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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

June 3, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into an amendment to an existing contract (Contract #8003028) with First Data Merchant Services LLC (FDMS) (VC#315135), Alpharetta, GA, for Merchant Processing Services, to extend the contract term by two years from June 30, 2025, to June 30, 2027 with no change to the price limitation up to and not to exceed \$25,000,000. The original contract was approved by the Governor and Executive Council on September 18, 2013, Item #27E, and most recently amended with Governor and Executive Council approval July 10, 2024 Item #79.

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

As previously stated, the contract was originally approved by the Governor and Executive Council on September 18, 2013, Item #27E, amended by the First Amendment on August 5, 2014, Item #105, the Second Amendment on December 15, 2014, Item #104, the Third Amendment on May 9, 2018, Item #174, the Fourth Amendment on May 1, 2019, Item #79, the Fifth Amendment on June 16, 2021, Item #159, and the Sixth Amendment on June 15, 2022, Item #148, the Seventh Amendment July 10, 2024 Item #79 and set to expire on June 30, 2025.

Although this contract does not have an authorized extension period remains, DAS is requesting the approval of a two year extension in order to enable state agencies to maintain continuous merchant credit card processing with FDMS for a limited time as they transition to a new statewide contract for centralized Merchant Card Services with Bank of America N.A. (Bank of America) that was approved by the Governor & Executive Council approval February 21, 2024 item #191. In this instance, the DHHS Food Protection Program will continue to use FDMS to process licensing fee payments for food suppliers in NH.

The DAS and the DoIT are collaborating with state agencies to strategically migrate from their current merchant credit card processors to Bank of America while maintaining operational

integrity. Specifically, the Department of Health and Human Services (DHHS) Food Protection Program is processing credit card transactions through FDMS. In compliance with the change to new statewide credit card processing solution, DHHS engaged with its current data system vendor, Accela, to upgrade the current system at no cost; however, the vendor ceased negotiations with DHHS in May 2025 because it did not concur with the State's updated standard terms and conditions. The Accela agreement is a single agency service contract that DHHS established with Governor and Executive Council approval on March 13, 2015 Item #12A, and most recently amended with Governor and Executive Council approval March 12, 2025 Item #5G. The DHHS contract with Accela, which now concludes on June 30, 2026, includes only hosting and support and does not have provision for upgrades or the work necessary for migration to the Bank of America statewide Credit Card Processing Contract.

DHHS is currently seeking to procure a new Food Protection data system that meets all State terms. The DHHS Food Protection Program supports more than 5,000 restaurants, grocery stores, dairies, and other establishments that produce or serve food statewide. The new system will integrate with the State's new credit card payment processing platform and updated standard terms and conditions with an implementation timeline prior to the termination of this extension. It is the expectation of the DAS, the DoIT, and DHHS that the development of the new platform must be complete as a prerequisite to the Food Protection Program migrating to Bank of America.

Upon approval, this eighth amendment with FDMS will ensure that state agencies will have access to merchant credit card processing services with no disruptions as they migrate to the new vendor, Bank of America. This approval will allow the DHHS Food Protection Program to collect payments for licensing as they transition to a new data system without a disruption for the businesses they serve. This two-year contract extension provides DHHS with a known and stable environment for processing credit and debit card transactions. DHHS will establish project milestones that fall within the requested two-years allowing for seamless migration to Bank of America.

Based on the foregoing, I am respectfully recommending approval of this contract amendment with First Data Merchant Services LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

New Hampshire

**DoIT**



**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Drive | Concord, NH | 03301  
Fax: (603) 271-1516 | TDD: (800) 753-2964  
[doit.nh.gov](http://doit.nh.gov)



Denis Goulet, *Commissioner*

May 30, 2025

Charles M. Arlinghaus, Commissioner  
State of New Hampshire  
Department of Administrative Services  
25 Capitol Street  
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 amendment with First Data Merchant Services LLC, as described below and referenced as DoIT No. 2014-064H.

The purpose of this request is to provide Merchant Card Processing Services to State agencies.

The Total Price Limitation shall not change and remains \$25,000,000, effective upon Governor and Executive Council approval through June 30, 2027.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet".

Denis Goulet

DG/jd  
DoIT #2014-064H

cc: Cindy Dotlich, IT Manager, DoIT



**EIGHTH AMENDMENT TO THE CONTRACT BETWEEN  
FIRST DATA MERCHANT SERVICES LLC  
AND  
THE STATE OF NEW HAMPSHIRE,  
DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR MERCHANT CARD PROCESSING  
CONTRACT # 8003028**

This Eighth Amendment (hereinafter referred to as the "Amendment"), dated this 15th day of May 2025, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and First Data Merchant Services LLC hereinafter referred to as "the Contractor") for MERCHANT CARD PROCESSING.

WHEREAS, pursuant to an agreement effective September 18, 2013, Item #27E, amended by the First Amendment on August 5, 2014, Item#105, amended by the Second Amendment on December 15, 2014, Item #104, amended by the Third Amendment on May 9, 2018, Item #174 amended by the Fourth Amendment on May 1, 2019, Item #79, amended by the Fifth Amendment on June 16, 2021, Item #159, amended by the Sixth Amendment on June 15, 2022, Item #148 amended by the Seventh Amendment on July 10, 2024, Item #64 and set to expire June 30, 2025, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain merchant card processing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:  
1.7 June 30, 2027
2. All other provisions of the Agreement, approved by the Governor and Executive Council on September 18, 2013, Item #27E, amended by the First Amendment on August 5, 2014, Item#105, amended by the Second Amendment on December 15, 2014, Item #104, amended by the Third Amendment on May 9, 2018, Item #174 amended by the Fourth Amendment on May 1, 2019, Item #79, amended by the Fifth Amendment on June 16, 2021, Item #159, amended by the Sixth Amendment on June 15, 2022, Item #148 amended by the Seventh Amendment on July 10, 2024, Item #64 shall remain in full force and effect.

**FIRST DATA MERCHANT SERVICES LLC**

By: *SM*  
Shane McCullough  
(Print Name)

Title: Authorized Signer

Date: 5/15/2025

**STATE OF NEW HAMPSHIRE**

By: *Ch Arlinghaus*  
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 6/4/25

**OFFICE OF THE ATTORNEY GENERAL**

By: *Christen Lavers*  
Christen Lavers  
(Print Name)

Title: Sr. Assistant Attorney General

Date: 6/5/25

The foregoing contract was approved by the  
Governor and Council of New Hampshire on

\_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Contractor Initials: *SM*

Date: 5/15/2025

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FIRST DATA MERCHANT SERVICES LLC is a Florida Limited Liability Company registered to transact business in New Hampshire on August 16, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 255300

Certificate Number: 0007183889



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of May A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan

Secretary of State

## SECRETARY CERTIFICATE

The undersigned, being the Secretary of First Data Corporation, a Delaware corporation ("the Corporation"), does hereby certify as follows:

1. The Corporation is the sole Member of First Data Merchant Services LLC (the "Company"),
2. I am authorized to bind the Company,
3. Shane McCullough is an authorized signatory of the Company, and
4. The State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Company and that this authorization shall remain valid for thirty (30) days from the date below

Dated this 22<sup>nd</sup> day of May 2025

FIRST DATA CORPORATION



---

Eric C. Nelson, Secretary

**Certificate of Authority**

**LLC Certification of Authority**

I, Shane McCullough, hereby certify that I have signature authority on behalf of First Data Merchant Services LLC, a limited liability company.

I certify that I am authorized to bind the LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC and that this authorization **shall remain valid for thirty (30) days** from the date below.

**DATED:** 05/22/2025

**ATTEST:**

  
Shane McCullough, Authorized Signer  
(Name & Title)



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2025

DATE (MM/DD/YYYY)  
6/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

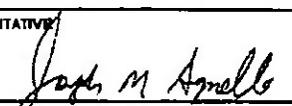
<b>PRODUCER</b> Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C No. Ext):</b> _____	<b>FAX (A/C No.):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> National Union Fire Ins Co Pitts. PA		19445
<b>INSURER B:</b> --- SEE ATTACHMENT ---		
<b>INSURER C:</b> Market American Insurance Company		28932
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 17385532      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____	N	N	1947070	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	1811816	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	MKML6MM70000937.	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SEE ATTACHED	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	CRIME / E&O / CYBER	N	N	SEE ATTACHED	7/1/2024	7/1/2025	SEE ATTACHED

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**CRIME COVERAGE:** CARRIER WILL PAY FOR LOSS OR DAMAGE TO MONEY SECURITIES & OTHER PROPERTY SUSTAINED BY THE NAMED INSUREDS CLIENT RESULTING DIRECTLY FROM THEFT COMMITTED BY AN IDENTIFIED EMPLOYEE ACTING ALONE OR IN COLLUSION WITH OTHER PERSONS. LIMITS \$5,000,000 EACH LOSS, EMPLOYEE DISHONESTY/THEFT. **ADDITIONAL NAMED INSURED:** FIRST DATA MECHANIC SERVICES, LLC. **CRIME COVERAGE:** CARRIER WILL PAY FOR LOSS OR DAMAGE TO MONEY SECURITIES & OTHER PROPERTY SUSTAINED BY THE NAMED INSUREDS CLIENT RESULTING DIRECTLY FROM THEFT COMMITTED BY AN IDENTIFIED EMPLOYEE ACTING ALONE OR IN COLLUSION WITH OTHER PERSONS. LIMITS \$5,000,000 EACH LOSS, EMPLOYEE DISHONESTY/THEFT.

<b>CERTIFICATE HOLDER</b>  17385532 State of New Hampshire Department of Administrative Services 25 Capitol Street, Room 108 Concord NH 03301	<b>CANCELLATION</b> See Attachment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
---	--

**Additional Coverage Information**

Crime	Zurich American Insurance Company (Zurich)	FID578143111	\$5,000,000 Per Occurrence	7/1/2024 - 7/1/2025
E&O/Cyber	Columbia Casualty Company (CNA)	425578847	\$5,000,000 Per Claim / Aggregate	7/1/2024- 7/1/2025

**Workers Compensation / Employers Liability**

WC 86672293	AOS	AIU INSURANCE CO. (AIG)	7/1/2024 - 7/1/2025  See Acord 25 for applicable limits
WC 86672295	CA	AIU INSURANCE CO. (AIG)	
WC 86672294	WI	AIU INSURANCE CO. (AIG)	



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 [Office@das.nh.gov](mailto:Office@das.nh.gov)

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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

July 10, 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 to enter into a **retroactive** contract amendment to an existing contract (Contract #8003028) with First Data Merchant Services LLC (VC#315153), Alpharetta, GA, for merchant card processing services, to extend the contract term by one year from June 30, 2024, to June 30, 2025. The original contract (Contract #8003028) was approved by the Governor and Executive Council on September 18, 2013, Item #27E, amended by the First Amendment on August 5, 2014, Item #105, the Second Amendment on December 15, 2014, Item #104, the Third Amendment on May 9, 2018, Item #174, the Fourth Amendment on May 1, 2019, Item #79, the Fifth Amendment on June 16, 2021, Item #159, and the Sixth Amendment on June 15, 2022, Item #148, and set to expire on June 30, 2024.

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

This contract amendment is **retroactive** due to vendor administrative delays in the contract administration process. **Retroactive** approval will have no impact on agency contract usage.

As previously stated, the contract (Contract #8003028) was originally approved by the Governor and Executive Council on September 18, 2013, Item #27E, amended by the First Amendment on August 5, 2014, Item #105, the Second Amendment on December 15, 2014, Item #104, the Third Amendment on May 9, 2018, Item #174, the Fourth Amendment on May 1, 2019, Item #79, the Fifth Amendment on June 16, 2021, Item #159, and the Sixth Amendment on June 15, 2022, Item #148, and set to expire on June 30, 2024.

This seventh amendment shall facilitate merchant card processing services with no disruptions for state agencies that have not completed transition to the statewide contract with Bank of America, N.A. This one-year, contract amendment extension provides state agencies that have not completed transition to the statewide merchant card processing contract with a known and stable

environment for processing credit and debit card transactions. By coordinating the merchant card contracts to simultaneously terminate will provide an efficient transition and allow the necessary time to consolidate all activities under one vendor for all participating agencies.

