Rules, the State of New Hampshire Terms and Conditions, Exhibit B (Scope of Services), Exhibit C (Method of Payment), Exhibit D (Support Obligations Service Level Agreements), Exhibit E (U.S. Territory Addendum), and Exhibit F, the following order of precedence shall apply solely to the extent necessary to resolve such conflict: (i) Applicable Law; (ii) Payment Network Rules; (iii) the State of New Hampshire Terms and Conditions; (iv) the Territory Addendum; (v) Exhibit B, (vi) Exhibit C, (vii) Exhibit D, and (viii) Exhibit E.

2. **DEFINITIONS AND INTERPRETATION**

2.1. **Definitions.** Capitalized terms used in this Contract shall have the meanings set out in Exhibit F – Definitions or elsewhere in the Contract, or in the Payment Network Rules, as applicable. Capitalized Terms in this Contract and the Payment Network Rules shall have the meanings ascribed to them in this Contract.

2.2. **U.S. Territory Addendum.** The U.S. Territory Addendum, together with any Supplement thereto and/or other documents identified or otherwise incorporated therein, form the terms and conditions that are specific to the United States Territory, including the applicable Fee Schedule and Agreed Upon Card Types identified therein. The U.S. Territory Addendum including the Supplements thereto attached collectively as Schedule A through Schedule G is a component of this Contract and is hereby incorporated into this Contract.

2.3. **State and Agencies.**

2.3.1. The State and each Agency (defined below) shall be deemed to be a Merchant under the Contract; and by and through its signature hereon, the State acknowledges and agrees that it is responsible for each Agency's compliance with the terms and conditions under the Contract and compliance with the terms of the Contract in effect at any time (including, without limitation, the payment of Fees, Other Payments, Data Compromise Losses (as defined in Section 25.5) and any other amounts due thereunder). With regard to such performance and compliance by any Merchant, the Contractor may enforce the Contract directly against the State without first being required to seek enforcement against any Agency.

2.3.2. **Agency.** An "Agency" shall be defined as a State office, department, division, bureau, board, commission or other agency, which operates under the same tax identification number as the State (where applicable), as identified in the Merchant signature block hereon, excluding any governmental entity or political subdivision located in the State with separate statutory authority, or delegated authority from the State to procure services or otherwise operates under a separate tax identification number as the State (where applicable).

2.4. **Eligible Participants**

- 2.4.1. The Eligible Participant (defined below) shall be deemed to be a Merchant under this Contract; and by and through its signature executed on a Participation Agreement (defined below), the Eligible Participant acknowledges and agrees that it is responsible for its own compliance with the terms and conditions under the Contract and compliance with the terms of the Contract in effect at any time (including, without limitation, the payment of Fees, Other Payments, Data Compromise Losses and any other amounts due thereunder). With regard to such performance and compliance by any Merchant, the Contractor may enforce the Contract directly against the Eligible Participant.
- 2.4.2. An "**Eligible Participant**" shall be defined as a Political sub-division (county, city, town, school district, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of 501c of the Federal Internal Revenue Code, within the jurisdictional limits of the State, shall be eligible to participate under this contract whenever said sub-division or nonprofit agency has executed a Participation Agreement.
- 2.4.3. A "**Participation Agreement**" shall be defined as a contracting document pursuant to which the Contractor agrees to provide Merchant Services and Ancillary Services to certain Participants, substantially in the form as set out in Schedule G to the U.S. Territory Addendum, which is executed by Participant, State, and Contractor.
- 2.4.4. The State acknowledges and agrees that: (a) a Participant may not receive Merchant Services and/or Ancillary Services under the Contract until it has both: (i) satisfied any conditions or requirements as set forth in Section 3.1 below; and (ii) entered into a Participation Agreement; (b) upon complete execution of a Participation Agreement, the Participant that is a Party thereto will have all the same rights and obligations that Merchant has under the Contract as if that Participant had separately entered into the Contract with the Contractor directly; and (c) any and all Participation Agreements shall be coterminous with the Contract.
- 2.4.5. Any amendments to the Contract by the State will constitute simultaneous and identical amendments to each Participation Agreement.

3. SCOPE OF SERVICES

3.1. Provision of Merchant Services.

- 3.1.1. From the Effective Date and in consideration for the payment of the Fees and any other amounts due under the Contract by the State, the Contractor shall provide the Merchant Services as set out in the Contract as well as any other Ancillary Services that the Parties may agree to from time to time, to the extent permitted by Applicable Law and the Payment Network Rules. In providing such Ancillary Services to the State, the Contractor may receive fees from third parties. The Contractor shall not be required to provide the Merchant Services and/or any Ancillary Services to the Merchant until: (i) the Contractor has approved use thereof, including (without limitation) in connection with ensuring compliance with AML/Sanctions Laws; (ii) the Contractor has received all required duly executed

documents; and (iii) the Merchant has successfully completed any required testing or training requirements. Whenever the Merchant uses the Merchant Services and/or any Ancillary Services, the Merchant agrees to be bound by this Contract, the U.S. Territory Addendum and/or Supplements and to follow all relevant procedures in accordance with the Payment Network Rules.

- 3.1.2. The Contractor shall provide the funding models provided in this Contract.
- 3.1.3. The Contractor shall accommodate direct connection and internet technologies as required by each Agency and provided in this Contract. The Contractor shall provide a network that is secure and diverse as described in the Materials.
- 3.1.4. The Contractor shall accommodate and provide authorization-only and authorization and capture methods of processing as set forth in this Contract.
- 3.1.5. The Contractor must either be certified with the State's Third-Party Provider or have the ability to efficiently certify an environment to such Third-Party Provider's processing platform as mutually agreed by the Contractor and the State.
- 3.1.6. The Contractor must reasonably accommodate stand-beside and integrated solutions that are certified to the BoA System and agreed by the Parties, such as but not limited to: Virtual Terminal and Hosted Payment Pages (redirection), in each case, as expressly provided in this Contract and the Materials.
- 3.1.7. For any Agency processing American Express Transactions, such Transactions will be subject only to fees imposed by American Express on a pass-through basis and no other Fee as provided in Exhibit C.
- 3.1.8. The Contractor shall provide the following fraud protections Captcha, Address Verification Service (AVS), and 3D Secure Enablement. At a minimum, Captcha, AVS Verification and 3D Secure Enablement must be available in the Hosted Payment Page environment.

3.2. Implementation of Services

- 3.2.1. The Contractor shall make the Merchant Services and/or any Ancillary Services operational and available to the Merchant through mutually agreed implementation plans, which will include onboarding timelines.
- 3.2.2. The State's MCS Administrator shall be the Contractor's primary contact for executing the implementation plans.

3.3. Agreed Upon Card Types and Territories.

- 3.3.1. The Contractor must provide Merchant Services and/or Ancillary Services as provided in this Contract.
- 3.3.2. The Agreed Upon Card Types, Territories, and currencies in respect of which the Contractor will provide Merchant Services and/or any Ancillary Services are set out in the U.S. Territory Addendum and/or Supplements applicable to the State. If the Merchant submits and the Contractor inadvertently or unintentionally accepts a Transaction that is outside the scope of the Merchant Services that the Contractor has agreed to provide to the Merchant, the Merchant shall be subject to payment of the Contractor's then-current transaction fees with respect to such Transaction

and/or service, and be responsible for any such Transaction or service to the same extent as the Merchant would be if it were an Agreed Upon Card Type or part of the Merchant Services. The Merchant shall submit to the Contractor only Transactions made using the Agreed Upon Card Types.

3.3.3. **Mastercard Installment Payment Program.** The Merchant acknowledges that Mastercard operates an installment repayment program which permits the Merchant to accept Card Transactions that enable Cardholders to pay Issuers in Installments pursuant to an installment repayment agreement entered into between such Cardholder and the relevant Issuer (the "**Mastercard Installment Payment Program**"). There are no enrollment, registration, or technical work requirements applicable to the Merchant, and the Merchant is not required to undertake any additional action to accept such Card Transactions. Any payment made by way of installments by a Cardholder to the relevant Issuer will not affect the amount the Contractor settles to the Merchant pursuant to Section 10 and shall be subject to any Fees and/or Other Payments due to the Contractor. The Merchant may opt out of the Mastercard Installment Payment Program by notifying the Contractor using the Contractor's customer service platform, and the Contractor shall inform Mastercard of the Merchant's election. If the Merchant elects not to participate in the Mastercard Installment Payment Program, the Merchant acknowledges that it can opt in to the Mastercard Installment Payment Program at any time thereafter.

3.3.4. **Visa Tokenization Process for Browsers.** The Merchant acknowledges that Visa permits commercial internet browsing applications to replace each Cardholder's Card number with a Visa Card Network token where such Cardholders automatically populate their details while carrying out a Card Transaction on the Merchant's website (the "**Visa Tokenization Process for Browsers**"). Visa Card Network tokens that are provided by commercial internet browsing applications pursuant to the foregoing can be accepted and processed similarly to Card numbers and may provide increased security for payment credentials, increased Authorization approvals, and the ability to participate in incentives that may be offered by Visa for transactions conducted with such Visa Card Network tokens. The Merchant acknowledges that it has the ability to opt out of the Visa Tokenization Process for Browsers by notifying the Contractor in accordance with this Agreement. Opting out of the Visa Tokenization Process for Browsers will not affect the capability of commercial internet browsing applications to automatically populate the relevant form with a Cardholder's Card number where such Cardholder carries out a Card Transaction on the Merchant's website.

4. EXCLUSIVITY

The Merchant will use the Contractor as the non-exclusive provider of Merchant Services and any Ancillary Services.

5. GENERAL REQUIREMENTS

5.1. **Compliance with Applicable Law.** Each Party is responsible for determining all Applicable Law that applies to it and each Party shall comply with all such Applicable

Law in performing its obligations under the Contract and any applicable Territory Addendum and/or Supplement.

- 5.2. **Payment Network Rules.** Each Party must comply at all times with all Payment Network Rules applicable to all Card transactions processed by the Contractor and all Cards agreed to be accepted by the Merchant. Each Party is responsible for reviewing the Payment Network Rules from time to time and staying up to date with any changes. Payment Network Rules are available on web sites maintained by the Payment Networks, such as, <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf> and <https://www.mastercard.us/en-us/business/overview/support/rules.html>.
- 5.3. **Obligations.** In addition to this Payment Network Rules above, which may change from time to time, the Merchant shall comply with the following obligations:
 - 5.3.1. Except as otherwise agreed with the Contractor, the Merchant agrees that it will honor all valid Cards in accordance with the Payment Network Rules without discrimination when properly presented for payment and not establish a minimum or maximum Transaction amount as a condition for honoring all Cards;
 - 5.3.2. The Merchant must not engage in any acceptance practice that arbitrarily discourages the use of a Card relating to a Payment Network in favor of any other Payment Network;
 - 5.3.3. The Merchant agrees not to accept any Card when it is known that acceptance of such Card may result in Fraud, where the Cardholder is not the authorized user, or where the Transaction does not result from a bona fide Transaction between the Merchant and the Cardholder;
 - 5.3.4. The Merchant agrees not to add any Surcharges to Transactions, unless expressly permitted under Applicable Law. Any Surcharge applied, if permitted, must be included in the Transaction amount, and not collected separately;
 - 5.3.5. The Merchant agrees to disclose to Cardholders prominently and clearly at all points of interaction the applicable Agency name and the applicable Agency Location, and ensure that the Cardholder is easily able to understand that the Merchant is responsible for the relevant Transaction, including the delivery of any goods (whether physical or digital) or provision of the services that are the subject of the Transaction;
 - 5.3.6. The Merchant agrees to comply with the Transaction message data requirements set forth in the Payment Network Rules; and
 - 5.3.7. The Merchant agrees to display prominently on each of its premises, trading venues and/or Websites where the Merchant accepts Transactions, all applicable Card and Payment Network identification, as required by and in accordance with Payment Network Rules. See the Payments Acceptance Procedures for additional information regarding the display of Card and Payment Networks.
- 5.4. **Payments Acceptance Procedures.** The Contractor has created a guide which contains operational procedures, instructions, and other directives relating to Transactions, which is updated by the Contractor from time to time (the "**Payments Acceptance Procedures**"). The Payments Acceptance Procedures includes best practices for

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accepting payments and reflects certain obligations under Payment Network Rules. The Payments Acceptance Procedures are available at https://www.bankofamerica.com/content/pdf/en_us/merchant-services/paymentacceptanceprocedures.pdf.

5.5. Submitting or Presenting Transactions.

5.5.1. The Merchant agrees to ensure that all Transactions submitted or presented to the Contractor comply with the Payment Network Rules and Applicable Law. Please refer to the Payments Acceptance Procedures for more information regarding submitting and presenting Transactions and Transaction Data.

5.5.2. The Merchant is prohibited from submitting or presenting a Transaction for Authorization that is known to be a result of Fraud, in breach of any Applicable Law, not authorized by the Cardholder or otherwise not in compliance with the Contract and/or the Payment Network Rules, or that may be deemed by the Payment Networks in their sole discretion to be a Transaction that may damage the goodwill of the Payment Networks or reflect negatively on the Marks, or otherwise fails to meet standards set out in the Payment Network Rules ("**Prohibited Transactions**"). In addition, Prohibited Transactions shall include: any sale of goods without the Contractor's express consent that does not belong to the Merchant, including without limitation, any goods delivered on consignment.

5.6. **Information Requests.** The Merchant agrees to undertake any action and provide all information which the Contractor may request from the Merchant to allow the Contractor to comply with its obligations under Applicable Law and for any other purpose Contractor may reasonably request. In complying with Applicable Law, any request by a governmental authority (including any Regulatory Authority), and/or the Contractor's internal policies and procedures, the Contractor may investigate Card Transactions, or any other communications sent or received by the Merchant or on the Merchant's behalf. Such investigations may result in delays or blocks on Card Transactions and/or Settlement. The Contractor shall not be liable to the Merchant for any loss incurred as a result of any action, delay or failure by the Contractor or any of the Contractor's Affiliates or employees when acting in accordance with this Section. The Merchant represents and warrants to the Contractor on and as of each day on which the Contractor provides Merchant Services and/or any Ancillary Services to the Merchant that the Merchant's performance of its obligations does not and will not violate any law applicable to the Merchant or facilitate illegal Transactions, including those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. § 5361 et seq.

5.7. **OFAC Covenant.** The Merchant agrees that it will not use or permit anyone to use the Merchant Services in any capacity to transact, lend, contribute, or otherwise make available funds or economic resources of any kind to any Affiliate, joint venture partner or Person, to fund any activities of or business with, related to, or for the benefit of any Person: (i) ordinarily resident in any jurisdiction or territory that is the subject of comprehensive Sanctions (currently, Cuba, Iran, North Korea, Syria, and the Crimea, Luhansk, and Donetsk regions of Ukraine); (ii) designated on any applicable Sanctions list, including, but not limited to the List of Specially Designated Nationals and Blocked

Persons and Sectoral Sanctions Identifications List maintained by the US Treasury, Department's Office of Foreign Assets Control, HMT Consolidated List, and EU Consolidated List; or (iii) in any other manner that will result in a violation by any Person of Sanctions. The Merchant also covenants that it will not engage in any actions intended evade or to circumvent Sanctions.

5.8. Use of Marks. The Merchant must comply with all Payment Network Rules regarding the use of Marks owned by the Payment Networks. The Merchant's use, display, and reproduction of Payment Network Marks in advertising, acceptance decals, signs, or otherwise must be in accordance with the guidelines and standards set by each respective Payment Network. The Merchant may not indicate that any Payment Network endorses its goods or services. The Merchant's right to use the program Marks of the Payment Networks terminates upon the earlier of:

- 5.8.1. if and when the Merchant's right to accept the Cards of the respective Payment Network terminates;
- 5.8.2. delivery of notice by the Contractor or the respective Payment Network to the Merchant of the termination of the right to use the Mark(s) for that Payment Network; or
- 5.8.3. termination of the license to use the program Marks by the respective Payment Network to the Contractor.

5.9. Information Requirements. For the purposes identified in this paragraph, the Merchant expressly authorizes the Contractor to access, review, and/or use any and all necessary financial information, including financial statements, which are publicly available or otherwise were provided to the Contractor (or the Contractor's Affiliates) pursuant to or related to any other agreement between the Parties or any of the Contractor's respective Affiliates. However, should such financial information be unavailable or insufficient, upon the Contractor's request, the Merchant agrees to promptly disclose or otherwise provide to the Contractor such information as the Contractor reasonably requires, including the Merchant's quarterly financial statements within forty-five (45) days after the end of each fiscal quarter and the Merchant's annual audited financial statements within one hundred twenty (120) days after the end of each fiscal year. All financial statements shall be prepared in accordance with U.S. generally accepted accounting principles or the generally accepted accounting principles specific to the Merchant's jurisdiction. Such information is being provided to the Contractor in order to enable it to: (i) perform the Contractor's obligations under the Contract; (ii) assess the Contractor's regulatory, financial and insurance risks in connection with any Merchant Services and/or any Ancillary Services provided; (iii) monitor the Merchant's performance under the Contract; (iv) ensure the Merchant's compliance with Applicable Law and/or the Payment Network Rules; and (v) take all reasonable steps to assist the Contractor in handling any Claim or query raised by any Person in relation to the Merchant Services and/or any Ancillary Services or any Transaction, Chargeback, Retro-Charge or Representment. The Merchant shall notify the Contractor in writing of any changes in the information the Merchant shares with the Contractor in accordance with this Section as soon as reasonably practicable. In addition to the foregoing, the Merchant shall provide the Contractor in writing any information the Contractor may

reasonably require concerning the Merchant's Settlement Account and/or any Ancillary Account. Where the Contractor requests such information from the Merchant, the Merchant is responsible for providing correct information to the Contractor in relation to the Settlement Account and the Merchant accepts that the Contractor shall rely solely upon the information provided.

- 5.10. Locations.** The Merchant must provide to the Contractor and keep current a list of all of the Merchant's Locations where the Contractor has agreed to provide Merchant Services and/or any Ancillary Services to the Merchant. The Merchant shall be liable to the Contractor under the Contract for all such Locations (including any failure of such Location to comply with any obligations applicable to the Merchant under the Contract).
- 5.11. Accuracy of Transaction Data.** The Merchant is responsible for the quality and accuracy of all data provided to the Contractor. The Contractor may elect to return to the Merchant any Transaction Data that is incorrect, illegible, or otherwise not in the proper form. The Merchant will be responsible for any related expenses incurred by the Contractor or delay in Settlement to the Merchant in this regard.
- 5.12. Authorization.** The Merchant must obtain an Authorization for each Card Transaction in accordance with the Payment Network Rules and (where applicable) the relevant Territory Addendum (Exhibit E). The Merchant acknowledges that receipt of Authorization:
- 5.12.1. does not guarantee payment or Settlement of a Transaction;
 - 5.12.2. indicates only the availability of credit at the time of Authorization;
 - 5.12.3. does not warrant that the person presenting the Card is the authorized user of the Card;
 - 5.12.4. is not an unconditional promise or guarantee by the Contractor that any Transaction will not be subject to Chargeback; and
 - 5.12.5. is not a representation or warranty, either express or implied, that the Transaction is in fact a valid, authorized, or undisputed Transaction entered into by the Cardholder.
 - 5.12.6. The Merchant may request but must not require a Cardholder to provide additional identification information as a condition of Card acceptance, unless such information is required to complete the Transaction, or the Payment Network Rules specifically permit or require such information to be collected.
- 5.13. Payment Timeframes.** Except as may be permitted under the Payment Network Rules, the Merchant must not request payment from a Cardholder before the relevant goods have been shipped or before a service is delivered unless the Contractor specifically agrees in writing to do so. Any requests for Authorization which do not lead to a request for the Issuer to allocate funds for Settlement within fourteen (14) days after such request for Authorization will automatically expire unless the Contractor agrees otherwise with the Merchant in writing.
- 5.14. Goods and Services; No Reselling.** The Merchant must only accept Transactions in respect of goods and/or services the sale and/or supply of which is provided by the

Merchant, not any other Person, and only at the Locations the Merchant has notified to the Contractor. The Merchant must also inform the Contractor of any material changes to the goods and services provided by the Merchant. The Contractor may from time to time establish restrictions on the types of goods and services in respect of which the Merchant may submit Transactions. The Merchant may use the Merchant Services and/or any Ancillary Services only for the Merchant's own proper business purposes. The Merchant may not resell or otherwise provide, directly or indirectly, any part of the Merchant Services and/or any Ancillary Services to any other Person.

5.15. No Undue Delay. All Transactions should be submitted to the Contractor without delay and in any event within the timeframes specified under the Payment Network Rules.

6. SETTLEMENT

6.1. Settlement of Transactions. The Contractor will Settle with the Merchant for each Transaction acquired and accepted by the Contractor under the Contract by way of Standard Day Funding (as defined below), subject to the terms of the Contract and, in connection with Standard Day Funding, after the Contractor's receipt of the relevant Settlement Funds from the Payment Networks. This Section shall be subject to the procedures relating to Settlement stipulated in the applicable Territory Addendum (Exhibit E).

6.2. Transfers of Settlement Funds. The initiation of transfers of Settlement Funds will only be initiated on Business Days. The Contractor will initiate a transfer of Settlement Funds as more fully described in Contractor's Payments Acceptance Procedures. The initiation of all transfers of Settlement Funds to the Merchant's Settlement Accounts or other payments to the Merchant are provisional and are subject to: (i) Section 6.5; (ii) Data Compromise Losses; (iii) Chargebacks; (iv) any other obligations owed by the Merchant to the Contractor; and (v) the Contractor's final audit and confirmation. The Contractor, or any of the Contractor's Affiliates, will not: (x) be liable to the Merchant or any other Person for any delays in receipt of Settlement Funds or errors in credits or debits to the Settlement Account that are caused by any other Person, including delays or errors of any Payment Network or any financial institution; or (y) guarantee the Merchant's or any other Person's receipt of the Settlement Funds, or otherwise act as guarantor in relation to the Settlement Funds that may otherwise be due to the Merchant or any other Person.

6.3. Standard Day Funding. Subject to this Section 6 and as more fully described in the Payments Acceptance Procedures, the Contractor will initiate the transfer of Settlement Funds in the agreed currency to the Merchant's Settlement Account on the designated Business Day for all Transactions that are received by the Contractor prior to the Standard Day Funding Cut-Off Time ("**Standard Day Funding**").

6.3.1. If the Contractor receives a Transaction after the Standard Day Funding Cut-Off Time more fully described in the Payments Acceptance Procedures, the Contractor may submit such Card Transaction to the Payment Networks for settlement on a day designated by the Contractor, with the following requirements:

6.3.2. The Contractor shall not set minimum settlement requirements to the Merchant for a Transaction or Merchant Services Fee to be settled. All Merchant Services Fees

shall be assessed in the following month regardless of the amount. Except as otherwise provided in this Contract, Merchant Services Fees shall not be netted against Settlement Funds.

- 6.4. Withholding and Deferral.** The Contractor may in its discretion withhold, set-off and/or defer payment of any Settlement Funds the Contractor owes and/or holds on the Merchant's behalf:
- 6.4.1. if the Merchant is in material breach of the Contract;
 - 6.4.2. in respect of reasonably expected Refunds, Chargebacks, or Assessments; or
 - 6.4.3. if the Contractor has reasonable grounds to believe that a Transaction may be subject to Chargeback, is a result of Fraud or otherwise contrary to Applicable Law or the terms of the Contract, until the Contractor has investigated the Transaction to its satisfaction.
 - 6.4.4. Where the Contractor delays payment of Settlement Funds pursuant to this Section, the Contractor shall inform the Merchant of the delay and the reasons for it within a reasonable time, to the extent that the Contractor is able to do so under Applicable Law and provided such notice does not otherwise prejudice the Contractor's rights under the Contract. The Merchant agrees not to seek to dispose of, charge, grant any lien or other security right over, or otherwise deal with any such Settlement Funds withheld or deferred by the Contractor. The Merchant is not entitled to earn interest on any such Settlement Funds.
- 6.5. Settlement Amounts Subject to Adjustments.** The Merchant's right to receive any amounts due or to become due from the Contractor or its respective Affiliates, whether or not those amounts are related to the Contract, is expressly subject and subordinate to Chargeback, set-off, recoupment, lien, security interest and the Contractor's rights to withhold Settlement Funds under the Contract for the purpose of paying Chargebacks and any other fees/charges, fines, Assessments, penalties or other liabilities without regard to whether such Chargeback, set-off, recoupment, lien, security interest and the withholding of Settlement Funds rights are being applied to Claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

7. SETTLEMENT ACCOUNTS; ANCILLARY ACCOUNTS

- 7.1. Settlement Account.** Unless otherwise agreed in advance in writing between the Merchant and the Contractor, the New Hampshire Treasury ("**State Treasurer**") shall open and maintain with the Contractor, for such period as may be required under the terms of the Contract, Settlement Accounts for the purposes of receiving Settlement Funds (other than Conveyed Transactions) under the Contract. The Merchant shall notify the Contractor, in writing, in advance of any material change to the Settlement Accounts, which the Merchant or a Person (including the relevant financial institution(s), where applicable) wishes to make and not implement any proposed change without the Contractor's prior written consent.
- 7.2. Ancillary Account.** In addition to the Merchant's Settlement Accounts, the State Treasurer shall open and maintain with the Contractor (unless agreed otherwise in advance in writing between the Merchant and the Contractor), for such period as may

be required under the terms of the Contract, any other account that the Contractor may require of the Merchant from time to time for the purposes of the payment of any Fees and Other Payments, including Chargebacks, Assessments, penalties and any other amount or liabilities that are due and payable to the Contractor under or in connection with the Contract ("**Ancillary Account**"). The Merchant shall notify the Contractor, in writing, in advance of any material change to any Ancillary Account, which the Merchant or a Person (including the relevant financial institution, where applicable) wishes to make and not implement any proposed change without the Contractor's prior written consent.

7.3. Designation of Settlement and Ancillary Accounts. The State Treasurer will designate the Settlement Accounts and Ancillary Accounts to be used in connection with this Contract.

- 7.3.1. The BoA System must post funds received on behalf of distinct Merchants (e.g., individual Agencies) to the Merchant's Settlement Accounts and Ancillary Accounts designated by the State Treasurer.
- 7.3.2. The BoA System will help enable the Contractor to identify duplicate Transactions (i.e., when multiple Transactions have the same authorization code) and eliminate them when necessary. Contractor shall use commercially reasonable efforts to detect and correct duplicate Transactions within twenty-four (24) hours of the duplicate charge.
- 7.3.3. The State may direct all Fees not intended for the State to settle or clear into a separate Settlement Account or Ancillary Account designated by the State Treasurer.
- 7.3.4. All receipts into Merchant Settlement Accounts and Ancillary Accounts must be easily reconciled by the relevant Agency through daily Contractor reports and a unique identification for that Agency.
- 7.3.5. Notwithstanding the terms and conditions set forth in Section 7.1 and Section 7.2 to the contrary, the State Treasurer may open and maintain one or more Settlement Accounts and/or Ancillary Accounts with a financial institution other than Contractor, subject to Contractor's prior written consent, with such content not to be unreasonably withheld, conditioned, or delayed.

7.4. Direct Debit Mandate. At the Contractor's request, the Merchant will establish and maintain (or procure) direct debit mandates or such equivalent mandates that are acceptable to the Contractor in order to permit the Contractor to debit from the Settlement Accounts and/or any Ancillary Account all Fees and Other Payments, including Chargebacks, Assessments, penalties and any other amount or liabilities that are due and payable to the Contractor under or in connection with the Contract. The Merchant shall not withdraw the authorization and consent provided by the Merchant pursuant to this Section without the Contractor's prior written consent and any such withdrawal without the Contractor's prior written consent shall be considered a Merchant Event of Default pursuant to Section 16.2. This authorization will remain in effect until the Merchant has provided the Contractor at least thirty (30) days' prior written notice that the Merchant is terminating the authorization and either: (i) all amounts due under the Contract (including any Merchant Services Fees and Third Party

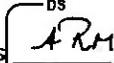
Based Fees that may arise or be assessed after termination of the Contract and all unmatured and contingent liabilities) and under any other agreements with the Contractor and its Affiliates have been paid in full; or (ii) the Merchant has provided the Contractor an authorization to debit via ACH a replacement Settlement Account that is reasonably satisfactory to the Contractor.

- 7.5. Credit Balance.** The Merchant shall ensure that the Settlement Accounts and/or any Ancillary Account has a credit balance at all times and contains sufficient funds to meet any liabilities, including Refunds, Chargebacks, and Assessments owed to the Contractor under and in connection with the Contract. To the extent that the Settlement Account does not contain sufficient funds or where the Contractor is unable to access such funds, the Merchant agrees to immediately transfer such funds upon the Contractor's request.
- 7.6. Entitlement to Funds.** The Merchant is only entitled to Settlement Funds after the Contractor initiates the transfer to the Settlement Account.
- 7.7. Transfers.** Any transfer of any amount made, at the Merchant's direction, by the Contractor to a bank account in the Merchant's name will constitute good receipt by the Merchant of the sum due and owing by the Contractor to the Merchant in relation to the Contractor's liability to the Merchant under the Contract.

7.8. RESERVE ACCOUNT

7.8.1. Establishment. The Parties hereto acknowledge and agree that Contractor is not requiring the Merchant to establish a Reserve Account as of the Effective Date. Notwithstanding the foregoing, the Merchant hereby authorizes the Contractor to establish a Reserve Account to be held in the Contractor's name, or the name of any of the Contractor's Affiliates, pursuant to the terms and conditions set forth in this Section (a "**Reserve Account**"): (i) upon the occurrence of any of the situations that require funding in Section 7.8.2 below, and (ii) in the event the Card Transaction volume materially exceeds the estimated annual volume set forth in the Fee Schedule in Exhibit C. The amount of funds retained in such Reserve Account will be determined by the Contractor and may be adjusted from time to time, in the Contractor's sole and absolute discretion, based upon the Merchant's processing history and any potential risk of loss to the Contractor. The Merchant is not entitled to any interest that accrues on any Reserve Account. The Merchant agrees and acknowledge that the Contractor shall have the exclusive right to withdraw funds from, direct the disposition of, and close any Reserve Account. This Section 7.8 applies to the extent not prohibited by Applicable Law.

7.8.2. Funding. The Reserve Account must be fully funded by the Merchant within three (3) Business Days of the Contractor's notice to the Merchant. However, the Contractor may immediately procure the funding of the Reserve Account in accordance with this Section in the following situations: (i) there is Fraud pertaining to the Merchant or any of the Merchant's agents or employees or if the Merchant has submitted material fraudulent Card Transactions; (ii) the occurrence of a Merchant Event of Default or where one is reasonably anticipated to occur; (iii) a Compromised Data Event occurs, (iv) the Merchant admits, acknowledge or otherwise state: (a) the Merchant's inability or potential inability to satisfy credit or other obligations as they become due or arise; or (b) uncertainty about the

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Merchant's ability to continue the Merchant's operations; or (v) the Contract is terminated for any reason.

- 7.8.3. **Funding Methods.** Such Reserve Account may be funded by all or any combination of the following, as determined by the Contractor: (i) one or more deductions, recoupments, or off sets to or against any payments otherwise due to the Merchant; (ii) one or more debits to the Merchant's Settlement Account and/or Ancillary Account, provided, that the Contractor will first attempt to debit the Settlement Account and/or Ancillary Account associated with the MIDs at issue, and if such Settlement Account and/or Ancillary Accounts contain insufficient funds, the Contractor will notify the State and may debit any other Settlement Account and/or Ancillary Accounts to which the Contractor has access; (iii) withholding of Settlement Funds in accordance with Section 6.4; or (iv) cash delivered by the Merchant to the Contractor. The Contractor may accept other forms of funding from time to time at the Contractor's sole discretion. The Merchant shall not be entitled to interest of funds held in such Reserve Accounts. Funds held in a Reserve Account established pursuant to the Contract may be held in a commingled reserve account together with reserve funds of the Contractor's other customers.
- 7.8.4. **Effect of Termination.** In addition, if the Contract is terminated for any reason, an immediate Reserve Account may be established by the Contractor without prior notice. Any Reserve Account will be held by the Contractor for the greater of: (i) ten (10) months after termination of the Contract; or (ii) for such longer time period as the Contractor determines in the Contractor's sole discretion taking into account the Contractor's potential liability for Transactions under the Payment Network Rules.
- 7.8.5. **Insufficient Funds.** If the Settlement Account has insufficient funds, the Contractor may, without advance notice, withdraw the funds the Merchant owes the Contractor (including, without limitation, any Fees and/or Other Payments) from the Reserve Account, or any other account the Merchant maintains with the Contractor or to which the Merchant has granted the Contractor access, provided, that the Contractor will first attempt to withdraw such funds from the account associated with the MIDs at issue. If the applicable account contains insufficient funds, the Contractor will notify the State of the same and may withdraw funds from any other account a Merchant maintains with the Contractor or to which the Contractor has access. If funds in the Reserve Account at any time are not sufficient to cover Data Compromise Losses, Chargebacks, adjustments, Fees, charges, fines, Assessments, penalties or other liabilities and other amounts that may be owed by the Merchant to the Contractor, the Merchant agrees to immediately pay the Contractor such sums upon request or, at the Contractor's election, the Contractor may fund the Reserve Account with such amounts in any manner set forth in Section 7.8. If sufficient funds are not available from those sources, the Merchant must pay the amount of any deficiency promptly. If the Merchant does not do so, the Contractor may cease processing additional Transactions at the Contractor's discretion until the amounts due are paid.

8. FEES

- 8.1. Payment of Fees and Other Payments.** The Merchant agrees to pay the Contractor all Fees and/or Other Payments due to the Contractor under the Contract, including Merchant Services Fees and certain Payment Network Fees calculated pursuant to the Fee Schedule (Exhibit C – Method of Payment). Such Fees and/or Other Payments, including Chargebacks immediately due and payable under Section 10 (Chargebacks and Assessments), may be paid to the Contractor at its option via: (i) debit of the Settlement Account designated to the merchant IDs in which the transactions took place and/or any Ancillary Account designated to the merchant IDs in which the transactions took place; (ii) debit of funds from the Reserve Account; and/or (iii) the withholding, setting-off, recoupment and/or deferral of payment of any Settlement Funds the Contractor owes and/or holds on the Merchant's behalf; and/or (iv) bank transfer in accordance with instructions supplied with an appropriate invoice. The Merchant acknowledges that if the Contractor chooses, for any reason, not to collect all Fees and/or Other Payments when due then this will not forfeit the Contractor's right to such Fees and/or Other Payments and the Contractor reserves the right to conduct reconciliations under which the Contractor may identify past due Fees and/or Other Payments, which it may collect upon notice via any of the methods described in this Section 8.1.
- 8.2. Assessments.** The Contractor shall pass through to the Merchant any fines, penalties or Assessments imposed on the Contractor by the Payment Networks as a result of any action or inaction by the Merchant, its agents, or Third-Party Providers. The Contractor will provide the Merchant with written notice regarding the amount of any Assessment and the date by which it is due and payable to the Contractor. All such amounts will be the Merchant's responsibility to pay on the date the Contractor specifies.
- 8.3. Other Fee Changes.** The Merchant agrees that the Contractor may adjust the Fee Schedule to reflect changes to, or new, Payment Network Fees or Third-Party-Based Fees imposed by a Payment Network or third party, and such changes will be considered Mandatory Changes pursuant to Section 18.2.
- 8.4. Taxes.** All Fees and other sums payable by the Merchant under the Contract are exclusive of any applicable taxes that may apply under any Applicable Law. The Merchant agrees to pay any and all applicable taxes imposed on the Merchant Services and/or any Ancillary Services. The Merchant also agrees to pay any and all applicable taxes imposed on the ownership, possession, or use of the Merchant Equipment. If the Merchant is required by Applicable Law to make a deduction or withholding from any payment due under the Contract, the Merchant shall pay such additional amounts as are required to ensure that the net amount received and retained by the Contractor equals the full amount had no such deduction or withholding been made and/or no such liability to pay tax been incurred. The Merchant further agrees that the Contractor may withhold any applicable taxes pending the Merchant's compliance with certain documentary requirements as may be stipulated under Applicable Law or the Contractor's receipt of any documentation that the Contractor may require from the Merchant in relation to the Merchant's tax status. The Merchant hereby authorizes the Contractor to increase the amount of the Merchant's

preauthorized payment to reflect any additional amounts required to ensure that such net amount received and retained equals the full amount.

9. RECOURSE TO PAYMENT

- 9.1. **Set-off Authorization.** The Contractor may and are authorized by the Merchant, without prior notice and both before and after demand, to set-off the whole or any part of the Merchant's liabilities to the Contractor, whether such liabilities are present or future, actual or contingent, or liquidated or unliquidated, matured or unmatured, against any sums held by the Contractor and owed to the Merchant, whether under the Contract or any other agreement between the Merchant and the Contractor or between the Merchant and any of the Contractor's Affiliates, including, but not limited to, Chargebacks or reasonably anticipated Chargebacks. To the extent not prohibited by Applicable Law, the Contractor may, from time to time, combine, consolidate or merge any or all of the Merchant's funds and other accounts and set-off, apply or transfer any and all such sums standing to satisfy any debt or liability that the Merchant owes the Contractor, provided, that the Contractor shall first attempt to set-off, apply or transfer any sums from the Merchant's funds or accounts associated with the MIDs at issue. In the event the applicable funds are insufficient, or accounts contain insufficient funds, the Contractor shall notify the State of the same and may set-off, apply or transfer any sums from the funds or other accounts to which the Contractor has access.
- 9.2. **Single Integrated Transaction.** The Merchant expressly acknowledges and agrees that any and all Transactions undertaken hereunder and any Chargebacks hereunder are part of a single-integrated transaction and that the Contractor's right to recoupment or set-off of any Chargebacks is part of a single-integrated transaction arising under the Contract such that it would be inequitable for the Merchant to enjoy the benefits under the Contract without also meeting your obligations hereunder.
- 9.3. **Grant of Security Interests.** To the extent not prohibited by Applicable Law, to secure the performance of the Merchant's obligations arising under or otherwise related to the Contract, or related to any other agreement for the provision of related services or equipment, you hereby grant the Contractor, as collateral agent for the Contractor's benefit, security interests and right of recoupment in and to: (i) each transaction and its proceeds; (ii) any funds due to the Merchant from the Contractor; (iii) any and all amounts held in any Ancillary Account; (iv) any and all amounts held in any Reserve Account; (v) all of the Merchant's now owned and hereafter acquired rights, title, and interests in and to any Reserve Account; (vi) any Bank Equipment due to be returned to the Contractor; and (vii) any of the Merchant's property (excluding real property and personal property) held by the Contractor or any Affiliate of the Contractor. Notwithstanding anything to the contrary contained in the Contract or elsewhere, all obligations of the Merchant's arising under or otherwise related to the Contract or related to any other agreement for the provision of related services or equipment ("**Merchant Obligations**") shall not be secured by real property or personal property now or hereafter owned by the Merchant, provided that all Merchant Obligations may be secured by cash or cash equivalents held by Servicer, the Contractor or any Affiliate of the Contractor if required by the Contractor or Servicer in its sole discretion.

- 9.4. Rendering Security Interests Enforceable.** To the extent not prohibited by Applicable Law, the Merchant shall take all necessary steps reasonably requested by the Contractor in order to facilitate such taking of security by the Contractor, including any registration or perfection requirements to render such security enforceable in any Territory. The Contractor may enforce these security interests and rights of recoupment without notice or demand Applicable Law. The security interests and rights of recoupment granted under the Contract will survive the termination of the Contract until all of the Merchant's obligations arising under or related to the Contract are paid and performed in full.
- 9.5. Other Remedies.** Any exercise of any of the Contractor's rights under this Section 9 shall be without prejudice and in addition to any other rights and remedies available to the Contractor under the Contract or otherwise.
- 9.6. BANKRUPTCY RIGHTS**
- 9.6.1. Filing under Bankruptcy Code.** The Parties expressly agree that, in the event of a filing under the Bankruptcy Code with respect to the Merchant, the Contract is an executory contract under Section 365 of the Bankruptcy Code and is not a financial accommodation or an agreement to provide credit to the Merchant. If requested by the Contractor, the Merchant shall file a motion to assume the Contract within thirty (30) days of the filing of any voluntary petition for bankruptcy. The Merchant agrees that any failure to do so shall be "cause" for the Contractor to seek immediate relief from the automatic stay to seek any remedies, including immediate termination of the Contract or an order of adequate protection.
- 9.6.2. First Day or Other Motion.** The Merchant further agrees, within fifteen (15) days of any bankruptcy filing, to file an appropriate motion seeking court approval that will either: (i) permit the settlement procedures for payment hereunder to continue in accordance with their terms, including for the processing and settling of Chargebacks; or (ii) permit an orderly and scheduled wind down of the settlement procedures for payment hereunder in accordance with their terms, including for the processing and settling of Chargebacks. The Merchant further agrees, at the Contractor's request, that the Merchant shall immediately seek any necessary court approval, as part of the Merchant's motion, or otherwise, that all gift cards are honored, returns are accepted, when warranted, that warranties are honored and that any "loyalty" program is maintained or wound down. If the Merchant ceases honoring gift cards, fail to accept returns or to honor warranties, this shall be deemed a material breach and an event of default under the Contract and a Merchant Event of Default in accordance with Section 16.2 and will entitle the Contractor to terminate the Contract immediately.
- 9.6.3. Financial Accommodation.** In the event that any bankruptcy court determines that the Contract is a financial accommodation or agreement to make a loan, then in such event the Parties agree that any further performance hereunder by the Contractor shall be deemed to be the providing of credit post-petition under Section 364 of the Bankruptcy Code and the Merchant may not require further performance unless and until the Merchant, or if applicable the Merchant's trustee in bankruptcy, files an appropriate motion under Section 364 of the Bankruptcy

Code and agree to provide adequate protection for any losses arising hereunder, including, but not limited to, inclusion of a reserve or budget item in any applicable financing, or the posting of a letter of credit to protect against loss from continuing to make post-petition advances, including losses from Chargebacks.