Based on the foregoing, I am respectfully recommending approval of the **retroactive** contract amendment with First Data Merchant Services LLC.

Respectfully submitted,



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/doi](http://www.nh.gov/doi)

Denis Goulet  
Commissioner

May 15, 2024

Charles M. Arlinghaus, Commissioner  
State of New Hampshire  
Department of Administrative Services  
25 Capitol Street  
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 amendment with First Data Merchant Services LLC of Alpharetta, GA, for Merchant Card Processing Services as described below and referenced as DoIT No. 2014-064G.

This statewide contract amendment with First Data Merchant Services will continue to provide Merchant Card Processing Services to State agencies.

There is no cost to the State associated with this contract. The contract amendment shall become effective upon Governor and Executive Council approval through June 30, 2025.

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

Sincerely,

Denis Goulet

DG/RA  
DoIT No. 2014-064G  
cc: Rebecca Bolton, IT Manager



**SEVENTH AMENDMENT TO THE CONTRACT BETWEEN  
FIRST DATA MERCHANT SERVICES LLC  
AND  
THE STATE OF NEW HAMPSHIRE,  
DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR MERCHANT CARD PROCESSING SERVICES  
CONTRACT # 8003028**

This Seventh Amendment (hereinafter referred to as the "Amendment"), dated this 30 day of April, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and First Data Merchant Services LLC (hereinafter referred to as "the Contractor") for Merchant Card Processing Services.

WHEREAS, pursuant to an agreement originally approved by Governor and Executive Council on September 18, 2013, Item #27E, as amended by the First Amendment on August 5, 2014, Item #105, the Second Amendment on December 15, 2014, Item #104, the Third Amendment on May 9, 2018, Item #174, the Fourth Amendment on May 1, 2019, Item #79, the Fifth Amendment on June 16, 2021, Item #159, and the Sixth Amendment on June 15, 2022, Item #148, set to expire June 30, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain merchant card processing services for the State in consideration of payment by the State of certain sums as specified therein; and

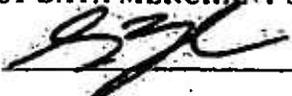
WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

WHEREAS, Bank of America, N.A. is Sponsor bank for First Data Merchant Services LLC;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:  
1.7 June 30, 2025
2. All other provisions of the Agreement, approved by the Governor and Executive Council on September 18, 2013, Item #27E, as amended by the First Amendment on August 5, 2014, Item #105, the Second Amendment on December 15, 2014, Item #104, the Third Amendment on May 9, 2018, Item #174, the Fourth Amendment on May 1, 2019, Item #79, the Fifth Amendment on June 16, 2021, Item #159, and the Sixth Amendment on June 15, 2022, Item #148, by the Governor and Executive Council shall remain in full force and effect.

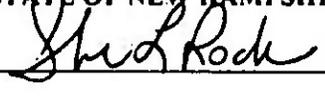
FIRST DATA MERCHANT SERVICES LLC

By:   
Shane McCullough  
(Print Name)

Title: Authorized Signer

Date: 4/30/2024

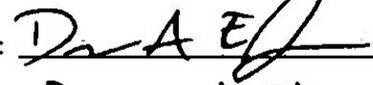
STATE OF NEW HAMPSHIRE

By:   
For Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 6/14/24

OFFICE OF THE ATTORNEY GENERAL

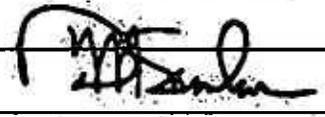
By:   
Duncan A. Edgar  
(Print Name)

Title: Assistant Attorney General

Date: 6/18/24

The foregoing contract was approved by the Governor and Council of New Hampshire on

JUL 10 2024

Signed:   
(Print Name)

**SECRETARY OF STATE**

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that FIRST DATA MERCHANT SERVICES LLC is a Florida Limited Liability Company registered to transact business in New Hampshire on August 16, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 255300

Certificate Number: 0006685736



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire.

this 9th day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State

## SECRETARY CERTIFICATE

The undersigned, being the Secretary of First Data Corporation, a Delaware corporation ("the Corporation"), does hereby certify as follows

- 1 The Corporation is the sole Member of First Data Merchant Services LLC (the "Company"),
- 2 I am authorized to bind the Company,
- 3 Shane McCullough is an authorized signatory of the Company, and
- 4 The State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the Company and that this authorization shall remain valid for thirty (30) days from the date below

Dated this 4<sup>th</sup> Day of June 2024

FIRST DATA CORPORATION



---

Eric C. Nelson, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2024

DATE (MM/DD/YYYY)

6/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 keasur@lockton.com	<b>CONTACT</b> NAME: _____ PHONE: _____ FAX: _____ (AC, Ho, Ext): (AC, Ho): E-MAIL: _____ ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Ins Co Pitts. PA.</td> <td>19445</td> </tr> <tr> <td>INSURER B: --- SEE ATTACHMENT ---</td> <td></td> </tr> <tr> <td>INSURER C: Markel American Insurance Company</td> <td>28932</td> </tr> <tr> <td>INSURER D: _____</td> <td></td> </tr> <tr> <td>INSURER E: _____</td> <td></td> </tr> <tr> <td>INSURER F: _____</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co Pitts. PA.	19445	INSURER B: --- SEE ATTACHMENT ---		INSURER C: Markel American Insurance Company	28932	INSURER D: _____		INSURER E: _____		INSURER F: _____
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: National Union Fire Ins Co Pitts. PA.	19445													
INSURER B: --- SEE ATTACHMENT ---														
INSURER C: Markel American Insurance Company	28932													
INSURER D: _____														
INSURER E: _____														
INSURER F: _____														
<b>INSURED</b> 1383155 FISERV, INC. FIRST DATA MERCHANT SERVICES, LLC 255 FISERV DRIVE/PO BOX 979 BROOKFIELD WI 53045														

**COVERAGES**      **CERTIFICATE NUMBER:** 17385532      **REVISION NUMBER:** XXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: POLICY _____ PRO. _____ SECT <input checked="" type="checkbox"/> LOC _____ OTHER: _____	N N	1947070	7-1-2023	7-1-2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ _____
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N N	1811816	7-1-2023	7-1-2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDED <input checked="" type="checkbox"/> RETENTIONS 10,000	N N	MKL244N170000411	7-1-2023	7-1-2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	SEE ATTACHED	7-1-2023	7-1-2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	<input checked="" type="checkbox"/> CRIME & CYBER	N N	SEE ATTACHED	7-1-2023	7-1-2024	SEE ATTACHED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)

CRIME COVERAGE: CARRIER WILL PAY FOR LOSS OR DAMAGE TO MONEY SECURITIES & OTHER PROPERTY SUSTAINED BY THE NAMED INSURED'S CLIENT RESULTING DIRECTLY FROM THEFT COMMITTED BY AN IDENTIFIED EMPLOYEE ACTING ALONE OR IN COLLUSION WITH OTHER PERSONS. LIMITS \$5,000,000 EACH LOSS. EMPLOYEE DISHONESTY THEFT: ADDITIONAL NAMED INSURED: FIRST DATA MERCHANT SERVICES, LLC. CRIME COVERAGE: CARRIER WILL PAY FOR LOSS OR DAMAGE TO MONEY SECURITIES & OTHER PROPERTY SUSTAINED BY THE NAMED INSURED'S CLIENT RESULTING DIRECTLY FROM THEFT COMMITTED BY AN IDENTIFIED EMPLOYEE ACTING ALONE OR IN COLLUSION WITH OTHER PERSONS. LIMITS \$5,000,000 EACH LOSS. EMPLOYEE DISHONESTY THEFT

**CERTIFICATE HOLDER**

17385532  
 State of New Hampshire  
 Department of Administrative Services  
 25 Capitol Street, Room 108  
 Concord NH 03301

**CANCELLATION** See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Additional Coverage Information**

Category	Carrier	Policy Number	Limit	Effective Date
Crime	Zurich American Insurance Company (Zurich)	FID576143110	\$5,000,000 Per Occurrence	7/1/2023 - 7/1/2024
E&O/Cyber	Columbia Casualty Company (CNA)	425578547	\$5,000,000 Per Claim / Aggregate	7/1/2023 - 7/1/2024

**Workers Compensation / Employers Liability**

Policy Number	State Covered	Insuring Company	Effective Date
WC 13759955	AOS	AIU INSURANCE CO. (AIG)	7/1/2023 - 7/1/2024  See Acord 25 for applicable limits
WC 13759957	CA	AIU INSURANCE CO. (AIG)	
WC 13759956	WI	AIU INSURANCE CO. (AIG)	



Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100  
Concord, New Hampshire 03301

[Office@dms.nh.gov](mailto:Office@dms.nh.gov)

148

MLC

Catherine A. Keene  
Deputy Commissioner  
(603) 271-2059

Sheri L. Rockburn  
Assistant Commissioner  
(603) 271-3204

May 19, 2022

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

## REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to exercise an amendment to merchant card processing services contract 8002850 to allow First Data Merchant Services, LLC, of Alpharetta, GA (VC #315135) to assume responsibility from FDS Holdings, Inc., Alpharetta, GA (VC #344407) and extend the termination date from June 30, 2022 to June 30, 2024. The original contract was approved by Governor and Executive Council on September 18, 2013, item #27E, as amended by the First Amendment on August 5, 2014, Item #105, the Second Amendment on December 15, 2015, Item #104, the Third Amendment on June 6, 2018, Item #174, and the Fourth amendment on May 1, 2019, Item #79, the Fifth Amendment on June 16, 2021, Item #159. The price limitation remains the same, at \$25,000,000.00. All other provisions of the Agreement, approved by the Governor and Executive Council shall remain in full force and effect.

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 item is to obtain authority to extend the State's merchant card processing contract with First Data Merchant Services LLC. First Data Merchant Services LLC and FDS Holdings LLC are both subsidiaries of Fiserv Inc. The entities were merged retaining the name First Data Merchant Services LLC dissolving FDS Holdings Inc. Pending Governor and Council approval, this Sixth Amendment will allow First Data Merchant Services, LLC, Alpharetta, GA (VC #315135) to assume responsibility for the current contract from FDS

Holdings, Inc. and extend the contract expiration date to June 30, 2024, aligning with the expiration date of the primary statewide merchant card processing Contract with JP Morgan Chase d/b/a Paymentech, LLC. This coterminous expiration shall facilitate the State to conduct a coordinated transition for all aspects of merchant card processing e.g. credit card payments, gift card, e-checks, etc.

On September 18, 2013, item #27E, Governor and Executive Council approved a statewide contract with Banc of America Merchant Services, LLC, Englewood, CO (VC #177856) for merchant card processing services, with Bank of America N.A., Jamaica Plain, MA as the sponsor bank, in the amount of \$25,000,000, with a contract term expiring June 30, 2018.

The First Amendment, August 5, 2014, item #105, extended the end date for conversion of the merchant card services processing platform from August 31, 2014 through November 14, 2015. No additional funding.

The Second Amendment, December 15, 2015, item #104, retroactively extended the end date for conversion of the merchant card services processing platform from November 14, 2015 through March 15, 2016. No additional funding.

The Third Amendment, June 6, 2018, item #174, extended the contract from June 30, 2018 through June 30, 2019 and allowed time for the State to evaluate alternative opportunities within the market with intentions of identifying potentially to have a single contractor for merchant card services. The results of the aforementioned evaluation established the primary merchant card processing services contract with JP Morgan Chase d/b/a Paymentech, LLC. No additional funding.

The Fourth Amendment, May 1, 2019, item #79, extended the contract through June 30, 2021 and replaced Fee Structure, Equipment Costs, and Terminals. The contract extension was to allow adequate time for eighteen (18) agencies to transition to the new Statewide Contract 8002054 with JPMorgan Chase d/b/a Paymentech, LLC. The Fee Structure, Equipment Costs, and Terminals changes were due to industry technological advancements preventing direct replacement of existing equipment.

The Fifth Amendment, June 16, 2021, item #159, extended the contract through June 30, 2022 to allow additional time for ten (10) agencies to transition their merchant card processing environments to the Statewide Contract with JPMorgan Chase d/b/a Paymentech, LLC. The amendment also allowed FDS Holdings, Inc., Alpharetta, GA (VC #344407) to assume responsibility for the current contract, from JV Wind Down, LLC, formerly known as Banc of America Merchant Services, LLC, with Bank of America N.A. remaining as the sponsor bank. No additional funding.

There are currently seven (7) agencies that did not complete transition to the statewide contract with JP Morgan Chase d/b/a Paymentech, LLC:

- 1) Administrative Office of the Courts - 13 locations remaining (5 locations transition in progress)

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
May 19, 2022  
Page 3 of 3

- 2) Department of Health and Human Services - Food Services (transition in progress)
- 3) Department of Natural and Cultural Resources - Hampton Beach and Cannon Mountain
- 4) Department of Safety - 5 locations
- 5) Fish and Game
- 6) Lottery
- 7) Secretary of State

An RFP is to be issued fiscal year 2023 to address the approaching expiration of the Statewide Contract. As a result, the intention would be to allow the six (6) locations currently in progress to transition to the statewide contract with JP Morgan Chase d/b/a Paymentech, LLC. The remaining locations would stay with First Data Merchant Services through the completion of the requested contract extension to avoid transitioning twice within two years in the event a new vendor is selected.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with First Data Merchant Services, LLC.

Respectfully submitted,



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/doi

Denis Goulet  
Commissioner

May 4, 2022

Charles M. Arlinghaus, Commissioner  
State of New Hampshire  
Department of Administrative Services  
25 Capitol Street  
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 amendment with First Data Merchant Services LLC of Alpharetta, GA, for Merchant Card Processing Services as described below and referenced as DoIT No. 2014-064F.

This statewide contract amendment with First Data Merchant Services will continue to provide Merchant Card Processing Services to State agencies.

There is no cost to the State associated with this contract. The contract amendment shall become effective upon Governor and Executive Council approval through June 30, 2024.

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

Sincerely,

Denis Goulet

DG/RA  
DoIT No. 2014-064F  
cc: Theresa Paré Curtis, DOIT

**SIXTH AMENDMENT TO THE CONTRACT BETWEEN  
FIRST DATA MERCHANT SERVICES LLC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR MERCHANT CARD PROCESSING SERVICES  
CONTRACT # 8003028**

This Sixth Amendment (hereinafter referred to as the "Amendment"), dated this 22nd day of April, 2022, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and First Data Merchant Services LLC ( hereinafter referred to as "the Contractor") for Merchant Card Processing Services.

WHEREAS, pursuant to an agreement effective September 18, 2013, Item #27E, as amended by the First Amendment on August 5, 2014 (Item #105), the Second Amendment on December 15, 2015 (Item #104), the Third Amendment on May 9, 2018, (Item #174), and Fourth Amendment on May 1, 2019 (Item #79), Fifth Amendment on June 16, 2021 (Item #159) set to expire June 30, 2022, (hereinafter referred to as "the Agreement") to perform certain services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties; and

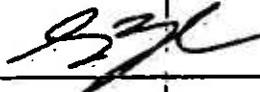
WHEREAS, Bank of America, N.A. is Sponsor bank for First Data Merchant Services LLC.

WHEREAS, On September 30, 2021, FDS Holdings, Inc. merged into and with First Data Merchant Services LLC, with First Data Merchant Services LLC as the surviving entity; First Data Merchant Services LLC assumes all liabilities and performance obligations under the Agreement; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, Item 1.7 Completion Date and substitute the following:  
1.7 June 30, 2024
2. Replace "FDS Holdings, Inc." with "First Data Merchant Services LLC" throughout the Agreement, including but not limited to Form Number P-37, Item 1.3.
3. First Data Merchant Services LLC agrees to assume any and all liability and performance obligations under the Agreement.
4. All other provisions of the Agreement, approved on September 18, 2013, Item #27E, as amended by the First Amendment on August 5, 2014 (Item #105), the Second Amendment on December 15, 2015 (Item #104), the Third Amendment on May 9, 2018, (Item #174), and Fourth Amendment on May 1, 2019 (Item #79), Fifth Amendment on June 16, 2021 (Item #159) by the Governor and Executive Council remain in full force and effect.

FIRST DATA MERCHANT SERVICES LLC.

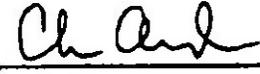
By: 

Shane McCullough  
(Print Name)

Title: Authorized Signer

Date: 4/22/2022

STATE OF NEW HAMPSHIRE

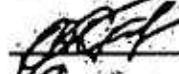
By: 

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 5-19-22

OFFICE OF THE ATTORNEY GENERAL

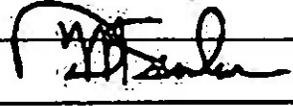
By:   
Valerica Rabinovitch  
(Print Name)

Title: Assistant Attorney General

Date: 5/28/22

The foregoing contract was approved by  
the Governor and Council of New  
Hampshire on

JUN 15 2022

Signed: 

(Print Name)  
Title: Secretary of State

**State of New Hampshire  
Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FIRST DATA MERCHANT SERVICES LLC is a Florida Limited Liability Company registered to transact business in New Hampshire on August 16, 1996. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 255300

Certificate Number: 0005702734



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of March A.D. 2022.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



State of New Hampshire  
 Department of State  
 2022 ANNUAL REPORT

Filed  
 Date Filed: 3/14/2022  
 Effective Date: 3/14/2022  
 Business ID: 255300  
 William M. Gardner  
 Secretary of State

BUSINESS NAME: FIRST DATA MERCHANT SERVICES LLC		
BUSINESS TYPE: Foreign Limited Liability Company		
BUSINESS ID: 255300		
STATE OF FORMATION: Florida		
CURRENT PRINCIPAL OFFICE ADDRESS		CURRENT MAILING ADDRESS
2900 Westside Parkway Alpharetta, GA, 30004, USA		P.O. Box 979 Brentfield, WI, 53008, USA
REGISTERED AGENT AND OFFICE		
REGISTERED AGENT: CORPORATION SERVICE COMPANY (150560)		
REGISTERED AGENT OFFICE ADDRESS: 10 Ferry Street S313 Concord, NH, 03301, USA		
PRINCIPAL PURPOSE(S)		
NAICS CODE	NAICS SUB CODE	
OTHER / MERCHANT CREDIT CARD PROCESSING		
MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
First Data Corporation	255 Fiserv Drive, Brentfield, WI, 53045, USA	Member
I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.		
Title: <u>Authorized Signer</u>		
Signature: <u>Beth Krause</u>		
Name of Signer: <u>Beth Krause</u>		

## Business Information

### Business Details

Business Name:	FIRST DATA MERCHANT SERVICES LLC	Business ID:	255300
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	08/16/1996	Name in State of Formation:	FIRST DATA MERCHANT SERVICES LLC
Date of Formation in Jurisdiction:	08/16/1996		
Principal Office Address:	2900 Westside Parkway, Alpharetta, GA, 30004, USA	Mailing Address:	P.O. Box 979, Brookfield, WI, 53008, USA
Citizenship / State of Formation:	Foreign/Florida		
		Last Annual Report Year:	2022
		Next Report Year:	2023
Duration:	Perpetual		
Business Email:	corplaw@fiserv.com	Phone #:	404-890-2760
Notification Email:	corplaw@fiserv.com	Fiscal Year End Date:	NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / MERCHANT CREDIT CARD PROCESSING	

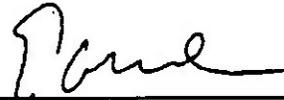
**SECRETARY CERTIFICATE**

The undersigned, being the Secretary of First Data Merchant Services LLC, a Florida limited liability company (the "Company"), does hereby certify as follows:

- A) Shane McCullough is an authorized signatory of the Company.
- B) Shane McCullough has the authority to negotiate and execute contracts on behalf of the Company.

Dated this 18<sup>th</sup> Day of April 2022

**FIRST DATA MERCHANT SERVICES LLC**

By:   
Eric C. Nelson  
Secretary

State of Wisconsin  
County of Waukesha

This document was signed before me  
on the 18<sup>th</sup> day of April, 2022.

  
Notary Public  
My commission expires: 1/8/2025





# CERTIFICATE OF LIABILITY INSURANCE

7/1/2022

DATE PERIOD  
1/1/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (316) 960-9000	CONTACT NAME:	
	PHONE:	FAX:
	LOC. No. EXT:	LOC. No.:
	EMAIL:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: National Union Fire Ins Co Pitts. PA	19445
	INSURER B: Market American Insurance Company	28212
	INSURER C: *** SEE ATTACHMENT ***	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 17385532      REVISION NUMBER: XXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS. STA.	TYPE OF INSURANCE	INSURER PER	INSURER MOD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	1947025	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP. (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	N	N	1722397	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXX PROPERTY DAMAGE (Per person) \$ XXXXXXX \$ XXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION: 10,000	N	N	AKL6M6M170000150	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (Any PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED) (Nonsalary in 1999) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	SEE ATTACHED	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CRIME/E&O/CYBER	N	N	SEE ATTACHED	7/1/2021	7/1/2022	SEE ATTACHED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CRIME COVERAGE: CARRIER WILL PAY FOR LOSS OR DAMAGE TO MONEY SECURITIES & OTHER PROPERTY SUSTAINED BY THE NAMED INSURED'S CLIENT RESULTING DIRECTLY FROM THEFT COMMITTED BY AN IDENTIFIED EMPLOYEE ACTING ALONE OR IN COLLUSION WITH OTHER PERSONS. LIMITS \$5,000,000 EACH LOSS. EMPLOYEE DISHONESTY/THEFT, PHYSICAL DAMAGE DEDUCTIBLE: \$5,000. ADDITIONAL NAMED INSURED: FIRST DATA MERCHANT SERVICES, LLC. CRIME COVERAGE: CARRIER WILL PAY FOR LOSS OR DAMAGE TO MONEY SECURITIES & OTHER PROPERTY SUSTAINED BY THE NAMED INSURED'S CLIENT RESULTING DIRECTLY FROM THEFT COMMITTED BY AN IDENTIFIED EMPLOYEE ACTING ALONE OR IN COLLUSION WITH OTHER PERSONS. LIMITS \$5,000,000 EACH LOSS. EMPLOYEE DISHONESTY/THEFT.

CERTIFICATE HOLDER	CANCELLATION
17385532 State of New Hampshire Department of Administrative Services 25 Capitol Street, Room 108 Concord NH 03301	See Attachment
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Joseph M. Amello</i>

Miscellaneous Attachment: M99660 Master ID: 1383155, Certificate ID: 17385532

Additional Coverage Information

Coverage	Carrier	Policy Number	Limit	Effective Dates
Crime	Zurich American Insurance Company (Zurich)	FID576143108	\$5,000,000 Per Occurrence	7/1/2021 - 7/1/2022
E&O/Cyber	Columbia Casualty Company (CNA)	425578847	\$5,000,000 Per Claim / Aggregate	

Workers Compensation / Employers Liability

Policy Number	States Covered	Issuing Company	Policy Effective Date/Limit
WC 48425935	AOS	AIG INSURANCE CO. (AIG)	7/1/2021 - 7/1/2022  See Acard 25 for applicable limits
WC 48425936	CA	AIG INSURANCE CO. (AIG)	
WC 48425938	WI	AIG INSURANCE CO. (AIG)	
WC 013759690	NY	AIG INSURANCE CO. (AIG)	



Over \$2 Billion and Counting for our Schools

GOVERNOR Christopher T. Sununu  
CHAIRMAN Debra M. Douglas  
COMMISSIONER M. Andy Crews  
COMMISSIONER Eric B. Pierce  
EXECUTIVE DIRECTOR Charles R. McIntyre

September 17, 2021

Heather Kelley  
Merchant Card Administrator  
State of NH, Department of Administrative Services  
State House Annex RM 108  
25 Capitol St.  
Concord, NH 03301

RE: Statewide Merchant Card Services

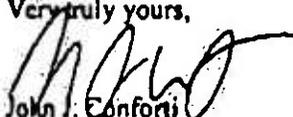
Dear Ms. Kelly:

As you know, the New Hampshire Lottery Commission utilizes the statewide merchant card contract for payment of subscription services for certain lottery draw games. Bank of America (BOA) has provided these services for years and we have been happy with the level of service provided by BOA. We were advised several years ago the J.P. Morgan Chase ("Chase"), had been awarded this statewide contract. Over the past two years we have worked with the Department of Administrative Services ("DAS") and Chase to successfully migrate from the BOA system. That process has been extremely frustrating and we have seen no concrete steps towards migrating our merchant card payments to Chase. Specifically, Chase has seemed unable or unwilling to process lottery payments despite the fact that we were included in the scope of the statewide contract.