- 9.6.4. **MERCHANT RESERVE.** THE MERCHANT AGREES THAT, IF THE MERCHANT FILES FOR RELIEF UNDER THE BANKRUPTCY CODE OR SIMILAR INSOLVENCY PROCEEDING, THE MERCHANT SHALL PROVIDE A RESERVE AGAINST AVAILABILITY UNDER THE MERCHANT'S DEBTOR IN POSSESSION FINANCING OR POST A LETTER OF CREDIT IN THE AMOUNT REASONABLY AGREED WITH THE CONTRACTOR, WHICH RESERVE OR LETTER OF CREDIT SHALL BE USED EXCLUSIVELY FOR THE PAYMENT OR LIQUIDATION OF ANY CLAIMS, ADMINISTRATIVE EXPENSES OR OTHER AMOUNTS OWED TO THE CONTRACTOR. THE MERCHANT SHALL MAINTAIN ANY SUCH LETTER OF CREDIT, AND BEAR ALL COSTS THEREFORE, UNTIL THE EARLIER OF: (I) ONE (1) YEAR AFTER THE FINAL TRANSACTIONS ARE ACCEPTED; OR (II) THE DATE THE CONTRACTOR, IN THE CONTRACTOR'S SOLE DISCRETION, NOTIFY THE MERCHANT IN WRITING THAT SUCH LETTER OF CREDIT WILL NO LONGER BE NEEDED. SUCH LETTER OF CREDIT SHALL BE IN A FORM AND FROM AN ISSUER ACCEPTABLE TO THE CONTRACTOR. ALTERNATIVELY, THE MERCHANT AGREES THAT IF THE MERCHANT FILES FOR RELIEF UNDER THE BANKRUPTCY CODE OR SIMILAR INSOLVENCY PROCEEDING, AND CONTINUE TO OPERATE UNDER THE TERMS OF THE CONTRACT, THE MERCHANT, OR IF APPLICABLE, THE TRUSTEE OR OTHER APPOINTED ADMINISTRATOR IN SUCH PROCEEDING, SHALL SEEK COURT APPROVAL FOR THE IMPOSITION OF A RESERVE OR THE POSTING OF A LETTER OF CREDIT IN THE AMOUNT REASONABLY AGREED WITH THE CONTRACTOR, WHICH RESERVE OR LETTER OF CREDIT SHALL BE USED EXCLUSIVELY FOR THE PAYMENT OR LIQUIDATION OF ANY CLAIMS, ADMINISTRATIVE EXPENSES OR OTHER AMOUNTS OWED TO THE CONTRACTOR.

10. CHARGEBACKS AND ASSESSMENTS

- 10.1. **Payable Immediately.** Any Chargeback or Assessment incurred by the Merchant represents a liability immediately due and payable by the Merchant to the Contractor on demand, regardless of any termination of the Contract or the Merchant Services and shall be paid to the Contractor immediately in accordance with Section 8. The Merchant will also pay the Contractor fees associated with processing Chargebacks (in addition to any Payment Network Fees and/or Third Party-Based Fees) in accordance with Section 8. The Contractor will notify the Merchant of any Chargeback or Assessment as soon as reasonably practicable to the extent the Contractor is permitted to do so by the Payment Network Rules and Applicable Law.
- 10.2. **Disputing Chargebacks.** The Merchant may dispute a Chargeback or Assessment as provided Applicable Law or the Payment Network Rules, including any requirements for timely submission. The Contractor's obligations to the Merchant in relation to Chargeback and Assessment disputes is limited to permissible presentment of the Merchant's dispute to the appropriate Payment Network. It is the Merchant's responsibility to provide to the Contractor with such evidence as the Contractor, the Payment Network or the Issuer may reasonably require both to investigate the disputed Chargeback or Assessment and to prove that the underlying Transaction was authorized

by the Cardholder. The Contractor will not engage in direct collection efforts against Cardholders on the Merchant's behalf. If the Merchant is successful in any dispute of a Chargeback or Assessment, the Contractor will refund to the Merchant any amounts received by the Contractor in respect thereof from the Payment Network. The Merchant agrees that the relevant Payment Network's decision regarding the validity and value of any Chargeback and/or Assessment will be final and binding. Please refer to the Payments Acceptance Procedures for more information regarding disputing Chargebacks.

- 10.3. Provision of Records.** The Merchant shall provide the Contractor with copies of such Transaction Data relating to any Transaction or Chargeback, Retro-Charge or Representment as the Contractor may request, in each case in such format as specified by the Contractor and within seven (7) days of such request.

11. CURRENCY CONVERSION

- 11.1. Currency Conversion for Transactions.** Unless otherwise expressly agreed, currency conversion under the Contract relating to the interchange and Settlement Processes will be completed utilizing the standard foreign currency conversion rate tables provided by the Payment Networks. Foreign currency differences resulting from differences in timing of the processing of Transactions, Refunds or Chargebacks will be passed through to the Merchant.
- 11.2. Other Conversions.** If for the purposes of any currency conversions for amounts payable, pursuant to the Contract, in the currency due, the rate of exchange used shall be the conversion rate prevailing exchange rate published by the Contractor on the Business Day immediately preceding the date of payment.

12. THIRD-PARTY SERVICE PROVIDERS

- 12.1. Third-Party Service Providers.** The Merchant's use of the Merchant Services and/or any Ancillary Services, Merchant Equipment, Software, systems, materials, supplies or resources of Persons in connection with the Merchant's processing of Card Transactions, including Third-Party Providers and any third-party lessors and licensors, will not affect the Merchant's obligations to the Contractor under the Contract, which will apply to the same extent as if the Merchant had not used them. The Contractor has no liability or responsibility to the Merchant or others regarding these Persons, even if the Contractor referred or recommended them to the Merchant.
- 12.2. Agents.** The Merchant acknowledges that such Third-Party Providers are the Merchant's agents, and the Merchant is solely responsible for: (i) determining whether they can meet the Merchant's needs and standards; (ii) their actions, inactions and compliance with the terms of the Contract and Applicable Law; and (iii) any and all fees, costs, expenses and other obligations owed to them by the Merchant or owed by them to the Contractor or to the Payment Networks. In addition, the Merchant is responsible for its employees' actions.
- 12.3. Third-Party Providers.** Before the Merchant engages any Third-Party Provider, the Merchant must provide to the Contractor in writing the Third-Party Provider's: (i) legal name, (ii) contact information; and (iii) intended function. The Merchant agrees to

provide the Contractor any information or documentation of such Third-Party Providers that the Contractor may reasonably request from the Merchant for existing Third-Party Providers, prior to engagement of any Third-Party Provider or at any time thereafter.

- 12.4. Access to Systems.** The Merchant agrees that it shall not use, allow the use of, or provide to any Third-Party Provider access to any Cardholder data, Contractor Systems or Merchant Services and/or any Ancillary Services until the Merchant receives the Contractor's approval and, if required, confirmation of the registration of that Third-Party Provider with applicable Payment Networks. The Merchant must ensure that it and any Third-Party Provider used by the Merchant complies with Payment Network registration processes, all other applicable Payment Network Rules, Applicable Law, and the Contract (including provisions requiring security of Cardholder data). The Merchant must notify the Contractor of all Persons who have access to Cardholder data on the Merchant's behalf, and the Merchant may allow Third-Party Providers access to Cardholder data only for purposes authorized under and in conformance with the Contract, Applicable Law, and the Payment Network Rules. The Merchant acknowledges that such Third-Party Providers are required by the Payment Networks to be registered and the Merchant shall cooperate with the Contractor in completing such registration. The Merchant is responsible for all of the Contractor's costs and expenses associated with the Contractor's certification (and recertification as may be required by the Payment Network Rules) and registration of any Third-Party Providers that are not already certified or registered by the Contractor as of the Effective Date.

13. MERCHANT SYSTEMS AND MERCHANT EQUIPMENT

- 13.1. Merchant Equipment.** Unless otherwise agreed in writing between the Merchant and the Contractor, the Merchant shall be solely responsible at its own cost for the provision of all Merchant Systems, Merchant Equipment, telecommunications facilities, and any other facilities which are necessary to enable the Merchant to receive the Merchant Services and/or any Ancillary Services from the Contractor.
- 13.2. System Enhancements.** If the Merchant requests the Contractor to provide any Systems Enhancements and the Contractor agrees to do so, such System Enhancements will be made in accordance with terms and conditions, including pricing, agreed to by the Parties in writing.
- 13.3. Liability.** The Merchant is responsible for any of its changes or modifications to its Merchant Systems or Merchant Equipment or any failure of the Merchant's Merchant Systems or Merchant Equipment. Except as expressly set forth in the Contract, the Contractor does not have any liability with respect to the Merchant's Merchant Systems or Merchant Equipment.
- 13.4. Duty Regarding Merchant Systems.** The Merchant shall be responsible for auditing, balancing, verifying, and reconciling any out-of-balance condition within the Merchant Systems and for notifying the Contractor of any errors after receipt of the applicable report from the Contractor. The Merchant shall notify the Contractor of all incorrect reports or output within two (2) Business Days after receipt of such reports or output. Within one (1) Business Day of the original Transaction, the Merchant must balance each Location to the Contractor's Systems for each Business Day that each Location is open. If the Merchant determines that Transactions have been processed in error, the Merchant

shall initiate the appropriate actions for adjustment to correct the Transaction in question.

14. CONVEYED TRANSACTIONS

Payment of Settlement Funds due to the Merchant for Conveyed Transactions will be governed by the agreement the Merchant has with the applicable Payment Network and the Contractor will have no responsibility for any Conveyed Transactions or for such Payment Network's performance under such agreement, including, without limitation, the funding and Settlement of, or disputes regarding, the Merchant's Conveyed Transactions. All Chargebacks, Refunds, Claims, and disputes will be handled directly between the Merchant and such Payment Networks. There will be no fees charged by the Contractor to the Merchant or to the Payment Network for Conveyed Transactions.

15. REPRESENTATIONS AND WARRANTIES

15.1. Merchant's Representations and Warranties. The Merchant represents and warrants to the Contractor now and on each day on which the Contractor provides Merchant Services and/or any Ancillary Services to the Merchant that:

- 15.1.1. The Merchant is a governmental body acting within the scope of its statutory authority and its ordinary course of operations; and the Merchant is not a "consumer" for the purposes of any Applicable Law or codes of conduct applicable to consumers (and, if the Merchant believes that it has or may become a "consumer" for any of those purposes, the Merchant will notify the Contractor immediately of that fact). Further, the Merchant acknowledges that it will not be treated as a consumer for purposes of the Contract, and laws and regulations relating to consumer protection shall not apply;
- 15.1.2. the Contract and its provisions constitute and create legal, valid, and binding obligations on the Merchant which is enforceable in accordance with their terms;
- 15.1.3. the Merchant's performance of its obligations will not violate any Applicable Law or facilitate any unlawful Transactions, and the Merchant is not aware of any breach by it of any such laws;
- 15.1.4. the Merchant has implemented and will continue to maintain reasonable processes and controls to identify and prevent the criminal misuse of the Merchant Services, and/or any Ancillary Services and other products and services the Contractor may provide to the Merchant;
- 15.1.5. there are no bona fide proceedings or other disputes pending or threatened against the Merchant in respect of which, if judgment is given against the Merchant, would materially affect the Merchant's financial condition or ability to pay the Contractor under the terms of this Contract;
- 15.1.6. the Merchant owns and controls the Settlement Accounts and any Ancillary Accounts, and the debiting of any account as provided in the Contract is not inconsistent with any restriction on the use of such account;
- 15.1.7. the Merchant has obtained all approvals and authorizations required to enable it to enter into, deliver, and perform the Contract and the Merchant Services and/or

any Ancillary Services contemplated under it, including in connection with any statutory requirements and/or any authorizations required;

15.1.8. the person executing this Contract has full authority, permission, and approval to execute this Contract and to bind the Merchant under its terms. The Merchant will not dispute such authority, permission, and approval.

15.2. Contractor's Representations and Warranties. The Contractor represents and warrants to the Merchant now and on each day on which the Contractor provides Merchant Services and/or any Ancillary Services to the Merchant that:

15.2.1. The Contractor is validly existing and in good standing;

15.2.2. The Contract and its provisions constitute and create legal, valid, and binding obligations on the Contractor which is enforceable in accordance with their terms;

15.2.3. The Contractor has all the necessary power and authority to enter into the Contract; and

15.2.4. The person executing this Contract has full authority, permission, and approval to execute this Contract and to bind the Contractor under its terms. The Contractor will not dispute such authority, permission, and approval.

16. TERM AND TERMINATION

16.1. Initial Term. The Contract shall commence upon the Effective Date and continue until the Completion Date set forth in Form P-37 (each an "Initial Term"), with an option to renew the Contract for an additional three (3) year term ("Subsequent Term"), with ninety (90) days' notice prior to the end of the Initial Term, subject to Governor and Executive Council approval.

16.2. Right of Termination Upon Specific Events. The Contractor can, to the extent permitted by Applicable Law, terminate the Contract or the provision of Merchant Services and/or any Ancillary Services, or withdraw or suspend the Merchant Services and/or any Ancillary Services, with immediate effect if any of the following occurs and remains uncured following any applicable cure period in respect of any Merchant (each a "Merchant Event of Default"):

16.2.1. Fraud. The Merchant or any of its employees or agents willfully or negligently engage in any Fraud, or suspected Fraud, whether committed by the Merchant, its employees or agents, or other Persons.

16.2.2. Breach of Contract. The Merchant breaches any term or condition of the Contract excluding Section 25 (Information Security) or Section 27 (PCI-SSC and Data) or any other agreement with the Contractor or any of the Contractor's Affiliates, including any payment obligation (excluding Data Compromise Losses), representation, warranty or failure to deliver information, and if the breach is capable of being cured, such breach remains uncured after thirty (30) days (a "Cure Period") following receipt of notice from the Contractor.

16.2.3. Financial condition. (a) the Merchant fails generally to pay its debts as they become due; (b) the Merchant initiates or enters into any composition or arrangement with its creditors to avoid execution, garnishment, attachment,

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seizure or forfeiture over any of its property or assets; (c) the Merchant enters into liquidation, insolvency, administration, receivership, administrative receivership, bankruptcy, reorganization, judicial management or any other similar procedure (other than in the context of a solvent re-structuring), or any step is taken to do so; (d) in the Contractor's sole and absolute discretion, the Contractor determines that the Merchant experiences a material adverse change in its financial condition or its ability to perform its obligations under the Contract; or (e) there is an entry of a judgment against the Merchant which the Contractor deems to be of a material nature.

- 16.2.4. Impermissible Assignment. Any assignment of the Contract by the Merchant in violation of Section 32 (Assignment).
- 16.2.5. Non-compliance with Applicable Law. The Merchant fails to comply with any Applicable Law or the Merchant or any of its employees or agents carry out its business or use the Merchant Services, any Ancillary Services or any other provided services that may, in the Contractor's sole discretion, constitute suspicious activities or present any risk of non-compliance with AML/Sanctions Laws.
- 16.2.6. Information Security. (a) the Contractor deems or suspects, in its sole and absolute discretion, that the Contractor fails to comply with Section 25 (Information Security) or (b) with respect to Data Compromise Losses, non-payment of such Data Compromise Losses within three (3) Business Days after notification from the other Party.
- 16.2.7. Payment Network Determination. Any Payment Network (or its approved quality assessor) determines that the Merchant, or any Third-Party Provider: (a) suffered a Compromised Data Event; or (b) failed to comply with PCI-SSC rules, Payment Network Rules, regulations and/or standards; and/or (c) otherwise failed to comply with any of the requirements set forth in Section 27 (PCI-SSC and Data).
- 16.2.8. Transaction irregularities. The Contractor deems, in its sole and absolute discretion, that: (a) the Merchant has irregular Transactions, (b) excessive Chargebacks, (c) there are any circumstances which may increase exposure for Chargebacks or (d) there are any circumstances which otherwise presents a financial or security risk to the Contractor.
- 16.2.9. Reputational risk. The Contractor deems, in its sole and absolute discretion, that the Merchant or any of its employees or agents, any activities the Merchant carries out or goods or services the Merchant offers, presents a reputational risk to the Contractor, any of its Affiliates or any Payment Network.

16.3. The Merchant's Right of Termination Upon Specific Events. The Merchant may, to the extent permitted by Applicable Law, terminate the Contract upon written notice to the Contractor if any of the following occurs and remains uncured following any applicable cure period:

- 16.3.1. Breach of the Contract: (a) The Contractor breaches, in a material respect, any representation or warranty of the Contractor's in the Contract, or any representation or warranty was or is incorrect in any material respect when made,

and if the breach is capable of being cured, such breach remains uncured after thirty (30) days following receipt of notice from the Merchant; or (b) the Contractor defaults in any material respect in the performance or observance of any term, covenant, condition, or agreement contained in the Contract, and, if the default is capable of being cured, such default remains uncured after thirty (30) days following receipt of notice from the Merchant.

16.3.2. Insolvency: The Contractor undergoes any proceedings in respect of bankruptcy, insolvency, receivership, winding-up, dissolution or assignment for the benefit of creditors; whether under the Bankruptcy Code or any similar law.

16.4. Termination for Applicable Law and Payment Network Rules. The Contractor may terminate this Contract with as much notice as is reasonably practicable under the circumstances if: (i) in its sole discretion such termination is reasonably necessary for the Contractor to comply with its obligations under any Applicable Law or the Payment Network Rules; or (ii) where the Contractor is required to do so by Applicable Law.

16.5. Suspension. In addition to the Contractor's other rights under the Contract, should the Merchant experience a Compromised Data Event or if the Contractor determines that a Merchant Event of Default has occurred, the Contractor may immediately suspend the Merchant Services and/or any Ancillary Services, credits or other payments of any and all funds, money and amounts now due or that hereafter become due to the Merchant pursuant to the terms of the Contract, until the Contractor has had reasonable opportunity to investigate such Merchant Event of Default and has determined that the exigent risk to the Contractor giving rise to such suspension has abated. The Contractor will notify the Merchant of any such suspension of the Merchant Services and/or any Ancillary Services and/or funding and the reasons for it within a reasonable period of time, but no later than three (3) Business Days from the beginning of such suspension, provided, that such notice is not, in the Contractor's sole determination, in contravention of Applicable Law or Payment Network Rules.

16.6. Acknowledgment of Reporting to Payment Networks. If the Contract is terminated for a Merchant Event of Default, the Merchant acknowledges that the Contractor, subject to and in accordance with the Payment Network Rules, may be required to report the Merchant's business name, the names and other identification of Merchant Controllers and/or principals, and information regarding Third-Party Providers and other Persons to the Payment Networks. In addition, if the Contractor considers that an act or omission by the Merchant falls within a Reason Code, at the Contractor's discretion, it may notify the Payment Networks of such Reason Code.

16.7: The Contractor agrees to provide the Services in accordance with the Service Level Agreement set forth in Exhibit D attached hereto (the "SLAs").

17. CONSEQUENCES OF TERMINATION

Without prejudice to the Contractor's rights under Section 6.4, when the Contract is terminated, all amounts due by the Merchant prior to the effective date of such termination shall be immediately due and payable in full upon demand. The Merchant shall not submit further Transactions for settlement and the Contractor shall have no obligation to continue to provide Merchant Services and/or any Ancillary Services.

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18. CHANGES TO MERCHANT ACQUIRING SERVICE

- 18.1. Requests for changes.** The Merchant may request the Contractor at any time to make changes to the Merchant Services and/or any Ancillary Services. The Contractor is not obliged to implement any changes, and all requests for changes are subject to the Contractor's approval. In making changes, the Contractor is entitled to rely on requests purporting to be from the Merchant. For certain changes, the Contractor may require that the Merchant's request(s) be in writing, in a form and manner acceptable to the Contractor, or be from an authorized person designated by the Merchant.
- 18.2. Mandatory Changes.** The Contractor may, as required by Applicable Law, the Payment Networks or in accordance with the Payment Network Rules: (i) change, add or delete any of the terms of the Contract; (ii) change any Payment Network Fees, Third-Party-Based Fees and/or Other Payments that are payable by the Merchant hereunder; and/or (iii) alter the way in which the Contractor provides the Merchant Services and/or any Ancillary Services to the Merchant ("**Mandatory Changes**"). All such changes will be effective as of the date any such Mandatory Change is implemented under Applicable Law or by the Payment Networks or such other date that may be notified to the Merchant.
- 18.3. Optional Changes.** The Merchant will not be required to transition to any new or different platforms during the term of the Contract. But, if the Merchant agrees to transfer to new or different platforms within the term of the Contract, the transfer will be at no cost to the Merchant.

19. MERCHANT ACCOUNTS

- 19.1.** Merchant Identification Numbers (MIDs) and Transaction Identification Numbers (TIDs) shall only be designated to Merchants with written notification from the MCS Administrator after review and agreement of the State Treasurer, Department of Administrative Services Bureau of Accounts, and Department of Information Technology. No Agency shall be allowed to directly submit a request to create, terminate or modify an existing MID.
- 19.2.** The Contractor shall establish and maintain all merchant accounts including both MIDs and TIDs. To establish a merchant account, the Merchant must submit the Contractor's standard request form (each, a "**MID Request Form**"), and the Contractor shall use commercially reasonable efforts to establish and activate such accounts within ten (10) Business Days of receiving a written MID Request Form from the MCS Administrator. The Contractor shall provide the MCS Administrator with the MIDs and TIDs when the accounts are established.

20. REPORTING

- 20.1.** The Contractor will enable the Merchant to maintain a four (4) tier merchant hierarchy, accommodating four (4) tiers of the following tier types to be used in connection with reporting and the generation of statements and invoices:
- 20.1.1. Corporate – e.g., State of New Hampshire – Dept. of Administrative Services;
 - 20.1.2. Agency Level – e.g., Department of Health and Human Services;
 - 20.1.3. Divisional Level – e.g., Division of Public Health Services;

20.1.4. Processing Level – e.g., Food Protection Online.

- 20.2. The Contractor's reporting system will enable each Agency to receive a monthly statement detailing all sales, processing, and interchange fees.
- 20.3. The Contractor shall enable the MCS Administrator to obtain monthly sales reports through the Contractor's reporting tool, which may be viewed by Agency and by each location MID. Reports may include total sales, total transactions, sales by card type, transactions by card type, all fees, with Contractor fees separately listed from card brand, interchange and other fees, and Exception Reports.
- 20.4. The Contractor's reporting tool will enable the Merchant to set up a schedule for generating and distributing monthly reports that reflect information from the previous month.
- 20.5. The Contractor's reporting tool shall provide the ability to limit each Agency to view only the financial data for only the hierarchy level they have been designated. The reporting tool shall allow the MCS Administrator and any designee, to view financial data at a statewide level.
- 20.6. Through the Contractor's reporting tool, Agencies may retrieve daily, monthly and by date range, reports of all Transactions that include, at a minimum, Transaction type, dollar amount of Transaction, date and time of Transaction, date of settlement, daily subtotal by Transaction for each Agency, authorization number for each Transaction, customer name and unique identifier, and the full credit card number for Agency individuals granted permission to see the full credit card number unmasked, in each case, as set forth in the Materials.
- 20.7. The online tool shall also provide Agencies the ability to access all reports available for at least fifteen (15) months. Historical data, for a minimum of two (2) years, with the above minimum criteria, must be provided by the Contractor upon request.
- 20.8. The Contractor shall provide data export capabilities to Microsoft Excel, Microsoft Access, and CSV file format.
- 20.9. The Contractor shall provide custom reports as requested by individual Agencies as specified and agreed to by the Merchant and the Contractor.

21. STATEMENTS

- 21.1. **Duty to Review Statements.** The Merchant shall promptly and carefully review Statements and the Contractor will affect adjustments remedying any errors on Statements, provided that the Merchant provides the Contractor written notice detailing such errors within sixty (60) days of receiving the applicable Statement. If the Merchant does not provide written notice of an error within such sixty (60) day time period, the Contractor shall not have any obligation or liability to investigate or correct such error, or to affect any related adjustment, absent any willful misconduct by the Contractor.
- 21.2. **Electronic Statements.** The Contractor will deliver Statements to the Merchant electronically, and the Merchant authorizes the Contractor to deliver Statements, as well as any Payment Network or regulatory information and notices of change in terms that

the Contractor would typically include with paper Statements, to the Merchant electronically.

22. CUSTOMER SUPPORT SERVICES

- 22.1. The Contractor shall provide a single Point of Contact ("POC") for the Merchant. The POC shall meet with the Merchant's MCS Administrator, at a minimum, bi-weekly, to review and discuss ongoing and changing action items that require immediate attention. The POC shall be a senior level employee of the Contractor with a minimum of five (5) years' experience working with government clients and the ability to call in experts throughout the Contractor's organization as necessary to address and resolve problems. The POC and designated experts must work directly with Agency leads as directed by the MCS Administrator.
- 22.2. The Contractor shall use commercially reasonable efforts to provide an acknowledgement of receipt to inquiries from Agencies within twenty-four (24) hours or the next Business Day.
- 22.3. The POC and the MCS Administrator shall meet annually, and individually, with participating Agencies to provide an annual business review and information on past and future performance including, but not limited to, Chargebacks, card processing fees and interchange rates, and discuss proactive ideas to plan and implement improvements as well as current and future long-term projects, in each case, as mutually agreed by the Parties.
- 22.4. The POC shall work with the MCS Administrator in identifying potential opportunities with non-participating agencies and divisions to join the Contract and present options directly to the appropriate agency officials as mutually agreed by the Parties.
- 22.5. The Contractor shall provide adequate and ongoing training to Merchant personnel on all aspects of credit card processing including but not limited to setting up new MID locations, report capabilities, industry best practices, security, and fraud prevention in accordance with the Contractor's internal policies and procedures.
- 22.6. The Contractor shall notify the MCS Administrator, on a timely basis, about fee changes in accordance with Section 18.2.

23. COMMUNICATIONS AND NOTICES

- 23.1. Any written notice, electronic notice, or other written communication to be given under the Contract shall be sent: (i) to the Contractor at the electronic mail or physical address as specified in the U.S. Territory Addendum (Exhibit E), any Supplement hereto, or as may otherwise be notified to the Merchant from time to time; or (ii) to the Merchant at the electronic mail or physical address of the MCS Administrator. Notices are effective upon receipt, except as otherwise provided in the Contract or any Materials. The language of the Contract is English, and all notices and information required to be given under the Contract will be in English. Notwithstanding the foregoing, the Contractor will endeavor to include the State's appointed MCS Administrator in all electronic mail, meetings, and or online communications sent to the State.

23.2. Monitoring of Phone Calls. To the extent permitted by Applicable Law, either Party may electronically monitor and/or record any telephone or other electronic communications (whether by telephone, short message service (SMS) message, multimedia messaging service (MMS) message or any other form of telephonic text message, electronic mail or otherwise) with the Merchant in those jurisdictions that permit that practice and following any legally required consent or disclosure procedures.

23.3. Electronic Mail Communications. If the Merchant chooses to use unencrypted electronic mail to send instructions or otherwise communicate with the Contractor, the Merchant agrees to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that the Contractor will rely on such electronic mail, which appears to be from the Merchant but which is unauthorized, and that such reliance may result in a loss. In addition, the Merchant agrees that the Contractor may rely on the integrity of electronic transmissions that the Merchant sends the Contractor, and the Merchant agrees to bear the risk that the information the Contractor receives differs from that sent to the Contractor, and that such reliance may result in a loss. In the event that an electronic transmission is unclear or if the Contractor becomes aware that it is not an authorized communication from the Merchant, the Contractor will not act on such transmission and will contact the Merchant to clarify any intended content of such transmission.

24. CONFIDENTIALITY AND MATERIALS

24.1. General. The Contractor acknowledges that information it obtains from the Merchant in connection with the Merchant Services and/or any Ancillary Services the Contractor provides to the Merchant under the terms of the Contract may be Confidential Information. The Contractor will maintain the confidentiality of such Confidential Information received from the Merchant in connection with the Merchant Services and/or any Ancillary Services the Contractor provides under the Contract in accordance with the Contractor's normal procedures for safeguarding customer information. The Merchant acknowledges that the Contract, the Contractor's pricing information, and the Materials shall be considered the Contractor's Confidential Information. The Merchant also acknowledges the Contractor's claim to proprietary rights in the Materials and the Contractor's Confidential Information and that the Materials and the Contractor's Confidential Information constitute their "trade secrets" or trade secrets of the Contractor's service providers, licensors, or vendors.

24.2. Restrictions. In respect of a Party's Confidential Information, the other Party will:

24.2.1. safeguard the Confidential Information at all times;

24.2.2. establish and maintain procedures to assure the confidentiality of the Confidential Information and any password or code;

24.2.3. use the Confidential Information only for the purposes for which provided; and

24.2.4. notify the other Party promptly by telephone, confirmed in writing, if any Confidential Information is lost or its confidentiality is compromised.

24.3. Use of Confidential Information. Neither Party will, nor will allow anyone else to, do any of the following without the other Party's prior consent:

- 24.3.1. disclose any Confidential Information of the other Party to any person or entity, except to its employees and agents, any Third-Party Provider, or any of the Contractor's service providers with a need to know the Confidential Information;
 - 24.3.2. make any copies, in whole or in part, of Confidential Information of the other Party in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Contract; or
 - 24.3.3. translate, reverse engineer, disassemble or decompile any Application or security devices of the other Party.
- 24.4. Use of the Materials.** The Merchant has sole responsibility for the custody, control, and use of all Materials. The Merchant must ensure that no Person will be allowed to initiate a request or other instruction contemplated in the Contract or to have access to any Materials without proper supervision and strict security controls to ensure that the Materials are only used in accordance with the Contract. If the Contract requires use of user identification codes or passwords, the Contractor will be entitled to rely on the correct user identification codes and passwords, as more fully described in the Payments Acceptance Procedures and shall not be responsible for any Losses resulting from the Contractor's correct use of such data.
- 24.5. Exceptions.** This Section does not limit either the Merchant's or the Contractor's ability to disclose information: (i) that the other Party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with the Merchant Services; (v) that is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or Regulatory Authority to which the Merchant or the Contractor are subject or submit, or (vii) as otherwise required to be disclosed by law or by legal or governmental process. This Section also does not limit the Contractor's ability, or that of its Affiliates, to access, analyze, and use, for any lawful purpose (including, without limitation, research, relationship management, marketing, analyzing market trends, data analysis and audits, and developing or providing products and services to other Persons), information about the Merchant, Transactions submitted by the Merchant, or any other information that the Contractor obtains in connection with providing products and services to the Merchant in accordance with the Contract. In addition, either Party may disclose to its offices, Affiliates, officers, employees, and agents (and those offices, Affiliates, officers, employees, and agents may disclose) such information as permitted under this Section or to otherwise carry out its duties or exercise its rights under the Contract. This Section does not limit the Contractor's ability or that of its Affiliates to access and use Transaction Data related to Merchant Services and/or any Ancillary Services provided to the Merchant in connection with the management of the Contractor or their business, including making reports to credit bureaus.
- 24.6. Damages Insufficient Remedy.** The Merchant and the Contractor acknowledge that damages may not be an adequate remedy to protect the other Party against breach of this Section of the Contract. The Merchant and the Contractor agree that the other

Party may seek injunctive or other equitable relief in respect of a breach of this Section of the Contract.

- 24.7. Aggregated, Anonymized Data.** Notwithstanding any provision contained in the Contract to the contrary, the Contractor and its Affiliates may use and disclose aggregated, anonymized Transaction Data and Cardholder data for the Contractor's and its Affiliates' internal analysis and reporting.
- 24.8. Open Records Law.** Notwithstanding the foregoing, the Contractor acknowledges that the Merchant is subject to the provisions of RSA 91-A (the "**Right-to-Know Law**") and that under certain circumstances, the Merchant may be required to release a copy of this Contract to a third party under the Right-to-Know Law. In the event that the Merchant receives a request for confidential information from any third party under the Right-To-Know Law, the Merchant shall immediately (but not later than five days) notify the Contractor of such request. Such notification shall include a copy of the written request received by the Merchant. As soon as is reasonably possible following such notice, the Merchant will provide the Contractor with copies of any documents and/or other materials that the Merchant believes to be responsive to such request. The Merchant shall respond to such request by either: (x) rejecting such request; or (y) acknowledging receipt of such request and advising the requesting Party that a subsequent response will be forthcoming. The Contractor may take whatever action (legal or otherwise) it deems necessary to prevent the Merchant's disclosure of such confidential information. However, with respect to Cardholder account numbers, personal information and other Card Transaction information, the Merchant will not disclose such information to any such requesting Party and may only disclose such information as otherwise required or permitted under Applicable Law or the Payment Network Rules.

25. INFORMATION SECURITY

25.1. Contractor's PCI Compliance

25.1.1. The Contractor must, at the Merchant's request, annually submit the Contractor's current and applicable Attestations of Compliance for the applicable solutions that the Merchant uses for merchant card processing that is provided by Contractor under this Contract. If at any time the Contractor becomes aware that its then-current Attestation of Compliance is no longer valid, the Contractor shall use commercially reasonable efforts to notify the Merchant within two (2) Business Days.

25.2. Contractor's Security Incident and Data Breach Notification. The Contractor shall investigate, respond to, and address each Compromised Data Event in accordance with the Contractor's internal incident response policies and procedures. In the event the Contractor documents and verifies the occurrence of a Compromised Data Event that affects Sensitive Authentication Data, Cardholder data or Transaction Data provided by the Merchant, the Contractor shall notify the Merchant of such Compromised Data Event within two (2) Business Days of the Contractor verifying the occurrence of such Compromised Data Event, except to the extent prohibited by the Contractor's internal incident response policies and procedures, the Payment Network Rules, Applicable Law, a Regulatory Authority, or a Payment Network.

- 25.3. Contractor's Security Incident and Data Breach Notification.** The Contractor shall inform the State of a Compromised Data Event in accordance with federal law, the Payment Network Rules, and/or NH RSA 359-C:20: Notice of Security Breach, as applicable.
- 25.4. Merchant's Security Measures.** The Merchant must, and must ensure that any Third-Party Providers, have sufficient and effective security measures in place for the protection of Cardholder data, Sensitive Authentication Data and Transaction Data and comply with the requirements of PCI-DSS. The Merchant is responsible for maintaining the security of any Cardholder data, Sensitive Authentication Data and/or Transaction Data it holds and ensuring that such data is adequately backed-up. The Contractor shall not be responsible for any loss of such data. The Merchant shall, and shall ensure that its Third-Party Providers, comply with the Visa Account Information Security Program, the Mastercard Site Data Protection Program and Discover Network's Information Security & Compliance, or any successor program for each of the foregoing, any relevant program established by any other applicable Payment Network, and demonstrate such compliance by the Merchant, or any of its Third-Party Providers, to the Contractor on their request. The Merchant shall use only services, Third-Party Providers, and Merchant Equipment that have been certified as PCI-DSS compliant by the Payment Networks. Please refer to the Payments Acceptance Procedures for additional information regarding security measures.
- 25.5. Data Compromise.** In addition to the Merchant's obligations as set forth in Section 8 and Section 12, if the Merchant or a Third-Party Provider (or other Person used by the Merchant) is determined by any Payment Network, regardless of any forensic analysis or report, to be the likely source of a Compromised Data Event and regardless of the Merchant's belief that the Merchant has complied with the Payment Network Rules and Applicable Law or any other security precautions and is not responsible for the Compromised Data Event, the Merchant must, on the date specified by the Contractor, pay the Contractor for all related expenses, claims, assessments, fines, losses, costs, penalties and Issuer reimbursements imposed by the Payment Networks, Regulatory Authority, attorneys general, or other Person(s) against Servicer(s) (together, "**Data Compromise Losses**").
- 25.6. Compromised Data Event Appeals.** If the Contractor is allowed under applicable Payment Network Rules to contest or appeal any amount assessed by a Payment Network against the Contractor, or any claim of an Issuer, which the Merchant is obligated to pay, the Merchant will be given the opportunity to advise whether it wishes the Contractor to contest or appeal the Assessment, Claim, penalty or fine on the Merchant's behalf. If the Merchant asks the Contractor to contest or appeal, all related costs will be paid by the Merchant and the Merchant shall prepare such appeal for the Contractor to submit on the Merchant's behalf. Any amount returned to the Contractor as a result of the contest or appeal will be promptly refunded to the Merchant in the ordinary course of the settlement process.
- 25.7. Merchant's Notice of Data Breach.** The Merchant shall: (i) notify the Contractor within twenty-four (24) hours of any suspected, alleged or confirmed Compromised Data Event arising; and (ii) engage, at the Merchant's expense, a certified PCI Forensic Investigator ("**PFI**") no later than the time required by a Payment Network, which shall be no longer than twenty-four (24) hours following the Merchant's discovery of that suspected or

actual Compromised Data Event. The Merchant must cooperate with the PFI so that it may immediately conduct an examination of Merchant Equipment, Merchant Systems, and the Merchant and its Third-Party Provider's procedures and records and issue a written report of its findings. The Merchant agrees that upon its discovery of a suspected or actual Compromised Data Event, the Merchant shall not alter or destroy any related records and will maintain complete and accurate documentation regarding any modifications made to the records. The Merchant shall share with the Contractor information related to its, or any Payment Network's, investigation related to any actual or suspected Compromised Data Event (including forensic reports and systems audits), and the Contractor may share that information with the Payment Networks. The Contractor may, in accordance with Section 16.2.2 (Breach of Contract) suspend or terminate any or all the Merchant Services and/or any Ancillary Services it may provide to the Merchant under the Contract for any actual Compromised Data Event.

- 25.8. System Scans.** In the event of a Compromised Data Event or if requested by any Payment Network, the Contractor, its respective representatives, or any forensic examiner approved by PCI Security Standards Council, LLC (collectively, the "**Requesting Entities**"), any of the Requesting Entities may conduct remote electronic scans of Merchant Systems, similar to those conducted under the PCI-DSS, and the Merchant must promptly cooperate to facilitate such scans.

26. DATA PROTECTION

- 26.1. Overall Data Security Regulations.** As a financial institution, the Contractor is required to comply with the information security standards established under national and international legal and regulatory requirements applicable to it. The Contractor is evaluated regularly for compliance with these obligations by various U.S. and international Regulatory Authorities, as applicable.
- 26.2. Data Protection.** The Merchant hereby represents and warrants to the Contractor now and on each day on which the Contractor provides Merchant Services and/or any Ancillary Services to the Merchant that the Merchant is in compliance with all Data Protection Laws, and where required under such Data Protection Laws the Merchant will maintain at all times during the term of the Contract a valid registration or authorization with any applicable Data Protection Authority. Except as set out for any specified jurisdiction in any Territory Addendum (Exhibit E), the Merchant is the controller and/or equivalent term under applicable Data Protection Laws regarding Personal Data it discloses to the Contractor. The Contractor will also be responsible as a controller and/or equivalent term under applicable Data Protection Laws for Personal Data once the Merchant has provided such Personal Data to the Contractor except to the extent that it is agreed that the Contractor will be responsible as the Merchant's processor and/or equivalent term under applicable Data Protection Laws for such Personal Data. To the extent that the Merchant is the controller and/or equivalent term under applicable Data Protection Laws regarding Personal Data, the Merchant shall ensure that it has: (i) in place sufficient legal grounds and obtained any necessary consents, in each case, sufficient to permit the processing of Personal Data by the Merchant and the Contractor, and the transfer of such Personal Data to the Contractor in accordance with applicable Data Protection Laws to enable the Contractor to provide the Merchant

Services and/or any Ancillary Services; and (ii) provided all necessary data protection notices including any of the Contractor's data protection notices it may specify in a Territory Addendum (Exhibit E) sufficient for the Merchant and the Contractor to process the Personal Data for the purposes described in the Contract, and to disclose the Personal Data to the types of recipients described in the Contract, including if applicable where the recipients are located outside of the originating jurisdiction, unless such disclosure is prohibited under applicable Data Protection Laws. The Merchant shall retain, and upon request provide the Contractor with, copies of such notices and consents. With regard to the Contractor's processing of Personal Data, the Contractor will comply with its obligations as a financial institution as set out in Section 28 (Limitation of Liability) and all applicable Data Protections Laws.

26.3. Processing of Personal Data.

26.3.1. Any disclosures of Personal Data that the Contractor makes will be made in compliance with applicable Data Protection Laws. The Contractor will not use Personal Data for direct marketing to Cardholders. The Contractor may process Personal Data for the following purposes:

- 26.3.1.1. to provide Merchant Services and/or any Ancillary Services to the Merchant;
- 26.3.1.2. to facilitate Transactions;
- 26.3.1.3. to comply with the rules of any relevant Payment Network, to respond to inquiries and fulfill requests from the Merchant, and manage the Contractor's relationship with the Merchant, including for the assessment of any credit risk;
- 26.3.1.4. to protect the security of accounts and Personal Data;
- 26.3.1.5. for business purposes, including data analysis, audits, developing and improving products and services, identifying usage trends, and determining the effectiveness of promotional campaigns, and enhancing, improving, or modifying the Contractor's Merchant Services and/or any Ancillary Services;
- 26.3.1.6. for risk management, for Fraud monitoring, detection, and prevention, including know your customer, anti-money laundering, due diligence requirements, compliance with Applicable Laws, and tax reporting;
- 26.3.1.7. to comply with Applicable Law legal process and law enforcement requirements; and
- 26.3.1.8. to send administrative information to the Merchant, such as changes to the Contractor's terms, conditions, and policies.