We have been advised by DAS that agencies that have migrated have encountered issues in this process and that DAS plans to re-bid these services in the near future. Given the concerns with the current migration and the potential that a new vendor will be selected shortly, we would respectfully request the ability to maintain the BOA services until such time as a new contract is awarded. Maintaining these services will allow the Lottery Commission to maintain stability in our operations and customer relations.

Please feel free to contact me if you have any further questions in this regard.

Very truly yours,

  
John J. Conforti  
Chief Compliance Officer



Live Free or Die  
New Hampshire Lottery Commission 14 Integra Drive Concord, New Hampshire 03301  
Tel: 603.271.3391 Fax: 603.271.3160 Toll: 1.800.735.2164 www.nhlottery.com

LIVE REPORT

FIRST DATA MERCHANT SERVICES LLC

12-190-6049

12-190-6049

+1 (404) 890-3000

2900 Westside Pkwy, A Level Front 3565 Glenridge Connector No. Of America

[www.firstdata.com](http://www.firstdata.com)

matthew.stanton@dss.nh.gov

Summary

KEY DATA ELEMENTS

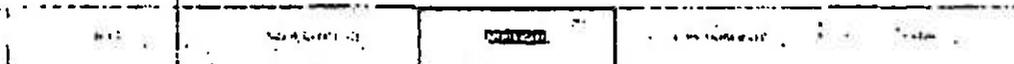
KDE Name	Current Status	Details
PAYDEX®	71	12 day beyond grace
Delinquency Score	8	High Risk of non payment delinquency
Failure Score	31	Medium to High Risk of non payment
D&B Viability Rating		Very High Risk
Bankruptcy Found	N	
D&B Rating	1R4	18 months or more Employee Credit reported of 12 Month

COMPANY PROFILE

INC-N-1 12-190-6049	Mailing Address UNITED STATES	Employee 12,000,000
Legal Form Corporation	Telephone +1 404 890 3000	Age (Year Started) 11 Year (1981)
Industry Record Clear	Website <a href="http://www.firstdata.com">www.firstdata.com</a>	Noted Principal John Stanton, CEO-FOIA
Date Incorporated 12/27/2011	Parent Control Served N/A	Line of Business The primary business
State of Incorporation 11/08/14		SIC 734999
Ownership No publicly owned		NAICS 734910

OVERALL BUSINESS RISK

Dun & Bradstreet thinks...



Very High Risk: Based on the predicted risk of non-payment in the next 12 months

High Risk: Based on the predicted risk of non-payment in the next 12 months

Medium Risk: Based on the predicted risk of non-payment in the next 12 months

Very High Potential For Growth: Based on the predicted risk of non-payment in the next 12 months

High Potential For Growth: Based on the predicted risk of non-payment in the next 12 months

Medium Potential For Growth: Based on the predicted risk of non-payment in the next 12 months



# State of New Hampshire: 54 RVD

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

159 mlc

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-3059

May 12, 2021

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

## REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to exercise a contract amendment with FDS Holdings, Inc. of Brookfield, WI, (Vendor No. 344407) for merchant card processing services. The original contract was approved by Governor and Executive Council on September 18, 2013, item #27E, as amended by the first amendment on August 5, 2014, Item #105, the second amendment on December 15, 2015, Item #104, the third amendment on June 6, 2018, Item #174, and the fourth amendment on May 1, 2019, Item #79. This Fifth Amendment is requesting a contract extension that will be effective upon Governor and Executive Council approval through June 30, 2022. The price limitation remains the same, at \$25,000,000.00. All other provisions of the Agreement, approved by the Governor and Executive Council shall remain in full force and effect.

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

On September 18, 2013, item #27E, Governor and Executive Council approved a contract with Banc of America Merchant Services, LLC ("BAMS") and Bank of America, N.A. ("Bank") of Jamaica Plain, MA, for merchant card processing services, amended by the first amendment on August 5, 2014 item #105, the second amendment on December 15, 2015 item #104, the third amendment on June 6, 2018, item #174, and the fourth amendment on May 1, 2019, Item #79. This Fifth Amendment request is being submitted in order to allow additional time for eleven (11) entities to transition their processing cardholder environments to Statewide Contract 8002054 with JPMorgan Chase d/b/o

Paymentech LLC. Consolidating all agencies onto one (1) Contract. This transition will provide a streamlined and consistent interface when utilizing merchant card processing services throughout the State Agencies. Additionally, utilization of the JPMorgan Chase contract will allow for reoccurring payments, convenience fees, and e-check utilization.

The remaining environments are:

1. Administrative Office of the Courts
2. DAS – Bureau of Education and Training
3. Department of Education
4. Department of Environmental Services
5. Department of Health and Human Services – Multiple Offender Program
6. Department of Health and Human Services – Food Protection Program
7. Department of Natural and Cultural Resources – Hampton Beach and Cannon Mountain
8. Department of Safety
9. Fish and Game Department
10. Lottery Commission
11. Secretary of State

Based on the foregoing, I am respectfully recommending approval of the contract amendment with FDS Holdings, Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

**FIFTH AMENDMENT TO THE CONTRACT BETWEEN  
FDS HOLDINGS, INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR MERCHANT CARD PROCESSING SERVICES  
CONTRACT # 8001462**

This Fifth Amendment (hereinafter referred to as the "Amendment"), dated this 27th day of April, 2021, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and FDS Holdings, Inc. (hereinafter referred to as "the Contractor") for Merchant Card Processing Services.

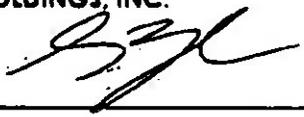
WHEREAS, pursuant to an agreement effective September 18, 2013, Item #27E, as amended by the First Amendment on August 5, 2014 (Item #105), the Second Amendment on December 15, 2015 (Item #104), the Third Amendment on May 9, 2018, (Item #174), and Fourth Amendment on May 1, 2019 (Item #79), set to expire June 30, 2021, (hereinafter referred to as "the Agreement") to perform certain services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties.

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, Item 1.7 Completion Date and substitute the following:  
1.7 June 30, 2022
2. All other provisions of the Agreement, approved on September 18, 2013, Item #27E, as amended by the First Amendment on August 5, 2014 (Item #105), the Second Amendment on December 15, 2015 (Item #104), the Third Amendment on May 9, 2018, (Item #174), and Fourth Amendment on May 1, 2019 (Item #79), by the Governor and Executive Council remain in full force and effect.

FDS HOLDINGS, INC.

By: 

Shane McCullough  
(Print Name)

Title: Authorized Signer

Date: 4/27/2021

STATE OF NEW HAMPSHIRE

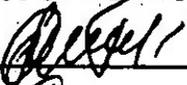
By: 

Charles M. Arfinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 5-19-21

OFFICE OF THE ATTORNEY GENERAL

By:   
Takyuha Rakhmurova  
(Print Name)

Title: Attorney

Date: 5/20/21

The foregoing contract was approved by  
the Governor and Council of New  
Hampshire on

\_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that FDS HOLDINGS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on April 16, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and it is in good standing as far as this office is concerned.

Business ID: 868789

Certificate Number: 0001365100



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of May A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

CERTIFICATE OF SECRETARY

The undersigned, being the Secretary of JV Wind Down, LLC, formerly known as Banc of America Merchant Services, LLC, a Delaware limited liability company (the "Company"), does hereby certify as follows:

- A) Tim Tynan is an authorized signatory of the Company.
- B) Tim Tynan has the authority to negotiate and execute contracts on behalf of the Company.

Dated: 01/14/2021

JV Wind Down, LLC

By: JoAnn P. Carlton  
JoAnn P. Carlton  
Secretary

State of Wisconsin  
County of Milwaukee

This instrument was acknowledged before me by means of an interactive two-way audio and video communication by JoAnn Carlton on this 14<sup>th</sup> day of January, 2021. This notarial act was an online notarization.

Beth J. Krause, Notary  
Commission Expires: January 8, 2025

Beth J. Krause

Beth J. Krause  
Notary Public - State of Wisconsin  
My Commission Expires Jan 08, 2025  
Date: \_\_\_\_\_

BA-DC-200-8064-75-46C-1-1-2021-12-15-10-4-20 - Remote Notary



**CERTIFICATE OF ASSISTANT SECRETARY**

The undersigned, being the Assistant Secretary of FDS Holdings, Inc., a Delaware Corporation (the "Company"), does hereby certify as follows:

- A) John Rubineti is an authorized signatory of the Company.
- B) John Rubineti has the authority to negotiate and execute contracts on behalf of the Company.

Dated:

**FDS HOLDINGS, INC.**

By Jennifer Tegels  
Assistant Secretary

State of Georgia  
County of Gwinnett

This instrument was acknowledged before me on 1/22/2021 by Jennifer Tegels

Melissa A. Willey

Notary Public



**CERTIFICATE OF ASSISTANT SECRETARY**

The undersigned, being the Assistant Secretary of FDS Holdings, Inc., LLC, a Delaware Corporation (the "Company"), does hereby certify as follows:

- A) On April 27, 2021, Shane McCullough was an authorized signatory of the Company.
- B) On April 27, 2021, Shane McCullough had the authority to execute contracts on behalf of the Company.

Dated this 10<sup>th</sup> day of May, 2021.

**FDS HOLDINGS, INC.**

DocuSigned by:  
*Jennifer Tegels*  
By: \_\_\_\_\_  
Jennifer Tegels  
Assistant Secretary



## State of NH FDS Assignment 01.13.21 CIn V2.docx

DocVerify ID: 823D900D-600E-4307-AB03-A86AB9FCA04D  
Created: January 14, 2021 08:53:26 -8:00  
Pages: 2  
Remote Notary: Yes / State: WI

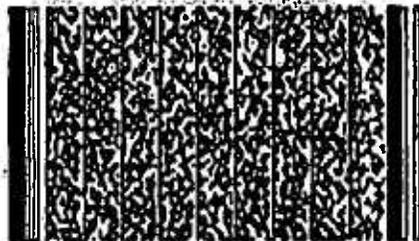
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### E-Signature Summary

Signer 1: Timothy J. Tynen (TJT)  
January 14, 2021 09:12:04 -8:00 [125162895F2C] [87.247.119.115]  
Tim.Tynen@bankofamerica.com (Personally Known)

E-Signature Notary: Beth Krause (BJK)  
January 14, 2021 08:12:04 -8:00 [3AD8515C7A87] [199.247.45.2]  
beth.krause@fserv.com  
I, Beth Krause, did witness the participants named above electronically sign this document.



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Additional Coverage Information

Coverage	Carrier	Policy Number	Limit	Effective Dates
Crime	Zurich American Insurance Company (Zurich)	FD578143107	\$5,000,000 Per Occurrence	7/1/2020 - 7/1/2021
E&OC/Cyber	Columbia Casualty Company (CNA)	425578647	\$5,000,000 Per Claim / Aggregate	

Workers Compensation / Employers Liability

Policy Number	States Covered	Insuring Company	Policy Limits/Effective Dates
WC 48425935	AOS	New Hampshire Insurance Company (AIG)	7/1/2020 - 7/1/2021  See Accord 25 for applicable limits.
WC 48425936	CA	American Home Assurance Company	
WC 48425938	MA,ND,OH,WA,WI,WY	Ins. Co of State of PA(AIG)	
WC 48425937	FL	Illinois National Ins. Co. (AIG)	

2/20



State of NH FDS Assignment 01:13.21 Cln V2.docx

DocVerify ID: 0E6A0097-E916-42E5-B093-00DB1DF5953A  
Created: January 19, 2021 13:31:14 -8:00  
Pages: 2  
Remote Notary: Yes / State: WI

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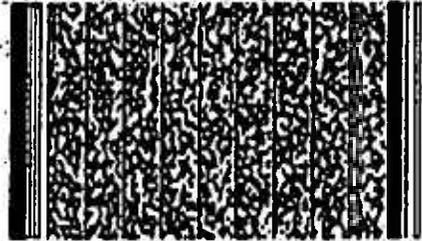
Go to [www.docverify.com](http://www.docverify.com) at any time to verify or validate the authenticity and integrity of this or any other DocVerify VeriVaulted document.

E-Signature Summary

Signer 1: John F Rubineti III (JFR)  
January 20, 2021 05:34:42 -8:00 [212FA83C056D] [ 188.148.145.13]  
john.rubineti@fbserv.com (Personally Known)

E-Signature Notary: Beth Krause (BJK)  
January 20, 2021 05:34:42 -8:00 [70CB46CC0763] [ 188.247.45.11]  
beth.krause@fbserv.com

I, Beth Krause, did witness the participants named above electronically sign this document.



DocVerify documents cannot be altered or tampered with in any way once they are protected by the DocVerify VeriVault System. Best viewed with Adobe Reader or Adobe Acrobat. All visible electronic signatures contained in this document are symbolic representations of the persons signature, and not intended to be an accurate depiction of the persons actual signature as defined by various Acts and/or Laws.

**JV WIND DOWN, LLC F/K/A BANC OF AMERICA MERCHANT SERVICES, LLC**

By: \_\_\_\_\_

(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

On the \_\_\_\_\_ day of \_\_\_\_\_

There appeared before me, the state and county  
foresaid a person who satisfactorily identified  
himself as:

And acknowledge that he executed this  
document indicated above.

In witness thereof, I hereunto set my hand and  
official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires:

\_\_\_\_\_  
(Date)

**FDS HOLDINGS, INC.**

By: John F. Rubineti III

John Rubineti III

Title: SVP/GM Commercial Middle Market  
Segment

Date: January 20, 2021

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

State of Wisconsin  
County of Milwaukee

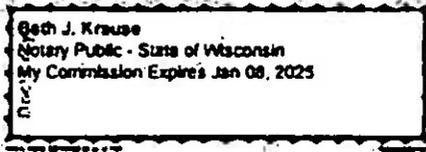
On the 20<sup>th</sup> day of January, 2021,  
there appeared before me, the state and county  
foresaid a person who satisfactorily identified  
himself as John Rubineti III and acknowledge  
that he executed this document indicated above.

In witness thereof, I hereunto set my hand and  
official seal.

Beth J. Krause

Beth J. Krause, Notary Public.

My commission expires:  
January 8, 2025



19 8-0027-819-275 808-370111012131 ... 2021-01-16 13:31:14 -0000 - Bureau Notary



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2021

DATE (MM/DD/YYYY)  
2/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (MO, HO, EXT)	FAX (MO, EXT)
INSURED 1383133 FISERV, INC. ITS SUBSIDIARIES AND DIVISIONS 255 FISERV DRIVE BROOKFIELD WI 53008-0979	INSURER(S) AFFORDING COVERAGE:	
	INSURER A: National Union Fire Ins Co Pitts PA	19445
	INSURER B: Insurance Company of the State of PA	19429
	INSURER C: Market American Insurance Company	28932
	INSURER D: *** SEE ATTACHMENT ***	
	INSURER E:	

COVERAGES: FISER01 CERTIFICATE NUMBER: 17385532 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

USER ID	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. EXT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	N N	1947025	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any and person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> OTHER AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N N	1722397	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (EA OCCUR) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX TOTAL \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000	N N	MKLM6MM70000220	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 TOTAL \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPERTY OR PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in PA) IF YES, describe under DESCRIPTION OF OPERATIONS below	Y/N N	SEE ATTACHED	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	CRIME / E&O / CYBER	N N	SEE ATTACHED	7/1/2020	7/1/2021	SEE ATTACHED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
CRIME COVERAGE: CARRIER WILL PAY FOR LOSS OR DAMAGE TO MONEY SECURITIES & OTHER PROPERTY SUSTAINED BY THE NAMED INSURED'S CLIENT RESULTING DIRECTLY FROM THEFT COMMITTED BY AN IDENTIFIED EMPLOYEE ACTING ALONE OR IN COLLUSION WITH OTHER PERSONS. LIMITS \$5,000,000 EACH LOSS. EMPLOYEE DISHONESTY/THEFT.

CERTIFICATE HOLDER 17385532 State of New Hampshire Department of Administrative Services 25 Capitol Street, Room 108 Concord NH 03301	CANCELLATION Sec Attachment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Joseph M. Amell</i>
--	--

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# CERTIFICATE OF LIABILITY INSURANCE

7/1/2021

DATE (MM/DD/YYYY)  
4/2/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (INC. OR EXT.)	FAX (INC. OR EXT.)
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Ins Co Pitts. PA.		19445
INSURER B: Insurance Company of the State of PA		19429
INSURER C: Market American Insurance Company		28932
INSURER D: *** SEE ATTACHMENT ***		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 17385532 REVISION NUMBER: XXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

REF. NO.	TYPE OF INSURANCE	ADD. RISK	SUBR. RISK	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	1947025	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	N	N	1722397	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	MKML6MM70000220	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N/A	SEE ATTACHED	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. ER. E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	CRIME / E&O / CYBER	N	N	SEE ATTACHED	7/1/2020	7/1/2021	SEE ATTACHED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERMS REFERENCED.  
 CRIME COVERAGE: CARRIER WILL PAY FOR LOSS OR DAMAGE TO MONEY SECURITIES & OTHER PROPERTY SUSTAINED BY THE NAMED INSURED'S CLIENT RESULTING DIRECTLY FROM THEFT COMMITTED BY AN IDENTIFIED EMPLOYEE ACTING ALONE OR IN COLLUSION WITH OTHER PERSONS. LIMITS \$5,000,000 EACH LOSS. EMPLOYEE DISHONESTY/THEFT. ADDITIONAL NAMED INSURED: FDS HOLDINGS INC. CRIME COVERAGE: CARRIER WILL PAY FOR LOSS OR DAMAGE TO MONEY SECURITIES & OTHER PROPERTY SUSTAINED BY THE NAMED INSURED'S CLIENT RESULTING DIRECTLY FROM THEFT COMMITTED BY AN IDENTIFIED EMPLOYEE ACTING ALONE OR IN COLLUSION WITH OTHER PERSONS. LIMITS \$5,000,000 EACH LOSS. EMPLOYEE DISHONESTY/THEFT.

CERTIFICATE HOLDER 17385532 State of New Hampshire Department of Administrative Services 25 Capitol Street, Room 10R Concord NH 03301	CANCELLATION See Attachment  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Joseph M. Amello</i>
--	---

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**Additional Coverage Information**

Coverage	Carrier	Policy Number	Limit	Effective Dates
Crime	Zurich American Insurance Company (Zurich)	FID576143107	\$5,000,000 Per Occurrence	7/1/2020 - 7/1/2021
E&O/Cyber	Columbia Casualty Company (CNA)	425578547	\$5,000,000 Per Claim / Aggregate	

**Workers Compensation / Employers Liability**

Policy Number	State Covered	Issuing Company	Policy Effective Date/Limit
WC 48425935	AOS	New Hampshire Insurance Company (AIG)	7/1/2020 - 7/1/2021  See Acord 25 for applicable limits
WC 48425936	CA	American Home Assurance Company	
WC 48425938	MA,ND,OH,WA,WI,WY	Ins. Co of State of PA(AIG)	
WC 48425937	FL	Illinois National Ins. Co. (AIG)	

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: 02/24/2021

CONTRACT FOR: Merchant Card Processing Services

CONTRACT #: 8001462

NIGP CODE: 946-3500

CONTRACTOR: FDS Holdings, Inc.

VENDOR CODE #: 344407

SUBMITTED FOR ACCEPTANCE BY:

**Ryan Aubert** Digitally signed by Ryan Aubert  
Date: 2021.02.24 10:41:02 -05'00'

PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

RECOMMENDED FOR ACCEPTANCE BY:

**Paul A. Rhodes** Digitally signed by Paul A. Rhodes  
Date: 2021.02.26 11:38:34 -05'00'

PURCHASING MANAGER/ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY

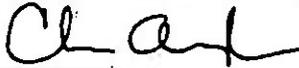
APPROVED FOR ACCEPTANCE BY:



Digitally signed by Gary S. Lunetta  
DN: cn=Gary S. Lunetta, o=Department of Administrative  
Services, ou=Department of Procurement & Support Services,  
email=Gary.Lunetta@state.nh.us, c=US  
Date: 2021.02.26 11:21:29 -05'00'

GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW  
HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 3-1-21

### BID APPROVAL REQUEST SUMMARY

THIS BID APPROVAL REQUEST SUMMARY IS FOR INTERNAL DEPARTMENT OF ADMINISTRATIVE SERVICES REVIEW AND IS NOT A CONTRACT DOCUMENT. THIS DOCUMENT SHOULD NOT BE POSTED PUBLICLY AS PART OF THE CONTRACT PROCESS.

<b>RFP/RFB #</b> N/A	
<b>Contract Description Type:</b> Merchant Card Processing Services	
<b>Bid Closing Date:</b> N/A	
<b>Commodity Code:</b> 948-3500	
<b>Term of New Contract:</b> 6/30/21	
<b>Number of Solicitations Received:</b>	
<b>Number of Sourced Bidders:</b>	
<b>Number of Bid Declines &amp; Reasons and/or Non-Compliant &amp; Reason:</b>	
<b>Requisitioning Agency or Statewide Contract:</b>	
<b>Recommended "Low Price, Technically Compliant" Vendor:</b>	
<b>Low Price:</b>	
<b>Expiring Contract Price:</b> (Includes LBI & P-Card)	
<b>Next Apparent "Low Price, Technically Compliant" Vendor Name &amp; Price:</b>	
<b>Annualized Cost Savings Actual vs. Prior Contract:</b>	
<b>Annualized % Cost Savings Actual vs. Prior Contract:</b>	
<b>Term of Contract Anticipated Total Cost Savings:</b>	
<b>Confirmed not on State or Federal Debarred Parties List:</b>	
<b>Contract Audit Performed/Utilized</b> <input type="checkbox"/> Yes / No <input checked="" type="checkbox"/>	
<b>Terms of Payment:</b> Net 30 - ACH or PCARD	
<b>Pertinent Scope Changes from Previous Bid and/or NOTES &amp; JUSTIFICATION/RECOMMENDATION:</b>	
Assignment and Assumption document.	

**Assignment and Assumption Agreement  
Contract # 8001462 with BANC OF AMERICA MERCHANT SERVICES**

This Assignment and Assumption Agreement ("Assignment") is made as of this 1st day of July, 2020 (the "Effective Date"), by and among FDS Holdings, Inc. ("Assignee") and JV Wind Down, LLC, formerly known as Banc of America Merchant Services, LLC ("Assignor").

**RECITALS**

WHEREAS, the State of New Hampshire and the Assignor entered into an agreement (the "Agreement") for Merchant Card Processing Services on September 18, 2013, with Agreement set to expire June 30, 2021; and

WHEREAS, as of the Effective Date, Assignor desires to transfer all of its interest, rights and obligations in and to the Agreement to Assignee and Assignee desires to assume all obligations of Assignor under the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Assignment of Agreement**

1. As of the Effective Date, Assignor HEREBY ASSIGNS AND TRANSFERS unto Assignee, all of Assignor's interest, rights and obligations in and to the Agreement to Assignor.
2. Assignee hereby unconditionally assumes and agrees to perform any and all of the obligations and liabilities of Assignor under the Agreement accruing from and after the Effective Date.
3. As of the Effective Date, all references to Assignor as used in the Agreement shall refer to Assignee.
4. Except as modified by this Assignment, the Agreement shall remain in force and effect in accordance with its terms.