26.3.2. The Merchant agrees that the Contractor may disclose Personal Data to:

- 26.3.2.1. The Contractor's Affiliates, agents, auditors, and service providers;
- 26.3.2.2. Payment Networks and Fraud prevention agencies;

- 26.3.2.3. any other person if legally required, including to law enforcement agencies, Regulatory Authorities, and courts; and
- 26.3.2.4. any other person to whom the Contractor may transfer or intend to transfer, designate, or sell any of the Contractor's rights or obligations under the Contract.

26.4. Processing of Merchant Data. The Merchant agrees that the Contractor, and/or any of its Affiliates, may use, share, release, or process Merchant Data, for developing, enhancing, improving, or modifying the Merchant Services, any Ancillary Services, and other services that the Contractor may provide to the Merchant, including data and usage analysis and audits.

26.5. Processing of Data in Foreign Jurisdictions. The Merchant acknowledges and agrees that data processing related to Merchant Services and/or any Ancillary Services may take place in countries other than those where the Merchant and its accounts with the Contractor are located and/or where the Merchant's Locations are situated. The Merchant further understands that information concerning its relationship with the Contractor may be available on the Contractor's electronic data system both for information management purposes and in order to enable the Merchant to benefit from the Contractor's electronic banking services. The Merchant understands and agrees that, as a result, Personal Data, Merchant Data, and banking relationship information may be available to some of the Contractor's officers outside the country or countries where the Merchant and its accounts are not located and/or where its Locations are not situated. The Merchant authorizes the Contractor to transmit Personal Data, Merchant Data, and banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide Merchant Services and/or any Ancillary Services provided that such transmissions are undertaken in accordance with Applicable Law.

27. PCI-SSC AND DATA

- 27.1. Compliance with PCI-SSC Rules.** Without prejudice to the provisions of Section 5.1 (Compliance with Applicable Law), both Parties (and in the case of Merchant, any and all Third-Party Providers and other Persons used by the Merchant) will comply with all PCI-SSC rules, regulations and/or standards as required of them respectively, directly, or indirectly, by the Payment Networks.
- 27.2. Representation by Merchant.** The Merchant represents, warrants, and undertakes that no Compromised Data Event relating to Transaction Data processed by or on behalf of the Merchant has occurred before, and remains unremedied on, the date on which the Contract was signed by the Parties. In addition to the Contractor's rights under Section 16.2 (Right of Termination Upon Specific Events), if the Merchant breaches this representation, warranty, and undertaking, the Merchant acknowledges and agrees that the Contractor may immediately suspend the Merchant Services, any Ancillary Services and/or take such other steps as it, any Regulatory Authority or any Payment Network reasonably considers necessary to remedy the breach.
- 27.3. No Storage of Specific Data.** The Merchant will not at any time "store" (as defined in the PCI-SSC standards): (a) a Card's verification value in the Card's magnetic stripe, on the

Card, in or next to its signature panel, or in the Card's magnetic stripe image in a chip application; (b) a PIN verification value in a Card's magnetic stripe; (c) the full contents of any track from a Card's magnetic stripe (on the Card, in a chip or elsewhere); or (d) any other data (including any Sensitive Authentication Data) that any of the Payment Networks mandate from time to time as data that cannot be stored.

- 27.4. Retention of Records.** Subject to the requirements of the PCI-SSC and in addition to the other record retention requirements set forth in the Contract, the Merchant and the Contractor will retain accurate copies of all Transaction Data for a minimum period of eighteen (18) months from the date of the relevant Transaction, Chargeback, Retro-Charge or Representment to which it relates. The Merchant must retain legible copies or images of the Merchant's Transactions and any other records of Transactions in accordance with the terms of the Payment Network Rules. Please refer to the Payments Acceptance Procedures for additional information regarding retention of records.

28. LIMITATION OF LIABILITY

- 28.1. DISCLAIMER OF WARRANTIES. THIS IS A SERVICES AGREEMENT AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE CONTRACTOR DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO THE MERCHANT OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE MERCHANT SERVICES AND/OR ANY ANCILLARY SERVICES PROVIDED UNDER THE CONTRACT.**

28.2. Limitation of Liability.

28.2.1. Notwithstanding anything in the Contract to the contrary and to the fullest extent permitted by Applicable Law, Contractor's cumulative liability, in the aggregate for all Losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including those arising out of or related to the Contract) and regardless of the form of action or legal theory (including negligence) will not exceed the amount of Merchant Services Fees (exclusive of any Payment Network Fees and Third-Party-Based Fees) received by such Contractor pursuant to this Contract during the twelve (12) months immediately preceding the date on which the State's first claim under this Contract arose, provided, such limitation will not apply to Losses arising from Contractor's (a) fraud, gross negligence or willful misconduct; or (b) obligations to settle Card Transaction proceeds which are validly due to Merchant under this Contract.

28.2.2. Notwithstanding anything in the Contract to the contrary and to the fullest extent permitted by Applicable Law, Merchant's cumulative liability, in the aggregate for all Losses, claims, suits, controversies, breaches, or damages for any cause whatsoever (including those arising out of or related to the contract) and regardless of the form of action or legal theory (including negligence) will not exceed the amount of Merchant Services Fees (exclusive of any Payment Network Fees and Third-Party-Based Fees) received by such Contractor pursuant to this Contract during the twelve (12) months immediately preceding the date on which the Merchant's first claim under this Contract arose; provided, such limitation will

not apply to Losses arising from Merchant's: (a) fraud, negligence or willful misconduct; (b) breach of its confidentiality obligations under this Contract; (c) indemnity or reimbursement obligations under this Contract; (d) obligations related to Data Compromise Losses; (e) obligations to pay any and all Fees and Other Payments in accordance with this Contract; or (f) violation of Applicable Law or Payment Network Rules (including, for the avoidance of doubt, any fees, fines, charges, penalties or other amounts assessed by any governmental authority or Payment Network with respect to any such violation).

28.3. EXCLUSION OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANYTHING IN THE CONTRACT TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER ANY THEORY OF TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (EACH OF THE FOREGOING TYPES OF DAMAGES OR OTHER AMOUNTS ARE REFERRED TO HEREIN COLLECTIVELY AS "CONSEQUENTIAL DAMAGES"), EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR THE AVOIDANCE OF DOUBT, ANY ASSESSMENTS, CHARGEBACKS, CHARGES, FINES, PENALTIES OR OTHER LIABILITIES (INCLUDING ANY DATA COMPROMISE LOSSES) THAT MAY BE IMPOSED ON A PARTY BY A PAYMENT NETWORK OR OTHERWISE IN CONNECTION WITH THE MERCHANT SERVICES AND/OR ANY ANCILLARY SERVICES AND ALL RELATED COSTS AND EXPENSES INCURRED BY THE CONTRACTOR THAT ARE DUE FROM THE MERCHANT ARE NOT CONSEQUENTIAL DAMAGES (AS DEFINED HEREIN).

28.4. The Merchant's Reimbursement Obligation. To the extent not prohibited by Applicable Law, and subject to any applicable sovereign immunity of the State under Applicable Law, the Merchant agrees to reimburse the Contractor and the Contractor's Affiliates, employees, directors, and officers, for all Claims brought against such parties, and all related Losses, to the extent such Claims: (a) result from any breach of any warranty, covenant or obligation of the Merchant's under the Contract; (b) result from any misrepresentation by the Merchant under the Contract; (c) result from or relate to any act or omission (including Fraud, negligence, or willful misconduct) by the Merchant, the Merchant's employees, agents, or Third-Party Provider in connection with the Merchant Services; (d) result from the Merchant's provision of goods and services to Cardholders; (e) result from any instructions provided by the Merchant or on the Merchant's behalf in relation to the Merchant's Settlement Account; or (f) otherwise result from any of acts or omissions by the Merchant, the Merchant's employees, agents, or Third-Party Provider that render the Contractor in breach of any Applicable Law. The obligations contained in the preceding sentence will continue after the Merchant Services, any Ancillary Services the Merchant is using and/or the Contract is terminated for Claims that arise based on events occurring during the use of the Merchant Services and/or any Ancillary Services. This Section does not apply to any cost or damage attributable to the Contractor's gross negligence or intentional misconduct.

- 28.5. The Contractor's Reimbursement Obligation.** The Contractor agrees to reimburse the Merchant and its Affiliates, employees, directors, and officers, for all Claims brought against the Merchant, and all related Losses, to the extent such Claims result from: (a) any breach of any warranty, covenant or obligation by the Contractor under the Contract; (b) any misrepresentation by the Contractor under the Contract; or (c) any gross negligence or intentional misconduct by the Contractor or the Contractor's employees or agents in connection with the provision of the Services by the Contractor. This Section does not apply to any cost or damage attributable to the Merchant's gross negligence or intentional misconduct.
- 28.6. Reimbursement Procedure.** If a Party receives notice of any Claim for which reimbursement may be available under the Contract (the "**Reimbursed Party**"), the Reimbursed Party will: (a) promptly notify the Reimbursing Party hereunder (the "**Reimbursing Party**") of the Claim, and (b) reasonably cooperate with the Reimbursing Party in the investigation and defense of the Claim (which will be conducted at the Reimbursing Party's sole expense). The Reimbursing Party will, upon written notice from the Reimbursed Party, immediately undertake the defense of such Claim with counsel reasonably satisfactory to the Reimbursed Party. The Reimbursing Party will keep the Reimbursed Party reasonably informed of the progress and status of the Claim and will provide to the Reimbursed Party information that the Reimbursed Party requests about the Claim, the Claim's progress, and the Claim's status, to the extent reasonable. The Reimbursing Party will be entitled to direct the defense and settlement of any Claim; provided, however, that the Reimbursing Party will not settle any Claim without the Reimbursed Party's written consent to the extent that the settlement involves more than the payment of money by the Reimbursing Party. In addition to the defense provided by the Reimbursing Party, the Reimbursed Party may elect to retain its own counsel, but the Reimbursing Party will not be responsible for any fees or expenses of such counsel.
- 28.7. Acts and Omissions.** Neither Party will be responsible for the acts or omissions of the other Party's officers, employees, Affiliates, or agents (including the amount, accuracy, timeliness or authorization of any instructions or information received). The Contractor will not be responsible for the acts or omissions of any other person or entity, including any clearinghouse, Payment Network or processor, any country's central bank, any other financial institution, or any supplier (except for the Contractor's suppliers providing the Merchant Services and/or any Ancillary Services under the Contract), and no such person or entity will be deemed the Contractor's agent.
- 28.8. Force Majeure.** To the extent permissible under Applicable Law, neither the Merchant nor the Contractor will be liable for any failure or delay in performing the Contractor's respective obligations in relation to the Merchant Services and/or any Ancillary Services if that failure or delay is caused by circumstances beyond the control of the other Party, including any natural disaster (such as earthquake or flood), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, or for the act, omission, negligence or fault of the other, or if such performance would, in either Party's good faith belief, violate Applicable Law.

29. PUBLICITY

None of the Parties will use the other Party's name, Marks or initiate publicity relating to the Contract without the prior written approval of the other Party, except that a Party may make disclosures required by legal, accounting or regulatory requirements.

30. FURTHER AGREEMENTS

The Merchant shall execute such other agreements or documentation as the Contractor deems reasonably necessary for the Contractor to comply with the Contractor's obligations under Applicable Law, the Payment Network Rules and/or the Contract upon the Contractor's request.

31. RIGHT OF AUDIT AND REVIEW

31.1. To ensure compliance by the Merchant with the Contract, Applicable Law and the Payment Network Rules, including the Merchant's compliance with the data security standards adopted by the PCI Security Standards Council, LLC, upon thirty (30) days' written notice (or upon shorter notice or no notice if such an audit is requested or required by a Regulatory Authority, Payment Network or as the result of a Compromised Data Event relevant to the Contract), the Merchant will:

- 31.1.1. permit the Contractor and/or its duly authorized representatives or Persons to access during normal operating hours such premises, Locations, Merchant Equipment and/or systems (including any computer or server systems) on which the Merchant's operations are carried out or where the Merchant's records or stock are located without advance notice;
- 31.1.2. permit the Contractor and/or its duly authorized representatives or Persons to take and retain copies of all such records (in any medium) to determine whether the Merchant is in compliance with the requirements of the Contract and performing its obligations hereunder; and
- 31.1.3. provide all reasonable cooperation in relation to such audit.

31.2. Costs. Where such an audit is requested by a Payment Network or Regulatory Authority, the Merchant shall pay any costs and charges incurred by the Contractor in respect of such audit.

31.3. Remediation. The Merchant must promptly take corrective action acceptable to the Contractor, the Regulatory Authority, and the Payment Networks (as applicable) to rectify:

- 31.3.1. any failure to comply with the Contract or any problem identified in any report, examination or audit that could reasonably be expected to have an adverse impact on the Contractor, Issuers, Payment Networks or Cardholders; and
- 31.3.2. any control deficiencies identified in such report.

32. ASSIGNMENT

32.1. No Assignment by Merchant Without Prior Written Consent. The Merchant may not assign the Contract or transfer any right or delegate any duty or performance under the Contract (whether by operation of law, where applicable, or otherwise), without the Contractor's prior written consent, which shall not be unreasonably withheld. Any purported assignment by the Merchant of rights or delegation by the Merchant of

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obligations contrary to the provisions of the Contract shall be void. The Merchant shall be liable to the Contractor for all liabilities, Chargebacks, Settlement Fees, and Other Payments in connection with any and all Card Transactions submitted to the Contractor for processing by any assignee or transferee of the Contract not previously approved as such by the Contractor.

- 32.2. Material Event Notices.** The Merchant will also notify the Contractor at least ten (10) Business Days in advance of any changes to the Merchant's legal name, tax identification number, address, telephone/facsimile number, Settlement Account, or other profile information. The Merchant shall also provide the Contractor with advance written notice of any material change in its operations that would affect its ability to perform its obligations under the Contract or would otherwise change how the Merchant uses the Merchant Services and/or any Ancillary Services provided under the Contract, including any material changes in Transaction volume.
- 32.3. Assignment of Contract by Bank or Servicer.** Bank and/or any Servicer will not assign their respective rights and/or novate their respective rights and obligations, in whole or in part, under the Contract and any applicable Territory Addenda and/or Supplements to any Person without the State's prior written consent, which shall not be unreasonably withheld. Bank and/or any Servicer will provide fifteen (15) days prior written notice to the State of the assignment or novation (as applicable).
- 32.4. Binding Nature of Agreement.** Except as provided in the following sentence, the Contract will be binding upon permitted successors and assigns and will inure to the benefit of the parties and their respective permitted successors and assigns. In the event of an assignment for the benefit of creditors, custodian, receiver, officer of a court or other person charged with taking custody of a Party's assets or business, such assignee will not have any right to continue or to assume or to assign the Contract.

33. IRS REPORTING INFORMATION

Pursuant to Section 6050W of the Internal Revenue Code ("IRC"), merchant acquiring entities (like the Contractor) and third-party settlement organizations are required to file an information return reflecting all payment card transactions and third-party network transactions occurring in a calendar year. Accordingly, the Merchant will receive a Form 1099-K reporting its gross transaction amounts for each calendar year. In addition, the IRC may require the Contractor to undertake backup withholding if the Merchant does not provide the Contractor with the correct name and Taxpayer Identification Number that it uses when filing its income tax return that includes the transactions for its business. To the extent permissible under Applicable Law, the Merchant shall be responsible for any financial penalties imposed on the Contractor by any Regulatory Authority resulting from the Merchant's failure to provide the Contractor with information the Contractor may request from the Merchant that the Contractor require to fulfill the Contractor's obligations as required under Applicable Law (each a "Regulatory Penalty"). Any such Regulatory Penalties shall be paid to the Contractor immediately on the Contractor's demand in accordance with Section 8.1.

34. ENTIRE AGREEMENT OVERVIEW

34.1. Obligations of the Contractor

34.1.1. The Parties agree that the Contractor has provided all relevant contract information required for this Contract and the New Hampshire Vendor Registration as of the Effective Date. Contractor shall maintain this Contract and the Contractor's vendor registration with the State with up-to-date contact information by doing the following:

34.1.1.1. The Contractor's specific contact information (Sales contact, contract manager) shall be sent to the State's Contracting Officer listed in Box 1.9 of Form P-37.

34.1.1.2. Additionally, any applicable updates (e.g., contact names, email addresses, telephone numbers, W9, tax identification numbers) may be submitted through a formal electronic submission to the Bureau of Purchase and Property at:
<https://www.das.nh.gov/purchasing/vendorresources.aspx>

34.2. Interpretation.

34.2.1. The Contract, together with the relevant Territory Addendum (Exhibit E) including the Fee Schedule and any Supplements incorporated therein as amended from time to time, constitute and represent the entire agreement between the Merchant and the Contractor regarding the Merchant Services and/or any Ancillary Services the Contractor provides to the Merchant anywhere in the world and supersede and extinguish all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the Merchant and the Contractor relating to that Service. Throughout the Contract, where appropriate:

34.2.1.1. reference to any law, statute or order is to that law, statute or order as amended, modified, or replaced from time to time;

34.2.1.2. the term "law" includes Applicable Laws, rules, regulations, interpretations, orders, writs, judgments, injunctions, decrees, awards, and guidelines (whether or not having the force of law but, if not, compliance with which is customary or expected practice in the jurisdiction concerned), in each case issued by any authority or other body (whether governmental or non-governmental) having competence and authority over those matters;

34.2.1.3. singular terms include the plural, and the plural includes the singular;

34.2.1.4. reference to any gender includes the others;

34.2.1.5. the words "will" and "shall" are used interchangeably and have the same meaning;

34.2.1.6. the word "including" means "including, but not limited to," and the word "includes" means "includes, but is not limited to";

34.2.1.7. references to "days" mean calendar days unless otherwise indicated through the use of the phrase "Business Day"; and

34.2.1.8. reference to a "Section" or "Schedule" is to the corresponding Section of or Schedule to the Contract, as applicable. Headings are for convenience and reference only and will not in any way affect the meaning or construction of any provision of the Contract. Purchase orders, requests for production, pre-printed terms, or other Merchant-generated documents that the Contractor may receive are for administrative convenience only and do not modify the Contract and are expressly rejected by the Contractor.

- 34.3. Survival.** The terms of the Contract governing the Merchant's obligations and the Contractor's rights regarding the following matters will survive termination until all these matters are resolved or settled and all amounts owed to the Contractor are fully and irrevocably paid: (i) processing and settlement of Transactions; (ii) adjustments; (iii) all amounts (including Fees and Other Payments) due to the Contractor under the Contract; (iv) the resolution of any Chargebacks, Assessments, penalties and/or any other amount or liabilities involving Transactions; (v) Compromised Data Events; and (vi) all the Contractor's rights regarding the Merchant's material breach of any of its agreements, representations, warranties, covenants or other obligations under the Contract. In addition to the foregoing and any terms and provisions which by their terms or nature survive termination, will survive termination of the Contract.
- 34.4. Third Parties; Subcontractors.** The Parties are independent contractors. No Party will have any authority to bind any other Party. The Contractor may engage, subcontract with, or use its Affiliates and/or other Persons to provide Merchant Services and/or any Ancillary Services and perform any of its obligations under the Contract. Except for any person or entity to whom the Contract provides any express indemnity or covenant, the Merchant and the Contractor do not intend that the Contract shall confer any right or benefit on any person or entity who is not a Party to the Contract (including any right or requirement to consent to any variation, amendment or termination of the Contract), and any and all laws or regulations conferring such rights or benefits are hereby excluded (to the maximum extent permissible). Nothing contained in the Contract shall create any agency, fiduciary, joint venture or partnership between the Merchant and the Contractor.
- 34.5. Severability.** If any provision of the Contract or its application to any person or set of circumstances is held to be invalid, unlawful, void, or unenforceable to any extent, the remaining provisions of the Contract and their application to any other persons or circumstances shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
- 34.6. Waiver.** No delay or failure to exercise any right or remedy under the Contract constitutes a waiver of that right or remedy. No waiver of a single breach or default under the Contract constitutes a waiver of any other breach or default. Any waiver under the Contract must be in writing.
- 34.7. Counterparts; Electronic Versions.** The Contract and any Supplements hereto may be executed in any number of counterparts and all such counterparts taken together will be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of the Contract or any Supplement, by facsimile or

other electronic means, will be effective as delivery of a manually executed counterpart of the Contract or any Supplement.

35. CONVENIENCE FEE MODEL

- 35.1. Schedule E to the U.S. Territory Addendum – Managed Service Fee Addendum sets forth additional terms and conditions applicable to the convenience fee funding model.
- 35.2. The Contractor shall have the capability to collect and process payments on behalf of the cardholders' making payments to Agencies using the convenience fee model as set forth in Schedule E to U.S. Territory Addendum.
- 35.3. The convenience fee model shall support IVR and online acceptance.
- 35.4. Requirements of the State of New Hampshire Department of Revenue Administration ("DRA").
 - 35.4.1. To the extent required by Applicable Law, the Contractor shall execute the form confidentiality agreement provided by the DRA and agreed by the Contractor, acknowledging that the Contractor is bound by the applicable confidentiality requirements enumerated in RSA 21-J:14.

36. GIFT CARD SERVICES

- 36.1. Schedule F to the U.S. Territory Addendum – Gift Card Processing Agreement sets forth additional terms and conditions applicable to gift card processing services provided to the Merchant.
- 36.2. The State reserves the right to proceed forward with merchant card processing services and P2PE encrypted solutions with or without a gift card processing solution.
- 36.3. Cardholders shall be able to check their gift card balances anytime by phone.
- 36.4. Gift cards shall not have an expiration date.
- 36.5. Gift cards shall be reloadable and have other features as provided in this Contract and the Materials.

37. VALIDATED POINT-TO-POINT ENCRYPTION AND ANALOG SOLUTIONS

- 37.1. The Contractor shall supply for purchase new terminals for use at the various Merchant locations as provided in Schedule A to U.S. Territory Addendum. Each terminal shall be pre-injected with all necessary software as provided in this Contract. The new terminals may be either Ethernet-based or Analog-based depending on the Merchant's requirements at each location.
- 37.2. The solution must be listed on the PCI SSC's website, Official PCI Security Standards Council Site (<https://www.pcisecuritystandards.org>), with a reassessment date that is not in the past. If reassessment dates are in the orange or red, provide expected resolution of issues. If the reassessment date is within six (6) months, include current status of reassessment, then provide a plan for the Contractor to complete an approved reassessment prior to the reassessment date.
- 37.3. The solution shall operate in real time as provided in this Contract and the Materials.

- 37.4. The solution shall support EMV chip, EMV-based technology, swipe, Manual Key, Near-Field Communication (NFC)/contactless, and Store and Forward.
- 37.5. The Contractor shall use commercially reasonable efforts to order replacement hardware within forty-eight (48) hours of receiving a properly submitted request for replacement hardware.
- 37.6. The Contractor shall deploy, deliver, and provide installation technical assistance for all the terminals at the various Merchant locations as provided in this Contract. The terminals shall be standalone PCI-validated solution for card-present, mail order/telephone order (MOTO) transactions, as well as mobile implementations. Any device that is deemed to be removed needs to be addressed through each Agency personnel. Any device that is removed shall be liquidated by the Agency following the State requirements for proper disposal.
- 37.7. The Contractor shall implement their proposed solution using best practices and industry standards. The Contractor shall provide all necessary upgrades and support as provided in this Contract. The Contractor shall repair or replace software and provide maintenance of the software in accordance with the specifications, terms, and requirements of the Contract.
- 37.8. The Contractor shall offer replacement terminals as provided in this Contract for the Fees set forth in Exhibit C when terminals become "end of life". The Merchant will work with the Contractor on approving devices that are certified P2PE by the Contractor.
- 37.9. The Contractor shall maintain a record of the activities related to maintenance activities performed for the Merchant including replacement of defective units and software upgrades. The Contractor shall use commercially reasonable efforts to work with the Merchant to identify and troubleshoot failures or deficiencies.
- 37.10. Contractor shall provide tamper proof seals (or similar) to cover any other open ports on the devices.

38. SUPPORT OBLIGATIONS AND PERFORMANCE GUARANTEES

- 38.1. **Obligation.** The solutions delivered and operated under the terms of this Contract are mission critical to the Merchant and any outage of the whole or partial System can put the Merchant and the public at risk. Timely and full response to any outage is a critical component of the maintenance, operations and support services provided. The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the Merchant in accordance with the Contractor's internal policies and procedures.
- 38.2. **Technical.** The Contractor shall be responsible for performing technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained within. As part of the System maintenance, operations, and support services, including all new software releases, the Contractor shall use commercially reasonable efforts to:

38.2.1. Provide timely responses to onboarding, modifications of environments, and terminations (e.g., new merchant IDs, new reports, etc.).

- 38.2.2. Provide accurate and timely financial reporting in accordance with the Contract.
- 38.2.3. Provide proper technical personnel for noncompliance issues, technical development, and potential fraud support.
- 38.2.4. Proper level of management support to resolve service performance issues.

38.3. Performance. Exhibit D sets forth Support Obligations Service Level Agreements in order to maintain the necessary level of service for the Merchant.

38.4. Support. For support provided to the Merchant, the Contractor must have a tiered response for support that will escalate the level of support depending on the situation.

38.4.1. Tier 1: On-site support by Merchant personnel who have completed training by the Contractor to alleviate most day-to-day issues.

38.4.2. Tier 2: Phone-based support from the Contractor.

38.4.3. Tier 3: Same day technical support and resolution from Contractor designated personnel with the Agency and MCS Administrator. There will be no additional cost for these support services.

38.5. Escalation Procedure

38.5.1. Level 1: Agency contacts MCS Administrator

38.5.2. Level 2: MCS Administrator contacts designated Contractor Point of Contact.

38.5.3. Level 3: State Directors (Department of Administrative Services and Department of Information Technology) and a Senior level Contractor contact.

38.5.4. Level 4: Commissioner of Administrative Services and Executive level Contractor Contact.

39. TRANSITION UPON CONTRACT TERMINATION OR EXPIRATION

39.1. The Merchant may solicit bids for the continuation of merchant card processing and validated point to point encrypted solution services prior to the expiration of this Contract. Should a subsequent contract be awarded to a provider other than the Contractor, the Contractor may, at the Contractor's discretion, reasonably cooperate with the Merchant in facilitating a smooth, orderly, and complete transition to the successor provider designated by the Merchant. Notwithstanding anything to the contrary in this Contract or otherwise, the Merchant acknowledges and agrees that any transition assistance provided by the Contractor may be subject to additional fees.

40. ADDITIONAL REQUIREMENTS

40.1. Except as otherwise provided in this Contract, all services requiring in person attendance and/or Merchant personnel assistance performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M., Eastern Time unless other arrangements are made in advance with the Merchant. Any deviation in work hours shall be pre-approved by the MCS Administrator. The Merchant requires ten (10) days advance knowledge of said work schedules to provide security and access to respective work areas.

- 40.2. The Contractor shall not commence work until a conference is held with each Merchant intending to utilize the Contractor's services, at which representatives of the Contractor and the Merchant are present. The conference will be arranged by the Merchant.
- 40.3. The Contractor or their personnel shall not represent themselves as employees or agents of the Merchant.
- 40.4. While on Merchant property, Contractor employees shall not be deemed to be employees of the Merchant.
- 40.5. If providing Merchant Services and/or Ancillary Services on location at Merchant property, Contractor shall require: (a) Contractor personnel on location at Merchant property to observe all regulations or special restrictions in effect at the Merchant and communicated to Contractor personnel; and (b) Contractor personnel on location at Merchant property to work only in areas where Merchant Services and/or Ancillary Services are being performed and to not use the Merchant's telephones unless permitted by the Merchant.

41. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that, to the Contractor's knowledge, as of the Effective Date, neither it nor its directors are subject to an enforcement action by a Regulatory Authority that would materially affect the Contractor's ability to perform its obligations under this Contract.

42. CRIMINAL RECORDS AUTHORIZATION FORM

If requested by the Merchant and to the extent required by Applicable Law, the Contractor and its employees and subcontractors that work on the premises of the Merchant and have access to the Merchant's Confidential Information, shall sign and submit a "Confidential Nature of Department Records Form" and a "Criminal Authorization Records Form" provided, that the terms and conditions set forth in such forms are acceptable to the Contractor. These forms shall be submitted to the Department of Administrative Services prior to the start of any work.

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EXHIBIT C – METHOD OF PAYMENT

1. CONTRACT PRICE

- 1.1. The Contractor hereby agrees to provide the Merchant Services in material accordance with the terms and conditions specified in Exhibit B and subject to the Price Limitation. The Price Limitation shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the Effective Date through the Completion Date as indicated in Form P-37 Block 1.7.
- 1.2. The Merchant agrees to pay the Contractor all Fees and/or other payments due to the contractor under the contract, including Merchant Services Fees and certain Payment Network Fees calculated pursuant to the fee schedule. Such Fees and/or other payments, including Chargebacks immediately due and payable under Section 10 (Chargebacks and Assessments) of Exhibit B, may be paid to the Contractor via:
 - 1.2.1. Debit of the Settlement Account designated to the Agency/Eligible Participant from which the transaction took place and/or;
 - 1.2.2. Any Ancillary Account designated to the Agency/Eligible Participant from which the transaction took place; or;
 - 1.2.3. The withholding, setting-off, recoupment and/or deferral of payment of any Settlement Funds the Contractor owes and/or holds on behalf of the Agency/Eligible Participant from which the transaction took place or;
 - 1.2.4. Bank transfer in accordance with instructions supplied with an appropriate invoice or;
 - 1.2.5. With sufficient notice given to and in consultation with the State Treasurer, debit of funds from a relevant Merchant account.

2. FEE SCHEDULE

Fee Collection Frequency: Monthly

Processing Fees:

- *Authorization Fee-Per Authorization Attempt
- **Per Item Fee-Per Settled Sale and Credit Transactions
- ***The discount rate is charged as a % of total gross dollar volume

Card Type	Auth Fee*	Per Item Fee**	Discount Rate***
Visa	\$0.0100	\$0.0000	0.0000%
Mastercard	\$0.0100	\$0.0000	0.0000%
American Express	\$0.0000	\$0.0000	0.0000%
Discover Full Service	\$0.0100	\$0.0000	0.0000%
PIN Debit	\$0.0100	\$0.0000	0.0000%

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Per Occurrence Fees:	Amount	Description
Chargeback Fee	\$2.50	Per Chargeback
Return Item Fee	\$0.0100	Per Credit (Return) Transaction
ACH Reject Fee	\$25.00	Per ACH Returned Item
Systems Enhancements	\$250.00	Per Hour of Coding
AVS Fee	\$0.00	Address Verification Fee
Voice Auth/ARU Fee	\$0.65	Per Voice Auth/ARU Item
Additional Product Fees:		
Smart Routing	\$0.005	Per Smart Routing Transaction

All Telecommunications costs/Third-Party-Based Fees will be passed through to the Merchant.

Interchange Schedule and Qualification Attachments (Interchange Schedules)

Visa and Mastercard Interchange	BANA.MVD F22.2.IC_Net MSA
Discover Interchange	BANA MVD F22.2.IC_Net MSA 2022 A Debit Network Standard
PIN Debit Switch and Interchange Fees	Fees FD

2.1. Sales plus interchange and Assessments will be collected on the frequency set forth in the above Fee Schedule.

2.2. Important Information About the Merchant's Fees

A significant amount of the fees that the Contractor charges the Merchant for processing the Merchant's Transactions consists of charges that the Contractor must pay to issuing banks (or that are otherwise charged to the Contractor by the Payment Networks) under the Payment Network Rules. These charges are often referred to as "**Interchange fees**" or simply "**Interchange**". Interchange fees are set by the Payment Networks based upon a series of Interchange programs that they establish and modify from time to time.

For this reason, the Interchange fee charged for a given Transaction depends on the Interchange program applicable to that Transaction; and that interchange program depends on a number of factors established by the Payment Networks, such as the type of Card Transaction presented, specific information contained in the Transaction, how and when the Transaction is processed, the merchant's industry and other factors. For a Transaction to qualify at any specific interchange program, the applicable qualification criteria must be met. If a Card Transaction does not qualify for the lowest interchange rate for which it is eligible, then that Card Transaction will be downgraded and processed at a more costly interchange rate for which it qualifies.

The Merchant will pay retroactive increased interchange fees for any Card Transactions that a Payment Network determines did not qualify for the rates originally used.

Note that the Payment Networks regularly add new interchange programs and change the interchange rates and qualification criteria for existing interchange programs.

Fees will be charged for all authorization requests, whether or not approved, all Transactions submitted for processing and all Chargebacks.

3. AGREED UPON CARD TYPES

The Merchant's account will be enabled to accept VISA, Mastercard, Discover® (Full Service), and American Express (Conveyed Transactions).

4. EQUIPMENT COSTS

The Contractor will provide, at no cost to the Merchant, up to 250 FD 150 equipment devices, excluding shipping and handling to the required locations within the State of New Hampshire. The devices will be Plug and Play. Should the Contractor discontinue the FD 150, or otherwise stop making available this Bank Equipment, the Contractor will provide similar, comparable Bank Equipment devices, as applicable. For the avoidance of doubt, (a) any replacement device following the "end of life" of any device and any upgrade from FD 150 devices to Clover P2PE devices would not be included and would be subject to the applicable Fees, and (b) the per device monthly cost (fee) of \$0 for the first device, and \$7.95 for any additional device, per MID, will still apply for all Clover Mini P2PE devices.

<u>Bank Equipment</u>	<u>Qty</u>	<u>Price</u>
FD 150	250	\$0.00*

Additional Bank Equipment required beyond those offered at no cost in this Section 4 will be at the rate offered by the Contractor in their proposal response and reflected in the table below. The Contractor will provide, and the State will purchase, 150 RP 10 PIN Pads. Unless expressly stated to the contrary, the equipment costs set forth below: (a) do not include the cost of cables, accessories, or other supplies, all of which must be ordered and purchased separately and (b) are not valid if the Merchant orders a make or model of equipment different than the make and model indicated in the Fee Schedule.

Pricing Description	Device Model	Unit Cost
Ethernet Device Make and Model	Clover Mini P2PE	\$956.00
Analog Device Make and Model	FD 150	\$576.00
Analog Device Make and Model	RP10 PIN Pad	\$227.00
Per Transaction Cost		\$0.00
Per Device Monthly Cost (Fees)*		First device free, then \$7.95 for each additional device, per MID

*Per Device Monthly Cost (Fees) only applies to the Clover Mini (ethernet terminals). For the avoidance of doubt, the Per Device Monthly Cost is considered a Third Party-Based Fee.

5. PAYMENT GATEWAY FEES.

5.1. Fees charged in connection with payment gateway are set forth in a payment gateway Supplement applicable to all Merchants in the United States Territory.

5.2. The Merchant acknowledges that all fees for payment gateway transactions are incremental to other fees set forth in this Exhibit C that may be charged on the same transactions.

6. **PAYMENT NETWORK PASS THROUGH FEES. PAYMENT NETWORK FEES INCLUDE THE FOLLOWING:**

VISA FEES: The following fees result from charges assessed to Servicer from Visa and are subject to increases, decreases and additional new fees imposed by Visa.	
<u>Fee/Name</u>	<u>Fee/Description</u>
VISA ASSESSMENT – Debit & Prepaid	0.13% Fee assessed on the gross dollar amount of all Visa signature Debit and prepaid card transactions.
VISA ASSESSMENT – Credit	0.14% Fee assessed on the gross dollar amount of all Visa Credit card transactions.
VISA BASE II SYSTEM FILE TRANSMISSION FEE	\$0.0018 Fee assessed on all Visa transactions transmitted through the Visa BASE II settlement system, including sales / purchases, sales returns / refunds, sales reversals, chargebacks, and chargeback reversals.
VISA ESTIMATED AUTHORIZATION FEE	0.02% Fee assessed on the gross dollar amount of approved Visa estimated authorizations including refund/return authorizations. An estimated authorization, also known as a pre-authorization, is an authorization that occurs before the final transaction amount is known and allows merchants to secure approved funds based on the estimated value of the goods or services the cardholder will purchase.
VISA INCREMENTAL AUTHORIZATION FEE	0.02% Fee assessed on the gross dollar amount of approved Visa incremental authorizations including refund/return authorizations. An incremental authorization is used to increase the amount of funds when the estimated amount is insufficient. Incremental authorizations may only be used if the purchase transaction was initiated with an estimated authorization.
VISA CARD VERIFICATION VALUE 2 (CVV2) FEE	\$0.0025 Fee assessed on authorizations that include Card Verification Value 2 (CVV2) validation and result in a usable match or no-match result. CVV2 is an optional service from Visa used primarily in card not present authorizations to confirm that both the cardholder has the card in their possession and the card is genuine. Does not apply to CVV2 validation requests that are part of an Account Verification Request submitted for \$0 or authorizations that are verified through Visa 3-D Secure authentication.
VISA ACCOUNT NAME INQUIRY FEE	\$0.05 Fee assessed on all Visa Account Name Inquiry (ANI) Service requests where a usable result (a minimum last name match) is returned. An ANI Service match request is used to validate an account owner name and is part of an Account Verification Request submitted for \$0. Fee will increase to \$0.10 on April 1, 2024.
VISA ADDRESS VERIFICATION SERVICE (AVS) FEE	\$0.001 Fee assessed on all Visa authorizations that are submitted for more than \$0 that receive one of the following Address Verification Service (AVS) response codes: Y (address and zip code matches), A (address matches but zip code does not match), Z (zip code matches but address does not match), or N (no match on either the address or zip code).
VISA ZERO DOLLAR VERIFICATION FEE – Domestic/U.S. Credit	\$0.035 Fee assessed on all Account Verification messages, including both approved and declined, AVS, and SMS account verification transactions on domestic (U.S. issued) credit cards. Account Verification Requests must be submitted for \$0 and are used to validate cardholder account numbers and other elements, such as CVV2 and AVS, prior to obtaining an actual Authorization.