LEGO045930

Page 1 of 2

Contractor Initials: TT  
Date: 1/14/2021



JV WIND DOWN, LLC F/K/A BANC OF AMERICA MERCHANT SERVICES, LLC

By: [Signature]  
Tim Tynan

Title: CEO

Date: January 14, 2021

NOTARY PUBLIC/JUSTICE OF THE PEACE

State of Wisconsin  
County of Milwaukee

On the 14<sup>th</sup> day of January, 2021,  
There appeared before me, the state and county, foresaid a person who satisfactorily identified himself as Tim Tynan and acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

[Signature]

Beth Krause, Notary Public

My commission expires: January 8, 2025

Beth J. Krause  
Notary Public - State of Wisconsin  
My Commission Expires Jan 08, 2025

FDS HOLDINGS, INC.

By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the \_\_\_\_ day of \_\_\_\_\_  
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

(Notary Public/Justice of the Peace),

My commission expires:

(Date)

CL201901-900E-001-6033-16818PC0000 -- 2021.01.14 09:53:28 4 00 -- Remote Notary

Contractor Initials: TT  
Date: 1/14/2021



**Assignment and Assumption Agreement  
Contract # 8001462 with BANC OF AMERICA MERCHANT SERVICES**

This Assignment and Assumption Agreement ("Assignment") is made as of this 1st day of July, 2020 (the "Effective Date"), by and among FDS Holdings, Inc. ("Assignee") and JV Wind Down, LLC, formerly known as Banc of America Merchant Services, LLC ("Assignor").

**RECITALS**

WHEREAS, the State of New Hampshire and the Assignor entered into an agreement (the "Agreement") for Merchant Card Processing Services on September 18, 2013, with Agreement set to expire June 30, 2021; and

WHEREAS, as of the Effective Date, Assignor desires to transfer all of its interest, rights and obligations in and to the Agreement to Assignee and Assignee desires to assume all obligations of Assignor under the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Assignment of Agreement**

1. As of the Effective Date, Assignor HEREBY ASSIGNS AND TRANSFERS unto Assignee, all of Assignor's interest, rights and obligations in and to the Agreement to Assignor.
2. Assignee hereby unconditionally assumes and agrees to perform any and all of the obligations and liabilities of Assignor under the Agreement accruing from and after the Effective Date.
3. As of the Effective Date, all references to Assignor as used in the Agreement shall refer to Assignee.
4. Except as modified by this Assignment, the Agreement shall remain in force and effect in accordance with its terms.

LEGO045930

Page 1 of 2

Contractor Initials: JR  
Date: 1/20/2021

docVerify



**BAMS Secretary Certificate 01.13.21.docx**

DocVerify ID: BA4DCCDD-60A0-430F-96C3-01A2DBFA4F5D  
Created: January 13, 2021 13:51:05 -8:00  
Pages: 1  
Remote Notary: Yes / State: WI

This document is a DocVerify VeriVaulted protected version of the document named above. It was created by a notary or on the behalf of a notary, and it is also a DocVerify E-Sign document, which means this document was created for the purposes of Electronic Signatures and/or Electronic Notary. Tampered or altered documents can be easily verified and validated with the DocVerify veriCheck system. This remote online notarization involved the use of communication technology.

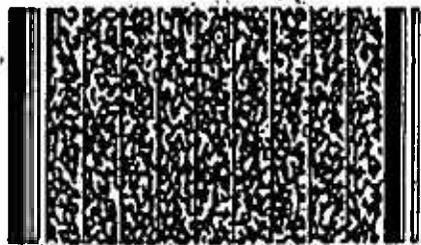
Go to [www.docverify.com](http://www.docverify.com) at any time to verify or validate the authenticity and integrity of this or any other DocVerify VeriVaulted document.

**E-Signature Summary**

Signer 1: JoAnn P Carlton (JPC)  
January 14, 2021 07:46:54 -8:00 [C47080159E02] [ 188.148.145.22]  
JoAnn.Carlton@bankofamericamerchant.com (Personally Known)

E-Signature Notary: Beth Kreuss (BJK)  
January 14, 2021 07:46:54 -8:00 [98B0EE6FE4D0] [ 199.247.45.2]  
beth.kreuss@fserv.com

I, Beth Kreuss, did witness the participants named above electronically sign this document.



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79 MLC

State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301

Charles M. Aringhaus  
Commissioner  
(603)-271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603)-271-3204

Catherine A. Keane  
Deputy Commissioner  
(603)-271-2039

January 23, 2019

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services, Bureau of Purchase and Property, to exercise a contract amendment with Banc of America Merchant Services, LLC ("BAMS") and Bank of America, N.A. ("Bank") of Jamaica Plain, MA, (Vendor No. 177856) for merchant card processing services. The original contract was approved by Governor and Executive Council on September 18, 2013, item #27E, as amended by the first amendment on August 5, 2014 Item #105, the second amendment on December 15, 2015 Item #104, and the third amendment on June 6, 2018, Item #174. This fourth amendment contract extension is effective upon Governor and Council approval through June 30, 2021 and replaces table 3(a) of the Fee Schedule ("Schedule A"), Equipment Costs and Terminals with the attached. All other provisions of the Agreement, approved by the Governor and Executive Council shall remain in full force and effect.

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**

On September 18, 2013, item #27E, Governor and Executive Council approved a contract with Banc of America Merchant Services, LLC ("BAMS") and Bank of America, N.A. ("Bank") of Jamaica Plain, MA, for merchant card processing services, amended by the first amendment on August 5, 2014 item #105, the second amendment on December 15, 2015 item #104, and the third amendment on June 6, 2018, item #174. This fourth amendment request is being submitted in order to allow adequate time for eighteen (18) agencies to transition their 269 processing cardholder environments to Statewide Contract 8002054 with JPMorgan Chase d/b/o Paymentech LLC. Consolidating all agencies onto one (1) Contract will allow the State to experience a per transaction cost decrease of \$0.0025. This transition will provide a streamlined and consistent interface when utilizing merchant card processing services throughout the State Agencies. Additionally, utilization of the JPMorgan Chase contract will allow for reoccurring payments, convenience fees, and e-check utilization.

This request to replace Table 3(a) within Fee Structure ("Schedule A"), Equipment Costs, Terminals, is the result of industry technological advancements which prevent direct replacement of current equipment.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
January 23, 2019  
Page 2 of 2

Based on the foregoing, I am respectfully recommending approval of the contract amendment with Banc of America Merchant Card Services, LLC and Bank of America, N.A.

Respectfully submitted,



Charles M. Aringhaus  
Commissioner

**FOURTH AMENDMENT TO THE CONTRACT  
 BETWEEN BANC OF AMERICA MERCHANT SERVICES, LLC  
 AND  
 THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
 FOR MERCHANT CARD PROCESSING SERVICES  
 CONTRACT # 8001462**

This Fourth Amendment (hereinafter referred to as the "Amendment"), dated this 4 day of April 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Banc of America Merchant Services, LLC ("BAMS") and Bank of America, N.A. ("BANK") (hereinafter BAMS and BANK collectively referred to as "the Contractor") to amend and supplement a certain Statewide Contract for Credit Card Processing Services Contract effective September 18, 2013, Item #27E, as amended by the first amendment on August 5, 2014 (Item #105), the second amendment on December 15, 2015 (Item #104), and the third amendment on May 9, 2018 and set to expire June 30, 2019 (hereinafter collectively referred to as "the Agreement").

WHEREAS, pursuant to the Agreement, the Contractor agreed to perform certain Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, Item 1.7 Completion Date and substitute the following:  
 1.7 June 30, 2021
2. Delete the table located in Item 3(A) of the Fee Schedule ("Schedule A"), Equipment Costs, Terminals and substitute the following table:

Terminal	Price
FD130	\$499.00 per terminal
FD35 PIN Pad	\$199.00 per terminal
FD410 (wireless)	\$766.00 per terminal
Wireless fee	\$15.00 per month, per terminal

3. Add to Form Number P-37, Item 1.3 Contractor Name the following:  
 1.3 Bank of America, N.A. ("BANK")
4. All other provisions of the Agreement, approved by the Governor and Executive Council shall remain in full force and effect.

BANC OF AMERICA MERCHANT SERVICES, LLC  
AND BANK OF AMERICA, N.A. (pursuant to a  
limited power of attorney)

By: *Edward F. Sykes*  
Edward F. Sykes  
(Print Name)

Title: Senior Vice President

Date: 04/04/2019

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 4 day of April, 2019  
There appeared before me, the state and  
county foresaid a person who satisfactorily  
identified himself as

Edward F. Sykes

And acknowledge that he executed this  
document indicated above.

In witness thereof, I hereunto set my hand  
and official seal.

*Teresa M. Summerville*  
(Notary Public/Justice of the Peace)

My commission expires:  
December 18, 2021  
(Date)

TERESA M. SUMMERVILLE  
NOTARY PUBLIC  
Mecklenburg County - North Carolina

STATE OF NEW HAMPSHIRE

By: *Charles M. Aringhaus*  
Charles M. Aringhaus  
(Print Name)

Title: Commissioner,  
Department of Administrative Services

Date: 4-11-19

OFFICE OF THE ATTORNEY GENERAL

By: *Diana M. Manta*  
Diana M. Manta  
(Print Name)

Title: Assoc. AG

Date: 4/16/19

The foregoing contract was approved by the  
Governor and Council of New Hampshire on

Signed: \_\_\_\_\_  
Diana M. Manta  
(Print Name)

Title: \_\_\_\_\_

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BANC OF AMERICA  
MERCHANT SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on  
March 17, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is  
in good standing as far as this office is concerned.

Business ID: 766541

Certificate Number: 0004079602



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

**Bank of America Merchant Services, LLC**

**Secretary's Certificate**

I, JoAnn Carlton, Secretary of Bank of America Merchant Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("BAMS"), do hereby certify as follows:

The Senior Vice President of Large Corporate Sales is duly authorized to execute and deliver contracts and other instruments on behalf of BAMS as he deems necessary or desirable subject, at all times, to the applicable policies of BAMS and other limitations on its officers' authority. BAMS is also an authorized signor for Bank of America, N.A. pursuant to a limited power of attorney.

The following person is a duly elected, qualified, and acting Senior Vice President of Large Corporate Sales for BAMS. He is now serving in such capacity, and his signature as set forth below is genuine.

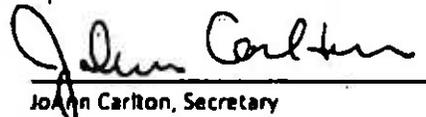
Name

Signature

Edward F. Sykes, SVP



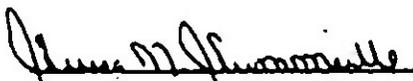
IN WITNESS WHEREOF, I have signed this Secretary's Certificate on April 4, 2019

  
JoAnn Carlton, Secretary

State of North Carolina )

County of Mecklenburg )

This instrument was acknowledged before me on April 4, 2019, by JoAnn Carlton.

  
Teresa Summerville, Notary Public

TERESA M. SUMMERVILLE  
NOTARY PUBLIC  
Mecklenburg County - North Carolina



# CERTIFICATE OF LIABILITY INSURANCE

CA 78 (08/01/11)  
12/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willa Ina Serv of Atlanta Inc 5 Concourse Plwy NE 18th Floor Atlanta GA 30328	CONTACT Name: Ashley Griego Phone: 404-224-5000 Fax: 404-224-5001 Email: ashley.griego@willainsurance.com
INSURED: Bank of America Merchant Services, LLC 5565 Glenridge Connector NE, GM-13 Atlanta, GA 30342-1335	PRODUCER: Safely National Casualty Corporation 19105
	PRODUCER: Everest National Insurance Company
	PRODUCER: 
	PRODUCER: 
	PRODUCER: 

COVERAGES      CERTIFICATE NUMBER: 1649072001      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS	TYPE OF INSURANCE	POLICY PERIOD	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC		04488148	11/28/18	11/28/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (ANY PERIOD) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (PER PERSON) \$ 1,000,000 BODILY INJURY (PER OCCURRENCE) \$ 1,000,000 PROPERTY DAMAGE (PER OCCURRENCE) \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COV <input checked="" type="checkbox"/> RETENTION \$ 10,000		AC000028-181	11/28/18	11/28/19	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYER LIABILITY ANY PROPRIETOR/PARTNER/SELF-EMPLOYEE OFFICER/DIRECTOR EXCLUDED Primary in this policy. Available under the PROVISION OF OPERATIONS ENDORSEMENT.		N/A			WC STATE - 1 YEAR \$ 1,000,000 LTD BENEFIT \$ 1,000,000 EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required).  
First Data Services LLC is explicitly included as a named insured in the above referenced insurance policy.

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Administrative Services 25 Capital Street, Room 120 Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Justin Ryle</i>

MAY 17 '18 Ph 1:50 DBS

174 mc



State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301

CHARLES M. ARLINGHAUS  
Commissioner  
(603)-271-3201

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603)-271-3204

May 11, 2018

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

**REQUESTED ACTION**

Authorize the Department of Administrative Services to enter into a third amendment to the contract with Banc of America Merchant Services, LLC of Jamaica Plain, MA (VC # 177856) for Merchant Card Processing Services originally approved by Governor and Executive Council on September 18, 2013, item #27E, and amended by the first amendment on August 5, 2014, item #105, and amended by the second amendment on December 16, 2015, item #104, by extending the expiration date from June 30, 2018 to June 30, 2019, with all other terms and conditions remaining the same, effective upon Governor and Council approval.

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

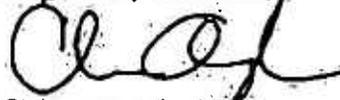
**EXPLANATION**

This request is being submitted in order to give the State time to issue a new Request for Proposal to potentially have a single contractor for merchant card services. There are eighteen (18) agencies utilizing the contract with Banc of America Merchant Services with 369 processing cardholder environments. Additionally, the NH Liquor Commission (NHLC) utilizes the contract through JP Morgan Chase Bank Na Dbo Paymentech LLC for merchant card services due to the limitations of Banc of America's platform in processing the current NHLC gift card program. NHLC requires additional time to move the gift card program to a standalone process. There is also not enough time to convert the 369 environments over to the Paymentech solution. By extending this agreement with Banc of America Merchant Services the State will have enough time to convert NHLC to a standalone gift card program, issue and evaluate a new Request for Proposal, and convert the remaining agencies to the future awarded contract for a single merchant card processing solution.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
May 11, 2018  
Page 2 of 2

Based on the foregoing, I am respectfully recommending approval of the Third Amendment to the Banc of America Merchant Services contract.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner

**THIRD AMENDMENT TO THE CONTRACT  
BETWEEN BANC OF AMERICA MERCHANT SERVICES, LLC  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR MERCHANT CARD PROCESSING SERVICES  
CONTRACT # 8001462**

This Third Amendment (hereinafter referred to as the "Amendment"), dated this 9 day of May, 2018, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Banc of America Merchant Services, LLC (hereinafter referred to as "the Contractor") for Merchant Card Processing Services.

WHEREAS, pursuant to an agreement effective September 18, 2013, item #27E, and amended by the first amendment on August 5, 2014, item #105, and amended by the second amendment on December 16, 2015, item #104, and set to expire June 30, 2018, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain merchant card processing services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:  
1.7 June 30, 2019
2. All other provisions of the Agreement, approved by the Governor and Executive Council on September 18, 2013, shall remain in full force and effect.

BANC OF AMERICA MERCHANT SERVICES, LLC

By: Edward F. Sykes  
Edward F. Sykes  
(Print Name)

Title: SVP

Date: 5/9/18

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 9th day of May 2018  
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

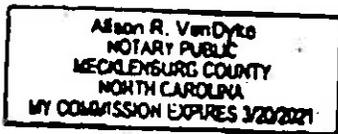
Edward F. Sykes

And acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.

ARV [Signature]  
(Notary Public/Justice of the Peace)

My commission expires:  
3/20/21  
(Date)



STATE OF NEW HAMPSHIRE

By: [Signature]  
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: 5/11/18

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
Nancy J. Smith  
(Print Name)

Title: Sr. Assistant Attorney General

Date: 5/17/2018

The foregoing contract was approved by the Governor and Council of New Hampshire on

Signed: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)  
Title: \_\_\_\_\_

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BANC OF AMERICA MERCHANT SERVICES, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 17, 2017. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 766541

Certificate Number: 0004079602



IN TESTIMONY WHEREOF,

I hereunto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 11th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

Banc of America Merchant Services, LLC

Secretary's Certificate

I, JoAnn Carlton, Secretary of Banc of America Merchant Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("BAMS"), do hereby certify as follows:

The Senior Vice President of Large Corporate Sales is duly authorized to execute and deliver contracts and other instruments on behalf of BAMS, as he deems necessary or desirable subject, at all times, to the applicable policies of BAMS and other limitations on its officers' authority.

The following person is a duly elected, qualified, and acting Senior Vice President of Large Corporate Sales for BAMS. He is now serving in such capacity, and his signature as set forth below is genuine.

Name

Signature

Edward F. Sykes, SVP

Edward F. Sykes, SVP

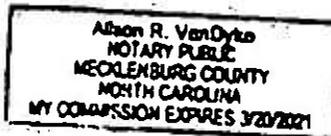
IN WITNESS WHEREOF, I have signed this Secretary's Certificate on May 9, 2018

JoAnn Carlton  
JoAnn Carlton, Secretary

State of North Carolina )  
County of Mecklenburg )

This instrument was acknowledged before me on May 9, 2018, by JoAnn Carlton.

Alison R. VanDyke  
Alison R. VanDyke, Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE REVISED  
12/7/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis Twp Serv of Atlanta Inc 5 Concourse Place NE 16th Floor Atlanta GA 30326	<b>CONTACT NAME:</b> Ashley Myers <b>PHONE:</b> 404-724-5000 <b>FAX:</b> 404-724-5001 <b>ADDRESS:</b> Ashley.Myers@willis.com
<b>INSURED</b> Banc of America Merchant Services, LLC 5565 Glenridge Connector NE, GH-13 Atlanta, GA 30342-1335	<b>AGENT(S) APPROVING COVERAGE</b> agent a: Safety National Casualty Corporation 15105 agent b: Continental Insurance Company 35389 agent c: agent d: agent e:

COVERAGES: CERTIFICATE NUMBER: 1824311004 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS	TYPE OF INSURANCE	INDUSTRY	POLICY NUMBER	POLICY EFF	POLICY EFF	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ACC <input type="checkbox"/> LOC	Y	01-488-188	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP INC INC INC \$ 10,000 PERSONAL & ADN INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPROP AGG \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HOUSED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CAV-488783	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ 1,000,000 BODILY INJURY (PR OCCURRENCE) \$ BODILY INJURY (PR OCCURRENCE) \$ PROPERTY DAMAGE (PR OCCURRENCE) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input checked="" type="checkbox"/> RETENTION 1,000	Y	04-884378	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/SELF-EMPLOYEE OFFICER/DIR (INCLUDED) (Mandatory in MD) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A					WC STATE \$ 10M LTDY LMB \$ 1M E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYED \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Schedule, Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b> Banc of America Merchant Services, LLC 5565 Glenridge Connector NE, GH-13 Atlanta GA 30342-1335	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Bruce Ryle</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED (YYYYMMDD)  
04/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Am Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia Pa. 19103 USA	<b>CONTACT</b> NAME TAC Inc Corp (666) 283-7127 FAX No. (800) 363-6185	
	<b>INSURERS AFFORDING COVERAGE</b>	
<b>INSURED</b> First Data Corporation Bank of America Merchant Services 5565 Clearidge Connector, NE Cn-13 Atlanta GA 30347 USA	INSURER A	Indian Harbor Insurance Company 34948
	INSURER B	
	INSURER C	
	INSURER D	
	INSURER E	

COVERAGES      CERTIFICATE NUMBER: 370070894328      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. *Limits shown are as requested*

CLASS	TYPE OF INSURANCE	INSURANCE PERIOD	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PER OCC <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					EACH OCCURRENCE AGGREGATE LIMIT PER POLICY (SEE POLICY) MED EXP (Per Occurrence) PERSONAL & ADV BARNY GENERAL AGGREGATE PRODUCTS - COMPOP AND
	AUTOMOBILE LIABILITY <input type="checkbox"/> AMP AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> RENTED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT BODILY INJURY (Per Occurrence) BODILY INJURY (Per Annual Aggregate) PROPERTY DAMAGE (Per Occurrence)
	UMBRELLA LIABILITY <input type="checkbox"/> EXCESS LIMIT <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE <input type="checkbox"/> PER POLICY <input type="checkbox"/> PER YEAR
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY OCCUPATION / <input type="checkbox"/> EMPLOYER / <input type="checkbox"/> CREATIVE OCCUPATIONS EXCLUDED <small>Excluded in NE</small> <input type="checkbox"/> 9/16 <input type="checkbox"/> 9/16 <small>or description of operations below</small>					<input type="checkbox"/> PER EMPLOYEE <input type="checkbox"/> PER YEAR SA. EACH OCCURRANCE SA. DISEASE-SA EMPLOYEE SA. DISEASE-POLICY LIMIT
*	ISO-Technology		HTP8036426 Class made SIA applies per policy terms & conditions	03/31/2018	03/31/2019	Per Class Aggregate    110,000,000 110,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  First Data Corporation Bank of America Merchant Services 5565 Clearidge Connector, NE Cn-13 Atlanta GA 30347 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
	<i>Am Risk Services Central, Inc</i>



# CERTIFICATE OF LIABILITY INSURANCE

3/31/2019

DATE (mm/dd/yyyy)  
3/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

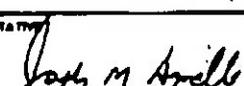
<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT</b> NAME: PHONE NO. EXT: FAX NO. EXT: E-MAIL: ADDRESS:
<b>INSURED</b> 1054591 FIRST DATA CORPORATION BANK OF AMERICA MERCHANT SERVICES 5565 GLENRIDGE CONNECTOR, NE GM-13 Atlanta GA 30342	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Continental Casualty Company      RMC # 20443 INSURER B: INSURER C: INSURER D: INSURER E:

COVERAGES: FIRD01      CERTIFICATE NUMBER: 2883568      REVISION NUMBER: XXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASS / LR	TYPE OF INSURANCE	EXCLUSIONS (Y/N)	POLICY NUMBER	POLICY EFF. DATE (mm/dd/yyyy)	POLICY EXP. DATE (mm/dd/yyyy)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROD. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		NOT APPLICABLE			EACH OCCURRENCE    \$ XXXXXXXX PRODUCTS TO RENTED EQUIPMENT    \$ XXXXXXXX MED EXP (per emp per year)    \$ XXXXXX PERSONAL & ADV INURY    \$ XXXXXXXX GENERAL AGGREGATE    \$ XXXXXXXX PRODUCTS - COMP/OP AGG    \$ XXXXXXXX
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NONOWNED AUTOS ONLY <input type="checkbox"/> AUTO ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (per occurr)    \$ XXXXXXXX BODILY INURY (per person)    \$ XXXXXXXX BODILY INURY (per accident)    \$ XXXXXXXX PROPERTY DAMAGE (per occurr)    \$ XXXXXXXX
	<b>UMBRELLA LMB</b> <input type="checkbox"/> OCCUR <b>EXCESS LMB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> COV <input type="checkbox"/> RETENTION:		NOT APPLICABLE			EACH OCCURRENCE    \$ XXXXXXXX AGGREGATE    \$ XXXXXXXX
	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/DECENTIVE OFF COMPENSER INCLUDED? <input type="checkbox"/> \$ PER EMPLOYEE PER YEAR OF OPERATION:		NOT APPLICABLE			PER STATE    PER YEAR EL EACH ACCIDENT    \$ XXXXXXXX EL DISEASE - EA EMPLOYEE    \$ XXXXXXXX EL DISEASE - POLICY LIMIT    \$ XXXXXXXX
A	CRIME	N	59648831	3/31/2018	3/31/2019	\$15,000,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Attached Remarks Schedule, may be attached if more space is required)  
COVERAGES INCLUDES FIDELITY AND EMPLOYEE DISHONESTY