VISA ZERO DOLLAR VERIFICATION FEE – Domestic/U.S. Debit & Prepaid	\$0.03 Fee assessed on all Account Verification messages, including both approved and declined, AVS, and SMS account verification transactions on domestic (U.S. issued) debit and prepaid cards. Account Verification Requests must be submitted for \$0 and are used to validate cardholder account numbers and other elements, such as CVV2 and AVS, prior to obtaining an actual Authorization.
VISA ZERO DOLLAR VERIFICATION FEE – International	\$0.07 Fee assessed on all Account Verification messages, including both approved and declined, AVS, and SMS account verification transactions on international (non-U.S. issued) cards. Account Verification Requests must be submitted for \$0 and are used to validate cardholder account numbers and other elements, such as CVV2 and AVS, prior to obtaining an actual Authorization.
VISA DIGITAL CREDENTIAL UPDATER (VDCU) FEE	\$0.12 Fee assessed on each digital credential and status update provided by the Visa Digital Credential Updater (VDCU) Service to a merchant that stores Visa EMV® Payment Tokens. VDCU Service provides updated digital credentials, such as the card number and expiry date, to participating credential-on-file (COF) merchants – this minimizes the risk of authorization declines due to out-of-date credentials. Fee applies to the first use of an updated digital credential or token obtained from VDCU. Fee will be effective July 1, 2023.
VISA NETWORK ACQUIRER PROCESSING FEE (NAPF) – Domestic/U.S. Credit	\$0.0195 Fee assessed on all Visa Credit card Authorization attempts on Credit cards issued in the U.S. Does not apply to \$0 Account Verification messages, Real Time Clearing pre-Authorization requests, authorization of purchase return or refund transactions, chargeback responses, and other administrative messages.
VISA NETWORK ACQUIRER PROCESSING FEE (NAPF) – Domestic/U.S. Debit & Prepaid	\$0.0155 Fee assessed on all Visa signature Debit and prepaid card Authorization attempts on Debit and prepaid cards issued in the U.S. Does not apply to \$0 Account Verification messages, Real Time Clearing pre-Authorization requests, authorization of purchase return or refund transactions, chargeback responses, and other administrative messages.
VISA NETWORK ACQUIRER PROCESSING FEE (NAPF) – International Credit	\$0.0395 Fee assessed on all Visa Credit card Authorization attempts on Credit cards issued outside of the U.S. Does not apply to \$0 Account Verification messages, Real Time Clearing pre-Authorization requests, authorization of purchase return or refund transactions, chargeback responses, and other administrative messages.
VISA NETWORK ACQUIRER PROCESSING FEE (NAPF) – International Debit & Prepaid	\$0.0355 Fee assessed on all Visa signature Debit and prepaid card Authorization attempts on Debit and prepaid cards issued outside of the U.S. Does not apply to \$0 Account Verification messages, Real Time Clearing pre-Authorization requests, authorization of purchase return or refund transactions, chargeback responses, and other administrative messages.
VISA BASE II CREDIT VOUCHER FEE – Domestic/U.S. Credit	\$0.0195 Fee assessed on all Visa credit voucher (sales return / refund) transactions for Credit cards issued in the U.S.
VISA BASE II CREDIT VOUCHER FEE – Domestic/U.S. Debit & Prepaid	\$0.0155 Fee assessed on all Visa credit voucher (sales return / refund) transactions for signature Debit and prepaid cards issued in the U.S.
VISA BASE II CREDIT VOUCHER FEE – International Credit	\$0.0395 Fee assessed on all Visa credit voucher (sales return / refund) transactions for Credit cards issued outside of the U.S.
VISA BASE II CREDIT VOUCHER FEE – International Debit & Prepaid	\$0.0355 Fee assessed on all Visa credit voucher (sales return / refund) transactions for signature Debit and prepaid cards issued outside of the U.S.
VISA AUTHORIZATION SYSTEM MISUSE FEE	\$0.09 Per Authorization (including a cardholder return/refund authorization) that is not followed by a matching Visa clearing transaction (or is not properly reversed in the case of a cancelled/voided transaction) as shown by a matching transaction ID. Billed on a one-month lag.
VISA ZERO FLOOR LIMIT FEE	\$0.20 Fee assessed on all clearing transactions (including cardholder returns/refunds) that are not authorized based on matching the Transaction ID on the Authorization to the

	Transaction ID on the Clearing transaction. Fee also applies if the Transaction ID is missing.
VISA INTERNATIONAL SERVICE FEES – BASE (FOR PURCHASE TRANSACTIONS)	1.00% of the source amount on U.S. Acquired Original Purchase transactions when the Issuer Country is different from the Merchant Country and the transaction is settled in U.S. dollars.
VISA INTERNATIONAL SERVICE FEES – ENHANCED (FOR PURCHASE TRANSACTIONS)	1.40% of the source amount on U.S. Acquired Original Purchase transactions when the Issuer Country is different from the Merchant Country and the transaction is not settled in U.S. dollars.
VISA INTERNATIONAL SERVICE FEES (FOR CASH ADVANCE TRANSACTIONS)	0.40% of the source amount on U.S. Acquired Cash Disbursement transactions when the Issuer Country is different from the Merchant Country.
VISA INTERNATIONAL ACQUIRER FEE (IAF)	0.45% Assessed on all transactions at a U.S. merchant location with a non-U.S. issued card.
VISA INTERNATIONAL ACQUIRER FEE (IAF) – HIGH RISK	0.45% Fee assessed on all transactions conducted at U.S. merchant locations with a non-U.S. issued card; applicable to high-risk merchants in MCCs 5962 (Direct Marketing – Travel-Related Arrangement Services), 5966 (Direct Marketing – Outbound Telemarketing Merchants), and 5967 (Direct Marketing – Inbound Telemarketing Merchants). This fee is assessed to high-risk merchants in addition to the Visa International Acquirer Fee.
VISA TRANSACTION INTEGRITY FEE	\$0.10 charged on each signature Debit Card and Non-PIN Debit Card transaction (including Visa Consumer and Business debit cards and Visa Consumer and Commercial Prepaid Cards) and each Credit Card transaction (including Consumer Credit, Corporate, Purchasing, and Business cards) that does not meet the qualification criteria defined under the Visa U.S. Custom Payment Service (CPS) program. Fee also applies to International Airline Program (IAP) transactions on U.S. issued cards at U.S. merchant locations.
VISA FIXED ACQUIRER NETWORK FEE	See Visa Fixed Acquirer Network Fee section of rate schedule for Visa/Mastercard/Discover Interchange referenced in Interchange Schedules section above. Billed on a one-month lag.
VISA PARTIAL AUTHORIZATION NON PARTICIPATION FEE (PANPF) FOR AFD MERCHANTS	\$0.01 Fee assessed on Automated Fuel Dispenser (MCC 5542) transactions that do not support partial Authorization.
VISA STAGED DIGITAL WALLET FEE	\$0.10 Fee assessed on all Visa Staged Digital Wallet purchase transactions that use a separate, non-Visa account number to initiate purchases for Visa cardholders.
VISA GLOBAL BUSINESS-TO-BUSINESS VIRTUAL PAYMENTS PROGRAM FEE – Domestic/U.S.	0.60% Fee assessed on transactions that qualify for the Visa Global Business-to-Business Virtual Payments Program for domestic (U.S. issued) virtual card transactions between online travel agencies (OTAs), travel service providers and other travel payment providers (both domestic and international) and travel suppliers (merchants in MCCs 3000-3999, 7011, 7512, 7513, 4511, 4111, 4112, 4121, 4411, 4131, 4582, 4722, 4789, 5812, 5813, 5814, 5962, 5992, 6513, 7012, 7032, 7033, 7298, 7519, 7832, 7922, 7991, 7992, 7996, 7997, 7999, or 9399).
VISA GLOBAL BUSINESS-TO-BUSINESS VIRTUAL PAYMENTS PROGRAM FEE – International	1.55% Fee assessed on transactions that qualify for the Visa Global Business-to-Business Virtual Payments Program for international (non-U.S. issued) virtual card transactions between online travel agencies (OTAs), travel service providers and other travel payment providers (both domestic and international) and travel suppliers (merchants in MCCs 3000-3999, 7011, 7512, 7513, 4511, 4111, 4112, 4121, 4411, 4131, 4582, 4722, 4789, 5812, 5813, 5814, 5962, 6513, 7012, 7032, 7033, 7298, 7519, 7832, 7922, 7991, 7992, 7996, 7997, 7999, or 9399).
VISA CONSUMER BILL PAYMENT SERVICE FEE	\$0.20 Fee applies to transactions that qualify for the Visa Consumer Bill Payment Service (CBPS) Program, an optional service for third party consumer bill pay providers that gives consumers the ability to pay all bill payments with a card through a single channel, usually in the form of an eCommerce website or a mobile application. Transactions must be submitted with a Business Application Identifier (BAI) of CB for Consumer Bill Payment. Eligible Merchants: Utilities (4900), Financial Institutions - Merchandise & Services (6012), Non-Financial Institutions - Foreign Currency.

	Money Orders - Not Wire Transfer, and Travelers Checks (6051), Real Estate (6513), Medical Services (8011, 8050, 8062, 8099), Education (8211, 8220, 8241, 8244, 8249, 8299) and Tax Payments (9311).
VISA MAGNETIC-STRIPE DATA (MSD) CONTACTLESS FEE	\$0.10 Fee assessed on all approved Visa contactless authorizations processed using Magnetic-Stripe Data (MSD) technology. As of October 2019, Visa requires all point-of-sale (POS) devices accepting contactless payments in the U.S. to support EMV-based technology. Service Stations (5541) and Automated Fuel Dispensers (5542) exempt from this fee until January 1, 2024.
VISA DATA CONSISTENCY FEE - Domestic/U.S.	\$0.10 Fee assessed per authorization on a domestic (U.S. issued) card that is re-submitted with changed data elements following a decline in an attempt to get an approval. These elements include, but are not limited to, merchant country, merchant category code, Point-of-Sale (POS) condition code, POS environment field, POS entry mode and electronic commerce indicator (ECI). Billed on a one-month lag. Implementation of this fee has been delayed to a future date.
VISA DATA CONSISTENCY FEE - International	\$0.15 Fee assessed per authorization on an international (non-U.S. issued) card that is re-submitted with changed data elements following a decline in an attempt to get an approval. These elements include, but are not limited to, merchant country, merchant category code, Point-of-Sale (POS) condition code, POS environment field, POS entry mode and electronic commerce indicator (ECI). Billed on a one-month lag. Implementation of this fee has been delayed to a future date.
VISA DECLINED TRANSACTION RESUBMISSION FEE - Domestic/U.S.	\$0.10 Fee assessed on the 16th and subsequent re-attempted authorizations on a domestic (U.S. issued) card after 15 previously declined attempts have been made on the same card number at the same merchant location in a 30-day period. Billed on a one-month lag.
VISA DECLINED TRANSACTION RESUBMISSION FEE - International	\$0.15 Fee assessed on the 16th and subsequent re-attempted authorizations on an international (non-U.S. issued) card after 15 previously declined attempts have been made on the same card number at the same merchant location in a 30-day period. Billed on a one-month lag.
VISA CATEGORY 1 (ISSUER WILL NEVER APPROVE) DECLINE FEE - Domestic/U.S.	\$0.10 Fee assessed on each re-attempted Authorization on a U.S. issued card after previously receiving a Category 1 decline on the same card number at the same merchant location. Category 1 is a sub-set of decline codes that indicates the card is blocked for use or never existed, which means there is no circumstance in which the issuer will grant approval. Category 1 decline code categories are defined by Visa and are subject to change. Current Category 1 decline codes are defined as 04 (Pickup card no fraud), 07 (Pickup card, special condition fraud account), 12 (Invalid transaction), 14 (Invalid account number), 15 (No such issuer), 41 (Lost card, pick up), 43 (Stolen card, pick up), 46 (Account closed), 57 (Transaction not permitted to cardholder), R0 (Stop payment order), R1 (Revocation of authorizations order), and R3 (Revocation of all authorizations order). Fee appears on your Merchant Statement as "VI NEVER APPROVE REATTEMPT FEE". Billed on a one-month lag.
VISA CATEGORY 1 (ISSUER WILL NEVER APPROVE) DECLINE FEE - International	\$0.15 Fee assessed on each re-attempted Authorization on a non-U.S. issued card after previously receiving a Category 1 decline on the same card number at the same merchant location. Category 1 is a sub-set of decline codes that indicates the card is blocked for use or never existed, which means there is no circumstance in which the issuer will grant approval. Category 1 decline code categories are defined by Visa and are subject to change. Current Category 1 decline codes are defined as 04 (Pickup card no fraud), 07 (Pickup card, special condition fraud account), 12 (Invalid transaction), 14 (Invalid account number), 15 (No such issuer), 41 (Lost card, pick up), 43 (Stolen card, pick up), 46 (Account closed), 57 (Transaction not permitted to cardholder), R0

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	(Stop payment order), R1 (Revocation of authorizations order), and R3 (Revocation of all authorizations order). Fee appears on your Merchant Statement as "VI NEVER APPROVE REATT XBORFEE". Billed on a one-month lag.
VISA EMV HIGH FALLBACK FEE	\$0.10 Fee assessed on each fallback Authorization occurring at a merchant location whose fallback rate is 10% or higher for the month. Fallback occurs when a chip-card terminal is unable to read the chip data on a chip-enabled card and, therefore, has to prompt the cardholder to swipe the card to process the payment using magnetic stripe data. The fallback rate is defined as the number of Visa magnetic-stripe fallback Authorizations divided by the total number of Visa electronically read Authorizations. Merchants with less than 10% Visa fallback Authorizations for the month are not subject to this fee for the month. For merchants with 10% or more Visa fallback Authorizations for the month, all fallback authorizations processed for the month are subject to this fee. Fee appears as "VI-EXCESSIVE CHIP FALLBACK FEE" on your merchant statement or reporting. Billed on a one-month lag.
VISA STOP PAYMENT SERVICE (VSPS) REPEAT AUTHORIZATION DECLINE FEE	\$1.00 Fee assessed on the 4th and subsequent Authorization attempt after receiving three previous Visa Stop Payment Service (VSPS) Authorization declines from the same stop payment request. VSPS allows issuers to place a stop payment to prevent future unwanted, recurring payments from being charged to a cardholder. VSPS authorization decline codes are R0 (Stop payment order), R1 (Revocation of authorization order), and R3 (Revocation of all authorization orders). Fee appears as "VISA STOP PAYMENT SERVICE FEE" on your merchant statement or reporting. Billed on a one-month lag.
VISA STOP PAYMENT SERVICE (VSPS) RETURNED ITEM FEE	\$5.00 Fee assessed on every cleared transaction that Visa subsequently matches to a stop payment request and returns back to the merchant. Visa Stop Payment Service (VSPS) allows issuers to place a stop payment to prevent future unwanted, recurring payments from being charged to a cardholder. Billed on a one-month lag.
VISA SYSTEM INTEGRITY DETAIL REPORT FEE	\$0.002 Fee assessed on all Visa authorizations that are subject to the System Integrity fees for Declined Transaction Resubmission, Category 1 (Issuer Will Never Approve) Decline, VSPS Repeat Authorization Decline, or EMV High Fallback (Excessive Chip Fallback). Billed on a one-month lag.
VISA IMAGES ADDED OR UPLOADED FEE	\$1.50 Fee assessed on each Visa dispute case where an image package is supplied to Visa (for all dispute types). Fee appears as "DISPUTE IMAGE FEE VISA DMS" or "DSPT IMAGE FEE VISA DMS" on your merchant statement or reporting.
VISA PRE-COMPLIANCE IMAGE FEE	\$0.45 Fee assessed on each pre-compliance request and response image package sent to Visa. Fee appears as "NW PRECOMP IMAGE FEE DM" or "VS-PRECOMP IMAGE FEE DMS" on your merchant statement or reporting.
VISA RETRIEVAL FULFILLMENT FEE	\$0.45 Fee assessed on each Visa retrieval request that has been fulfilled by the acquirer (on behalf of the merchant) with documentation. Fee appears as "NW RETRIEVAL VISA DMS" or "VS-RETRIEVAL FUL DMS" on your merchant statement or reporting.
VISA RETRIEVAL NON-FULFILLMENT FEE	\$0.45 Fee assessed on each Visa retrieval request that has not been fulfilled by the acquirer (because documentation was not provided by the merchant) and, the timeframe has now expired. Fee appears as "NW RETR NONFULFILL VISA DMS" or "VS-RETRIEVAL N/F DMS" on your merchant statement or reporting.
VISA PRE-ARBITRATION WITH QUALIFIED REMEDY FEE	\$5.00 Fee assessed on each filed Compelling Evidence pre-arbitration case where Visa performs historical lookups and field validation. Fee appears as "NW VISA PREARB CNP REMEDY DMS" or "VS-PREARB CNP REM DMS" on your merchant statement or reporting.
VISA CASE FILING FEE	\$12.50 Fee assessed on each filed Arbitration or filed Compliance case initiated through Visa. Fee appears as "NW CASE FILING FEE

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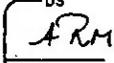
	VISA DMS" or "VS-CASE FILING FEE DMS" on your merchant statement or reporting.
VISA CASE RULING FEE	\$500.00 Fee assessed on each filed Arbitration or filed Compliance case where Visa has ruled in favor of the Issuer. Fee appears as "NW CASE RULING FEE VISA DMS" or "VS-CASE RULING FEE DMS" on your merchant statement or reporting.
VISA RESPONSE TO DISPUTE TIME FRAME FEE (21-25 days)	\$1.75 Fee assessed on each Visa chargeback where you provide documentation to represent the chargeback 21 to 25 days after the date from which Visa initiates the chargeback with Servicer. The Response Time Frame begins from when Visa initiates the chargeback with Servicer. This date on which Visa initiates the chargeback with Servicer should not be confused with, and may be earlier than, the date on which you receive notice of the chargeback. Responses received after 30 days will be assessed the Expired Response to Dispute Time Frame Fee. As a best practice, merchants should respond to all chargebacks by the due date provided on the chargeback notification to help minimize these fees. Fee appears as "MERCH RSP DAY 21-25 VISA DMS" or "VS-MER RESP 21-25 DMS" on your merchant statement or reporting.
VISA RESPONSE TO DISPUTE TIME FRAME FEE (26-30 days)	\$2.15 Fee assessed on each Visa chargeback where you provide documentation to represent the chargeback 26 to 30 days after the date from which Visa initiates the chargeback with Servicer. The Response Time Frame begins from when Visa initiates the chargeback with Servicer. This date on which Visa initiates the chargeback with Servicer should not be confused with, and may be earlier than, the date on which you receive notice of the chargeback. Responses received after 30 days will be assessed the Expired Response to Dispute Time Frame Fee. As a best practice, merchants should respond to all chargebacks by the due date provided on the chargeback notification to help minimize these fees. Fee appears as "MERCH RSP DAY 26-30 VISA DMS" or "VS-MER RESP 26-30 DMS" on your merchant statement or reporting.
VISA ACCEPT DISPUTE TIME FRAME FEE (21-25 days)	\$0.50 Fee assessed on each Visa chargeback where you reply back with acceptance of the financial liability 21 to 25 days after the date from which Visa initiates the chargeback with Servicer. The Accept Time Frame begins from when Visa initiates the chargeback with Servicer. This date on which Visa initiates the chargeback with Servicer should not be confused with, and may be earlier than, the date on which you receive notice of the chargeback. Responses received after 30 days will be assessed the Expired Response to Dispute Time Frame Fee. As a best practice, merchants should respond to all chargebacks by the due date provided on the chargeback notification to help minimize these fees. Fee appears as "LATE ACCEPT DAY 21-25 VISA DMS" or "VS-LATE-ACPT 21-25 DMS" on your merchant statement or reporting.
VISA ACCEPT DISPUTE TIME FRAME FEE (26-30 days)	\$0.75 Fee assessed on each Visa chargeback where you reply back with acceptance of the financial liability 26 to 30 days after the date from which Visa initiates the chargeback with Servicer. The Accept Time Frame begins from when Visa initiates the chargeback with Servicer. This date on which Visa initiates the chargeback with Servicer should not be confused with, and may be earlier than, the date on which you receive notice of the chargeback. Responses received after 30 days will be assessed the Expired Response to Dispute Time Frame Fee. As a best practice, merchants should respond to all chargebacks by the due date provided on the chargeback notification to help minimize these fees. Fee appears as "LATE ACCEPT DAY 26-30 VISA DMS" or "VS-LATE-ACPT 26-30 DMS" on your merchant statement or reporting.
VISA EXPIRED RESPONSE TO DISPUTE TIME FRAME FEE	\$1.00 Fee assessed on each Visa chargeback for which either no response is received or a response is received 30 days after the

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	date from which Visa initiates the chargeback with Servicer. This date on which Visa initiates the chargeback with Servicer should not be confused with, and may be earlier than, the date on which you receive notice of the chargeback. As a best practice, merchants should respond to all chargebacks by the due date provided on the chargeback notification to help minimize this fee. Fee appears as "NO ACCEPTANCE VISA DMS" or "VS-NO ACPT DMS" on your merchant statement or reporting.
VISA NON-COMPLIANT DYNAMIC CURRENCY CONVERSION (DCC) TRANSACTION FEE	1.00% Fee assessed on non-compliant DCC transactions that are processed in an incorrect cardholder billing currency or with a DCC-ineligible card product. This is defined as either 1) the transaction is conducted in a different currency, than the cardholder's billing currency, 2) the transaction is conducted with a Visa consumer debit or prepaid card that is enabled with the Visa Multi-Currency Solution, or 3) the transaction is conducted with a Visa consumer travel prepaid card (including Visa TravelMoney).
VISA NON-DOMESTIC SETTLEMENT CURRENCY FEE	0.10% Fee assessed on Dynamic Currency Conversion (DCC) and Multi-Currency purchase and return/refund transactions that are settled in one of the following currencies: Australian Dollar (AUD), Canadian Dollar (CAD), Danish Krone (DKK), Euro (EUR), Hong Kong Dollar (HKD), Japanese Yen (JPY), New Zealand Dollar (NZD), Norwegian Krone (NOK), Singapore Dollar (SGD), South African Rand (ZAR), Swedish Krone (SEK), Swiss Franc (CHF), or United Kingdom Pound Sterling (GBP).
VISA MARKETPLACE PROGRAM FEE	0.30% Fee assessed on Foreign Retailer Volume. Fee applies to domestic (U.S. issued card) marketplace transactions where the marketplace and the issuer are both in the U.S. but the retailer is outside of the U.S. Merchant must be registered with Visa as a marketplace. An additional fee of 0.10% applies to any foreign retailer marketplace transaction volume that is not identified with the Foreign Retailer Indicator.
MASTERCARD FEES: The following fees result from charges assessed to SERVICER from Mastercard and are subject to increases, decreases and additional new fees imposed by Mastercard.	
Fee/Name	Fee/Description
MASTERCARD ASSESSMENT FEE	0.13% Fee assessed on the gross dollar amount of all Mastercard transactions.
MASTERCARD ASSESSMENT FEE (>=\$1,000)	0.01% Fee assessed on the gross dollar amount of Mastercard Consumer and Commercial credit transactions that are \$1,000 or greater.
MASTERCARD CLEARING CONNECTIVITY FEE	\$0.002294 Fee assessed per kilobyte on all settled transactions for the transmission of clearing data.
MASTERCARD AUTHORIZATION CONNECTIVITY FEE	\$0.002294 Fee assessed per kilobyte on all authorizations for the transmission of authorization data.
MASTERCARD DECLINE REASON CODE SERVICE FEE	\$0.02 Fee assessed on each Card Not Present authorization that is declined with a Mastercard reason code of 79 (Life Cycle), 82 (Policy) or 83 (Security) and receives a Merchant Advice Code (MAC) value of 01 (Updated / additional information needed) or 03 (Do not try again). The Mastercard Decline Reason Code Service, also known as the Mastercard Authorization Optimizer Service, provides additional information on card not present authorization declines to determine when and if a re-attempt should be tried.
MASTERCARD AUTHORIZATION OPTIMIZER FEE	\$0.02 Fee assessed on each card not present authorization attempt that is declined with a Mastercard Reason Code of 51 (Insufficient Funds) and receives a Merchant Advice Code (MAC) value between 24 and 30 (24 = Retry after 1 hour, 25 = Retry after 24 hours, 26 = Retry after 2 days, 27 = Retry after 4 days, 28 = Retry after 6 days, 29 = Retry after 8 days, 30 = Retry after 10 days). The Mastercard Authorization Optimizer Service, also known as the Mastercard Decline Reason Code Service, provides additional information on card not present authorization declines to

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	determine when and if a re-attempt should be tried. Fee will be effective beginning October 9, 2023.
MASTERCARD CROSS BORDER FEE (U.S.)	0.60% Fee assessed on all Consumer, Commercial, Credit and Debit transactions that are processed with the country code of the merchant different from the country code of the cardholder, where the transaction is settled in U.S. dollars.
MASTERCARD CROSS BORDER FEE (Non U.S.)	1.00% Fee assessed on all Consumer, Commercial, Credit and Debit transactions that are processed with the country code of the merchant different from the country code of the cardholder where the transaction is not settled in U.S. dollars.
MASTERCARD NETWORK ACCESS AND BRAND USAGE (NABU) FEE	\$0.0195 Fee assessed on all Mastercard Authorization attempts and credit (sales return) transactions that are processed with a U.S. issued card at a U.S. merchant location. Does not apply to Authorization reversals and \$0 Account Status Inquiry transactions.
MASTERCARD ADDRESS VERIFICATION SERVICE (AVS) CARD PRESENT FEE	\$0.01 Fee assessed on all Mastercard Card Present Authorizations that use the Address Verification Service (AVS) that are submitted for more than \$0.
MASTERCARD ACCOUNT STATUS INQUIRY FEE - INTERREGIONAL	\$0.03 Fee assessed on all Card Present Account Status Inquiry Service messages where the country code of the merchant is different from the country code of the cardholder. Account Status Inquiry Service transactions must be submitted for \$0 and are used to validate cardholder account numbers and other elements, such as CVC 2 and AVS, prior to obtaining an actual Authorization.
MASTERCARD ACCOUNT STATUS INQUIRY FEE - INTRAREGIONAL	\$0.025 Fee assessed on all Card Present Account Status Inquiry Service messages where the country code of the merchant is the same as the country code of the cardholder. Account Status Inquiry Service transactions must be submitted for \$0 and are used to validate cardholder account numbers and other elements, such as CVC 2 and AVS, prior to obtaining an actual Authorization.
MASTERCARD PROCESSING INTEGRITY FEE - PRE-AUTHORIZATIONS	\$0.045 Fee assessed to each pre-Authorization if all of the following conditions are met: (i) Authorization request is fully approved by the Issuer, (ii) Authorization is identified within the Authorization request message as a pre-Authorization and (iii) the Authorization is not followed by either a clearing transaction or Authorization reversal within 30 calendar days. Fee does not apply to (i) Automated Fuel Dispensers (MCC 5542), (ii) transit aggregated or transit debt recovery transactions, (iii) offline approved transactions and (iv) private label transactions. Billed on a one-month lag.
MASTERCARD PROCESSING INTEGRITY FEE - UNDEFINED AUTHORIZATIONS	\$0.045 Fee assessed to each undefined Authorization if all of the following conditions are met: (i) Authorization request is fully approved by the Issuer, (ii) Authorization is identified within the Authorization request message as an undefined Authorization and (iii) the Authorization is not followed by either a clearing transaction or Authorization reversal within 7 calendar days. Fee does not apply to (i) Automated Fuel Dispensers (MCC 5542), (ii) transit aggregated or transit debt recovery transactions, (iii) offline approved transactions and (iv) private label transactions. Billed on a one-month lag.
MASTERCARD PROCESSING INTEGRITY FEE - FINAL AUTHORIZATIONS	0.25% with a minimum of \$0.04 Fee assessed to each final Authorization if all of the following conditions are met: (i) Authorization request is fully approved by the Issuer, (ii) Authorization is identified as a final Authorization in the Authorization request message, and (iii) the Authorization is not followed by either a clearing transaction or Authorization reversal within 7 calendar days or the final clearing amount is submitted for an amount different from the approved Authorization amount or submitted in a different currency than the Authorization amount. Billed on a one-month lag.
MASTERCARD TRANSACTION PROCESSING EXCELLENCE FEE - EXCESSIVE AUTHORIZATION ATTEMPTS	\$0.15 Fee assessed on each declined authorization after 10 previously declined attempts have been made on the same card number at the same merchant location in a 24-hour period. Each

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	excessive authorization attempt is also assessed the Mastercard Processing Integrity Report Fee. Billed on a one-month lag. Fee will increase to \$0.30 effective January 1, 2024, and will increase again to \$0.50 effective January 1, 2025.
MASTERCARD TRANSACTION PROCESSING EXCELLENCE FEE - NOMINAL AMOUNT AUTHORIZATIONS	\$0.045 Fee assessed on each approved, card not present authorization that is submitted for \$1 or less and then subsequently reversed in an effort to validate card status. Each nominal amount authorization is also assessed the Mastercard Processing Integrity Report Fee. Note: If nominal amount authorizations are being used as a method to check card status, this fee can be avoided by using Mastercard Account Status Inquiry transactions instead. Billed on a one-month lag.
MASTERCARD TRANSACTION PROCESSING EXCELLENCE FEE - MERCHANT ADVICE CODE (MAC)	\$0.03 Fee assessed on each card not present Authorization that was previously declined with a Merchant Advice Code (MAC) value of 03 or 21 on the same card at the same merchant location for the same transaction amount within the previous 30 days. A value of 03 indicates that the card is closed or fraudulent, and a value of 21 is returned by the Mastercard Payment Cancellation Service (PCS) to indicate a cardholder cancelled the agreement. Each Authorization re-attempt subject to this fee will also be assessed the Mastercard Processing Integrity Report Fee. Billed on a one-month lag.
MASTERCARD PROCESSING INTEGRITY FEE - DETAIL REPORT	\$0.02 Fee applies to each Authorization that is subject to the Mastercard Processing Integrity Fee for pre-Authorizations, undefined Authorizations or final Authorizations or to the Transaction Processing Excellence Fees for Excessive Authorization Attempts, Nominal Amount Authorizations, and Merchant Advice Code (MAC). Billed on a one-month lag.
MASTERCARD CREDENTIAL CONTINUITY PROGRAM FEE	\$0.03 Fee assessed on each recurring payment Authorization submitted with outdated cardholder account credentials if the card number has updates in Mastercard Account Billing Updater at least 10 days before the attempted Authorization. Merchants must use the latest account information for recurring payment Authorizations either through use of an account updater product or by proactively contacting the cardholder before processing a recurring payment transaction. Fee does not apply to Account Status Inquiry messages submitted for \$0. Fee applies to each recurring payment authorization that exceeds minimum monthly threshold of 100 authorizations per aggregated merchant name (based on the location name submitted on the authorization).
MASTERCARD LICENSE VOLUME FEE	0.007% Fee assessed on the gross dollar amount of all Mastercard transactions. Fee based on a good faith effort to recover and allocate among our customers Mastercard's annual fees for licensing and third party processing and calculated by multiplying your settled Mastercard dollar volume by the percentage rate (which rate may be adjusted to reflect changes in those Mastercard fees and/or our allocation).
MASTERCARD eCOMMERCE SUSPECT FRAUD INDICATOR REBATE	\$0.015 Rebate for every eCommerce/Card Not Present Authorization reversal that includes the suspect fraud indicator. The suspect fraud indicator is used in the eCommerce/Card Not Present environment when an Authorization reversal is processed for an approved Mastercard Authorization where the merchant suspects fraud.
MASTERCARD ACQUIRER PROGRAM SUPPORT FEE	0.85% Fee assessed on all U.S. region acquired Mastercard Consumer Credit, Consumer Debit, and Commercial Card transactions for cards issued outside the U.S. region.
MASTERCARD CARD VALIDATION CODE 2 (CVC 2) FEE	\$0.0025 Fee assessed on all Card Present Authorizations that include Card Validation Code 2 (CVC 2) validation. CVC 2 is an optional service from Mastercard that was implemented to help reduce the risk of fraud and is part of the screening tools used by merchants to ensure that the person placing the order has the card. Fee does not apply to Account Status Inquiry transactions.
MASTERCARD SECURECODE™ (IDENTITY CHECK™) FEE	\$0.05 Fee assessed on all Mastercard Identity Check (formerly known as Mastercard SecureCode) verification requests that use

	the 3D Secure 1.0 protocol. Mastercard Identity Check is an optional service for eCommerce merchants that allows for an additional level of shopping security by requiring cardholders to enter additional log-in credentials that are verified by the issuer when completing an online sale (if the issuer participates in the service). The existing 3D Secure 1.0 protocol only supports providing limited authentication data to issuers and is only supported when the transaction takes place via a web browser (i.e., not in-app purchases).
MASTERCARD DIGITAL ENABLEMENT FEE	0.02% Fee assessed on the gross dollar amount of all Mastercard Card Not Present authorizations (both approvals and declines). Does not apply to Financial Declines that receive decline response code 51 (insufficient funds or over credit limit). Minimum fee amount of \$0.02 per authorization. Cap of \$0.20 per authorization.
MASTERCARD GLOBAL WHOLESALE TRAVEL BUSINESS-TO-BUSINESS FEE	1.57% Fee applies to transactions that qualify for the Mastercard Business-to-Business Global Wholesale Travel Transaction program for virtual card transactions between travel agents and travel suppliers. Transactions assessed this fee are not subject to the Mastercard Network Access and Brand Usage (NABU) fee, the Mastercard Cross Border fee, the Mastercard Acquirer Program Support Fee, and the Mastercard Card Present Address Verification Service (AVS) fees.
MASTERCARD ENTERPRISE SOLUTIONS FREIGHT PROGRAM FEE	0.50% Fee applies to transactions that qualify for the Mastercard Enterprise Solutions Freight Program for virtual card transactions between shippers, freight forwarders, consignees, freight handling agents, customs brokers, and other suppliers in the freight ecosystem in MCCs 3000-3350, 4011, 4111, 4112, 4214, 4215, 4511, 4789, 7299, 9311, 9399, and 9402.
MASTERCARD INSTALLMENT PAYMENTS FEE	Purchases: 1.30% (Group A) or 0.10% (Group B) or 0.00% (Group C) Returns: 1.15% (Group A) or 0.00% (Group B or C) Fee applies to purchase and return/refund transactions that qualify for the Mastercard Installment Payments program. Eligible Merchants: Group B - Retail Stores (5300, 5310, 5331, 5411, 5499, 5912), Restaurants/Bars (5813, 5814), Entertainment (7829, 7841, 7994), Transportation (4111, 4121), Parking Lots/Garages (7523), Telecommunications (4814), Cable/Satellite (4899), Fuel (5541, 5542), Electric Vehicle Charging (5552), Insurance (5960, 6300), Real Estate (6513), Financial Institutions (6012, 6050, 6051, 6540), Lottery/Gambling (7800, 7801, 7802, 7995), Government (9211, 9222, 9223, 9311, 9399, 9402); Group C - Utilities (4900). Group A rate applies to all other MCCs. All merchants are automatically opted into acceptance of the Mastercard Installment Payments product by Mastercard; however, merchants have the option to opt out of acceptance. For merchants who choose to opt-out, these transactions will be declined at the point-of-sale and be subject to applicable fees for declined authorizations. To opt-out at any time, please call your merchant portfolio officer or usual customer service phone number.
MASTERCARD MERCHANT LOCATION FEE	\$1.25 Fee assessed monthly per active merchant location. An active location is defined as a merchant location that processed at least one Mastercard transaction during the month. Merchant locations that have less than \$200 in Mastercard gross sales for the month are not subject to the fee for that month. Merchant locations in MCCs 8398 (Charitable Organizations) and 8661 (Religious Organizations) are not subject to this fee. Billed on a one-month lag.
MASTERCARD HUMANITARIAN PROGRAM CLEARING FEE	0.25% Fee assessed on the gross dollar volume of Humanitarian prepaid card transactions that are used to help humanitarian aid organizations deliver aid more effectively and more efficiently.
MASTERCARD INTERCHANGE COMPLIANCE DOWNGRADE FEE	\$0.15 Fee assessed on every transaction that is adjusted back by the Mastercard Interchange Compliance process for having an inappropriate interchange program assigned. The Mastercard

	Interchange Compliance process matches clearing transactions with data from the corresponding authorization messages to verify the data for accuracy and consistency. If the process determines that an incorrect interchange program has been assigned to the transaction, the process adjusts the transaction back and provides a reason for why the interchange rate was not appropriate for the transaction.
MASTERCARD IMAGE INTERFACE TIER FEE	\$0.65 Fee assessed on each Mastercard dispute case where an image package is supplied to Mastercard (for all dispute types). Fee appears as "DISPUTE IMAGE FEE MC DMS" or "DSPT IMAGE FEE MC DMS" on your merchant statement or reporting.
MASTERCARD DISPUTE IMAGE EXCESSIVE PAGE FEE	\$1.00 Fee assessed for image packages sent to Mastercard where the page count is greater than 20 pages (fee charged per page for the 21st page and later). Fee appears as "NW DISPUTE EXCESSIVE PAGE MC DMS" or "MC-DSPT EXC PAGE DMS" on your merchant statement or reporting.
MASTERCARD INCOMING PRE-ARBITRATION ACCEPTANCE FEE	\$15.00 Fee assessed on all incoming pre-arbitrations where the merchant accepts the liability of the dispute. Fee appears as "NW MC PRE ARBITRATION ACPT FEE" or "MC PREARB ACCEPT FEE" on your merchant statement or reporting.
MASTERCARD CASE FILING FEE	\$20.00 Fee assessed on each Mastercard Pre-Compliance, filed Arbitration or filed Compliance case initiated through Mastercard. Fee appears as "NW CASE FILING FEE MC DMS" or "MC-CASE FILING FEE DMS" on your merchant statement or reporting.
MASTERCARD CASE RULING FEE	\$420.00 Fee assessed for each Mastercard filed Arbitration or filed Compliance case where Mastercard has ruled in favor of the Issuer. Fee appears as "NW CASE RULING FEE MC DMS" or "MC-CASE RULING FEE DMS" on your merchant statement or reporting.
MASTERCARD CASE WITHDRAWAL FEE	\$320.00 Fee assessed on each Mastercard filed Arbitration or filed Compliance case where the acquirer (on behalf of the merchant) has "Withdrawn" the case and accepted the liability of the dispute. Fee appears as "NW CASE FILING WD MC DMS" or "MC-CASE FILING W/D DMS" on your merchant statement or reporting.
MASTERCARD CLAIMS MANAGER FEE	\$1.35 Fee assessed on each Mastercard incoming chargeback. Fee appears as "DISPUTE CASE FEE MC DMS" or "DSPT CASE FEE MC DMS" on your merchant statement or reporting.
MASTERCARD TECHNICAL VIOLATION FEE	\$100.00 Fee assessed on lost Arbitration and Compliance cases when Mastercard determines that the merchant has violated an operating rule. Multiple Technical Violation Fees can apply to the same Arbitration or Compliance case.
MASTERCARD DYNAMIC CURRENCY MATCHING FEE	0.25% Fee assessed on Dynamic Currency Conversion (DCC) and Multi-Currency purchase and return/refund transactions that are settled in one of the following currencies: Australian Dollar (AUD), Canadian Dollar (CAD), Danish Krone (DKK), Euro (EUR), Hong Kong Dollar (HKD), Japanese Yen (JPY), Norwegian Krone (NOK), Singapore Dollar (SGD), South African Rand (ZAR), Swedish Krone (SEK), Swiss Franc (CHF), or United Kingdom Pound Sterling (GBP). Fee also applies to Multi-Currency purchase and return/refund transactions settled in New Zealand Dollar (NZD) and in all of the above currencies except Singapore Dollar (SGD).
DISCOVER NETWORK FEES: The following fees result from charges assessed to SERVICER from Discover Network and are subject to increases, decreases, and additional new fees imposed by Discover Network. Please note that Discover Network fees apply only to Transactions for all Discover Cards, unless Merchant is classified by Discover Network as having a Discover Direct Strategic Relationship.	
Fee/Name	Fee/Description
DISCOVER NETWORK ASSESSMENT	0.14% Fee assessed on the gross dollar amount of all Discover, JCB, UnionPay, Diners Club International, and Korea BCcard transactions.
DISCOVER DIGITAL INVESTMENT FEE	0.01% Fee assessed on the gross dollar amount of all Discover card not present transactions. Applicable transaction types include Mail

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	Order/Telephone Order, eCommerce, stored card account (card on file), in-app mobile commerce, and Voice Response Unit (VRU).
DISCOVER NETWORK DATA USAGE FEE	\$0.0025 Fee assessed on all Discover, JCB, UnionPay, Diners Club International, and Korea BCCard sales and credit (sales return) transactions.
DISCOVER ACCOUNT VERIFICATION SERVICE FEE	\$0.02 Fee assessed on all Account Verification messages, including both approved and declined, Address Verification Service (AVS), and Card Verification Value (CVV) account verification transactions. Account Verification transactions must be submitted for \$0 and are used to validate cardholder account numbers and other elements, such as CVV and AVS, prior to obtaining an actual authorization.
DISCOVER ADDRESS VERIFICATION SERVICE (AVS) FEE	\$0.005 Fee assessed on all Discover authorizations that are submitted for more than \$0 that receive one of the following Address Verification Service (AVS) response codes: X (address and 9 digit zip code matches), A (address and 5 digit zip code matches), Y (address matches but zip code does not match), T (9 digit zip code matches but address does not match), Z (5 digit zip code matches but address does not match), or N (no match on either the address or zip code).
DISCOVER NETWORK INTERNATIONAL SERVICE FEE	0.80% Fee assessed on all Discover, Diners Club International, JCB, UnionPay, and Korea BCCard transactions at a U.S. merchant location with a non-U.S. issued card.
DISCOVER NETWORK INTERNATIONAL PROCESSING FEE	0.50% Fee assessed on all Discover, Diners Club International, JCB, UnionPay, and Korea BCCard transactions where the country code of the merchant is different from the country code of the card issuer. Billed with applicable international interchange fees.
DISCOVER NETWORK AUTHORIZATION FEE	\$0.019 Fee Assessed on all Discover, JCB, UnionPay, Diners Club International and Korea BCCard Authorizations. Fee does not apply to authorizations of return or refund transactions.
DISCOVER PROGRAM INTEGRITY FEE	\$0.10 Fee assessed on all transactions on U.S. issued cards that downgrade to the Base Submission Level interchange programs.
DISCOVER TICKET RETRIEVAL FEE	\$1.00 Fee assessed for each Discover ticket retrieval request received. Fee appears as "NW TICKET RTR REQUEST DISC DMS" or "DS-TKT RETRIEVAL RQST DMS" on your merchant statement or reporting.

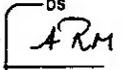
7. GENERAL PRICING INFORMATION:

7.1. Interchange Schedules. The fees and assessments and qualifying criteria set forth above may be changed from time to time as a result of Payment Network changes and in accordance with the Contract. References in those rate schedules to the "**Program Guide**" and "**Application**" will mean the Contract.

7.2. Information regarding certain Fees for the Agreed Upon Card types:

- 7.2.1. Billable Transactions include purchases, returns, declines, reversals, terminal balancing totals and Authorizations.
- 7.2.2. Authorization fees apply to all attempted authorizations and approved authorizations.
- 7.2.3. Per item fees include data capture and settlement.
- 7.2.4. The Discount Rate applies to gross processing volume.

The Merchant Services Fees set forth herein are in addition to all other Third-Party-Based Fees and all fees due and payable to the Contractor and/or any applicable Person and will be collected by the Contractor as set forth in the Contract.

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7.3. Information regarding supplies charges

- 7.3.1. Supplies are provided at our then-current costs, plus a fee for shipping and handling, per shipment.
- 7.3.2. The Merchant will be responsible for payment of all import duties and shipping and handling costs associated with any equipment purchased, rented, leased, or maintained by Servicer under the Contract.
- 7.3.3. In addition to the other fees specified in the Contract, the Merchant agrees to pay Servicer for any other fees and charges applicable to any Ancillary Services or other services the Merchant requests or requires which are not covered in the Contract.

8. TRANSARMOR DATA PROTECTION SERVICES FEES

Item	Fee	Driver
Token and Encryption (RSA) (12E)	\$0.01	per transaction
Token and Encryption (TDES) (12L)	\$0.01	per transaction
Token and Encryption (VeriFone) (12I)	\$0.01	per transaction
Token and Encryption (Ingenico On-Guard P2PE) (12M)	N/A	per transaction
Token Only (12G)	\$0.01	per transaction
Token Registration (Get Token) (12H)	\$0.01	per transaction
Get PAN	N/A	per transaction
TransArmor Monthly Fee (30L)	N/A	per month per MID
TransArmor Minimum Monthly Fee (959) <i>This Fee is charged for each MID for which the total amount of fees charged in a given month for such MID under codes 12E, 12G, 12I, and 30L, as applicable, ("Applicable Data Protection Fees Total") is less than the amount listed in the next column for this Fee and will be equal to the difference between the amount of this Fee and the Applicable Data Protection Fees Total for that month.</i>	N/A	per month per MID
TransArmor Per Device Fee (M2A) <i>This fee is a one-time fee applicable to each unit of Merchant's Merchant Equipment that is (1) enabled for Encryption, as part of the Data Protection Services, (2) connected to a merchant point of sale network and (3) either a non-VeriFone device, on which the TransArmor VeriFone Edition Encryption method is used, or a VeriFone device (such Merchant Equipment, "Covered Data Protection Services Equipment").</i>	\$23.00	Per unit of Covered Data Protection Services Equipment
Legacy Data Conversion	\$0.005	per PAN converted

Legacy Data Deconversion	\$0.005	per Token deconverted
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9. CLOVER SERVICE AND EQUIPMENT FEES.

9.1. The Merchant shall pay Contractor the applicable fees for the Clover Service as set forth and further described in the Contract and as set out in this Section 9 (Clover Service and Equipment Fees) which is also made a part of the Fee Schedule by this reference thereto.

Fee Type	Product/Fee Code	Merchant Price (\$)	Number of MIDs/Devices	Totals (\$)
Load Fee A fee will be charged to Merchant for each time we load Merchant's menu or list of services or products to a Device for which Merchant has been enabled to access the Clover Service, where applicable.	N/A	N/A		N/A
Reprogramming Fee A fee will be charged to Merchant for the reprogramming of each unit of Merchant's equipment that: (i) Bank has approved for use with the Clover Service; and (ii) was originally programmed, or last reprogrammed, by Bank for Merchant or for a prior Merchant from whom Merchant obtained such equipment.	N/A	N/A		N/A

Gateway Services:				
The fees that may be charged to Merchant for the relevant Gateway Services are as set out below.				
Fee Type	Product/Fee Code	Merchant Price (\$)	Number of MIDs/Devices	Totals (\$)
Gateway Setup Fee	31X	N/A		N/A

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Gateway Monthly Fee	417	N/A		N/A
Gateway Transaction Fee (per Authorization)	03R, 04R, 06I, 07I	N/A		N/A

9.2. Processing fees for transactions processed using the Device are equivalent to the processing fees that apply to the Merchant for non-Clover Service transactions, which are set forth in such Fee Schedule.

10. SMART ROUTING SERVICES FEES.

Smart Routing Transaction Fee	Per transaction routed using Smart Routing	\$0.005
Monthly Smart Routing Fee	Per month	Waived
Annual Smart Routing License Fee	Per year	Waived

11. MANAGED SERVICE FEES.

2.50% of the total Transaction amount with a minimum fee of \$2.00.

12. GIFT CARD FEES.

Fee Type	Cost	Frequency
Gift Card Transaction	\$ 0.25	per card
Reloading / Increasing money on card	\$ 0.25	per transaction
Balance Inquiry	\$0.25 from POS, \$0.75 from toll-free number	per transaction
Setup Fee for Reporting Location	\$79.99 per location	per inquiry
Software Installation	\$0.00	per reporting location

Training	\$0.00	per session
System Access, Card activity reporting, customer support	\$0.00	per month
Printed, Magnetic Stripe Cards	\$ 0.55	per 1,000 cards

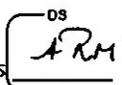
13. ECOMMERCE STOREFRONT SERVICES ELECTIONS AND FEES.

Election of Ecommerce Storefront Services (Please check the box(es) the applicable row(s) 1, 3 or 1 and 3).

Election(s)	Features	Name of Service	Service Description
1. <input checked="" type="checkbox"/>	See B2C pricing table	B2C: Ecommerce Store Front; and Enhanced Balance Inquiry	Ecommerce Store Front: Make available an End Consumer interface that includes online, Facebook, and mobile storefront capabilities for the purchase and personalization of the digital and plastic Card by End Consumers and delivery methods and options that include email, mobile and plastic fulfillment. Enhanced Balance Inquiry: Making available an online balance inquiry service that occurs after the initial purchase and delivery of the original Card. Online Originated Balance Inquiry: each transaction includes email-based delivery of data to End Consumer for balance inquiry and optional multi-media-based marketing message or offer (may include text, audio, pictures, barcodes, and hosted URL).
2.	Included when B2C Ecommerce Store Front is selected	B2C Marketing and Promotional Engine	Making available a platform with the ability to execute various marketing and promotional campaigns via the Servicer hosted store and shopping cart. Some campaign examples are: charity donations, discounts, buy one/get one, bounce back offers, the use of videos, etc. Included when B2C Ecommerce Storefront is elected.
3. <input type="checkbox"/>	See B2B pricing table	B2B Ecommerce Store Front	Make available a B2B solution for bulk Card or single Card distribution across multiple accounts providing co-branding in support of customized incentive programs for Merchant direct accounts and third-party partners and their associated accounts. Merchant can manage ecode programs, provide both active and non-active Cards, and provide real time, line-of-sight tracking for multiple delivery options

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Election(s)	Features	Name of Service	Service Description
			that include email and mobile. Merchant can provide different levels of access to third party partners and internal departments (e.g. incentive buyers/resellers, internal guest services). This service includes the following options: API, Merchant Portal and B2B Storefront. <i>Includes features described in this row 3 and rows 4-7.</i>
4.	<i>Included when B2C or B2B Ecommerce Store Front is selected</i>	Hosting	Servicer or its Affiliates will host all applications and data related to the provision of the Card Services including hosting of all data generated in connection therewith such as transaction and personalization data. In addition, Servicer or its Affiliates host the Merchant dashboard and campaign management tools and Merchant entered data. Once a year, redeemed digital Cards with a zero balance and a unique and individually hosted URL may have the associated hosted URL disabled and no longer be accessible through the world wide web via an internet browser. However, all Card data will still be maintained by the System.
5.	<i>Included when B2C or B2B Ecommerce Store Front is selected</i>	Communications	Servicer or its Affiliates will provide data, email, and handset management services and the needed connectivity to certain wireless carriers and email providers to enable the Card Service to be delivered to End Consumers. Servicer or its Affiliates determine the wireless carriers, email providers and type of End Consumer handset in order to deliver the appropriate Card Service experience, redemption capability and marketing opportunity.
6.	<i>Included when B2C or B2B Ecommerce Store Front is selected</i>	Merchant Management Portal	Servicer or its Affiliates will host and provide to the Merchant a portal where the Merchant can manage the Card Services delivered to the End Consumer. The portal allows Merchant to manage both activated and non-activated card inventory. Through the portal, Merchant also manages card art designs and themes, including marketing tools allowing the Merchant to create marketing campaigns, personalize marketing messages, upload graphics, video and audio to be used for marketing to End Consumers. Merchant will also be able to manage the Card Services, generate reporting, view and load additional account numbers to be delivered via new Card sales.

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Election(s)	Features	Name of Service	Service Description
7.	Included when B2C or B2B Ecommerce Store Front is selected	Training	Service or its Affiliates will provide implementation support and training to the Merchant that will include training of key Merchant personnel during the period before the Start Date of this Agreement and for a 30 day period after the Start Date of this Agreement. Update training for future Card Services will be provided on an as needed basis.

PRICING TABLE FOR B2C AND B2B ECOMMERCE STOREFRONT SERVICES
 (Please refer to previous page for service descriptions and elections)

B2C Hosted Physical and Virtual Cards	B2C Physical Fee	B2C Virtual/eGift Fee
Set-Up & License	N/A	WAIVED
Monthly Hosting Fee	N/A	\$695
Fulfillment Charge per Card	N/A	\$0.85
Technical and other support services – per hour	N/A	242.50
Card Destruction Fee (if required) per 1,000 cards	N/A	N/A
Inventory Storage fee (per month, after 6 months of holding)	N/A	N/A
Batch Fee (per batch)	N/A	N/A

B2B Hosted Physical and Virtual Cards	B2B Physical Fees	B2B Virtual/eGift Fees
Set-up & License	N/A	N/A
Monthly Hosting Fee	N/A	N/A
Bulk Car Only (not affixed to a carrier) Fulfillment and eComm Fee (per card)	N/A	N/A
Cards Per Order (2-100)	N/A	N/A
Cards Per Order (101-400)	N/A	N/A
Cards Per Order (401-1000)	N/A	N/A
Cards Per Order (1001+)	N/A	N/A
Bulk Card Affixed to a Carrier with a Static Message Fulfillment and eComm Fee (per Card)	N/A	N/A
Cards Per Order (2-299)	N/A	N/A
Cards Per Order (300-999)	N/A	N/A

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Cards Per Order (1000+)	N/A	N/A
Technical and other support services – per hour	N/A	N/A
Inventory Storage fee (per pallet/per month)	N/A	N/A
Card Inventory Receiving Fee	N/A	N/A

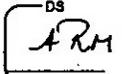
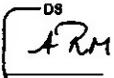
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EXHIBIT D - SUPPORT OBLIGATION SERVICE LEVEL AGREEMENTS

CLIENT-SPECIFIC MEASUREMENTS	SLA TARGET	DEFINITIONS	MEASUREMENTS
Settlements into designated Merchant Accounts	99%	For settlement files completely received by the cutoff point established by cut-off guidelines, percentage of the interchange-out files that will be sent to the applicable Payment Network within the scheduled Payment Network windows for each month's cycles	Measured monthly
ACH File Processing Timeliness	99%	Percentage of ACH files that will be processed and sent out within one (1) Business Day	Measured monthly
Front End Authorization Network Availability	99.5%	Percentage of availability of authorization networks as defined by the ability for a client to successfully complete an authorization.	Measured monthly
System Availability Combined	99.0%	For each platform, percentage of actual availability compared to scheduled availability for all Merchant-facing access platforms (i.e., those used by the Merchant to obtain information, perform self-service or other related functions).	Measured monthly

DEFINITIONS:

- 1. SLA Target:** These SLA targets are performance requirements that are **client-specific** to the Merchant. The Contractor will use commercially reasonable efforts to render Support Obligations with commercially reasonable care and skill and use commercially reasonable efforts to maintain SLA client-specific targets throughout the term of the Contract.
- 2. Business Day:** Means Monday through Friday, excluding Bank holidays.
- 3. SLA Credit for Breach of Support Obligations:** A monthly review of the above support obligations for the prior month shall be conducted by the Contractor. In the event the Contractor's monthly

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review reveals that the Contractor failed to meet an SLA Target set forth in this Exhibit, the Contractor shall pay to the Merchant a service level credit equal to 6% of the Merchant Services Fees (which, for the avoidance of doubt, shall not include Other Payments paid by the Merchant) in the month Contractor failed to meet the SLA Target. The foregoing service level credit shall be paid to the Merchant within thirty (30) calendar days following the Contractor's determination (based on its monthly review) that such credit is due.

- 4. Exclusions; Force Majeure:** The SLAs do not apply to any performance issues caused by any force majeure event or any other circumstance beyond Bank's reasonable control, those that result from client equipment or services, or are caused by any third parties; including but not limited to card issuers, Payment Networks, gateway service providers or communications carriers. Bank scheduled outages, or network connection outages with clients who have selected to have a single point of failure connection are also excluded from the above measurements.
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EXHIBIT E – UNITED STATES TERRITORY ADDENDUM

This United States Territory Addendum together with the Fee Schedule and Supplements hereto (collectively, "**U.S. Territory Addendum**") sets forth the terms and conditions on which Bank of America, N.A. will provide Merchant Services in the U.S. Territory, as defined below. For purposes of this U.S. TERRITORY ADDENDUM, the term "**Servicer**" shall mean Bank of America, N.A. The U.S. Territory is a Territory (as defined in Exhibit F of the Contract).

This U.S. Territory Addendum is a Territory Addendum (as defined in Exhibit F of the Contract) and is incorporated into each Contract applicable to each Merchant in the U.S. Territory, only. Where used in this U.S. Territory Addendum, the terms "**we**", "**us**" and "**our**" refer to Servicer whereas the terms "**you**" and "**your**" refer to each Merchant in the U.S. Territory.

1. Definitions and Interpretation. Capitalized terms used but not defined in this U.S. Territory Addendum are defined in Exhibit B and/or Exhibit F of the Contract. For purposes of this U.S. Territory Addendum, the following defined terms also apply:

"**Business Day**" means Monday through Friday, excluding Servicer holidays.

"**Debit Card**" means a Card that is tied to, and that authorizes the Cardholder to purchase goods and services using funds from, the Cardholder's bank account or prepaid account. A Transaction made using a Debit Card is considered either a Debit Network Transaction or a Non-Debit Network Transaction.

"**Debit Network**" means the telecommunications and processing system of a shared electronic funds transfer network (such as Interlink®, NYCE®, or Star®) for processing and settling Debit Network Transactions.

"**Debit Network Transaction**" means a Transaction made with a Debit Card that is routed through a Debit Network. A Debit Network Transaction made with use of a PIN may be referred to as a "Debit Network PIN Transaction" or as "PIN Debit". A Debit Network Transaction made without use of a PIN, as permitted under the rules and requirements of the applicable Debit Network, may be referred to as a "Debit Network PINless Transaction" or as "PINless Debit."

"**Discount Rate**" means a percentage rate and/or amount charged to a Merchant for processing its qualifying daily credit card and Non-PIN Debit Card Transactions, as further described in the Fee Schedule.

"**Non-PIN Debit Card**" means a device with a Visa, Mastercard or other Payment Network Mark that is tied to a Cardholder's bank account or a prepaid account and which is processed without the use of a PIN.

"**PINless Debit Transaction**" means a Transaction made with a Debit Card at a merchant location (physical or Internet web site) without a PIN that is eligible for processing without a PIN and is processed through a participating Debit Network that does not require Cardholders to enter their PINs.

"**U.S. Territory**" means the fifty states of the United States of America or a territory of United States.

2. **Additional Representations and Warranties.** You represent and warrant the following, which are in addition to the representations and warranties contained in elsewhere in the Contract:
 - 2.1. During the term of the Contract, your place of incorporation and all your locations are within the U.S. Territory.
3. **Additional Terms and Conditions for the U.S. Territory.** The following terms and conditions apply in addition to those set forth elsewhere in the Contract:
 - 3.1. The initial term for the Contract applicable to the U.S. Territory is eight (8) years from the Effective Date.
 - 3.2. You are deemed to be the merchant of record for all transactions processed by servicer on your behalf under the Contract.
 - 3.3. Merchant Services Fees and certain Payment Network Fees applicable to the Merchant Services provided in the U.S. Territory as of the effective date are set forth in the fee schedule included in Exhibit C and you hereby agree to pay us all such amounts subject to the terms and conditions set forth therein and in accordance with the provisions the Contract.
 - 3.4. You may change or add locations at any time upon prior written notice to us and in accordance with Exhibit B of this Contract, provided that (i) any new location must be within the U.S. Territory, and (ii) you may be required to complete documentation, provide additional information, and/or be subject to additional due diligence by us in connection with such change or addition.
4. **ADA Requirements**
 - 4.1. You shall be solely responsible for locating, positioning, maintaining, and operating all Merchant Equipment in compliance with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC § 12101, et seq. (as amended) (the "**ADA**"), similar state and local laws, and the Americans with Disabilities Act Accessibility Guidelines (the "**ADAAG**"), including, without limitation, provisions of the ADAAG relating to clear floor space and height and reach ranges. You shall also be solely responsible for providing any description of how you accept Card Transactions for payment of goods and/or services provided by you as may be necessary to your customers in compliance with all applicable provisions of the ADA, similar state and local laws, and the ADAAG, including, without limitation, providing appropriate auxiliary aids and/or services and making appropriate reasonable modifications to policies, practices, and procedures relating to such services.
5. **Debit Terms and Conditions**
 - 5.1. Scope. This Section 5 applies only to Debit Network Transactions, including PINless Debit Transactions if you have been approved to accept PINless Debit Transactions. This Section 5 does not apply to Non-Debit Network Transactions.

- 5.1. **Accepting Debit Cards.** When a Debit Card is presented, you must read the account number electronically from the magnetic stripe or chip for Debit Network Transactions made via use of a PIN, and if the magnetic stripe or chip is unreadable you must request a different form of payment.
- 5.2. **Advanced Smart Routing Required for PINless Debit Transactions.** You acknowledge that in order to enable the ability to accept PINless Debit Transactions, you must also enable the Advanced Smart Routing service, which is subject to additional terms, conditions, fees, and Payment Network Rules as set out in the Advanced Smart Routing Addendum. You further acknowledge that you cannot accept PINless Debit Transactions hereunder unless and until the services contemplated under the Advanced Smart Routing Addendum have commenced. You further acknowledge that if the Advanced Smart Routing Addendum is terminated for any reason, your ability to accept PINless Debit Transactions will cease immediately without notice.
- 5.3. **Routing Debit Network Transactions.** The Debit Network used to process your Debit Network Transactions will depend upon a variety of factors, including the availability of Debit Networks at the time of a Transaction and whether a particular Debit Card is enabled for a particular Debit Network. Subject to Applicable Law, we may choose any available Debit Network, including a Debit Network affiliated with either of them or their Affiliates, when routing your Debit Network Transactions.
- 5.4. **Returns.** You must not prompt Cardholders to enter a PIN for Debit Network Transactions that are returns. You are responsible for securing its Terminals and instituting appropriate controls to prevent employees or others from submitting credits and voids that do not reflect bona fide returns or reimbursements of prior Debit Network Transactions.
- 5.5. **Settlement.** Debit Network Transactions will be settled in accordance with the settlement provisions and other provisions of the Contract.
- 5.6. **Adjustments.** An adjustment is a Transaction that is initiated to correct a Debit Network Transaction that was made in error. You are responsible for all adjustments, adjustment fees, and other Third Party-Based Fees charged by a Debit Network. Adjustments and related time frames are regulated by Payment Network Rules and under Applicable Law (such as the Electronic Funds Transfer Act, or Regulation E).
- 5.7. **Fees.** You agree to pay the fees for Debit Network Transactions and Non-Debit Network Transactions set forth in Exhibit C. Such fees are in addition to all other applicable Third Party-Based Fees and Merchant Services Fees, which will be payable by you as set forth in the Contract.
6. **Notice to Servicer.** All notices and other communications to Servicer as required or permitted under the Contract, including this U.S. Territory Addendum shall be sent to: Bank of America, N.A., 9200 Shelbyville Road, Suite 200, KY6-225-0202, Louisville, KY 40222, Attention: Contract Management, with a copy to Bank of America, N.A., Legal – Global Transaction Services, Mail Code NC1-027-20-05, Hearst Tower, 214 N. Tryon Street, Charlotte, NC, 28255 Attn: Legal – Merchant Services, Associate General Counsel.

7. **Conflicts.** In the event of a direct conflict between the terms and conditions of Exhibit B of the Contract and this U.S. Territory Addendum, the terms of this U.S. Territory Addendum will control.
8. **Survival.** Any terms, and provisions of this U.S. Territory Addendum which by their terms or nature survive termination will survive any termination of the U.S. Territory Addendum or the Contract.

SCHEDULE A TO U.S. TERRITORY ADDENDUM – EQUIPMENT PURCHASE AND RENTAL SUPPLEMENT

This Equipment Purchase and Rental Supplement ("**Equipment Supplement**") supplements the Contract and sets forth the terms applicable to any Bank Equipment ordered by Merchants in the United States Territory through a Standard Equipment Order Form or similar document ("**Order Form**") but does not apply to any leased equipment. All sales and rentals of Bank Equipment are made by Servicer. This Equipment Supplement is a Supplement (as defined in the Contract) and is hereby incorporated into each Contract for all Merchants in the United States Territory. Capitalized terms used but not defined in this Equipment Supplement are defined in the Contract.

Purchased Equipment and Rental Equipment. MERCHANT will purchase or rent Bank Equipment as set forth in one or more Order Forms. Bank Equipment that MERCHANT purchases from Servicer may be referred to herein as "**Purchased Equipment**" and Bank Equipment that MERCHANT rents from Servicer may be referred to herein as "**Rental Equipment**". The Bank Equipment is being sold or rented to MERCHANT for use in MERCHANT's business, not for household or personal use. The Order Form may contain additional terms and conditions applicable to Bank Equipment, including terms and conditions applicable to equipment fees and pricing.

1. **Supplies, Services, Shipping and Handling, and Taxes.** To purchase supplies from Servicer, including wires, paper rolls, wall mounts, and other items to be used with Bank Equipment ("**Supplies**"), MERCHANT is to use the phone number or other contact information provided by Servicer. Additional charges apply for Supplies; Supplies are not included with the purchase or rental of Bank Equipment. In addition to paying for Bank Equipment and Supplies, MERCHANT must pay all: (a) sales, use, excise, personal property, stamp, documentary, and ad-valorem taxes; license and registration fees; tariffs, levies, and assessments; and similar charges, in each case however levied, designated, or based on amounts charged or on Bank Equipment, Supplies, or use thereof (collectively, "**Taxes**"); (b) shipping and handling costs and charges for Bank Equipment and Supplies; and (c) charges for equipment-related services, including installation and de-installation, programming and re-programming, base loads, injections, app loads, and TransArmor loads.
2. **Payment of Amounts Due.** MERCHANT hereby authorizes Servicer to collect any amounts due from MERCHANT under this Equipment Supplement (including any amounts due under any Order Form) in any manner that Servicer is authorized to collect amounts from MERCHANT under the Contract, including by net settling against MERCHANT's settlement funds before Servicer initiates a transfer of settlement funds to MERCHANT's Settlement Account, debiting MERCHANT's Settlement Account, debiting any Reserve Account, exercising Servicer's rights of set-off and recoupment, and sending MERCHANT an invoice. Servicer may require MERCHANT to pre-pay for Bank Equipment in certain

circumstances, provided that Servicer and Merchant will mutually agree to any pre-payment terms at the time of the applicable equipment order.

3. **Effective Date and Term.** This Equipment Supplement becomes effective upon execution of the Contract and will remain in effect until Servicer and MERCHANT have satisfied all of their obligations under this Equipment Supplement and the Contract. With respect to Rental Equipment: (a) the minimum rental term is six (6) months ("**Minimum Rental Term**"); (b) MERCHANT must pay rental fees through the last day of the billing cycle during which Servicer receives returned Rental Equipment; (c) rental fees never are prorated based on when MERCHANT receives or returns Rental Equipment, or for any other reason; and (d) **REGARDLESS OF WHEN SERVICER RECEIVES RETURNED RENTAL EQUIPMENT, MERCHANT MUST PAY RENTAL FEES, AT A MINIMUM, FOR THE SIX (6) MONTH MINIMUM RENTAL TERM.**

4. **Delivery and Acceptance; Title; Risk of Loss; Changes to Bank Equipment.**
 - a. **Delivery and Acceptance.** Once it is available, the Bank Equipment will be delivered to the address MERCHANT designates under the Order Form or to an alternative address mutually agreed upon by MERCHANT and Servicer. MERCHANT is deemed to have accepted each unit of Bank Equipment on the earlier of: (i) the seventh day after Servicer delivers the Bank Equipment to the shipper for shipment to MERCHANT or MERCHANT's representative; (ii) the day after the Bank Equipment is delivered to MERCHANT or MERCHANT's representative; and (iii) for Bank Equipment that Servicer installs for MERCHANT, the date of installation ("**Acceptance**").
 - b. **Title and Risk of Loss.** Bank Equipment ships F.O.B. origin; risk of loss or damage to Bank Equipment passes to MERCHANT when Bank Equipment is delivered to the shipper for shipment to MERCHANT or MERCHANT's representative. Title to Purchased Equipment passes to MERCHANT after MERCHANT pays in full for the Purchased Equipment. Title to Rental Equipment never passes to MERCHANT.
 - c. **Changes to Bank Equipment.** At any time for any reason Servicer may change Bank Equipment model numbers or names, issue new Bank Equipment models, discontinue Bank Equipment, or otherwise stop making available or change Bank Equipment.

5. **Site Preparation and Installation.** MERCHANT is responsible for installing Bank Equipment in accordance with Servicer's, and the equipment manufacturer's, requirements, and specifications. If Servicer has agreed to install Bank Equipment for MERCHANT, before Servicer personnel arrive at the Site MERCHANT must prepare the Site in accordance with Servicer's, and the equipment manufacturer's, requirements and specifications. As used herein, "**Site**" means the location(s) where Bank Equipment and related items (e.g., printers) are to be installed or located.

6. **Maintenance, Use, Return, and Ownership of Bank Equipment.**
 - a. **Maintaining and Using Bank Equipment.** MERCHANT is responsible for maintaining the Bank Equipment. MERCHANT is responsible for safeguarding the Bank Equipment from, and for insuring it via comprehensive insurance coverage against, loss, damage, unauthorized use, misuse, and theft. MERCHANT must notify Servicer immediately if any of the foregoing occurs. Loss of, destruction of, theft of, or damage to Rental Equipment does not relieve MERCHANT from its obligation to pay the full purchase price or rent payable hereunder. MERCHANT is responsible for any expenses related to altering the Site, and other facilities and property, in connection with use of the Bank Equipment. MERCHANT may not make or permit any physical alteration or modification of Rental Equipment.

- b. **Compliance.** MERCHANT's use of the Bank Equipment must comply with any operating or other instructions applicable to the Bank Equipment, and with the Contract, Applicable Law, and Payment Network Rules. MERCHANT is responsible for obtaining permits for the Bank Equipment.
 - c. **Defective Bank Equipment and Returns.** If Bank Equipment appears defective, MERCHANT must call Servicer's Customer Service team immediately. MERCHANT must pay to replace any defective Bank Equipment not promptly returned to Servicer.
 - d. **Ownership.** Except for Purchased Equipment MERCHANT has paid for in full, the Bank Equipment will remain Servicer's personal property or the personal property of Servicer's Affiliates; it never will be considered a fixture affixed to MERCHANT's property. MERCHANT may not pledge, create, or permit any security interest, lien, or encumbrance on Rental Equipment, nor may MERCHANT part with possession of or sublease Rental Equipment, without Servicer's prior written consent. Any such pledge, security interest, lien, encumbrance, or sublease is null and void without Servicer's prior written consent.
7. **Return of Rental Equipment.** To return Rental Equipment MERCHANT must call Servicer's Customer Service. MERCHANT will be provided return instructions at that time. MERCHANT will continue to be charged the Rental Equipment fee until the last day of the billing cycle during which Servicer receives the Rental Equipment from MERCHANT. When returning Rental Equipment, MERCHANT is responsible for all costs incurred, including shipping and handling, and MERCHANT must deliver the Rental Equipment to Servicer in the same operating order, condition, and appearance that the Rental Equipment had when it was delivered to MERCHANT, reasonable wear and tear excepted. MERCHANT must pay to replace any Rental Equipment that MERCHANT does not return to Servicer, or that MERCHANT does return to Servicer but not in such operating order, condition, or appearance. The replacement cost will be the cost of new, replacement Bank Equipment.
8. **Software.** Servicer or other Persons retain all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know-how, and processes at any time embodied in or at any time provided in connection with the Bank Equipment (collectively, "**Software**"), and MERCHANT shall have only a non-exclusive, non-transferable, non-sub-licensable, revocable license to use the Software in MERCHANT's operation of the Bank Equipment for the purposes set forth in this Equipment Supplement. Nothing in this Equipment Supplement confers any title or ownership of any Software to MERCHANT. MERCHANT is bound by all Software terms and conditions of use and other license terms, whether provided by Servicer, the equipment manufacturer, the Software owner, or another Person. MERCHANT shall not reverse engineer, disassemble, or decompile the Software. MERCHANT shall not give any Person access to the Software without Servicer's prior written consent. MERCHANT's obligations under this Section 8 shall survive the termination of this Equipment Supplement. From time-to-time Servicer may "push" Software updates to the Bank Equipment remotely and automatically; all such updates are subject to this Section 8. The Bank Equipment and Software may not be compatible with, and may not be able to be used with, another processor's systems.
9. **Limitation on Liability.** Notwithstanding any provision of this Equipment Supplement or this Contract to the contrary, Servicer's liability arising out of or in any way connected with the Bank Equipment will not exceed the purchase price paid to Servicer (for Purchased Equipment) or the prior twelve (12) month's rent paid to Servicer (for Rental Equipment) for the particular Bank Equipment involved.

10. Indemnification. MERCHANT will indemnify and hold Servicer harmless from and against any and all Losses resulting from MERCHANT's installation, ownership, possession, use, or operation of the Bank Equipment; including MERCHANT's loading onto Bank Equipment software that was not provided with the Bank Equipment and MERCHANT's using Bank Equipment in any manner that does not comply with this Equipment Supplement or the Contract.

11. Default; Remedies. If MERCHANT materially breaches this Equipment Supplement or any Merchant Event of Default occurs, Servicer may proceed in any lawful manner against MERCHANT to collect amounts due and Servicer may exercise all rights and remedies available to it under this Equipment Supplement, under the Contract, at law, or in equity.

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SCHEDULE B TO U.S. TERRITORY ADDENDUM – CLOVER® SERVICE SUPPLEMENT

This Clover Service Supplement ("**Clover Service Supplement**") is made by and between Servicer and Merchant as of the Effective Date and hereby supplements the Contract. This Clover Service Supplement sets forth the terms applicable to Servicer's provision of the Clover Service in the U.S. Territory, as defined herein and set forth below.

This Clover Service Supplement is hereby incorporated into the Contract for all Merchants in the U.S. Territory and the Clover Service (as defined, below) are incorporated within the term "**Ancillary Services**" in the Contract.

MERCHANT AND SERVICER AGREE AS FOLLOWS:

1. **Definitions.** Capitalized terms used but not defined in this Clover Service Supplement are defined in the Contract. In addition, the following defined terms apply to this Clover Service Supplement:

"**Clover**" means Clover Network, Inc.,

"**Clover API**" means an application programming interface linking the Clover Service and the Third Party Services, including any Third Party POS System App. Each provider of a Third Party Service is responsible for ensuring that such Third Party Service will function properly with the Clover API.

"**Clover App Market**" means the Clover-supported application marketplace, and that portion of the Clover Service website, through which Third Party Services applications and/or Service Plans may be subscribed to or purchased.

"**Clover Integrated Service**" means the combination of: (i) the Clover Service for Card transaction processing services only, which Servicer will provide for Merchant; and (ii) a Third Party Service; including a Third Party POS System App, which Third Party Service may be accessible from the Clover App Market or through the Clover API.

"**Clover Marks**" means the trademarks or service marks used in connection with the Clover Service.

"**Clover Service**" means: (i) the website associated with the Clover Service, if any, but not any website associated with an application marketplace accessible via the Clover Service; (ii) the object code version of the software applications resident on a Device at the time Servicer provides Merchant with the Device or "pushed" to Merchant's Device by Servicer, but excluding any such software applications developed by Servicer; (iii) the object code version of the software that enables such applications listed in (ii) above; (iv) Data Protection Services; (v) Servicer-provided internet-based services; and (vi) any related updates (including software maintenance or bug fixes), materials, documentation and derivative works released by Servicer from time to time, all of which are designed to assist with the management of Merchant's business and to facilitate the provision of certain Services (e.g., payment processing) under the Contract. For the avoidance of doubt, the term software in the preceding sentence does not include any software that may be obtained by Merchant separately from the Clover Service (e.g., any applications downloaded by Merchant through an application marketplace or any Third Party POS System App software).

"**Data Protection Services**" means the TransArmor® Data Protection services described in Section 3 of this Clover Service Supplement.

"Device" means a tablet, smartphone, the Clover Station, Clover Mobile, Clover Mini, Clover Flex or any other form factor identified by Servicer from time to time as capable of supporting the Clover Service. Devices are subject to the Servicer Equipment terms in the Contract.

"Encryption" means the encryption of: (i) Track 1 or Track 2 data from the magnetic stripe or otherwise from the physical Card; or (ii) PAN.

"Gateway Services" means the payment processing services offered through the Clover Service (including authorizing transactions, routing transactions to the appropriate Payment Network or third-party service provider, providing transaction/inquiry responses, and providing transaction reporting).

"PAN" means the primary account number associated with a Card.

"Purchaser" means a Person who makes a purchase of goods or services from Merchant, the transaction for which the Clover Service is utilized.

"Purchaser Information" means information about Purchasers (e.g., name, mailing address, e-mail address, telephone number) obtained in connection with Merchant's use of the Clover Service.

"Service Plan" means a limited, full or expanded version of the Clover Service available on the Clover App Market for a Device.

"Third Party Service" means the services, products, promotions, or applications provided by a Person other than Servicer (e.g., an application available through the Clover App Market).

"Third Party POS System App" means a Third-Party Service application for a point of sale system which does not include Card transaction processing services.

"Third-Party Provider" means any Person engaged by Merchant to provide services to Merchant involving or relating to: (i) access to Cardholder data, Transaction Data, or information related to either Cardholder data or Transaction Data; (ii) the storage, processing or transmission of Cardholder data on behalf of Merchant; or (iii) personal identification number (PIN) encryption including Encryption Service Organizations. "Third-Party Provider" also includes any corporate entity, franchisor, or other Person that provides or controls a centralized or hosted network environment irrespective of whether Cardholder data is being stored, transmitted, or processed through it.

"Token" means a random numeric or other code that is designated to replace a PAN as described herein.

"Tokenization" means a form of data substitution that replaces a PAN with a Token.

2. Clover Service Limitations and Requirements; Clover Service Plans.

2.1 Merchant may access the Clover Service through Merchant's Device(s) using a wired (Ethernet) or wireless (Wi-Fi or cellular) connection to the Internet. Merchant is solely responsible for the payment of any fees that may be imposed by Merchant's Internet/data provider. Merchant's use of the Clover Service may be subject to: (a) the terms of Merchant's agreements with Merchant's Internet/data provider; and (b) the availability or uptime of the services provided by Merchant's Internet/data provider.

2.2 Merchant may use the Clover Service to conduct point of sale activities offline; transactions initiated offline will be queued and submitted for Authorization when Internet connectivity to

the Clover System is restored. However, Merchant assumes all risk, responsibility and liability associated with any transaction that Merchant chooses to conduct while the Clover Service is used offline.

- 2.3** The Clover Service does not function with all equipment or form factors. Servicer may alter which Devices are approved as compatible with the Clover Service in Servicer's discretion from time-to-time.
- 2.4** Servicer or Servicer's service providers may perform maintenance on the Clover Service from time to time which may result in service interruptions. Merchant may be offered new services or software that may be in beta testing phase and not final. As such, the Clover Service may contain errors and "bugs" that may result in failure. Servicer will not be liable for any such interruptions, delays, or bugs, including where such interruptions, delays or bugs result in failure. Merchant agrees that Servicer or Servicer's service providers may contact Merchant in order to assist Merchant with the Clover Service and obtain information needed to identify and fix any issues or errors.
- 2.5** Merchant shall at all times comply with any operating procedures, requirements, or guidelines regarding Merchant's use of the Clover Service that are available on the Clover website or otherwise provided or made available to Merchant.
- 2.6** Merchant is solely responsible for compliance with all laws, rules, and regulations that are applicable to Merchant's business and notwithstanding Merchant's use of the Clover Service to facilitate the management of Merchant's business, Servicer disclaims any and all liability for Merchant's failure to comply with such laws, rules, and regulations.
- 2.7** Merchant is solely responsible for ensuring the accuracy of all information and data regarding Merchant's business that Merchant provides to Servicer or Servicer's service providers in connection with the Clover Service (e.g., menus loaded onto the Device). In addition, Merchant is solely responsible for verifying that all information and data loaded onto a Device by Servicer or Servicer's service providers at Merchant's request are accurate prior to Merchant's business use of such Device. Servicer and Servicer's service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.
- 2.8** Merchant shall comply with the following requirements in connection with Merchant's use of the Clover Service:
- 2.8.1** With respect to each Purchaser who requests the delivery of transaction receipts via text message or e-mail, such Purchaser must enter his or her telephone number or e-mail address in the appropriate entry displayed on the Device himself or herself; Merchant is NOT permitted to add or modify any Purchaser Information (including, but not limited to, telephone number and e-mail address) on behalf of a Purchaser.
- 2.8.2** With respect to each Purchaser who desires to receive marketing material or other communications from Merchant via physical mail, text message or e-mail, such Purchaser must check the appropriate consent check box displayed on the Device himself or herself; Merchant is NOT permitted to add or modify a Purchaser's consent indication on his or her behalf.
- 2.8.3** Merchant (or Merchant's agents acting on Merchant's behalf) may only send marketing materials or other communications to the Purchaser's provided telephone number, street

address, and/or e-mail address if the Purchaser has specifically consented by checking the applicable box displayed on the Device in accordance with Section 2.8.2 above.

2.8.4 NOTWITHSTANDING THE CAPABILITY OF THE CLOVER SERVICE TO COLLECT AND STORE PURCHASER INFORMATION AND TO ALLOW PURCHASERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM MERCHANT, CERTAIN STATES MAY LIMIT MERCHANT'S USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE PURCHASER HAS PROVIDED HIS OR HER CONSENT, AND/OR MERCHANT'S DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. MERCHANT ACKNOWLEDGES AND AGREES THAT: (I) MERCHANT'S USE OF PURCHASER INFORMATION OBTAINED IN CONNECTION WITH THE CLOVER SERVICE MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS; (II) MERCHANT IS SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS; AND (III) MERCHANT WILL AT ALL TIMES STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

2.9 Service Plans

2.9.1 **Service Plan Requirement.** A Service Plan is required to activate and to use each Account (including Account Devices sold or rented to Merchant by Servicer). The same Service Plan is required for each Device associated with your Merchant account. Certain Devices may not be compatible with all Service Plans. Each Service Plan is available from the Clover App Market and includes the applications listed for that Service Plan on the Clover App Market. Fees for Service Plans will be disclosed on the Clover App Market and will be charged by Clover on Servicer's behalf, as described further in Section 2.9.2 below.

2.9.2 **Service Plan Terms.** Servicer is an Authorized Sub licensor of all Service Plans as referenced in the Clover End User License Contract ("**Clover EULA**"). The Service Plans, including their names, may change from time to time, and the then-available Service Plans will be reflected in the Clover App Market or in other documentation provided to Merchant. For each Service Plan, notwithstanding the terms of the Clover EULA or information on the Clover App Market that may be to the contrary: (i) Servicer, and not Clover, will be deemed to have sold and/or licensed to Merchant, and Merchant will be deemed to have purchased or obtained that Service Plan from Servicer, and not from Clover; (ii) Servicer, and not Clover, is responsible to Merchant for providing that Service Plan, and that Service Plan will not be a Third Party Service under this Clover Service Supplement; and (iii) this Clover Service Supplement, and not the Clover EULA, will govern the use of all Service Plans Notwithstanding any terms of the Clover EULA to the contrary, if a monthly fee for that Service Plan ("**Service Plan Fee**") is indicated on the Clover App Market, then Merchant will be obligated to pay Servicer such Service Plan Fee set out on the Clover App Market; provided, however, that Clover will, on Servicer's behalf, collect the Service Plan Fee from Merchant, and Merchant's authorization for Servicer to debit the Settlement Account for amounts due to Servicer under the Contract will apply for any amounts debited from the Settlement Account by Clover for Service Plan Fees.

3. **Data Protection Services.** This Section describes the TransArmor Data Protection services that are part of the Clover Service (also referred to herein as "**Data Protection Services**") and apply only to Card transactions processed using Clover Equipment, as further described in Section 3.1 hereof.

If Merchant desires to use Data Protection Services for Card transaction acceptance via routes other than the Clover Service, then: (a) Merchant must separately subscribe to the TransArmor Data Protection services; (b) Merchant must pay separate fees for the TransArmor Data Protection

services; and (c) the TransArmor Data Protection services terms will supersede this Section 3 (unless Servicer advises Merchant otherwise).

If Merchant desires to use Clover Security Plus (and Merchant is eligible for Clover Security Plus) with the Clover Service (or other services Servicer provides), then: (x) Merchant must separately subscribe to Clover Security Plus, and Merchant will pay additional fees for Clover Security Plus, even for its use with the Clover Service; and (y) the Clover Security Plus terms will supersede the terms of this Section 3.

3.1 Encryption and Tokenization. The Data Protection Services consist of Encryption and Tokenization. Servicer will provide Encryption at the time the PAN or magnetic stripe, as applicable, is first read by, or entered into, Merchant's Clover Equipment for an Authorization; provided, however, that depending on Merchant's point of sale solution and whether Merchant uses a Third-Party Provider, the point at which Encryption occurs may vary. After Servicer receives Merchant's Authorization request, Servicer shall then return a Token to Merchant, in lieu of the PAN, with the Authorization response.

3.2 Grant of License. Subject to the terms of this Section 3, Servicer grants to Merchant a non-transferable, non-assignable, non-exclusive, revocable sub-license to use the Data Protection Services, and the associated Marks, whether provided by Servicer or a Person through Servicer, in the United States.

Merchant has no right, title or interest in or to the Data Protection Services, any related software, materials, documentation, or derivative works thereof; and nothing in this Section 3 or this Clover Service Supplement assigns, transfers or creates any such right, title or interest for Merchant (whether express or implied, or by implication, estoppel or otherwise); any rights associated with the Data Protection Services that are not expressly granted by Servicer within this Section 3 are withheld. Merchant shall not take any action inconsistent with the ownership, title or license rights associated with the Data Protection Services. Merchant shall not file any action, in any forum, challenging ownership of the Data Protection Services, any related software, materials, documentation or derivative works thereof. Breach of this Section 3.2 constitutes a material breach of this Section 3 and this Clover Service Supplement, and Servicer may immediately suspend or terminate Merchant's use of the Data Protection Services, or terminate this Clover Service Supplement, in the event of such breach.

Merchant shall not, and shall not permit others to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the Data Protection Services or any portion thereof; (ii) copy, modify, enhance, translate, supplement, create derivative works from, reverse engineer, decompile or otherwise reduce to human-readable form the Data Protection Services or any portion thereof; (iii) use altered versions of the Data Protection Services or any portion thereof; (iv) use, operate or combine the Data Protection Services or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with this Section 3 or this Clover Service Supplement; or (v) use the Data Protection Services or any portion thereof as a standalone or non-integrated program. Merchant shall not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting Servicer's or Persons' (if any) proprietary interest in the Data Protection Services.

USE OF THE DATA PROTECTION SERVICES IS NOT A GUARANTEE AGAINST AN UNAUTHORIZED BREACH OF MERCHANT'S COMPUTERS OR MERCHANT SYSTEMS.

3.3 Responsibilities of Merchant. Merchant shall implement the Data Protection Services according to the operating instructions, which includes, without limitation: (i) implementing the Data Protection Services throughout the Merchant Systems involved in the Services; (ii) replacing existing PANs within Merchant Systems involved in the Services with Tokens; and (iii) complying with applicable Payment Network Rules and applicable data security standards and reviews set forth in the Contract and in the Payment Network Rules. Merchant shall implement any upgrades to the Data Protection Services within a commercially reasonable period of time after receiving the relevant updates. Merchant shall not retain PANs following implementation of the Data Protection Services and shall use Tokens or account truncation (as applicable) in lieu of PANs for all activities related to the Services provided by Servicer subsequent to receipt of a Token associated with a Card transaction, including, without limitation, settlement, retrieval, Chargeback and adjustment processing and transaction reviews. Merchant shall only use Merchant Systems, gateways or VARs that are certified for use with the Data Protection Services and are responsible for ensuring that Merchant's Merchant Systems, gateways and/or VARS are so certified. If Merchant submits Card transactions as batch files for processing, Merchant shall use batch file processing services, truncated report viewing and data extract creation tools provided by Servicer in connection with the Data Protection Services.

3.4 General; Termination. Servicer's obligations to provide Data Protection Services are subject to Servicer's ability to obtain and maintain any and all required governmental licenses, permits or other authorizations, and Servicer's ability to comply with any and all laws, regulations, orders and other governmental directives which may be imposed related to Data Protection Services. Servicer may cease providing the Data Protection Services provided in accordance with this Section 3 at any time for any reason.

3.5 TransArmor Limited Warranty. Servicer warrants that the Token returned to Merchant as a result of using the Data Protection Services cannot be used to initiate a financial sale Card transaction outside the Merchant Systems (the "**TransArmor Limited Warranty**"). The TransArmor Limited Warranty applies only to Authorization responses for which Servicer returns a Token to Merchant and the subsequent use of such Token to initiate a financial sale Card transaction as described in the TransArmor Limited Warranty. To be eligible for the TransArmor Limited Warranty, Merchant must: (i) obtain Authorization only or Authorization and settlement processing services from Servicer; and (ii) be in compliance with the material terms of the Contract and this Section 3. Servicer shall indemnify and hold harmless Merchant from any and all direct damages, including third party claims, resulting from Servicer's breach of the TransArmor Limited Warranty, subject to the exclusion of consequential damages and limitations of liability set forth in the Contract. The TransArmor Limited Warranty is void if Merchant: (a) fails to comply with the operating instructions Servicer may provide for Tokenization, the terms of this Clover Service Supplement or the Contract; or (b) is grossly negligent or engages in willful misconduct with respect to Tokenization or use of a Token.

3.6 Data Protection Services Disclaimer. IN ADDITION TO THE DISCLAIMERS SET FORTH IN THE CONTRACT, THE FOLLOWING DISCLAIMER APPLIES TO DATA PROTECTION SERVICES: EXCEPT AS EXPRESSLY PROVIDED FOR THE TRANSARMOR LIMITED WARRANTY IN THIS SECTION 3, SERVICER MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE DATA PROTECTION SERVICES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT OF THE DATA PROTECTION SERVICES OR THAT THE DATA PROTECTION SERVICES WILL FUNCTION UNINTERRUPTED

OR ERROR-FREE; ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED.

4. **Clover Equipment.** The terms of the Clover Equipment Purchase Agreement set forth in Schedule A to this Clover Service Supplement will apply to Devices and other equipment and/or peripherals related to the Clover Service (collectively, the "**Clover Equipment**") purchased by Merchant from Servicer, from time to time over the term of the Contract, as described in the ordering documentation for the Clover Equipment, including, without limitation, e-mail orders, additional location forms and purchase orders ("**Clover Equipment Documents**"). Schedule A is part of this Clover Service Supplement and the Contract and will supersede any other language in the Contract or elsewhere with respect to Merchant's purchase(s) of Clover Equipment.

5. **Fees.**

5.1 Merchant shall pay Servicer the applicable fees for the Clover Service as set forth and further described in Exhibit C of the Contract.

5.2 **Processing Fees.** Processing fees for transactions processed using the Device are equivalent to the processing fees that apply to Merchant for non-Clover Service transactions, which are set forth in Exhibit C of the Contract.

6. **Sublicense; Intellectual Property.**

6.1 Servicer grants to Merchant a non-transferable, non-assignable, non-exclusive, limited, royalty-free, revocable sub-license during the term of this Clover Service Supplement to access and use the Clover Service and any documentation provided by Servicer in connection therewith ("**Documentation**"), all subject to the terms of this Clover Service Supplement and the Contract. Merchant may only use any Documentation in connection with Merchant's access to and use of the Clover Service. Merchant has no intellectual property rights or other right, title or interest in or to the Clover Service, the Documentation, or derivative works thereof (collectively, the "**Clover Service IP**"); and nothing in this Clover Service Supplement or the Contract assigns, transfers or creates any such right, title or interest for Merchant (whether express or implied, or by estoppel or otherwise). Any and all right, license, title or interests associated with the Clover Service IP that are not expressly granted by Servicer within this Clover Service Supplement are expressly withheld. Merchant shall not take any action inconsistent with the ownership, title or license rights associated with the Clover Service IP. Merchant shall not file any action, in any forum, challenging ownership of the Clover Service IP. Merchant shall not use any Clover Service or Clover Service IP outside of the United States (and "United States" as used in the foregoing sentence excludes U.S. territories and possessions). Merchant shall use the Clover Service only for its business purposes and not for any household use. Merchant obtains no rights (license or otherwise) to trademarks, service marks, brand names or logos associated with the Clover Service, Servicer, or any of its service providers hereunder. Breach of any part of this Section 6 constitutes a material breach of this Clover Service Supplement, and Servicer may immediately suspend or terminate Merchant's use of the Clover Service or this Clover Service Supplement in the event of such breach.

6.2 **Restrictions.** Merchant shall not, and shall not permit any third parties to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the Clover Service IP or any portion thereof; (ii) copy, modify, enhance, translate, supplement, derive source code or create derivative works from, reverse engineer, decompile, disassemble, or otherwise reduce to human-readable form

the Clover Service IP or any portion thereof; (iii) use altered versions of the Clover Service IP or portion thereof; (iv) use, operate or combine the Clover Service IP with other products, materials or services in a manner inconsistent with this Clover Service Supplement or the Contract; (v) use the Clover Service or Clover Service IP, or any portion thereof, as a standalone or non-integrated program or in any other manner other than as contemplated by this Clover Service Supplement; or (vi) perform or attempt to perform any actions that would interfere with the proper working of the Clover Service, prevent access to or use of the Clover Service by other users, or, in Servicer's reasonable judgment, impose an unreasonably large or disproportionate load on any Servicer platform or infrastructure. Merchant shall not permit any third parties to access the Clover Service IP. Merchant shall not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting our or other third parties' proprietary interests in the Clover Service IP.

6.3 Merchant shall promptly notify Servicer in writing of any threat, or the filing of any action, suit or proceeding against Merchant regarding the Clover Service or Clover Service IP in which an adverse decision would reasonably be expected to have a material impact on Servicer or any of the Clover Service subcontractors.

7. **Merchant Representations, Warranties and Covenants.** Merchant represents and warrants to, and covenants with, Servicer that Merchant shall use the Clover Service only in accordance with this Clover Service Supplement, the Contract, Applicable Law and applicable Payment Network Rules.

8. **Term and Termination.**

8.1 This Clover Service Supplement shall become effective on the day Servicer begins providing the Clover Service to Merchant and shall end when terminated as set forth herein. This Clover Service Supplement may also be terminated at any time by either Party upon thirty (30) days' written notice to the other Party.

8.2 Notwithstanding the provisions of Section 8.1, Servicer may suspend the Clover Service or terminate this Clover Service Supplement if: (i) Servicer, in its sole and absolute discretion, determines that Merchant is using the Clover Service for any fraudulent, illegal, or unauthorized purpose; (ii) Merchant violates the terms of this Clover Service Supplement, a Merchant Event of Default occurs under the Contract, or a Default (as defined in the Clover Equipment Purchase Agreement appended hereto as Annex A) occurs; (iii) Servicer terminates Servicer's agreement with any third parties that are involved in providing the Clover Service; or (iv) Servicer otherwise decides to discontinue providing the Clover Service. Merchant acknowledges and agrees that an occurrence of (i) or (ii) above may be deemed a Merchant Event of Default under the Contract, thereby affording Servicer all rights and remedies as set forth in the Contract triggered by such a Merchant Event of Default, which may include immediate termination of the Contract (and this Clover Service Supplement) without notice. Servicer may provide as much advance notice to Merchant as is commercially practicable on the occurrence of (iii) and (iv) above. Further, this Clover Service Supplement will terminate automatically upon the termination of the Contract. Upon termination of this Clover Service Supplement for any reason, Merchant may remain responsible for the full amount of the Clover Services Fee through the end of the calendar month in which such termination is effective.

9. **Account Registration.** Servicer may require Merchant to register and create a "**Member**" or "**Merchant**" account to use the Clover Service. If and when prompted by Servicer's registration process, Merchant agrees to: (i) provide true, accurate, current and complete information about

Merchant and/or Merchant's business; and (ii) maintain and update this information to keep it true, accurate, current and complete. If any information provided by Merchant is untrue, inaccurate, not current or incomplete, Servicer has the right to terminate Merchant's Clover Service account ("**Account**") and refuse any and all current or future use of the Clover Service.

10. Privacy and Data Use. All data that Merchant provides or are collected from Merchant in connection with Merchant's use of the Clover Service (collectively, "**Account Data**") are collected by Clover and not Servicer; therefore, the use and sharing of such Account Data is controlled by the Clover Network, Inc. Privacy Policy (available at https://www.clover.com/privacy_policy). Merchant acknowledges and agrees that Servicer may access such Account Data upon Servicer's request to Clover, and Servicer's use of Merchant's Account Data is governed by the terms set forth in the Contract. Merchant grants Servicer permission to anonymously combine Merchant's Account Data with that of other merchants in order to improve Servicer's services to Merchant. Subject to compliance with applicable legal requirements and Payment Network Rules, and notwithstanding any language to the contrary in the Contract, certain data collected by Servicer or Servicer's service providers in connection with the Clover Service may be shared with third parties, and used by Servicer, Servicer's service providers, or third parties for the purpose of providing additional products and services to Merchant, other merchants, or other third parties. If Merchant elects to use the Clover Integrated Service, then, in addition to the above and other rights of Servicer under the Contract with respect to sharing information, Merchant authorizes Servicer and Clover to share any information regarding Merchant's use of the Clover Service, including transaction information and Account Data, with the Third Party POS System App provider and any other Persons to the extent necessary for Merchant to receive the Clover Integrated Service.

11. Third Party Services. The Clover Service may contain links to Third Party Services (e.g., a hyperlink in the Clover App Market or a hyperlink through the Clover API to a Third-Party POS System App). If Merchant decides to use Third Party Services, Merchant will be responsible for reviewing and understanding the terms and conditions associated with such Third-Party Services (including obtaining and maintaining any required third party hardware and/or software that is required for the Third Party Services to work with the Clover Service). If Merchant elects to use Third Party Services, information Merchant submits in Merchant's application to use such Third-Party Services will be provided to the provider(s) of such Third Party Services and not to Servicer. Merchant's access of any Third-Party Services is at Merchant's own risk. Third Party Services are not governed by the terms and conditions of this Clover Service Supplement or the Contract. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIRD-PARTY SERVICES (E.G., APPLICATION MARKETPLACE AND ANY APPLICATIONS AVAILABLE AT SUCH APPLICATION MARKETPLACE) IS DOWNLOADED AT MERCHANT'S OWN RISK. SERVICER WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND SERVICER EXPRESSLY DISCLAIMS ANY LIABILITY RELATED TO ALL THIRD-PARTY SERVICES. SERVICER DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PROVIDER OF A THIRD PARTY SERVICE, OR ANY THIRD PARTY SERVICE OR THIRD PARTY PRODUCT ADVERTISED OR OFFERED THROUGH THE CLOVER SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND SERVICER WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN MERCHANT AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

12. Protecting Merchant's Information. Merchant is solely responsible for ensuring that Merchant's account numbers, passwords, security questions and answers, login details and any other security

or access information used by Merchant to use or access the Clover Service are kept safe and confidential. Merchant must prevent unauthorized access to, and use of, any Account Data. Merchant is responsible for all electronic communications sent to Servicer or to any third party, including Clover, containing Account Data. When Servicer receives communications containing Account Data, Servicer is entitled to assume that Merchant sent it to Servicer. Merchant must immediately notify Servicer if Merchant becomes aware of any loss, theft or unauthorized use of any Account Data (please refer to the Clover Service support center contact information in Section 18 below). Servicer reserves the right to deny Merchant access to the Clover Service, in whole or in part, if Servicer believes that any loss, theft or unauthorized use of any Account Data or access to information has occurred.

- 13. Product Disclaimers.** SERVICER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATIONS AND WARRANTIES: (A) REGARDING NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (B) THAT THE CLOVER SERVICE: (I) WILL OPERATE UNINTERRUPTED OR ERROR FREE; OR (II) ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (C) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.
- 14. Indemnity.** Without limiting Merchant's indemnity obligations in the Contract, Merchant agrees to indemnify and hold Servicer harmless from and against all losses, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or relating to:
- 14.1** Merchant's failure to comply with all terms and conditions in this Clover Service Supplement;
 - 14.2** Merchant's use, sharing or disclosure of any Purchaser Information obtained in connection with Merchant's use of the Clover Service;
 - 14.3** the content or delivery of any marketing messages that Merchant sends or causes to be sent to any Purchaser physical address, telephone number or e-mail address collected through the use of the Clover Service; or
 - 14.4** any other Person's access and/or use of the Clover Service with Merchant's unique username, password, or other appropriate security code.
- 15. Notices.** Servicer may provide notices and other information regarding the Clover Service to Merchant via the method(s) described in the Contract or in Section 19 below. Merchant's notices to Servicer shall be delivered via the method(s) described in the Contract.
- 16. Ideas.** Merchant may choose, or Servicer may invite Merchant, to submit comments or ideas about the Clover Service, including, without limitation, about how to improve the Clover Service ("Ideas"). By submitting any Idea, Merchant agrees that: (a) Servicer expressly disclaims any confidentiality obligations or use restrictions, express or implied, with respect to any Idea; (b) Merchant's submission will be non-confidential; and (c) Servicer is free to use and disclose any Idea on an unrestricted basis without notifying or compensating Merchant. Merchant releases Servicer from all liability and obligations that may arise from Servicer's receipt, review, use or disclosure of any Ideas or portion of any Idea.
- 17. Third Party Beneficiaries.** Servicer's Affiliates and any Persons Servicer uses in providing the Clover Service are intended third-party beneficiaries of this Clover Service Supplement, and each of them may enforce its provisions as if it was a Party hereto. Except as expressly provided in this Clover Service Supplement, nothing in this Clover Service Supplement is intended to confer upon any

other Persons any rights or remedies, and the parties do not intend for any other Persons to be third-party beneficiaries of this Clover Service Supplement.

18. Support. For all Clover Service support (including questions related to the Device), please contact the dedicated Clover support center at 1-855-457-0423 or at cloversupport@firstdata.com.

19. Electronic Consent. Merchant consents and agrees that:

19.1 Servicer may provide all current or future Disclosures (as defined below) related to the Clover Service required by Applicable Law, as well as other information about Merchant's legal rights and duties to Merchant electronically.

19.2 Servicer may send all current or future communications, billing statements, amendments to this Clover Service Supplement, notices, user documentation and other disclosures or information regarding the Clover Service or Merchant's use of the Clover Service (collectively, "Disclosures") to Merchant electronically: (a) via e-mail; (b) by access to a website that Servicer designates in an e-mail or written notice Servicer sends to Merchant from time-to-time; (c) to the extent permissible by Applicable Law, by access to a website that Servicer will generally designate in advance for such purpose; or (d) as otherwise allowed by Applicable Law.

19.3 If Merchant would like a paper copy of Disclosure following its electronic delivery, Merchant may print a copy or download the information for Merchant's records or Merchant may request from the Servicer representative responsible for Merchant's account ("**Servicer Representative**") a printed copy which Servicer shall provide to Merchant at no additional charge. However, Servicer shall continue to electronically deliver Disclosures unless and until Merchant withdraws its consent.

19.4 If Merchant elects to receive Disclosures electronically, Merchant shall be responsible for providing Servicer with an accurate e-mail address. Merchant shall contact the Servicer Representative to update Merchant's e-mail address.

19.5 Where required or requested, Merchant's electronic signature (via "click-through" or other method) on confirmations related to this Clover Service Supplement, other agreements, documents or Disclosures related to the Clover Service has the same effect as if Merchant had signed them in ink.

19.6 At a minimum, Merchant has access to the following hardware and software in order to view, receive or print Disclosures electronically: (i) a valid e-mail address; (ii) a personal computer, tablet, smartphone (or similar device); (iii) the Internet; (iv) an Internet browser; (v) Adobe Acrobat Reader®; and (vi) if Merchant wishes to print, a PDF capable printer. In the event that Servicer changes its hardware and software requirements, Servicer shall notify Merchant of such changes. Merchant shall be deemed to have access to such required hardware and software if Merchant continues to use any Servicer Equipment after the date such change becomes effective. If Merchant does not have access to such required hardware or software, Merchant shall notify Servicer before the effective date of such changes, and at such time, Merchant shall be deemed to have withdrawn Merchant's consent, and Servicer shall react to such withdrawn consent, as set forth in Section 19.8 below.

19.7 WITHDRAWING CONSENT FOR ELECTRONIC DELIVERY OF DISCLOSURES. IF MERCHANT DOES NOT WISH TO RECEIVE DISCLOSURES FROM SERVICER ELECTRONICALLY, MERCHANT MUST CONTACT THE SERVICER REPRESENTATIVE AND INSTRUCT SERVICER TO DISCONTINUE DELIVERING

DISCLOSURES TO MERCHANT ELECTRONICALLY AND WHETHER MERCHANT WISHES DISCLOSURES TO BE MAILED TO MERCHANT AND AT WHAT ADDRESS, AFTER WHICH, SERVICER SHALL NO LONGER PROVIDE DISCLOSURES ELECTRONICALLY AND SHALL MAIL TO MERCHANT DISCLOSURES, AS MERCHANT INSTRUCTS, AT NO ADDITIONAL CHARGE.

19.8 LEGAL EFFECT. BY CONSENTING TO THE ABOVE AND UNLESS AND UNTIL MERCHANT WITHDRAWS MERCHANT'S CONSENT AS DESCRIBED IN THIS SECTION 19.8, MERCHANT AGREES THAT ELECTRONIC DISCLOSURES HAVE THE SAME MEANING AND EFFECT AS IF SERVICER PROVIDED THE DISCLOSURES TO MERCHANT PHYSICALLY IN WRITING. WHEN SERVICER SENDS MERCHANT AN E-MAIL OR OTHER ELECTRONIC NOTIFICATION ALERTING MERCHANT THAT A DISCLOSURE IS AVAILABLE ELECTRONICALLY (AND THEREBY MAKES IT AVAILABLE), SUCH ACTION WILL HAVE THE SAME MEANING AND EFFECT AS IF SERVICER PROVIDED THE DISCLOSURE TO MERCHANT PHYSICALLY IN WRITING, WHETHER OR NOT MERCHANT CHOOSES TO VIEW, PRINT OR DOWNLOAD SUCH DISCLOSURE.

20. General.

20.8 Representations and Warranties. Merchant and Servicer each represent and warrant to the other that: (i) such Party has all required corporate authority to execute this Clover Service Supplement; and (ii) this Clover Service Supplement creates valid, legal and binding obligations that are enforceable against such Party.

20.9 Full Force and Effect. The Agreement remains in effect as supplemented by this Clover Service Supplement. In the event of any conflict between the terms of this Clover Service Supplement and the terms of the Contract, the terms of this Clover Service Supplement will control with respect to the Clover Service. References to the Contract after the date of this Clover Service Supplement include this Clover Service Supplement.

ANNEX A TO CLOVER SERVICE SUPPLEMENT – CLOVER EQUIPMENT PURCHASE AGREEMENT

1. **Definitions.** All capitalized terms used in this Clover Equipment Purchase Agreement and not defined herein shall have the meaning given to them in the Clover Service Supplement.
2. **General.** This Clover Equipment Purchase Agreement is incorporated by reference into the Clover Service Supplement and governs all Clover Equipment that is identified below and/or in the Clover Equipment Documents and is sold to Merchant by Servicer, from time to time over the term of the Contract, to use in connection with the Clover Service under the Clover Service Supplement. THE CLOVER EQUIPMENT IS BEING SOLD TO MERCHANT FOR MERCHANT'S BUSINESS USE ONLY AND SHALL NOT BE USED FOR HOUSEHOLD OR PERSONAL USE. Sales of Clover Equipment are made by Servicer.
3. **One Year Limited Warranty.** The Clover Equipment is warranted against material defects for a one year period after the original date of purchase. This warranty does not include damage to the Clover Equipment resulting from accident or misuse or any other breach of this Clover Equipment Purchase Agreement. If any Clover Equipment should otherwise become defective within the warranty period, Servicer will replace it free of charge (except that appropriate shipping charges may apply). This warranty does not apply to any Clover Equipment that has become obsolete. Notwithstanding this limited warranty, it may be necessary for Merchant to upgrade Merchant's Clover Equipment or to purchase new Clover Equipment from time to time, for which Merchant will be charged. This warranty is non-transferable. For more information on making a claim under the limited warranty, please contact the dedicated Clover support center as set forth in the Clover Service Supplement.

USE OF THE CLOVER EQUIPMENT IS AT MERCHANT'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS PROVIDED IN THIS SECTION 3, SERVICER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (EXPRESS OR IMPLIED) WITH REGARD TO THE CLOVER EQUIPMENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT THE CLOVER EQUIPMENT WILL FUNCTION UNINTERRUPTED OR ERROR-FREE, OR THAT THE CLOVER EQUIPMENT IS SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

4. **Incompatibility.** MERCHANT ACKNOWLEDGES THAT THE CLOVER EQUIPMENT AND ANY SOFTWARE RESIDENT ON THE CLOVER EQUIPMENT MERCHANT PURCHASES FROM SERVICER MAY NOT BE COMPATIBLE WITH ANOTHER PROVIDER'S SYSTEMS. SERVICER DOES NOT HAVE ANY OBLIGATION TO MAKE THE CLOVER EQUIPMENT AND/OR SOFTWARE COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IN THE EVENT THAT MERCHANT ELECTS TO USE ANOTHER PROCESSING SERVICE PROVIDER UPON THE TERMINATION OF THE CLOVER SERVICE SUPPLEMENT, MERCHANT ACKNOWLEDGES THAT MERCHANT MAY NOT BE ABLE TO USE THE CLOVER EQUIPMENT AND/OR SOFTWARE PURCHASED UNDER THIS CLOVER SERVICE SUPPLEMENT.
5. **Purchase; Taxes; Payment.** Servicer agrees to sell to Merchant, and Merchant agrees to buy from Servicer, the Clover Equipment, as described in Section 2 of this Clover Equipment Purchase Agreement, free and clear of all liens and encumbrances (subject to Section 8 of this Clover Equipment Purchase Agreement) except that any software resident on a Device at the time of purchase or "pushed" to Merchant's Device(s) by Servicer will not be sold to Merchant outright but instead will be provided to Merchant pursuant to, and subject to the conditions of, Section 2 of the Clover Service Supplement. Merchant agrees to pay the purchase price specified for the Clover Equipment at the prices set forth in Section 12 of this Clover Equipment Purchase Agreement or as otherwise set forth on

the Clover Equipment Documents (prices subject to change without notice). Merchant may also purchase from Servicer, at prices determined by Servicer, supplies related to the Clover Equipment that Servicer makes available. In addition to the purchase price for any Clover Equipment or supplies due hereunder, Merchant will be responsible for any taxes, levies, shipping fees, duties or assessments, however designated, levied or based on such charges or on the Clover Equipment or use thereof, including, without limitation, state and local sales, use, property, privilege and excise taxes, exclusive, however, of taxes based on Servicer's net income. Merchant hereby authorizes Servicer to collect all amounts due from Merchant under this Clover Equipment Purchase Agreement by initiating debit entries for such amounts to the Settlement Account or by deducting such amounts from amounts due to Merchant under the Contract.

6. **Delivery and Acceptance.** Servicer will deliver the Clover Equipment to the site designated by Merchant. Merchant will be deemed to have accepted each piece of Clover Equipment when it has been delivered to Merchant.
7. **Support and Maintenance.** Help desk support for Clover Equipment may be obtained by contacting the dedicated Clover support center as set forth in the Clover Service Supplement. Servicer or Persons designated by Servicer will only provide help desk support for Clover Equipment purchased from Servicer hereunder. Servicer will not provide any such support or related services for any other products or equipment. Maintenance and repair of Clover Equipment purchased from Servicer is Merchant's responsibility. Merchant acknowledges and agrees that from time-to-time Servicer may "push" software updates to Merchant's Clover Equipment remotely and automatically in connection with Merchant's use of the Clover Service.
8. **Security Interest; Financing Statements.** To the extent not prohibited by Applicable Law, Merchant hereby grants to Servicer a security interest in all Clover Equipment to secure all obligations of the State to the Bank under or pursuant to this Clover Equipment Purchase Agreement. To the extent not prohibited by Applicable Law, Merchant authorizes Servicer to file financing statements with respect to the Clover Equipment in accordance with the [Personal Property Security Act (Ontario) or other comparable provincial or territorial personal property security legislation] / [Uniform Commercial Code], signed only by Servicer or signed by Servicer as Merchant's attorney-in-fact. Servicer's security interest in Clover Equipment will terminate automatically when Servicer receives full payment for the Clover Equipment.
9. **Limitation on Liability.** NOTWITHSTANDING ANYTHING IN THIS CLOVER EQUIPMENT PURCHASE AGREEMENT TO THE CONTRARY, SERVICER'S CUMULATIVE LIABILITY, IN THE AGGREGATE (INCLUSIVE OF ANY INDEMNIFICATION OBLIGATION, WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS CLOVER EQUIPMENT PURCHASE AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, WILL NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PURCHASED CLOVER EQUIPMENT INVOLVED. IN NO EVENT SHALL SERVICER BE LIABLE FOR ANY LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, OR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH LOSSES OR DAMAGES WERE FORESEEABLE AND REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. THE REMEDIES AVAILABLE TO MERCHANT UNDER THIS AGREEMENT ARE MERCHANT'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO THE CLOVER EQUIPMENT.

10. Default; Remedies. The occurrence of any the following shall be considered a "Default" under the Clover Service Supplement: (a) any debit of Merchant's Settlement Account for any amount due under this Clover Equipment Purchase Agreement, the Clover Service Supplement or the Contract is rejected; (b) Merchant fails to pay any amount due under this Clover Equipment Purchase Agreement, the Clover Service Supplement or the Contract when due; or (c) Merchant materially breaches any provision in this Clover Equipment Purchase Agreement, the Clover Service Supplement or the Contract. Upon, and any time after, the occurrence of any Default, Servicer may, with or without notice, terminate this Clover Equipment Purchase Agreement and/or the Clover Service Supplement, proceed in any lawful manner against Merchant to collect amounts due, and exercise all other rights available to Servicer under this Clover Equipment Purchase Agreement, the Clover Service Supplement, the Contract, at law, or in equity.

11. Clover Equipment Prices.

The below Clover Equipment prices are based on current prices for the below described equipment which are subject to change without prior notice. Actual prices charged for each order of Clover Equipment will be reflected on the related Clover Equipment Documents for that order.

**SCHEDULE C TO U.S. TERRITORY ADDENDUM –
TRANSARMOR® DATA PROTECTION SERVICES SUPPLEMENT**

This TransArmor Data Protection Services Supplement ("**TransArmor Supplement**") is made by and between Servicer and Merchant as of the Effective Date and hereby supplements the Contract. This TransArmor Supplement sets forth the terms applicable to Servicer's provision of the Data Protection Services in the United States Territory, as defined herein and set forth below.

This TransArmor Supplement is hereby incorporated into the Contract for all Merchants in the United States Territory and the Data Protection Services (as defined, below) are incorporated within the term "Ancillary Services" in the Contract.

MERCHANT AND SERVICER AGREE AS FOLLOWS:

1. **Definitions.** Capitalized terms used but not defined in this TransArmor Supplement are defined in the Contract. In addition, the following defined terms apply to this TransArmor Supplement:

"**Approved Person**" means a Third-Party Provider acting for or in connection with Merchant's use of the Data Protection Services that, in addition to any approvals required for such Third-Party Provider as set forth in the Contract, is separately approved by Servicer for Merchant's use in connection with the Data Protection Services.

"**Encryption**" means the encryption of (i) Track 1 or Track 2 data from the magnetic stripe or otherwise from the physical Card or (ii) PAN.

"**Get PAN**" means the deconversion of a Token and return of the PAN associated with such Token back to the Merchant or an Approved Person based on Merchant's (or such Approved Person's) requests received on a per transaction basis, subject to Servicer's prior approval.

"**Get Token**" or "**Token Registration**" means a process by which Merchant may obtain a Token or a Multi-Pay Token without requesting an Authorization, which results in a non-financial Card transaction that permits Merchant to store a Multi-Pay Token for future financial Card transactions involving the related customer of Merchant.

"**Group Member**" has the meaning set forth in Section 2.3 of this TransArmor Supplement.

"**Group Owner**" has the meaning set forth in Section 2.3 of this TransArmor Supplement.

"**Legacy Data**" has the meaning set forth in Section 2.2 of this TransArmor Supplement.

"**Legacy Data Conversion**" or "**LDC**" means Tokenization of PANs that are received on a bulk file basis, from Merchant or an Approved Person, during implementation of or in connection with Merchant's use of the Data Protection Services.

"**Legacy Data Deconversion**" or "**LDD**" means the deconversion of Tokens and return of the PANs associated with such Tokens back to Merchant or an Approved Person, on a bulk file basis, during the term of, or following termination of, this TransArmor Supplement, as requested by Merchant and approved by Servicer.

"Merchant System" means, for purposes of this TransArmor Supplement, any and all equipment, systems and facilities Merchant uses in connection with Authorization, clearing, completing, settling, and transmitting or other related processing or storage of, Card Transaction Data or Cardholder data including, without limitation, all telecommunication lines and wireless connections and software, computers, networks, servers, systems, point-of-sale terminals, card readers, merchandise and card scanners, printers, PIN pad devices and other hardware, whether owned or licensed by Merchant, Third-Party Providers or other Persons used by Merchant.

"Multi-Pay Token" means a Token that provides the option to support businesses that need to submit a financial transaction in a card-not-present sale situation or on a recurring basis. These Tokens are unique to each merchant that uses them and are stored in place of the PAN. With these Tokens, merchants can initiate new or recurring payments within their own environment instead of using the PAN for the related Card. A Multi-Pay Token can be obtained following a request for Authorization or a Token Registration or through Legacy Data Conversion and can be placed within the Merchant System, including a merchant's payment page or "e-wallet," for use with future or recurring payments. It is common for ecommerce merchants to ask their customers to register by providing profile information, such as name, address, and phone number, to the merchant website before or upon checkout. [A Multi-Pay Token may be retrieved by Merchant within its systems in connection with processing future transactions involving the same Card number or such Token when submitted by Merchant for Authorization processing.]

"PAN" means the Primary Account Number associated with a Card.

"Shared Merchant System" has the meaning set forth in Section 2.3 of this TransArmor Supplement.

"Shared Token" has the meaning set forth in Section 2.3 of this TransArmor Supplement.

"Token" means a random numeric or other code that is assigned to replace a PAN as described herein.

"Token Only" means a request for Authorization, without Encryption, for which a Token or Multi-Pay Token is returned. Token Only is available for Card Not-Present Sales transactions only.

"Token Registration" (see Get Token).

"Tokenization" means a form of data substitution that replaces a PAN with a Token.

"Transferred Token" has the meaning set forth in Section 2.4 of this TransArmor Supplement.

- 2. Data Protection Services.** The TransArmor Data Protection Services ("**Data Protection Services**") consists of (i) Encryption and Tokenization; (ii) Token Only; (iii) Get Token; (iv) Get PAN; (v) TransArmor P2PE, as elected by Merchant; (vi) Legacy Data Conversion and (vii) Legacy Data Deconversion. Servicer shall provide the Data Protection Services elected by Merchant, subject to the terms of this TransArmor Supplement and any required approvals by Servicer. The Data Protection Services are available only for (a) Merchant's internal business purposes and (b) Card transactions Merchant sends to Servicer for Authorization, or Authorization and settlement, pursuant to the Contract, whether each such financial transaction occurs at the time of the related Authorization request or at a later time after Token Registration for the related PAN. The Data

Protection Services are not available for electronic check transactions, closed-loop gift card transactions, STAR contactless transactions read in contactless mode, Wright Express (also known as "WEX") transactions, Voyager transactions, private label Card transactions or other Card transaction types that Servicer determines are not capable of Tokenization. If Merchant enters Card data into a point of sale device that is not enabled for the Data Protection Services, this Card data will not be encrypted during the period when the transaction is being transmitted to Servicer for Authorization processing, the Data Protection Services will not apply to such transactions and Merchant assumes all risk associated with its transmission if Card data is stolen during transmittal to Servicer's systems. Below are additional terms regarding certain aspects of the Data Protection Services.

2.1 Encryption; Tokenization and Token Only

2.1.1 **Encryption.** If Merchant elects Encryption and Tokenization, Servicer shall provide Encryption at the time PAN or magnetic stripe, as applicable, is first read by, or entered into, Merchant's device for an Authorization or a Token Registration request; provided, however, that depending on Merchant's point of sale solution and whether Merchant uses a Third-Party Provider, the point at which Encryption occurs may vary.

2.1.2 **Tokenization and Token Only.** After Servicer receives Merchant's Authorization or Token Registration request, whether Merchant elects Encryption and Tokenization or Token Only, Servicer shall then return a Token to Merchant, in lieu of the PAN, with the Authorization response or in response to a Token Registration request.

2.2 **Legacy Data Deconversion.** If Merchant uses Legacy Data Deconversion, then Servicer shall provide the PANs for deconverted Tokens (collectively, "**Legacy Data**") to Merchant or, at Merchant's written request and upon Servicer's written approval, to an Approved Person, as part of Legacy Data Deconversion. Legacy Data constitutes Cardholder data under the Contract. Merchant shall be responsible for its, and, if applicable, the Approved Person's, compliance with Applicable Law and Payment Network Rules (including PCI DSS) with respect to use, storage, transmission, or handling of Legacy Data that Servicer provides to Merchant or such Approved Person, in connection with Legacy Data Deconversion. Servicer shall not be responsible for any claims, losses or liabilities arising from Merchant's, or the Approved Person's, use, transmission, storage, or handling of Legacy Data that Servicer provides in connection with Legacy Data Deconversion. Merchant agrees that Servicer's provision of Legacy Data to the Approved Person in connection with Legacy Data Deconversion hereunder is not a breach of the confidentiality provisions of the Contract. Notwithstanding the foregoing, Servicer shall not be required to provide the Legacy Data to any Person that is not authorized to use, transmit, store or handle Legacy Data pursuant to Applicable Law or the Payment Network Rules, even if such person is an Approved Person for other purposes.

2.3 **Shared Tokens; Shared Merchant System.** If Merchant is a Group Member or Group Owner, then, subject to Servicer's approval, Merchant may utilize Shared Tokens through a Shared Merchant System, and subject to the terms of this TransArmor Supplement, Servicer agrees to perform for Merchant the Data Protection Services and Servicer's other obligations hereunder, and Merchant agrees to perform Merchant's obligations to Servicer hereunder, to the same extent as with respect to Tokens and Merchant Systems. "**Group Member**" means a franchisee, licensee, association, or member of a similar type of group member associated with the Group Owner. "**Group Owner**" means a franchisor, licensor, association, or other group level entity that has a relationship with Servicer for the benefit of the Group Owner and the members of

the group for whom the Group Owner acts. "**Shared Merchant System**" means the Merchant Systems and/or similar systems used by the Group Owner and Group Members for processing Card transactions with Shared Tokens, whether such Merchant Systems are owned or operated, entirely or in combination, by the Group Owner, one or more Group Member(s) or a Person acting for the Group Owner. "**Shared Token**" means any Multi-Pay Token that can be utilized by Group Member merchants, as requested by Group Owner and agreed to by Servicer. This type of Multi-Pay Token is not unique to each Group Member but is unique to any non-Group Member merchants. In connection with the Shared Tokens, Merchant authorizes Servicer to use Merchant's Transaction Data and disclose Tokens generated for Merchant (and related PANS, if applicable) within the Shared Merchant System. If Merchant ceases to be a Group Member or Group Owner, then in either case, Servicer shall no longer be obligated to provide Shared Tokens to Merchant and may cease doing so without prior notice to Merchant.

2.4 Transferred Tokens. "**Transferred Token**" means a Multi-Pay Token that was originally generated by a Person providing to Merchant services similar to the Data Protection Services ("**Non-Bank Acquirer**") which Multi-Pay Token such Non-Bank Acquirer transitions to the Data Protection Services, at the request of Merchant and upon agreement between Servicer and such Non-Bank Acquirer. Upon Merchant's use of a Transferred Token in connection with Data Protection Services provided by Servicer, such Transferred Token will constitute a Token for the purposes of this TransArmor Supplement.

2.5 TransArmor P2PE. As an option to assist Merchant with PCI scope reduction, Merchant may elect to subscribe to TransArmor Point to Point Encryption listed solution ("**TransArmor P2PE**"), which is a solution validated by the Payment Card Industry Council LLC ("**PCI Council**") and listed on the PCI Council website. TransArmor P2PE requires use of Tokenization. When integrated into the Merchant's point of sale system, TransArmor P2PE encrypts the Card data at Merchant's point of sale, transmits such encrypted Card data to Servicer's processing system where it is decrypted and processed and a corresponding Token is provided to the Merchant in the Authorization response returned to the Merchant by the Servicer system. TransArmor P2PE is included in the definition of Data Protection Services as set forth herein.

Merchant's use of TransArmor P2PE must comply with (a) Servicer's requirements outlined in the P2PE Implementation Manual ("**PIM**") and (b) PCI Council requirements in Merchant's use of P2PE for Merchant Systems to be P2PE validated and in order for Merchant to maintain such P2PE validation, including, but not limited to (i) Merchant's use of Servicer's approved validated key injection facilities; (ii) Merchant being responsible for keeping track of all Merchant Systems for the following states: (1) in secure storage awaiting deployment, (2) deployed/in service, (3) disabled/out for repair, (4) decommissioned and returned for secure destruction and (5) in transit; and (iii) regularly managing Merchant Systems inventory at the minimum of once per year.

3. Fees. Merchant agrees to pay Servicer the fees for the Data Protection Services as set forth in Exhibit C, which are in addition to all other applicable Third Party-Based Fees and Merchant Services Fees, and other fees or charges set forth elsewhere in, and are part of the fee schedule to, the Contract. Merchant shall also be responsible for all additional costs and expenses as set forth in the Contract. The fees due under this TransArmor Supplement constitute amounts due under the Contract which will be billed, collected, and charged or paid as permitted under the Contract.

4. **Merchant Representations, Warranties and Covenants.** Merchant shall implement the Data Protection Services according to the operating instructions, which includes, without limitation, (i) implementing the Data Protection Services throughout the Merchant System (and, if applicable, the Shared Merchant System) involved in the Services, (ii) replacing existing PANs within the Merchant System involved in the Services with Tokens (and, if applicable, the Shared Merchant System) and (iii) complying with applicable Payment Network Rules and applicable data security standards and reviews set forth in the Contract and in the Payment Network Rules. Merchant shall implement any upgrades to the Data Protection Services within a commercially reasonable period of time after receiving the updates. Merchant shall not retain PANs (whether in electronic form or hard copy) following implementation of the Data Protection Services and shall use Tokens or account truncation (as applicable) in lieu of PANs for all activities related to the Services provided by Servicer subsequent to receipt of a Token associated with a Card transaction; including, without limitation, settlement, retrieval, Chargeback and adjustment processing and transaction reviews. Merchant shall only use Merchant Systems, gateways or VARs that are certified for use with the Data Protection Services. If Merchant submits Card transactions as batch files for processing, Merchant shall use batch file processing services, truncated report viewing, and data extract creation tools provided by Servicer in connection with the Data Protection Services. Merchant shall use only unaltered version(s) of the Data Protection Services and will not use, operate, or combine the Data Protection Service or any related software, materials or documentation, or any derivative works thereof, with other products, materials, or services in a manner inconsistent with the uses contemplated in this TransArmor Supplement. Merchant must obtain a Cardholder's written or electronic consent to store a Multi-Pay Token to represent the Cardholder's Card number for future purchases. The Merchant must store the Multi-Pay Token in the Merchant System in lieu of the Card number for all Cardholder profile records. The Merchant must require Cardholders to log into their Cardholder profile in order to initiate a transaction with the Multi-Pay Token. This login must require two factor authentication, such as a user ID and password.

Merchant represents and warrants to, and covenants with, Servicer that Merchant shall use the Data Protection Services only in accordance with this TransArmor Supplement, the Contract, Applicable Law and applicable Payment Network Rules.

5. **TransArmor Limited Warranty.**

5.1 Servicer warrants that the Token, Multi-Pay Token or Shared Token, as applicable, returned to Merchant as a result of using the Data Protection Services cannot be used to initiate a financial sale Card transaction by an unauthorized Person (i) outside the Merchant System (if not part of the Shared Merchant System) or (ii) outside the Shared Merchant System (the "**TransArmor Limited Warranty**"). To be eligible for the TransArmor Limited Warranty, the Contract with Servicer must be effective, and Merchant must be in compliance with all the terms of the Contract, this TransArmor Supplement, and any other agreements relating to Cards that are eligible for the Data Protection Services that impact the security of Tokens or Multi-Pay Tokens. The TransArmor Limited Warranty applies only to Authorization responses for which Servicer returns a Token to Merchant and the subsequent use of such Token to initiate a financial sale Card transaction as described in the TransArmor Limited Warranty. To be eligible for the TransArmor Limited Warranty, Merchant must obtain Authorization only or Authorization and settlement processing services from Servicer and must be in compliance with the material terms of the Contract and this TransArmor Supplement.

- 5.2 If Merchant uses Shared Tokens, Merchant acknowledges and agrees that Shared Tokens may be utilized within the Shared Merchant System, which may occur outside one or more Merchant Systems that are part of the Shared Merchant System. Servicer shall not be responsible for, and the TransArmor Limited Warranty does not apply to, any unauthorized use of any Shared Token within a Shared Merchant System, whether such use occurs within or outside any of the Merchant Systems that are part of that Shared Merchant System.
- 5.3 Servicer shall indemnify and hold harmless Merchant from and against any and all direct damages, including third party claims, resulting from Servicer's breach of the TransArmor Limited Warranty; subject to the exclusion of consequential damages and limitations of liability set forth in the Contract. The TransArmor Limited Warranty is void if Merchant (a) fails to comply with the operating instructions Servicer may provide for Tokenization, the terms of this TransArmor Supplement or the Contract, or (b) is grossly negligent or engages in willful misconduct with respect to Tokenization or use of a Token. If an Approved Person has been approved separately by Servicer to receive or use PAN for authentication, authorization, settlement or other Servicer-approved activities, the TransArmor Limited Warranty is not void due to such receipt or use of PAN.

6. Sublicense; Intellectual Property.

- 6.1 **Sub-license.** Servicer grants to Merchant a non-transferable, non-assignable, non-exclusive, limited, royalty-free, revocable sub-license during the term of this TransArmor Supplement to access and use the Data Protection Services and any documentation provided by Servicer in connection therewith ("**Documentation**"), all subject to the terms of this TransArmor Supplement and the Contract. Merchant may only use any Documentation in connection with Merchant's access to and use of the Data Protection Services. Merchant has no intellectual property rights or other right, title or interest in or to the Data Protection Services, the Documentation, Token, Multi-Pay Token, associated intellectual property that Servicer provides to Merchant in connection with the Data Protection Services or derivative works thereof, (collectively, the "**Data Protection Services IP**"); and nothing in this TransArmor Supplement or the Contract assigns, transfers or creates any such right, title or interest for Merchant (whether express or implied, or by estoppel or otherwise). Any and all right, license, title or interests associated with the Data Protection Services IP that are not expressly granted by Servicer within this TransArmor Supplement are expressly withheld. Merchant shall not take any action inconsistent with the ownership, title or license rights associated with the Data Protection Services IP. Merchant shall not file any action, in any forum, challenging ownership of the Data Protection Services IP. Merchant shall not use any Data Protection Services or Data Protection Services IP outside of the United States (and "United States" as used in the foregoing sentence excludes U.S. territories and possessions). Merchant shall use the Data Protection Services only for its business purposes and not for any household use. Merchant obtains no rights (license or otherwise) to trademarks, service marks, brand names or logos associated with the Data Protection Services, Servicer, or any of its service providers hereunder. Breach of any part of this Section constitutes a material breach of this TransArmor Supplement, and Servicer may immediately suspend or terminate Merchant's use of the Data Protection Services or this TransArmor Supplement in the event of such breach.
- 6.2 **Restrictions.** Merchant shall not, and shall not permit any third parties to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the Data Protection Services IP or any portion thereof; (ii) copy, modify, enhance, translate, supplement, derive source code or create

derivative works from, reverse engineer, decompile, disassemble, distribute, lease, sublicense, sell or otherwise reduce to human-readable form the Data Protection Services IP or any portion thereof; (iii) use altered versions of the Data Protection Services IP or portion thereof; (iv) use, operate or combine the Data Protection Services IP with other products, materials or services in a manner inconsistent with this TransArmor Supplement or the Contract; (v) use the Data Protection Services or Data Protection Services IP, or any portion thereof, as a standalone or non-integrated program or in any other manner other than as contemplated by this TransArmor Supplement; or (vi) perform or attempt to perform any actions that would interfere with the proper working of the Data Protection Services, prevent access to or use of the Data Protection Services by other users, or, in Servicer's reasonable judgment, impose an unreasonably large or disproportional load on any Servicer platform or infrastructure. Merchant shall not permit any third parties to access the Data Protection Services IP. Merchant shall not remove, alter, modify, relocate, or erase any copyright notice or other legend(s) denoting our or other third parties' proprietary interests in the Data Protection Services IP.

6.3 Merchant shall promptly notify Servicer in writing of any threat, or the filing of any action, suit or proceeding against Merchant regarding the Data Protection Services or Data Protection Services IP in which an adverse decision would reasonably be expected to have a material impact on Servicer or any of the Data Protection Services subcontractors.

7. Special Termination Provisions.

7.1 In addition to the termination rights set forth in the Contract, this TransArmor Supplement will automatically terminate upon any termination of the Contract. Upon termination or expiration of this TransArmor Supplement, all licenses granted hereunder will immediately terminate and Merchant will either return or destroy the Software, certifying such destruction in writing to Servicer.

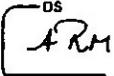
7.2 Servicer shall have the right to terminate this TransArmor Supplement for any of the reasons set forth for termination of the Contract. In addition, Servicer reserves the right to alter, immediately suspend or upon notice terminate the Data Protection Services in the event Merchant violates the terms of this TransArmor Supplement, the Contract or any agreement with third parties that are involved in providing the Data Protection Services is terminated or otherwise no longer in effect, or Servicer is otherwise unable to continue to provide the Data Protection Services.

7.3 On termination of the Contract, Merchant must permanently delete all Tokens or Multi-Pay Tokens, as applicable, from all Merchant Systems within ninety (90) days after termination of the Contract.

8. Product Disclaimers.

8.1 USE OF THE DATA PROTECTION SERVICES DOES NOT CAUSE MERCHANT TO BE COMPLIANT WITH, OR ELIMINATE MERCHANT'S OBLIGATION TO COMPLY WITH, THE DATA SECURITY REQUIREMENTS OR PAYMENT NETWORK RULES AS SET FORTH IN THE CONTRACT. USE OF THE DATA PROTECTION SERVICES DOES NOT ELIMINATE THE RISK OF, AND IS NOT A GUARANTY AGAINST, AN UNAUTHORIZED BREACH OF THE MERCHANT SYSTEMS OR SHARED MERCHANT SYSTEM.

8.2 EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 5, SERVICER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATIONS AND WARRANTIES: (A) REGARDING NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY,

Contractor Initials 
Date 2/9/2024

QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (B) THAT THE DATA PROTECTION SERVICES (I) WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR (II) ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (C) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

9. General.

9.1 Representations and Warranties. Merchant and Servicer each represent and warrant to the other that: (i) such Party has all required corporate authority to execute this TransArmor Supplement and (ii) this TransArmor Supplement creates valid, legal and binding obligations that are enforceable against such Party.

9.2 Full Force and Effect. The Contract remains in effect as supplemented by this TransArmor Supplement. In the event of any conflict between the terms of this TransArmor Supplement and the terms of the Contract, the terms of this TransArmor Supplement will control with respect to the Data Protection Services. References to the Contract after the date of this TransArmor Supplement include this TransArmor Supplement.

Contractor Initials ARM
Date 9/2024

SCHEDULE D TO U.S. TERRITORY ADDENDUM – SMART ROUTING SERVICES SUPPLEMENT

This Smart Routing Services Addendum ("**SR Supplement**") is made by and between Servicer and Merchant as of the Effective Date and hereby supplements the Contract. This SR Supplement sets forth the terms applicable to Servicer's provision of the Smart Routing Services in the United States Territory, as defined herein and set forth below.

This SR Supplement is hereby incorporated into the Contract for all Merchants in the United States Territory and the Data Protection Services (as defined, below) are incorporated within the term "**Ancillary Services**" in the Contract.

STATE AND SERVICER AGREE AS FOLLOWS:

1. **Definitions.** Capitalized terms used but not defined in this SR Supplement are defined in the Contract.
2. **Smart Routing Services.** The smart routing services ("**Smart Routing Services**") provide administrative functionality that manages network routing decisions for Debit Network Transactions. Specifically, Smart Routing Services route State's Debit Network Transactions for processing using a lower cost network approach that directs such Debit Network Transactions to the debit Card network with the published network interchange rates and related acquirer switch transaction fees that are the lower of those available for use in connection with the applicable Debit Network Transaction (subject to applicable legal requirements, including routing requirements imposed by state law). In connection with the Smart Routing Services, State acknowledges that Servicer will determine the final network routing order for State's Debit Network Transactions and may reroute such transactions based on a variety of factors, including, without limitation, costs, network availability and other processing considerations; provided, any such rerouting will not result in State paying network interchange rates or related acquirer switch transaction fees that are higher than those that would otherwise be applicable as the lower of those available for use in connection with such Debit Network Transactions using the Smart Routing Services as described in this Section.
3. **Fees.** State agrees to pay Servicer the fees for the Smart Routing Services as set forth in Exhibit C, which are in addition to all other applicable Third Party-Based Fees and Servicers Fees, and other fees or charges set forth elsewhere in, and are part of the fee schedule to, the Contract. State shall also be responsible for all additional costs and expenses as set forth in the Contract. The fees due under this SR Supplement constitute amounts due under the Contract which will be billed, collected and charged or paid as permitted under the Contract.
4. **State Representations, Warranties and Covenants.** State represents and warrants to, and covenants with, Servicer that State shall use the Smart Routing Services only in accordance with this SR Supplement, the Contract, Applicable Law and applicable Card Organization Rules.
5. **Sublicense; Intellectual Property.**
 - 5.1 Servicer grants to State a non-transferable, non-assignable, non-exclusive, limited, royalty-free, revocable sub-license during the term of this SR Supplement to access and use the Smart Routing Services and any documentation provided by Servicer in connection therewith ("**Documentation**"), all subject to the terms of this SR Supplement and the Contract. State may

only use any Documentation in connection with State's access to and use of the Smart Routing Services. State has no intellectual property rights or other right, title or interest in or to the Smart Routing Services, the Documentation, or derivative works thereof (collectively, the "**Smart Routing Services IP**"); and nothing in this SR Supplement or the Contract assigns, transfers or creates any such right, title or interest for State (whether express or implied, or by estoppel or otherwise). Any and all right, license, title or interests associated with the Smart Routing Services IP that are not expressly granted by SERVICER within this SR Supplement are expressly withheld. State shall not take any action inconsistent with the ownership, title or license rights associated with the Smart Routing Services IP. State shall not file any action, in any forum, challenging ownership of the Smart Routing Services IP. State shall not use any Smart Routing Services or Smart Routing Services IP outside of the United States (and "United States" as used in the foregoing sentence excludes U.S. territories and possessions). State shall use the Smart Routing Services only for its business purposes and not for any household use. State obtains no rights (license or otherwise) to trademarks, service marks, brand names or logos associated with the Smart Routing Services, Servicer, or any of its service providers hereunder. Breach of any part of this Section constitutes a material breach of this SR Supplement, and Servicer may immediately suspend or terminate State's use of the Smart Routing Services or this SR Supplement in the event of such breach.

5.2 Restrictions. State shall not, and shall not permit any third parties to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the Smart Routing Services IP or any portion thereof; (ii) copy, modify, enhance, translate, supplement, derive source code or create derivative works from, reverse engineer, decompile, disassemble, or otherwise reduce to human-readable form the Smart Routing Services IP or any portion thereof; (iii) use altered versions of the Smart Routing Services IP or portion thereof; (iv) use, operate or combine the Smart Routing Services IP with other products, materials or services in a manner inconsistent with this SR Supplement or the Contract; (v) use the Smart Routing Services or Smart Routing Services IP, or any portion thereof, as a standalone or non-integrated program or in any other manner other than as contemplated by this SR Supplement; or (vi) perform or attempt to perform any actions that would interfere with the proper working of the Smart Routing Services, prevent access to or use of the Smart Routing Services by other users, or, in Servicer reasonable judgment, impose an unreasonably large or disproportional load on any Servicer platform or infrastructure. State shall not permit any third parties to access the Smart Routing Services IP. State shall not remove, alter, modify, relocate, or erase any copyright notice or other legend(s) denoting our or other third parties' proprietary interests in the Smart Routing Services IP.

5.3 State shall promptly notify Servicer in writing of any threat, or the filing of any action, suit or proceeding against State regarding the Smart Routing Services or Smart Routing Services IP in which an adverse decision would reasonably be expected to have a material impact on Servicer or any of the Smart Routing Services subcontractors.

6. Special Termination Provisions.

6.1 In addition to the termination rights set forth in the Contract, this SR Supplement will automatically terminate upon any termination of the Contract. Upon termination or expiration of this SR Supplement, all licenses granted hereunder will immediately terminate and State will either return or destroy the Software, certifying such destruction in writing to SERVICER.

6.2 Servicer shall have the right to terminate this SR Supplement for any of the reasons set forth for termination of the Contract. In addition, Servicer reserves the right to alter, immediately suspend or upon notice terminate the Smart Routing Services in the event State violate the terms of this SR Supplement, the Contract, or any agreement with third parties that are involved in providing the Smart Routing Services is terminated or otherwise no longer in effect, or Servicer is otherwise unable to continue to provide the Smart Routing Services.

7. **Product Disclaimers.**

7.1 STATE ACKNOWLEDGES ITS USE OF THE SMART ROUTING SERVICES IS NOT A GUARANTEE OF LEAST COST ROUTING FOR DEBIT NETWORK TRANSACTIONS.

7.2 SERVICER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATIONS AND WARRANTIES: (A) REGARDING NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (B) THAT THE SMART ROUTING SERVICES (I) WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR (II) ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (C) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

8. **General.**

8.1 **Representations and Warranties.** State and Servicer each represent and warrant to the other that: (i) such Party has all required corporate authority to execute this SR Supplement and (ii) this SR Supplement creates valid, legal and binding obligations that are enforceable against such Party.

8.2 **Full Force and Effect.** The Contract remains in effect as supplemented by this SR Supplement. In the event of any conflict between the terms of this SR Supplement and the terms of the Contract, the terms of this SR Supplement will control with respect to the Smart Routing Services. References to the Contract after the date of this SR Supplement include this SR Supplement.

Contractor Initials ARM
Date 9/2024

SCHEDULE E TO U.S. TERRITORY ADDENDUM – MANAGED SERVICE FEE ADDENDUM

This Managed Service Fee Addendum to the Contract (the "**Addendum**") is entered into by and between Servicer and Merchant as of the Effective Date and supplements and is incorporated into the Contract. The terms "**we**," "**us**" and "**our**" refer to Servicer. The terms "**you**" and "**your**" refer to the applicable Merchant.

WHEREAS, Merchant and Servicer entered into the Contract to set forth the terms of their relationship as well as establish one set of standardized terms and conditions which will govern the provision of Merchant Services and Ancillary Services;

WHEREAS, the Merchant and Servicer wish to enter into the Addendum to enable Servicer to charge certain service fees directly to Cardholders in connection with the Merchant Services provided under the Contract;

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, Servicer and Merchant agree as follows:

GENERAL TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized terms used but not otherwise defined in the Addendum shall have the meanings ascribed to them in the Contract.

"**Acquiring Fees**" means the fees set forth in Annex A of the Addendum. For the avoidance of doubt, Acquiring Fees do not include Other Payments as defined under the Contract.

"**Eligible Transaction**" means any a Transaction at a Merchant Location operating under an Eligible MCC as to which we are permitted under applicable Payment Network Rules to charge and retain a Service Fee.

"**Eligible MCC**" means a merchant category code (MCC) designation applicable to one or more of Merchant's Locations as to which we are permitted to charge and retain Service Fees under applicable Payment Network Rules.

"**Managed Service Fee Schedule**" means the fee schedule set forth in Exhibit C.

"**MVV**" means a merchant verification value.

"**Service Fee**" means a fee charged by Servicer in connection with the Merchant Services to a Cardholder that uses a Card to pay for goods or services for an Eligible Transaction.

1.2 Applicability to Contract. The Addendum hereby supplements and is incorporated into the Contract. References to the "**Contract**" in the Contract shall be deemed to include the

Addendum. If there is a conflict between the terms and conditions of the Addendum and the terms and conditions of the Contract, the Addendum will govern to the extent necessary to resolve such conflict.

1.3 Applicability to Merchant Services. The Addendum and the Service Fees contemplated herein apply only in connection with the Merchant Services. You acknowledge and agree that any other services that you receive from us or other Persons, including our Affiliates, may be governed by separate terms and conditions and subject to additional fees, and that we are not responsible or liable under this Addendum for any other services that you receive from us or other Persons.

2 SERVICE FEES

2.1 General. Subject to your satisfaction of the other terms and conditions of the Addendum and applicable Payment Network Rules, we will charge and retain Service Fees for Eligible Transactions and will use such Service Fees to pay Acquiring Fees (set forth in Annex A of the Addendum) otherwise owed by you with respect to Eligible Transactions for which we charge and retain a Service Fee. Service Fees will be processed as a separate Transaction charged by us directly to each applicable Cardholder.

2.2 Ownership. We own all right, title, and interest in and to any Service Fee collected by us and you acknowledge and agree that you have no right, title or interest in or to such Service Fee amounts.

2.3 Availability. Service Fees are supported by us only in connection with the Merchant Services and/or Ancillary Services designated by us from time to time.

3 REQUIREMENTS FOR PUBLIC SECTOR SERVICE FEES.

3.1 General. This Section 3 sets forth certain requirements of the Payment Networks applicable to Service Fees. Each of the Payment Networks has established requirements relating to Services Fees, including Eligible MCCs and Eligible Transactions. You acknowledge and agree that you will be subject to and must comply with all Payment Network Rules applicable to Service Fees, and that this Section 3 does not include all applicable requirements of the Payment Networks. Notwithstanding anything to the contrary in the Contract, we may change, add or delete any of the terms in this Section 3 upon written notice to you in order to comply with Applicable Law or Payment Network Rules.

3.2 Transaction Requirements. You acknowledge and agree that: (a) you will provide us with the necessary documentation and authorizations to facilitate your registration into any program of a Payment Network as required to enable each Party to exercise their rights and perform their obligations under the Addendum; (b) you will, and will enable us to, disclose the Service Fees to the applicable Cardholder prior to the completion of the Eligible Transaction, and give the applicable Cardholder the option to cancel the Eligible Transaction, without incurring a fee or penalty, if such Cardholder does not wish to pay the Service Fee; (c) you will, and will enable us to, provide an explanation to the applicable Cardholder of why the Service Fee is

being assessed in accordance with the Payment Network Rules; (d) you will, and will enable us to, disclose to the applicable Cardholder that the Service Fee is a fee assessed by us and you will not represent the Service Fee as a fee assessed by a Payment Network; (e) you will not assess a separate surcharge or convenience fee regarding an Eligible Transaction for which we charge a Service Fee; (f) you will not advertise or otherwise communicate the Service Fee as an offset to the merchant discount rate or as an assessment to cover your cost of accepting a Card; (g) you will provide us with all requested data and information in connection with each Eligible Transaction and the Service Fee, including as may be required by the Payment Network Rules; and (h) the Service Fee may differ depending on the type of Card used by the Cardholder.

3.3 Additional Requirements. If you void an underlying Eligible Transaction, then the associated Service Fee must be voided as well. You must disclose to Cardholders that when a refund is processed for an underlying Eligible Transaction, the associated Service Fee is non-refundable. Payment Networks may assign a Party a unique MVV for use in connection with Eligible Transactions and related Service Fees. MVVs assigned for use with Eligible Transactions and/or related merchant identification numbers as to which we charge Service Fees may not be used to process Transactions that are not Eligible Transactions.

4 MERCHANT SYSTEMS AND MERCHANT EQUIPMENT

4.1 General. You are responsible for obtaining all necessary certifications applicable to your Merchant Systems and Merchant Equipment and ensuring that your Merchant Systems and Merchant Equipment comply with any requirements provided by us related to programming necessary to properly handle Eligible Transactions and assess Service Fees.

4.2 Optimal Interchange Rates. You will comply with any requirements provided by us to appropriately process the Eligible Transactions to qualify for optimal interchange rates within five (5) days of us communicating such requirements to you. If you fail to comply with our requirements within the five (5) day period, you acknowledge and agree that we may adjust the Service Fees and/or the Managed Service Fee Schedule as necessary to account for Losses related to Eligible Transactions that did not qualify for optimal interchange rates.

5 TERM AND TERMINATION

5.1 Term. The Addendum shall commence upon the Addendum Effective Date and continue unless and until terminated in accordance with Section 5.2. The Addendum shall expire or terminate contemporaneously with the expiration or termination of the Contract.

5.2 Termination and Suspension Rights. In addition to any termination or suspension rights set forth in the Addendum, we may, within a time frame designated by us, terminate or suspend all or any part of the Addendum for any reason we may terminate the Contract or the provision of Merchant Services and/or any Ancillary Services in respect of the Merchant, or withdraw or suspend the Merchant Services and/or any Ancillary Services under the Contract.

Annex A to the Managed Service Fee Addendum

Acquiring Fees

1. All Merchant Services Fees set forth in the Fee Schedule of the U.S. Territory Addendum.
2. The following Payment Network Fees set forth in the Fee Schedule of the U.S. Territory Addendum: all Visa Assessments, Visa Base II System File Transmission Fee, Visa Address Verification Service Fee, all Visa Zero Dollar Verification Fees; all Visa Network Acquirer Processing Fees, all Visa Base II Credit Voucher Fees, Visa Authorization System Misuse Fee, Visa Zero Floor Limit Fee, all Visa International Service Fees, Visa International Acquirer Fee, Visa Transaction Integrity Fee, Visa Fixed Acquirer Network Fee, Visa Partial Authorization Non Participation Fee for AFD Merchants, Visa Staged Digital Wallet Fee, Visa Consumer Bill Payment Service Fee, all Visa Data Consistency Fees, all Visa Declined Transaction Resubmission Fees, all Visa Category 1 Decline Fees, Visa EMV High Fallback Fee, Visa Stop Payment Service Repeat Authorization Decline Fee, Visa Stop Payment Service Returned Item Fee, Visa System Integrity Detail Report Fee, Visa Images Added or Uploaded Fee, Visa Pre-Compliance Image Fee, Visa Retrieval Fulfillment Fee, Visa Retrieval Non-Fulfillment Fee, all Mastercard Assessment Fees, Mastercard Clearing Connectivity Fee, Mastercard Authorization Connectivity Fee, Mastercard Decline Reason Code Service Fee, all Mastercard Cross Border Fees, Mastercard Network Access and Brand Usage Fee, Mastercard Address Verification Service Card Present Fee, all Mastercard Account Status Inquiry Fees, all Mastercard Processing Integrity Fees; all Mastercard Transaction Processing Excellence Fees, Mastercard Credential Continuity Program Fee, Mastercard License Volume Fee, Mastercard eCommerce Suspect Fraud Indicator Rebate, Mastercard Acquirer Program Support Fee, Mastercard Card Validation Code 2 Fee, Mastercard Securecode (Identity Check) Fee, Mastercard Digital Enablement Fee, Mastercard Global Wholesale Travel Business-to-Business Fee, Mastercard Enterprise Solutions Freight Program Fee, Mastercard Installment Payments Fee, Mastercard Merchant Location Fee, Mastercard Humanitarian Program Clearing Fee, Mastercard Interchange Compliance Downgrade Fee, Mastercard Image Interface Tier Fee and Mastercard Dispute Image Excessive Page Fee.

SCHEDULE F TO U.S. TERRITORY ADDENDUM – GIFT CARD PROCESSING AGREEMENT

This Gift Card Processing Agreement (the "**Agreement**") is by and between Servicer and Merchant as of the Effective Date and supplements and is incorporated into the Contract.

1. **Definitions.** Capitalized terms used in this Section 1 shall have the meaning given as defined in this Section or as defined elsewhere in this Agreement.

"**ACH**" means the Automated Clearing House system.

"**Affiliated Issuer(s)**" means each Merchant Affiliate and/or franchisee that enters into an Affiliated Issuer Agreement, in the form required and provided by Servicer.

"**Database**" means the database on which Gift Card Data for each Gift Card issued under the Program is maintained.

"**Designated Location**" means any store or other place of business (including a direct marketing program or Internet site), located in the U.S.A., and at or through which Merchant issues Gift Cards and/or processes transactions using Gift Cards issued under the Program. Designated Locations include any help desk or IVR through which transactions are processed under the Program.

"**Enhanced Features**" means the additional program functionality offered to Merchant pursuant to the Enhanced Features set-up form.

"**Gift Card**" means an encoded device that accesses Gift Card Data maintained in the Database.

"**Gift Card Data**" means the current value and record of transactions corresponding to each Gift Card issued under the Program.

"**Gift Card Equipment**" means any POS Terminal, software or other similar telecommunications equipment that has been programmed and certified to Servicer's specifications in order to transmit Gift Card Data and process online transactions under the Program.

"**Gift Card Holder**" means any person in possession of or that uses a Gift Card.

"**Gift Card Number**" means the identifying number of a Gift Card.

"**Gift Card Production Company**" means a company selected and retained by Servicer to produce Gift Cards and provide related products or services for the Program.

"**IVR**" means an automated Interactive Voice Response system accessed via a toll-free telephone number.

"**POS Terminal**" means an electronic Point-Of-Sale terminal placed in a Designated Location which is connected to Servicer's system via telephone lines and is designed to swipe Gift Cards.

"**Program**" means Merchant's program pursuant to which Merchant issues Gift Cards to Gift Card Holders and Servicer provides the Services to enable such Gift Card Holders to use such Gift Cards to purchase goods and services at Designated Locations.

"**Services**" means the services provided by Servicer in connection with the Program as further described in this Agreement.

2. **Services.** Servicer agrees to provide the Services set forth below in connection with the Program.

2.1 Servicer will arrange for the production of all Gift Cards and all other services related thereto by the Gift Card Production Company for the Program in accordance with the specifications and fees set forth on the Gift Card Set-Up Form (the "**Gift Card Set-Up Form**"), which is incorporated by reference herein.

2.2 Servicer shall establish and maintain Gift Card Data on the Database.

2.3 Servicer shall provide Merchant and its Affiliated Issuers with the capability to process selected transactions under the Program through Gift Card Equipment at Designated Locations.

2.4 Upon receipt of transaction information from a Designated Location by the Database, Servicer will compare the proposed transaction amount with the account balance maintained on the Database corresponding to the Gift Card or Gift Card Number that was presented at the Designated Location. If the account balance is greater than or equal to the amount of the proposed transaction, Servicer will authorize the transaction. If the account balance is less than the amount of the proposed transaction, Servicer will decline the transaction. If Merchant's Gift Card Equipment supports "split tender," and the account balance is less than the amount of the proposed transaction, Servicer will authorize the transaction for the amount of the account balance and return a message and/or receipt to the Gift Card Equipment showing the remaining amount of the transaction to be collected by Merchant. Merchant understands and agrees that an Authorization by Servicer only indicates the availability of sufficient value on a Gift Card account at the time of Authorization and does not warrant that the person presenting the Gift Card or Gift Card Number is authorized to use such Gift Card or Gift Card Number.

- 2.5** Servicer shall provide an IVR, twenty-four (24) hours per day, seven (7) days per week, through which Merchant and Gift Card Holders may obtain Gift Card balances.
- 2.6** Servicer shall provide a Gift Card product support help desk through which Merchant may process selected non-financial transactions under the Program. Support is currently available Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time (excluding holidays). The hours and days of support are subject to change at any time; provided that (i) Processor will provide advance notice of any change in the hours and days; and (ii) the total number of hours shall not be less than 40 in any regular work week (excluding holidays).
- 2.7** Servicer will provide Merchant with Gift Card transaction reports, accessible by Merchant through a designated Internet site. Servicer will maintain reports on the Internet site for Merchant's use for a period of six (6) months. Servicer may, in its discretion, provide additional or custom reports or report formats, as may be requested by Merchant from time to time, at a fee to be determined by Servicer.
- 2.8** Merchant will at all times own all right, title, and interest in and to all Gift Card Data generated under the Program. During the term, Servicer will retain the Gift Card Data for each Gift Card on the Database for a period of twenty-four (24) months following the date that the account balance reaches zero. Thereafter, during the term, Servicer may remove the Gift Card Data from the Database and archive such Gift Card Data in any manner determined by Servicer in its reasonable business judgment. Notwithstanding the foregoing, within ninety (90) days of Merchant's written request, during the first twelve (12) months following the expiration or termination of the Gift Card Services, Servicer will compile a data report of the Gift Card Data stored in the Database, in Servicer's standard format, at a fee to be determined by Servicer. Servicer shall deliver Merchant's Gift Card Data to Merchant in a mutually agreeable format. Servicer shall have no obligations with respect to Merchant's Gift Card Data following delivery to Merchant.
- 2.9** Merchant may choose additional Enhanced Features from time to time pursuant to the Enhanced Features set-up form and Merchant expressly authorizes Servicer, and Servicer agrees, to provide Services with respect to Gift Cards sold and activated by third party distributors. As between Servicer and Merchant, Merchant shall be responsible for any acts or omissions of each third-party distributor in connection with the sale or activation of any Cards. Merchant and Servicer agree that Servicer shall not be deemed to have failed to provide Services outlined herein with respect to any Card sold and activated by any third party distributor, including through any Designated Location, to the extent any such failure by Servicer is caused in whole or in part by any failure of any third party distributor or Merchant to provide to Servicer information regarding the sale and activation of such Card that is accurate, complete, timely and formatted in accordance with Processor's instructions and specifications in all respects. Additional fees and charges may apply, including

separate third-party fees, for any Enhanced Features chosen by Merchant. Merchant may only work with Servicer approved third party distributors.

2.10 The Parties acknowledge and agree that the Services provided under this Agreement are not subject to PCI-SSC rules, regulations and/or standards, and that Servicer will not be obligated to provide Attestations of Compliance or other related reports in connection with the Services.

3. Responsibilities of Merchant. The responsibilities of Merchant are set forth below and else- where in this Agreement.

- 3.1** Merchant will accept for processing any transaction initiated by one of its customers using a Gift Card pursuant to the Services without discrimination with regard to the customer who initiated the transaction.
- 3.2** Merchant will securely maintain all transaction records and other records required by law or regulation to be maintained in connection with the operation of the Gift Card Equipment or the Program. Merchant will download and securely store any and all Gift Card trans- action reports for future reference. In the event that Merchant needs a report for a period past such six (6) months, Servicer may provide such requested report to Merchant at a fee to be determined by Servicer.
- 3.3** Merchant will make its personnel and records available to Servicer, its agents and contractors, all within such time and in such forms or manner as may be reasonably necessary to enable Servicer to perform the Services promptly and in an efficient manner.
- 3.4** Merchant shall be responsible, at its sole cost and expense, for the sale and other distribution of Gift Cards to Gift Card Holders and for any marketing or advertising of the Program.
- 3.5** Merchant shall obtain, operate, and maintain, at its sole cost and expense, all Gift Card Equipment required to enable Merchant and Affiliated Issuers to electronically transmit Gift Card Data in accordance with Servicer's specifications from all Designated Locations to the Database.
- 3.6** Merchant is solely responsible for obtaining Authorization in advance of each transaction. Merchant is solely responsible for any losses it may incur in conducting transactions when an Authorization is not obtained, including, without limitation, transactions conducted when the Database or the Gift Card Equipment is not in service.. Merchant assumes all risk of erroneous or fraudulently obtained Authorizations, unless such erroneous or fraudulently obtained Authorization is caused directly by Servicer. Merchant understands and agrees that an Authorization by Servicer only indicates the availability of sufficient value on a Gift Card account at the time of Authorization and does not warrant that the person presenting the Gift Card or Gift Card Number is

authorized to use such Gift Card or Gift Card Number. Merchant is responsible for the accuracy of all data transmitted by it for processing by Servicer.

- 3.7** Merchant shall be responsible for accessing and comparing the reports supplied by Processor to its own records and promptly notifying Servicer of any necessary adjustments to Gift Card accounts. Merchant acknowledges that Servicer will make adjustments to Gift Card accounts pursuant to Merchant's instructions, and Servicer shall have no liability for any errors to Gift Card accounts that are made in accordance with Merchant's instructions.
- 3.8** Merchant shall comply and shall ensure that all Affiliated Issuers comply with all laws and regulations applicable to the Program. Merchant acknowledges and agrees that it is solely responsible for interpreting all laws and regulations applicable to the Program, for monitoring changes in laws and regulations applicable to the Program and for determining the requirements for compliance with laws and regulations applicable to the Program. Servicer shall be entitled to rely upon and use any and all information and instructions provided by Merchant for use in performing the Services, and Servicer shall have no liability whatsoever for any noncompliance of such information or instructions with laws or regulations.
- 3.9** As between Merchant and Servicer, Merchant shall bear all risk related to the loss or theft of, alteration or damage to, or fraudulent, improper or unauthorized use of any Gift Card, Gift Card Number or PIN: (i) in the case of Gift Cards ordered through Servicer, upon delivery of such Gift Cards to Merchant or Merchant's Designated Location, as applicable, and (ii) in the case of Gift Cards obtained by Merchant from a Person or Gift Cards which Merchant requests to be delivered in a pre-activated state, whether such loss occurs before or after delivery of such Gift Cards to Merchant or Merchant's Designated Location.
- 3.10** Servicer and Merchant agree that during the term: (i) Servicer will be the sole and exclusive provider of the Services to Merchant and its Affiliated Issuers; and (ii) Merchant will not directly or indirectly either itself or through a Person, offer or promote any other proprietary, closed network, online Gift Card or similar access device.
- 3.11** Merchant may allow Affiliated Issuers to participate in the Program; provided, however that (i) Merchant shall be responsible for ensuring that all Affiliated Issuers comply with the terms and conditions of this Agreement and the separate Affiliated Issuer Agreement, and (ii) Merchant shall be jointly and severally liable for all fees and other amounts payable to Servicer in connection with any activities of Affiliated Issuers related to this Agreement, including but not limited to Gift Card transactions.
- 3.12** Merchant is responsible for any settlement of funds among Affiliated Issuers and Designated Locations.

4. Fees and Payment. In addition to all other rights Servicer has under this Agreement, Merchant shall pay Servicer the fees set forth on the Gift Card Set-Up Form. Merchant shall also be responsible for the payment of any taxes imposed by any applicable governmental authority in connection with any products or services covered by this Agreement (other than those taxes based solely on the net income of Servicer). All fees for the Services shall be paid via an ACH transfer of funds from a bank account designated by Merchant. To authorize the ACH transfers, Merchant agrees to execute the ACH Authorization on the Gift Card Set-Up Form. In the event that fees cannot be collected from Merchant as set forth above, Servicer reserves and may exercise all other rights to collect any fees due.

5. Term and Termination.

5.1 This Agreement shall begin upon the Effective Date and shall continue for a period of three (3) years or such other period as set forth on the Gift Card Set-Up Form (the "**Initial Term**"), unless otherwise terminated as provided herein. Following the expiration of the Initial Term, this Agreement shall automatically renew for successive one year periods (each a "**Renewal Term**"), unless one party gives the other party written notice of termination at least 30 days prior to the end of the Initial Term or any Renewal Term. Initial Term and Renewal Term shall be collectively referred to as the "**Term**."

5.2 The provision of Gift Card Services may be terminated at any time: (i) by either party in the event that the other materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days of written notice of such breach from the non-breaching party; (ii) by Servicer if Merchant fails to pay any amount due within ten (10) Business Days after written notice to Merchant of its failure to pay such amount; (iii) by Servicer upon written notice to Merchant in the event that Merchant's operation of the Program results in a violation of law or regulation (by Merchant, an Affiliated Issuer or Servicer); (iv) by Merchant if Servicer increases its rates under Section 4 above and Merchant provides thirty (30) days written notice of termination within thirty (30) days of receiving notice of said increase; or (v) by either party upon written notice to the other after the filing by the other of any petition in bankruptcy or for reorganization or debt consolidation under the federal bankruptcy laws or under any comparable law, or upon the other party's making of an assignment of its assets for the benefit of creditors, or upon the application of the other party for the appointment of a receiver or trustee of its assets.

5.3 If (i) the Gift Card Services are terminated for any reason other than Servicer's material breach prior to the expiration of the Initial Term, or (ii) Merchant suspends or terminates the Program prior to the expiration of the Initial Term, except as provided for in Section 5.2(iv), nothing in this subsection shall prohibit or limit Servicer's right to recover damages or any other amounts due and owing Servicer in the event that the Gift Card Services are terminated by Servicer due to a breach by Merchant or shall be deemed to waive or otherwise limit Merchant's obligations pursuant to Section 6.1.

- 5.4** If requested by Merchant, Servicer may, in its sole and absolute discretion, continue to provide the Services for all previously issued and unexpired (if applicable) Gift Cards for up to twelve (12) months following the termination of the Gift Card Services; provided, however, that Servicer shall not activate any new Gift Cards after the effective date of termination. Servicer's obligation to provide continuing Services after termination is contingent upon Merchant's agreement to pay for such Services and to conduct its operations in accordance with the terms of this Agreement, and Servicer may require advance payment for some portion or all of the estimated cost of such Services to be provided after termination.
- 5.5** Termination of the Gift Card Services shall not affect Merchant's obligation (including any obligation incurred by an Affiliated Issuer) to pay for services rendered or obligations due or owing under this Agreement prior to termination.
- 5.6** The provisions of Sections 2.10, 3.6, 3.7, 3.8, 3.9, 3.11 and 3.12, and Sections 4, 5.1, 5.2, 5.3, and 6 hereof shall survive any termination of this Agreement.

6. Indemnification.

- 6.1** Merchant shall indemnify and hold harmless Servicer, their directors, officers, employees, agents and their respective Affiliates from and against any and all Claims to the extent that any such Claim is caused by or arises out of: (i) any failure of Merchant or an Affiliated Issuer to comply with any law or regulation applicable to the Program; (ii) any dispute between Merchant and any Affiliated Issuer, or Merchant and any Gift Card Holder, or an Affiliated Issuer and any Gift Card Holder, including, without limitation, any dispute regarding the goods or services purchased using a Gift Card or the payment of any amounts owed or alleged to be owed by one or more such persons to any other such persons; (iii) any instructions or procedures that Merchant may provide to Servicer in connection with the Program and Servicer's compliance therewith; (iv) any actual or alleged loss or theft of, alteration or damage to, or fraudulent, improper or unauthorized use of any Gift Card, Gift Card Number or PIN; (v) use or operation of Gift Card Equipment by Merchant or an Affiliated Issuer; and (vi) any Claim or action against Servicer for actual or alleged infringement of any patent, copyright, trademark, trade secret or other proprietary right of any person arising in connection with the production of Gift Cards or related products for Merchant using artwork, designs, specifications or concepts provided by Merchant.
- 6.2** Servicer shall indemnify and hold harmless Merchant and its directors, officers, employees, agents and Affiliate Issuers from and against any and all third party Claims to the extent that any such Claim is caused by or arises out of: (i) any failure of Servicer to comply with any law or regulation applicable to the Program; or (ii) any error in the Database, unless the error is caused by incorrect information submitted by Merchant or is otherwise made in accordance with Merchant's instructions.

- 7. Patents, Copyrights, Intellectual Property, etc.** Merchant shall have no interest whatsoever, including copyright interests, franchise interests, license interests, patent rights, property rights or other interest in the Services provided hereunder. These provisions are not to be construed as granting to Merchant any patent rights or patent license in any patent, which may be obtained in respect of the Services. Artwork created by Servicer on behalf of Merchant remains the property of Servicer. Merchant retains ownership of any artwork supplied to Servicer.
- 8. Limitation of Liability; Disclaimer of Warranties.** NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, SERVICER'S' CUMULATIVE AGGREGATE LIABILITY FOR ANY LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES ARISING OUT OF RELATED TO THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY MERCHANT AND, IN ANY EVENT, SHALL NOT EXCEED THE LESSER OF (I) THE AMOUNT OF FEES PAID TO SERVICER BY MERCHANT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THAT THE LIABILITY ARISES, OR (II) TWENTY THOUSAND DOLLARS (\$20,000).

ANNEX A TO GIFT CARD PROCESSING AGREEMENT – ECOMMERCE STOREFRONT SERVICES ADDENDUM

This Ecommerce Storefront Services Addendum to Gift Card Processing Agreement ("**Ecommerce Storefront Services Addendum**") is made by and between Servicer and Merchant as of the Effective Date and supplements the Gift Card Processing Agreement (as amended and supplemented from time to time, the "**Gift Card Processing Agreement**"). Unless stated otherwise, any reference to this Ecommerce Storefront Services Addendum herein includes the Gift Card Processing Agreement.

The Ecommerce Storefront Services (as defined in Section 2) are incorporated within the term "Services" in the Gift Card Processing Agreement.

MERCHANT AND SERVICER AGREE AS FOLLOWS:

1. **Definitions.** Capitalized terms used but not defined in this Ecommerce Storefront Services Addendum are defined in the Gift Card Processing Agreement. In addition, the following defined terms apply to this Ecommerce Storefront Services Addendum:

"**B2B**" means business to business transactions.

"**B2C**" means business to consumer transactions.

"**Servicer ESS System**" means the platforms and systems through which Servicer provides, directly or through third parties, the Ecommerce Storefront Services. For purposes of the Gift Card Processing Agreement, the Servicer ESS System is part of the System as defined thereunder.

"**Content**" has the meaning set forth in Section 2.5 of this Ecommerce Storefront Services Addendum.

"**Ecommerce Storefront Services**", has the meaning set forth in Section 2.1 of this Ecommerce Storefront Services Addendum.

"**End Consumer**" means a business or consumer that purchases Cards.

"**Merchant Portal**" means a portal made available by Servicer for Merchant's Program management, as further described in Section 2.1 of this Ecommerce Storefront Services Addendum.

"**Payment Card**" means a credit card, debit card or other payment type supported by Servicer for the Ecommerce Storefront Services. **Payment Card processing services are not provided under this Ecommerce Storefront Services Addendum or the Gift Card Processing Agreement.** *If Merchant desires to use Servicer for processing Payment Card transactions, Merchant must enter into a separate merchant*

processing agreement with Servicer and additional fees will apply under such other agreement.

2. Ecommerce Storefront Services.

- 2.1. Subject to the terms of this Ecommerce Storefront Services Addendum, Servicer will provide to Merchant the "**Ecommerce Storefront Services**" which means and consist of (i) a multi-channel digital gift and marketing platform with a set of applications, tools, and interfaces that enables Merchant to offer and sell via such platform Cards to End Consumers as elected by Merchant and further described on the Ecommerce Storefront Services Elections and Fee Schedule set forth in Exhibit C of this Contract, (ii) access to a Merchant Portal and web API for Merchant's use, and (iii) if applicable, transmitting authorization requests for Payment Card transactions for Card sales (including loading additional value on Cards) from the Servicer ESS System to Servicer's (or a third party's) Payment Card transaction processing system and interfacing as necessary with the System for the processing of Card transactions as further described in the Gift Card Processing Agreement.
- 2.2. Merchant expressly authorizes Servicer to (i) establish accounts on the Database for each Card purchased and issued on Merchant's behalf using the Ecommerce Storefront Services; (ii) use the numbers corresponding to the various Card End Consumer accounts created in connection with the issuance and activation of Cards; and (iii) load value to and activate the Cards that Merchant issues using the Ecommerce Storefront Services based on the purchased amounts and other applicable parameters set by Merchant.
- 2.3. Servicer will use commercially reasonable efforts to complete implementation within 60 days of the date of this Ecommerce Storefront Services Addendum to make available to Merchant the Ecommerce Storefront Services.
- 2.4. Merchant agrees to provide Servicer the assistance and access to systems as follows as well as all other assistance as Servicer may reasonably request during the term of this Ecommerce Storefront Services Addendum to enable Servicer to provide the Ecommerce Storefront Services (together, "**Merchant Obligations**");
 - 2.4.1. Implementation: Merchant shall timely provide Servicer with access to any needed interfaces or systems and credentials to provide the full benefit of the Ecommerce Storefront Services to Merchant and the End Consumers from time to time, including any required coding and payment provider credentials for Payment Card transaction processing through a third party.

- 2.4.2. Terms and Conditions: Merchant shall be responsible for preparing, providing and maintaining Terms and Conditions for inclusion with Cards and assuring that such Terms and Conditions comply with Applicable Law. Merchant shall immediately notify Servicer of any changes to the Terms and Conditions.
 - 2.4.3. Redemption: Merchant shall ensure that Merchant's physical store point of sale systems support redemption of Cards generated via the Electronic Storefront Services.
 - 2.4.4. Design: Merchant shall be responsible for determining and communicating with Servicer regarding Merchant's Card program defaults, including the quantity and value(s), minimum, maximum and aggregate Card amount(s) for orders, and style, size, art design, theme, text, illustration, graphic, logo, and trademark, of Cards.
 - 2.4.5. In Store Training: Merchant shall ensure that Merchant's in-store staff is trained and knowledgeable regarding the redemption and use of Cards generated via the Ecommerce Storefront Services.
 - 2.4.6. Copy and Creative: Merchant shall be responsible for providing and maintaining copy and creative for all messaging types (mobile and email) delivered through the Servicer ESS System.
 - 2.4.7. Marketing: Merchant is responsible for securing all rights and permissions associated with any marketing messages and/or offers delivered through the Servicer ESS System. Merchant is also responsible for honoring all offers delivered through the Servicer ESS System.
- 2.5. Each party will be responsible for assuring that its Content is compliant with Web Content Accessibility Guidelines 2.0 Level AA with respect to any website maintained under this Agreement and accessible to End Consumers. "Content" with respect to Servicer shall mean any internet portal, End Consumer-facing user interface or web pages that it provides as part of the Services. "Content" with respect to Merchant shall mean any text, music, sound, image, video, graphic, logo, trademark or other content provided by Merchant or on behalf of Merchant by a third party.
- 2.6. MERCHANT IS THE ISSUER OF CARDS ISSUED USING THE ECOMMERCE STOREFRONT SERVICES, SERVICER IS THE SERVICE PROVIDER TO MERCHANT THAT ENABLES PRODUCTION OF AND PROCESSING FOR SUCH CARDS. CARDS MAY BE ACTIVATED PRIOR TO THEIR SHIPMENT TO END CONSUMERS; AND SERVICER IS NOT LIABLE FOR ANY LOSS, THEFT, ALTERATION, DAMAGE, FRAUDULENT OR OTHER IMPROPER OR UNAUTHORIZED USE OF CARDS THAT MERCHANT ISSUES USING THE ECOMMERCE STOREFRONT SERVICES.

- 3. Fees.** Merchant agrees to pay Servicer the fees for the Ecommerce Storefront Services as set forth in Exhibit C of this Contract, which are in addition to other fees or charges set forth elsewhere in, and are part of the fees applicable under, the Gift Card Processing Agreement. Merchant shall also be responsible for all additional costs and expenses as set forth in the Gift Card Processing Agreement. The fees due under this Ecommerce Storefront Services Addendum constitute amounts due under the Gift Card Processing Agreement which will be billed, collected and charged or paid as permitted under the Gift Card Processing Agreement.
- 4. Merchant Representations, Warranties and Covenants.** Merchant represents and warrants to, and covenants with, Servicer, on a continuing basis while this Ecommerce Storefront Services Addendum is in effect that (i) Merchant shall perform the Merchant Obligations in a timely manner to enable Servicer to provide the Ecommerce Storefront Services; (ii) Merchant shall perform the Merchant Obligations, and use the Ecommerce Storefront Services, only in accordance with this Ecommerce Storefront Services Addendum, the Gift Card Processing Agreement and Applicable Law and only for lawful purposes; (iii) Merchant's performance of the Merchant Obligations and Merchant's other obligations under this Ecommerce Storefront Services Addendum will not violate the terms of any agreements that Merchant may have with any third parties and (iv) Merchant has all necessary right, title and interest (including, without limitation, intellectual property interest) in and to any logos, custom digital images (excluding non-business related personal images) or other images that Merchant uses or provides to Servicer for use on Merchant's behalf in connection with the creation of Cards or Card carriers issued using the Ecommerce Storefront Services.
- 5. Ownership of Intellectual Property and Information.**

 - 5.1.** Subject to the terms of this Ecommerce Storefront Services Addendum, Servicer grants to Merchant a non-transferable, non-assignable, non-exclusive, non-sublicensable, limited, royalty-free, revocable sub-license during the term of this Ecommerce Storefront Services Addendum to access and use the API for the Ecommerce Storefront Services ("**ESS API**") Merchant Portal and any documentation provided by Servicer in connection therewith ("**Documentation**"), solely to receive the Ecommerce Storefront Services. Merchant may only use any Documentation in connection with Merchant's access to and use of the Merchant Portal. Merchant shall have no interest whatsoever, including copyright interests, franchise interest, license interest, patent rights, property rights or other intellectual property rights or other right, title or interest in or to the Ecommerce Storefront Services, ESS API, Merchant Portal the Documentation, or derivative works thereof (collectively, the "**Ecommerce Storefront Services IP**"); and the terms of this Ecommerce Storefront Services Addendum and the Gift Card Processing Agreement do not, and are not to be construed to, Gift Card Processing Agreement assign, transfer or create any such right, title or interest, or any patent rights or patent licenses in any patent which may be obtained in respect of the Ecommerce Storefront Services, to or for Merchant (whether express or implied, or by estoppel or otherwise). Any and all right, license, title or

interests associated with the Ecommerce Storefront Services IP that are not expressly granted by Servicer within this Ecommerce Storefront Services Addendum are expressly withheld. Merchant shall not take any action inconsistent with the ownership, title or license rights associated with the Ecommerce Storefront Services IP. Merchant shall not file any action, in any forum, challenging ownership of the Ecommerce Storefront Services IP. Merchant shall not use any Ecommerce Storefront Services or Ecommerce Storefront Services IP outside of the United States (and "United States" as used in the foregoing sentence excludes U.S. territories and possessions). Artwork created by Servicer on behalf of Merchant remains the property of Servicer. Merchant retains ownership of any artwork supplied to Servicer. Merchant shall use the Ecommerce Storefront Services only for its business purposes and not for any household use. Merchant obtains no rights (license or otherwise) to trademarks, service marks, brand names or logos associated with the Ecommerce Storefront Services, Servicer, or any of its service providers hereunder. Breach of any part of this Section constitutes a material breach of this Ecommerce Storefront Services Addendum, and Servicer may immediately suspend or terminate Merchant's use of the Ecommerce Storefront Services or this Ecommerce Storefront Services Addendum in the event of such breach.

- 5.2.** Merchant shall not, and shall not permit any third parties to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the Ecommerce Storefront Services IP or any portion thereof; (ii) copy, modify, enhance, translate, supplement, derive source code or create derivative works from, reverse engineer, decompile, disassemble, or otherwise reduce to human-readable form the Ecommerce Storefront Services IP or any portion thereof; (iii) use altered versions of the Ecommerce Storefront Services IP or portion thereof; (iv) use, operate or combine the Ecommerce Storefront Services IP with other products, materials or services in a manner inconsistent with this Ecommerce Storefront Services Addendum or the Gift Card Processing Agreement; (v) use the Ecommerce Storefront Services or Ecommerce Storefront Services IP, or any portion thereof, as a standalone or non-integrated program or in any other manner other than as contemplated by this Ecommerce Storefront Services Addendum; or (vi) circumvent, disable, violate or attempt to violate, or otherwise interfere with the security or integrity of the Ecommerce Storefront Services, the proper operation of the Ecommerce Storefront Services, or the features that enforce limitations on the use of the Ecommerce Storefront Services. Merchant shall not permit any third parties to access the Ecommerce Storefront Services IP. Merchant shall not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting our or other third parties' proprietary interests in the Ecommerce Storefront Services IP.
- 5.3.** Merchant shall promptly notify Servicer in writing of any threat, or the filing of any action, suit or proceeding against Merchant regarding the Ecommerce Storefront Services IP in which an adverse decision would reasonably be

expected to have a material impact on Servicer or any of the Ecommerce Storefront Services subcontractors.

6. Special Termination Provisions.

- 6.1.** In addition to the termination rights set forth in the Gift Card Processing Agreement, this Ecommerce Storefront Services Addendum will automatically terminate upon any termination of the Gift Card Processing Agreement. Upon termination or expiration of this Ecommerce Storefront Services Addendum, all licenses granted hereunder will immediately terminate and Merchant will either return or destroy the Software, certifying such destruction in writing to Servicer.
- 6.2.** Servicer shall have the right to terminate this Ecommerce Storefront Services Addendum for any of the reasons set forth for termination of the Gift Card Processing Agreement. In addition, Servicer reserves the right to alter, immediately suspend or upon notice terminate the Ecommerce Storefront Services in the event Merchant violates the terms of this Ecommerce Storefront Services Addendum, the Gift Card Processing Agreement or any agreement with third parties that are involved in providing the Ecommerce Storefront Services is terminated or otherwise no longer in effect, or Servicer is otherwise unable to continue to provide the Ecommerce Storefront Services.

7. Product Disclaimers. SERVICER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATIONS AND WARRANTIES: (A) REGARDING NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (B) THAT THE ECOMMERCE STOREFRONT SERVICES (I) WILL OPERATE UNINTERRUPTED OR ERROR FREE, OR (II) ARE SECURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; AND (C) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED.

8. Exclusion of Damages; Limit of Liability.

- 8.1.** EACH PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGE OR LOSS SUFFERED OR INCURRED BY THE OTHER PARTY, REGARDLESS OF THE FORM OF ACTION, OR ANY LOSS OF REVENUE, PROFITS OR BUSINESS, ANTICIPATED SAVINGS, LOSS OF GOODWILL OR REPUTATION, COSTS OF DELAY, LOST OR DAMAGED DATA, OR THE INCURRING OF LIABILITY FOR LOSS OR DAMAGE OF ANY NATURE WHATSOEVER SUFFERED BY THIRD PARTIES, ALL WHETHER IN CONTRACT, STRICT LIABILITY OR TORT, (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER SERVICER OR MERCHANT KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF THE LOSS, INJURY OR DAMAGE IN QUESTION.

9. General.

- 9.1. Representations and Warranties. Merchant and Servicer each represent and warrant to the other that: (i) such party has all required corporate authority to execute this Ecommerce Storefront Services Addendum and (ii) this Ecommerce Storefront Services Addendum creates valid, legal and binding obligations that are enforceable against such party.
- 9.2. Counterparts/Electronic Originals. This Ecommerce Storefront Services Addendum may be executed in any number of counterparts, each of which is deemed an original and all of which constitute one and the same instrument. Facsimile, electronic or other images of this executed Ecommerce Storefront Services Addendum are effective as executed originals.
- 9.3. Full Force and Effect. The Gift Card Processing Agreement remains in effect as supplemented by this Ecommerce Storefront Services Addendum. In the event of any conflict between the terms of this Ecommerce Storefront Services Addendum and the terms of the Gift Card Processing Agreement, the terms of this Ecommerce Storefront Services Addendum will control with respect to the Ecommerce Storefront Services. References to the Gift Card Processing Agreement after the date of this Ecommerce Storefront Services Addendum include this Ecommerce Storefront Services Addendum.

SCHEDULE G TO U.S. TERRITORY ADDENDUM – FORM OF PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT ("**Participation Agreement**") is entered into as of _____ by and among Bank of America, N.A. ("**Servicer**") and _____ ("**Participant**") which is a government entity or political subdivision located within the jurisdictional limits of the State. Capitalized terms used but not defined in this Participation Agreement are defined in the Contract.

WHEREAS, Servicer and State of New Hampshire ("**State**") entered into a Contract dated _____ (as having been amended and supplemented from time to time, all collectively the "**Contract**"), for the provision of Merchant Services and/or Ancillary Services, including certain debit and credit card acceptance, processing, settlement and support services as further described therein;

WHEREAS, the Contract provides that the Merchant Services and any Ancillary Services may be provided to qualified governmental entities or political subdivisions located within the State, each with independent authority, or delegated authority from the State, to enter into a Participation Agreement with Servicer and agree to become a party to the Contract; and

WHEREAS, Participant desires to become a party to the Contract and receive the Merchant Services and certain Ancillary Services as provided in and subject to the Contract, as further specified in this Participation Agreement. However, Servicer is not required to provide Merchant Services and/or Ancillary Services under the Contract to Participant until Participant has satisfied any conditions or requirements of Servicer, including those set forth in Section 3.1.1 of Exhibit B of the Contract;

NOW THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Participation Terms and Conditions

- A. Participant acknowledges that it has received and retained a true and correct copy of the Contract.
- B. By executing this Participation Agreement, Participant hereby: (i) agrees to the terms of the Contract with the same effect as if it had physically signed the Contract and entered into a separate version of the Contract with Servicer, provided, however, that any monetary caps on Servicer's limitation of liability set forth in the Contract shall apply in the aggregate to the State, any Agencies, and all Participants; and (ii) the terms and conditions of this Participation Agreement. Participant further agrees that it shall be deemed to be a Merchant under the Contract and all references in the Contract to "Merchant", "you" or "your" shall mean Participant.
- C. Participant further agrees to abide by any decisions made by the State on all matters involving the Contract and acknowledges that amendments to the Contract made in accordance with its terms will constitute amendments to this Participation Agreement.
- D. Servicer is not obligated to notify Participant of any amendments to or termination of the Contract; such notices will be the responsibility of the State.

- E. Participant agrees to pay in accordance with the terms of the Contract, all Fees and/or Other Payments charged by Servicer under the Contract for the Merchant Services and any Ancillary Services received by Participant. Participant will verify that it has established a Settlement Account separate from the Settlement Accounts of the State, other Agencies and other Participants.
- F. Participant agrees that Servicer may share certain information with the State, on an as-needed basis, regarding the Merchant Services and Ancillary Services provided to Participant in order for Servicer to carry out the program established by the State and Servicer with respect to the provision of Merchant Services and Ancillary Services to Participant.
- G. This Participation Agreement will remain in effect unless and until it is terminated in accordance with its terms. However, if the Contract is terminated, this Participation Agreement will automatically terminate as of the effective date of termination of the Contract.
- H. Servicer may terminate this Participation Agreement or the provision of Merchant Services and/or any Ancillary Services or withdraw or suspend the provision of Merchant Services and/or any Ancillary Services, to Participant upon one hundred and twenty (120) calendar days' written notice to Participant, or such longer period as prescribed by Applicable Law.
- I. The State may terminate this Participation Agreement upon notice to Participant and Servicer if: (i) Participant does not comply with the terms of the Contract; or (ii) State determines that termination of this Participation Agreement is in the best interests of the State. Servicer and Participant may terminate this Participation Agreement for the same reasons such Parties have to terminate the Contract.

2. Notices

- A. All notices and other communications to Participant required or permitted under this Participation Agreement or the Contract shall be sent to Participant at the following address in accordance with the notice procedures specified in the Contract:

Participant Name: _____
Street Address: _____
City, State, Zip: _____
Recipient/Title for Notices: _____
Email: _____
Taxpayer ID Number: _____

- B. All notices and other communications to any party other than Participant required or permitted under this Participation Agreement or the Contract shall be sent to such party in accordance with the notice procedures specified in the Contract.

3. General

- A. This Participation Agreement and the Contract contain the entire understanding of the parties and supersedes any and all previous discussions, proposals or agreements, if any, by and among the parties with respect to the subject matter hereof.
- B. This Participation Agreement may be amended for the same reasons and in the same manner as the Contract, provided however, that no amendment to this Participation Agreement may be signed by Participant unless also approved in writing by the State.

- C. This Participation Agreement is binding on Servicer and Participant and their respective successors and assigns. Participant may not assign or transfer this Participation Agreement, in whole or in part, without the written consent of Servicer and the State.
- D. This Participation Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Participation Agreement. Receipt of an executed signature page to the Participation Agreement by telecopy, or other electronic transmission shall constitute effective delivery thereof.
- E. To the extent the terms of the Contract directly conflict with the terms of this Participation Agreement, the terms of the Contract shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Participation Agreement to be duly executed by their authorized officers, as of the date first written above.

[_____]
("PARTICIPANT")

BANK OF AMERICA, N.A.
("SERVICER")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED:

STATE OF NEW HAMPSHIRE
("STATE")

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT F – DEFINITIONS

ACH/EFT. Automated Clearing House/Electronic Funds Transfer; often used interchangeably. An ACH payment is a form of electronic funds payment that is sent from one bank to another via the ACH network, which is federally regulated and operates pursuant to the rules and standards set by the National Automated Clearinghouse Association (NACHA).

Acquirer. The party recognized by the network as the financial sponsor for a merchant (typically a regulated financial institution like a bank). The network holds the acquirer responsible financially for transactions processed by the merchant and that the merchant operates under the rules laid out by the network.

Affiliate. An entity that directly or indirectly: (i) owns or Controls a Party; or (ii) is owned or Controlled by a Party; or (iii) is under common ownership or Control with a Party.

Agreed Upon Card Types. The Card types the Contractor agrees that the State may accept.

AML. Anti-Money Laundering.

AML/Sanctions Laws. All laws relating to State identification, the prevention of money-laundering, terrorism, the use of proceeds of crime, economic or political sanctions, including Sanctions, and any other similar matter.

Ancillary Services. Such services as the Contractor may offer or provide to the State from time to time either directly or through third-party vendors in connection with the Merchant Services which may be subject to additional terms and conditions.

Applicable Law. All laws, enactments and regulations including any regulatory requirements, rules, or guidelines applicable to Merchant (or its Affiliates), Bank or Servicer, including AML/Sanctions Laws and Data Protection Laws.

Assessment. An assessment, fine or any other charge levied by a Payment Network on the Contractor or the State (directly or indirectly) in relation to the Merchant Services.

Attestation of Compliance (AOC). The AOC is a form for merchants and service providers to attest to the results of a PCI DSS assessment, as documented in a Self-Assessment Questionnaire or Report on Compliance.

Authorization. The provision to the State of confirmation from the applicable Issuer of: (i) whether the Cardholder who has presented a Card to pay for goods and services has sufficient funds or credit available for such goods and services at that time; and (ii) that the Card has not been blocked, marked as lost, stolen, compromised from a security perspective, or is otherwise unavailable for use.

Bank. Bank of America, N.A.

Bank Equipment. Any Merchant Equipment acquired from Servicer.

Bankruptcy Code. Title 11 of the United States Code as amended from time to time.

BoA Systems. Any and all Card-related information reporting, operating, and processing systems used by the Contractor or Persons on its behalf, including hardware, software, related documentation, technical formats and specifications, technical and business information related to inventions, present and future products and product lines, intellectual property, know-how, and any other information that is identified as BoA's systems, whether owned by the Contractor or providers used by the Contractor.

Business Day. Any day other than a Saturday, Sunday, or a bank or public holiday as defined in the applicable Territory Addendum.

Card. A credit, debit, charge, purchase, or virtual card or any other card-based or Payment Network-based payment instrument.

Cardholder. The Person who has requested goods and/or services from the State and who is the authorized user of the Card presented for payment.

Cardholder Data. At a minimum, cardholder data consists of the full primary account number. Cardholder data may also appear in the form of the full primary account number plus any of the following: cardholder name, expiration date and/or service code.

Chargeback. A Transaction (or disputed portion thereof) that is returned to the Contractor by the Issuer, the liability of which is the State's responsibility.

Claim. Any action, proceeding, claim, demand, or Assessment, fine or similar charge, whether arising in contract or tort (including negligence or breach of statutory duty) or otherwise commenced by a Person.

Compromised Data Event. Any loss, disclosure, theft or compromise of Sensitive Authentication Data, Cardholder data or Transaction Data.

Contactless. See Near-Field Communication (NFC).

Contractor. Bank or certain of Bank's branch offices or its Affiliates that provides the relevant Merchant Services and/or Ancillary Service in a Territory as identified in the applicable Territory Addendum.

Control. To directly or indirectly own, have ownership of, or have voting or investment power over more than 50% of the shares, units, capital, voting or ownership interest in an entity.

Confidential Information. All information concerning or relating to a Party or any of its Affiliates, employees, agents, service providers, or representatives, including:

- i. business practices and strategies or information concerning business practices or strategies, including any documents prepared by a Party or any of its employees, agents, or representatives (including lawyers, accountants, and financial advisors); and
- ii. any other information which is manifestly confidential by virtue of its nature or description or which a Party expressly designates as being confidential.

Conveyed Transaction. Any Transaction conveyed to a Payment Network by the Contractor for Settlement by such Payment Network directly to the State. Payment Networks to which the Contractor will submit Conveyed Transactions are set out in a Supplement to the Contract.

Data Protection Authority. The competent authority for regulating the processing of Personal Data in a relevant jurisdiction.

Data Protection Laws. Collectively, all laws regarding the collection, use, storage, transfer, and processing of data, including Personal Data, relating to individuals (and, where applicable, legal persons), including all applicable U.S. national and state laws and regulations. The term Data Protection Laws includes any laws, regulations or decrees governing the use and/or disclosure of customer data by financial institutions, including bank secrecy obligations.

Debit. A charge against a bank account.

Debit Network means the telecommunications and processing system of a shared electronic funds transfer network (such as Interlink®, NYCE®, Star® or Interac®) for processing and settling Debit Network transactions.

Electronic Check or e-check. A generic term for a non-credit/debit card payment that results in an ACH debit to a customer's account and credit to a merchant's account.

EMV. Europay/Mastercard/Visa.

Ethernet. A system for connecting a number of computer systems to form a local area network, with protocols to control the passing of information and to avoid simultaneous transmission by two or more systems.

EU. The European Union as constituted from time to time.

Exception Report. A type of summary report that identifies any events that are outside the scope of what is considered a normal range.

Fees. The fees and any other amounts payable or become due and owing by the State under the Contract, which include the Payment Network Fees, Third Party-Based Fees, the Merchant Services Fees, and Other Payments.

Fee Schedule. The fee schedule set forth in the applicable Territory Addenda as amended and updated from time to time.

Fraud. Misuse or theft of Card information that involves, but is not limited to, account takeover, counterfeit Cards, lost/stolen Cards, fraudulent Card not present Transactions, skimming, database hacking, franchise software hacking or phishing.

Hosted Payment Page. Securely hosted web payment page designed to accept e-Commerce transactions. A merchant is no longer exposed to the sensitive payment details required to process a payment. A customer is redirected to a payment form hosted by the gateway and submits their payment at that secure location.

IP. Acronym for "internet protocol." Network-layer protocol containing address information and some control information that enables packets to be routed and delivered from the source host to the destination host. IP is the primary network-layer protocol in the Internet protocol suite.

Issuer. The financial institution or Payment Network that has issued a Card to the Cardholder.

Location. A physical location, Website, division, processing method or business activity where or from which the State is conducting business activities within the Territories and relevant to the subject matter of the Contract. For the avoidance of doubt, any "Merchant Outlet" or "Merchant Location" as defined under the Payment Network Rules is deemed to be a "Location" for these purposes.

Losses. Any and all liabilities, losses, damages, costs, charges, expenses, including any actions or expenditures required by law or regulations, reasonable legal, auditor and other fees, and costs.

Manual Key. Required in instances where internet and phone services are not available to maintain sales activity.

Marks. Names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Materials. The software, user identification codes, passwords, codes, keys, test keys, security devices, authenticators, personal identification numbers, embedded algorithms, digital signatures and certificates, other similar devices and information, Payments Acceptance Procedures, and any documentation the Contractor provides to the State in connection with the Merchant Services.

Merchant. State, Agency, Participant, and any other entity that enters into or otherwise accedes a Contract with Contractor.

Contract. An agreement between a Merchant and the Servicer incorporating the General Terms and the applicable Territory Addendum (and any Supplements thereto) as the same may be amended from time to time.

Merchant Data. Documents, data, and records in any medium relating to Merchant and the Merchant Services provided to Merchant, including Transaction Data.

Merchant Equipment. Any and all equipment the State uses in connection with its receipt of the Merchant Services from the Contractor, including all telecommunication lines and wireless connections and Software (excluding BoA Systems), PIN Entry Devices, Merchant Systems, Terminals, Card readers, merchandise and Card scanners, printers, and other hardware or software, whether owned by the State, Third-Party Providers or other Persons.

Merchant ID Number or Merchant Identification Number (MID). An identification number assigned by the Contractor to an individual merchant.

Merchant Services. The merchant acquiring services provided by the Contractor to the State under the Contract, including services to facilitate: (i) Authorization; (ii) the transmission of Transactions received from the State to a Payment Network for onward transmission to the Issuer in order to allow the Issuer to allocate such funds for transfer to the Contractor; and (iii) the subsequent Settlement of funds received from the Payment Networks by the Contractor to the State.

Merchant Services Fees. The Contractor's fees for providing the Merchant Services and/or any applicable Ancillary Services to the State, as set out in the applicable Fee Schedule, as amended from time to time. The Merchant Services Fees are in addition to any Payment Network Fees and, for the avoidance of doubt, shall exclude any Payment Network Fees and any Third-Party-Based Fees.

Merchant Systems. Any Card acceptance and processing systems used by the State including Software (except BoA Systems or any other system or Software the Contractor may provide to the State from time to time), related documentation, technical formats and specifications, technical and other information related to inventions and present and future products and product lines, intellectual property, know-how, and any other information that is identified as the State's systems, whether owned by the State or Third-Party Providers or other Persons.

National Automated Clearing House Association (NACHA). A non-profit organization that creates broadly adopted payment and financial messaging rules and standards. Administrator of the ACH Network.

Near-Field Communication (NFC). Wireless data transfer that detects and then enables technology in close proximity to communicate.

Other Payments. Means: (i) all Assessments, Chargebacks, charges, fines, penalties or other liabilities (including any Data Compromise Losses) that may be imposed on the Contractor or the State by a Payment Network or any Regulatory Authority or otherwise in connection with the Merchant Services and all related costs and expenses incurred by the Contractor; (ii) all fees associated with processing Chargebacks, without regard to whether the Chargeback is settled in the State's favor or the Issuer's favor; (iii) all payments required to establish or fund a Reserve Account; (iv) all costs and expenses, including reasonable legal fees, incurred by the Contractor in the protection, preservation, amendment, exercise or enforcement of any term of the Contract including in connection with any bankruptcy proceedings relating to the State and/or in connection with the recovery of any Bank Equipment and such amounts due; and/or (v) any other amounts owing to the Contractor pursuant to the Contract or any other agreement between the State and the Contractor.

P2PE or Point to Point Encryption. A solution where cardholder data is encrypted at the point of sale and is not decrypted until it is delivered to a secure datacenter. The acceptor of the cards does not have the ability to decrypt the data at the point of sale.

Parties. In the case of any Contract, the applicable Merchant, and the applicable Servicer together.

Party. The applicable Merchant or applicable Servicer under a Contract.

Payment Network. Any entity formed to administer and promote Card payment networks, including Visa Inc., Visa Canada Corporation and Visa Europe (collectively "Visa"), Mastercard International Incorporated ("Mastercard") and DFS Services LLC ("Discover"), any applicable Debit Networks and any other similar entities.

Payment Network Fees. The fees and any other amounts (including new fees, fines, penalties, Assessments, and interchange) set or imposed by the Payment Networks, which the Contractor pass through to the State and which the State is liable for.

Payment Network Rules. The rules, regulations, releases, policies and procedures, interpretations and other requirements imposed or adopted by the Payment Networks.

Person. A third-Party individual or entity, other than the Merchant or the Servicer.

PCI-DSS. The Payment Card Industry - Data Security Standard as amended from time to time and any successor standard adopted by the payment Card industry establishing security standards for payment Cards.

PCI-SSC. Those standards of the PCI Security Standards Council (or any successor entity) as in force from time to time, including PCI-DSS and the PIN transaction security standard, as updated from time to time.

Personal Data. Means: (i) any "non-public personal information" as such term is defined under Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 *et seq.* and the rules and regulations issued thereunder; (ii) any "personal data" or any equivalent or similar concept of personal data or personal information under any Applicable Law; or (iii) any other information that can specifically identify an individual, such as name, residential and office address and social security number, together, in each case, with any other information that relates to an individual who has been so identified.

PFI. Certified PCI Forensic Investigator.

PIN. The Personal Identification Number used by a Cardholder to complete a Transaction.

PIN Entry Device. Any hardware used by the Cardholder to enter a PIN to make a purchase.

Plug and Play. Denoting or relating to software or devices that are intended to work perfectly when first used or connected, without reconfiguration or adjustment by the user.

Qualified Security Assessment (QSA). A review of merchant's compliance with PCI DSS requirements conducted by a person qualified by the PCI Security Standards Council as a security assessor.

Reason Code. A code or category used by a Payment Network to classify a specific act or omission.

Regulatory Authority. A financial services regulator or similar statutory body that has jurisdiction over the Contractor.

Refund. A Transaction to reverse in whole or in part a payment from a Cardholder.

Representment. A Transaction to reverse a Chargeback by the re-submission of the original Transaction after the State has successfully challenged a Chargeback.

Reserve Account. A deposit account in the name of Contractor (at the Contractor's discretion), established in accordance with the terms and conditions set out in Section 7.8 of Exhibit B.

Retro-Charge. A Transaction to reverse a Refund that the Cardholder was not entitled to.

Sanctions. Any sanctions administered or enforced by the United States Government (including the U.S. Department of the Treasury's Office of Foreign Assets Control), the Canadian Government, the United Nations Security Council, the EU, Her Majesty's Treasury of the UK, or any other relevant sanctions authority.

Sensitive Authentication Data. Card data used for Authorization of a Transaction, such as magnetic strip data, CVV, CVC, PINs, PIN blocks, the three- or four-digit security code on the back of a Card.

Servicer. Bank or certain of its branch offices or its Affiliates that provides the relevant Merchant Services and/or Ancillary Service in a Territory as identified in the applicable Territory Addendum.

Settlement or Settle. The initiation of the transfer of funds to the State for payment in respect of Transactions submitted to the Contractor by the State, all in accordance with the terms of the Contract.

Settlement Account. An account or account(s) designated by State Treasury to be debited and credited by the Contractor for Settlement, Fees, Chargebacks and any other amounts due in connection to the Merchant Services.

Settlement Funds. Funds received in respect of a Transaction from a Payment Network.

Service Level Agreement (SLA). Describes the services provided and the service levels at which they will be provided.

Software. Any and all software, computer programs, related documentation, technology, know-how and processes embodied in or provided in connection with Card authorization, clearing, completing, settling, transmitting or other related processing, whether equipment, PC, server or Internet-based.

Standard Day Funding Cut-Off Time. The latest time by which Transactions are required to be received by the Contractor to carry out Standard Day Funding, as may be described from time to time in the Payments Acceptance Procedures.

Statement. Any statements and reports in respect of Transactions the Contractor provides or makes available to the State.

Store and Forward. Data communication technique in which a message transmitted by a source device is stored on an intermediary device, generally a server, before being forwarded to the destination node. Generally used when data connectivity and transmission are unreliable.

Subsidiary. Any entity which is under Control of another entity.

Surcharge. An additional charge or payment for use of a particular Card.

Supplement. Any and all concurrent and subsequent addenda, appendices, exhibits, supplements, or schedules to a Contract.

System Enhancements. Any system enhancements, custom reports, special files, Terminal applications, related service enhancements or new services.

Terminal. A device placed in a Location that is connected to the BoA Systems via a data connection and is designed to authorize, record, and transmit settlement information via electronic means for Transactions.

Territory. Each geographical region where the Merchant Services are to be provided to the State as set out in the Contract and more fully set forth in the applicable Territory Addendum, which includes the United States of America.

Territory Addendum. The terms and conditions that govern the provision of Merchant Services in a Territory.

Third-Party-Based Fees. Fees set by the Payment Networks or other Persons for services related to the Merchant Services or Ancillary Services.

Third-Party Provider. Any Person engaged by the State to provide services to the State involving or relating to (i) access to Cardholder data, Transaction Data or information related to either Cardholder data or Transaction Data or (ii) PIN encryption, including, Encryption Service Organizations. "Third-Party Provider" also includes any corporate entity, franchisor or other Person that provides or controls a centralized or hosted network environment irrespective of whether Cardholder data is being stored, transmitted, or processed through it.

Transaction. A purchase by the Cardholder of goods or services from the Merchant using a Card.

Transaction Data. Data, including any Personal Data, in relation to a specific Transaction.

UK. The United Kingdom of Great Britain and Northern Ireland.

Virtual Terminal. A web or application-based payment terminal supported by the Contractor that enables the processing of card-not-present transactions.

Website. Any internet website, internet address, and/or online access channel.



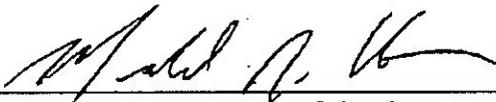
CERTIFICATE OF CORPORATE EXISTENCE

I, Michael J. Hsu, Acting Comptroller of the Currency, do hereby certify that:

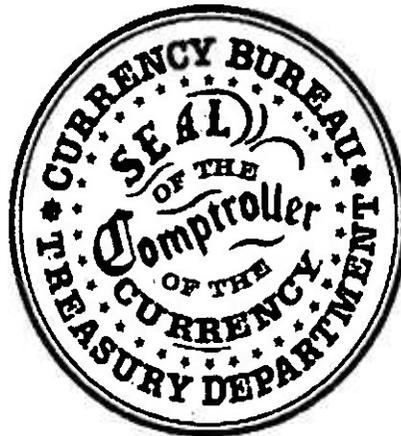
1. The Comptroller of the Currency, pursuant to Revised Statutes 324, et seq, as amended, and 12 USC 1, et seq, as amended, has possession, custody, and control of all records pertaining to the chartering, regulation, and supervision of all national banking associations.

2. "Bank of America, National Association," Charlotte, North Carolina (Charter No. 13044), is a national banking association formed under the laws of the United States and is authorized thereunder to transact the business of banking on the date of this certificate.

IN TESTIMONY WHEREOF, today, January 10, 2024, I have hereunto subscribed my name and caused my seal of office to be affixed to these presents at the U.S. Department of the Treasury, in the City of Washington, District of Columbia



Acting Comptroller of the Currency



ASSISTANT SECRETARY'S CERTIFICATE
OF
BANK OF AMERICA, NATIONAL ASSOCIATION

The undersigned, Allison L. Gilliam, an Assistant Secretary of Bank of America, National Association (the "Association"), a national banking association organized and existing under the laws of the United States of America and having its principal place of business in the City of Charlotte, County of Mecklenburg, State of North Carolina, does hereby certify that:

1. The following individual has been duly elected or appointed to the office in the Association as indicated below; and holds such office at this time:

<u>Name</u>	<u>Title</u>
Andrea Morris	Senior Vice President

2. The following is a true and complete copy of excerpts from the Bylaws of said Association, and the same is in full force and effect as of the date hereof.

Section 4.1. Officers. The officers of the Association may include a Chief Executive Officer, a President, one or more Vice Chairs, one or more individuals designated by the Board of Directors as a "Regulation O officer" for purposes of Regulation O promulgated by the Board of Governors of the Federal Reserve System (the "Executive Officers"), one or more Managing Directors (including the officer title of Director), one or more Principals, one or more Vice Presidents (including Executive Vice Presidents, Senior Vice Presidents and Assistant Vice Presidents), a Secretary, a Treasurer, and such other officers, assistant or deputy officers and agents, as may be elected from time to time by or under the authority of the Board of Directors (collectively, with the Chief Executive Officer, the President, the Vice Chairs, the Executive Officers, the Managing Directors, the Vice Presidents, the Secretary, the Treasurer, and the Chief Audit Executive, the "Officers"). The Officers shall have such duties and authorities as may be prescribed by these Bylaws, the Board of Directors, the Chief Executive Officer or by the Officer to whom such Officer reports.

Section 5.2. Execution of Instruments. All indentures, mortgages, deeds, conveyances, contracts, notes, loan documents, letters of credit, master agreements, swap agreements, guarantees, discharges, releases, satisfactions, settlements, affidavits, bonds, undertakings, powers of attorney, and other instruments or contracts may be signed, executed, acknowledged, verified, attested, delivered or accepted on behalf of the Association by an Officer (as such term is defined in Article IV, Section 4.1), or any individual who is listed on the Association's personnel records in a position equal to any of the Officers, or such other officers, employees or agents as the Board of Directors, the Chief Executive Officer or any Officer reporting directly to the Chief Executive Officer may direct in a written delegation kept in the minute book of the Association. The provisions of this Section 5.2 are supplementary to any other provision of these Bylaws and shall not be construed to authorize execution of instruments otherwise dictated by law.

AS A CERTIFICATION TO THE MATTERS SET FORTH HEREIN, I have hereupon set my hand and affixed the seal of said Association this 9th day of February, 2024.

(SEAL)



Allison L. Gilliam
Allison L. Gilliam
Assistant Secretary



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED Bank of America Corporation and any and all subsidiaries Mail Code: NC1-028-17-01 One Bank of America Center 150 North College Street Charlotte, NC 28255-0001	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional insureds under the General Liability are included as their interest may appear, but only if required by written contract with the named insured and the amount afforded is limited to the value of the contract or the available limits, whichever is less.