<b>CERTIFICATE HOLDER</b> 2883568 FOR INFORMATION PURPOSES ONLY	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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10/24/15 PM 3:57:58

104 *Edm*



State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301

VICKI V. QUIRAM  
Commissioner  
(603-271-3201)

JOSEPH B. BOUCHARD  
Assistant Commissioner  
(603-271-3204)

November 6, 2015

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

*RETROACTIVE*

REQUESTED ACTION

Authorize the Department of Administrative Services to retroactively enter into a second amendment to the current contract with Banc of America Merchant Services, LLC ("BAMS") and Bank of America, N.A. ("Bank") of Jamaica Plain, MA. (VC #177856) for Merchant Card Processing Services originally approved by Governor and Executive Council on September 18, 2013, Item #27E, and amended and approved by Governor and Executive Council on August 5, 2014, Item #105. This amendment realigns dates of Conversion Assistance for conversion from the First Data processing platform to the BAMS processing platform ("Second Amendment"), by extending the end date only from November 14, 2014 to March 15, 2016, with all other terms and conditions remaining the same, effective upon Governor and Council approval. Bank of America has agreed to cover the costs of conversion.

EXPLANATION

This request is being submitted retroactively because not all state agencies were able to convert from the previous credit card processor's platform to the Bank of America platform during the timeframe originally planned. Some agencies did not start the conversion process until well into 2015. Some are unable to convert even now, because they are tied to an existing platform utilized by the NH Liquor Commission (NHLC). A Second Amendment is now needed to revise the dates of Conversion Assistance to be November 15, 2014 to March 15, 2016.

At the beginning of the original contract, Bank of America was unable to support the conversion of gift cards requested by NHLC, due to the limitations of BAMS' processing platform. NHLC was unable to convert unless they could continue with their existing gift card program. After these issues were resolved, NHLC imposed strict time constraints on when the

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
November 6, 2015  
Page 2 of 2

conversion could take place at their facilities, based upon NHLC's busy seasons. As the project restarted in early 2014, the NHLC decided to introduce a Premium Gift Card Program rather than the Standard Gift Card Program already in process. This decision caused further delay as work was already underway on the standard program.

There were many starts and stops to this project due to issues with NHLC's antiquated point of sale system. Other issues included a lack of resources, project timeline commitments, and a failed Request for Proposal (RFP) for a new point of sale system. Additionally, NHLC conducted another RFP process this past spring, to select an encryption and tokenization vendor which would allow it to become EMV (Europay, MasterCard and Visa) compliant by the 10/1/15 date required by the major card brands. Lengthy negotiations on that contract, as well as negotiations with their current vendor who is required to work in tandem on the conversion, have caused further delays.

NHLC has committed to begin the process for conversion after the January 1, 2016 holiday, a process that is estimated to take 4-6 weeks. The State of NH and BAMS have agreed the conversion will be completed by March 15, 2016.

Based on the foregoing, I am respectfully recommending approval of the Second Amendment to the Banc of America Merchant Services, LLC contract.

Respectfully submitted,



Vicki Quiram  
Commissioner

State of New Hampshire  
Department of Administrative Services  
Bureau of Purchase and Property  
Statewide Contract for Merchant Card Processing Services

SECOND CONTRACT AGREEMENT

P-37

Subject: Amendment to Merchant Card Processing Services

This Amendment ("Amendment") is made and entered into by and between Banc of America Merchant Services, LLC ("BAMS") and Bank of America, N.A. ("Bank") (collectively, "Servicers") and State of New Hampshire; Department of Administrative Services, Bureau of Purchase and Property, a New Hampshire corporation, having offices located at State House Annex Room 102, 25 Capitol Street, Concord, New Hampshire 03301 ("State") as of this 29 day of October, 2015, to amend and supplement that certain Statewide Contract for Credit Card Processing Services Contract approved by NH Governor and Council on September 18, 2013, Item #27E, and amended and approved by NH Governor and Council on August 5, 2014, Item #105, (the "Agreement").

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Servicers and State do hereby agree as follows:

I. Conversion Assistance. The last sentence of Section 3.3 of Exhibit C - Special Provisions to Form P-37 is hereby deleted and replaced in its entirety with the following:

All AGENCIES participating under this Agreement must begin the Conversion by January 1, 2014 and be completed by March 15, 2016.

II. Agreement Confirmation. Except as otherwise amended hereby, the Agreement is hereby ratified in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized officers, all as of the day and year first written above.

BANC OF AMERICA MERCHANT SERVICES, LLC

By: [Signature]  
Title: SVP  
Date: 10/29/15

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 29th day of October, 2015  
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as  
Ed Hykes

And acknowledges that he executed this document indicated above.

In witness thereof, I hereunto set my hand and seal:

[Signature]  
Notary Public  
Mecklenburg County  
North Carolina  
My Commission Expires 3/5/2018



THE STATE OF NEW HAMPSHIRE

By: [Signature]  
Title: Commissioner, DAS  
Date: 11-13-15

OFFICE OF THE ATTORNEY GENERAL

By: [Signature]  
D. Jill Desrochers  
(Print Name)  
Title: Assistant Attorney General  
Date: 11/24/15

The foregoing contract was approved by Governor and Council of New Hampshire on:

\_\_\_\_\_ 2015

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Banc of America Merchant Services, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on October 13, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6<sup>th</sup> day of October, A.D. 2015

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

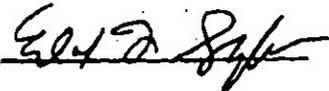
**Bank of America Merchant Services, LLC**

**Secretary's Certificate**

I, JoAnn Carlton, Secretary of Bank of America Merchant Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("BAMS"), do hereby certify as follows:

The Senior Vice President of Large Corporate Sales is duly authorized to execute and deliver contracts and other instruments on behalf of BAMS and its wholly owned subsidiaries First Data Services LLC and BA Merchant Services, LLC, as he deems necessary or desirable subject, at all times, to the applicable policies of BAMS and other limitations on its officers' authority.

The following person is duly elected, qualified and acting Senior Vice President of Large Corporate Sales for BAMS, he is now serving in such capacity, and his signature as set forth below is genuine:

Name	Signature
Edward F. Sykes	

IN WITNESS WHEREOF, I have signed this Secretary's Certificate on September 1, 2015

By:   
JoAnn Carlton, Secretary

---





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in any of such endorsements(s).

<b>PRODUCER</b> WGA Ins Serv of Atlanta Inc 3 Concourse Pkwy NE 18th Floor Atlanta GA 30378	<b>CONTACT</b> Name: Ashley Mullins Phone: (404) 224-5000 Fax: (404) 224-5000 Email: ashley.mullins@wga.com
	<b>INSURER</b> First Data Corporation Attn: Risk Management 3585 Glenridge Connector NE, GH-13 Atlanta GA 30342-1335

COVERAGES CERTIFICATE NUMBER: 217903680 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXP. DATE	UNITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> LOC				EACH OCCURRENCE BODILY INJURY MEDICAL EXPENSES PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMMODITY
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-SCHEDULED AUTOS				BODILY INJURY BODILY INJURY TO PERSONS PROPERTY DAMAGE MEDICAL EXPENSES
<input type="checkbox"/> UMBRELLA LMB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE AGGREGATE
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROFESSIONAL/HEALTHCARE OFFICERS/EMPLOYEES EXCLUDED? <input type="checkbox"/> YES <input type="checkbox"/> NO (Necessary to file in MD, VA, WA, WI)	ACO11852870 (FL) ACO11852871 (GA) ACO11852872 (ME) ACO11852873 (MA, MD, OH, PA, VA, WI) ACO11852874 (AR, AZ, VA)	1/17/2013 1/17/2013 1/17/2013 1/17/2013 1/17/2013	1/17/2018 1/17/2018 1/17/2018 1/17/2018 1/17/2018	A. WE STAFF B. EACH ACCIDENT C. DISEASE - EA EMPLOYEE D. DISEASE - POLICY LIMIT
<b>Workers Compensation and Employer's Liability</b>	ACO11852875 (AL/PA) ACO11852876 (TX) ACO11852877 (AZ)	1/17/2013 1/17/2013 1/17/2013	1/17/2018 1/17/2018 1/17/2018	E.L. BNA ACCIDENT E.L. Disease Ex Cap E.L. Disease

BE DESCRIBED BY COUNTRIES / LOCAL POLICY NUMBERS (Attach to ACORD 101, additional Remarks, Schedule, & more pages as required)

<b>CERTIFICATE HOLDER</b> FIRST DATA CORPORATION 3585 GLENRIDGE CONNECTOR, NE GH-13 ATLANTA GA 30342	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301

105  
*[Signature]*

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

JOSEPH B. ROUCHARO  
Assistant Commissioner  
(603) 271-3204

June 24, 2014

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Administrative Services to amend a contract with Banc of America Merchant Services, LLC, Englewood, Colorado, (VC #177856); originally approved by Governor and Executive Council on September 18, 2013, item #27 for the conversion of the merchant card services processing platform by extending the end date; only from August 31, 2014 to November 14, 2014, with all other terms and conditions remaining the same, effective upon Governor and Council approval.

### EXPLANATION

Banc of America Merchant Services, LLC provides merchant card services for 17 state agencies. As part of the original agreement approved by Governor and Executive Council on September 18, 2013, Section 3.3 of Exhibit C, the state is required to work with Banc of America to convert from their existing payment transaction processing platform to a Banc of America preferred platform by August 31, 2014. The cost for the conversion is to be paid by Banc of America. Due to the age of some of the state's point of sale devices we have encountered a delay in obtaining the correct pin pad devices that are required to complete the conversion. As a result we are requesting an extension with the timeline to complete the conversion from August 31, 2014 to November 14, 2014. This will allow us enough time to complete the conversion while minimizing any disruption to sales revenue for the Liquor Commission during their busy season. All other terms of the contract will remain in effect.

Respectfully Submitted,

*Linda M. Hodgdon*

Linda M. Hodgdon  
Commissioner

State of New Hampshire  
Department of Administrative Services  
Bureau of Purchase and Property  
Statewide Contract for Merchant Card Processing Services

FIRST CONTRACT AGREEMENT

P-37

**Subject: Amendment to Merchant Card Processing Services**

This Amendment ("Amendment") is made and entered into by and between Banc of America Merchant Services, LLC ("BAMS") and Bank of America, N.A. ("Bank"), (collectively, "Servicers") and State of New Hampshire, Department of Administrative Services, Bureau of Purchase and Property, a New Hampshire corporation, having offices located at State House Annex Room 102, 25 Capitol Street, Concord, New Hampshire 03301 ("State") as of this 10th day of June, 2014, to amend and supplement that certain Statewide Contract for Credit Card Processing Services Contract approved by NH Governor and Council on September 18, 2013, item #27E. (the "Agreement").

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Servicers and State do hereby agree as follows:

- I. Conversion Assistance. The last sentence of Section 3.3 of Exhibit C - Special Provisions to Form P-37 is hereby deleted and replaced in its entirety with the following:

All AGENCIES participating under this Agreement must begin the Conversion by January 01, 2014 and be completed by November 14, 2014.

- II. Agreement Confirmation. Except as otherwise amended hereby, the Agreement is hereby ratified in all respects and shall remain in full force and effect. THIS AMENDMENT IS NOT BINDING OR EFFECTIVE UNTIL FULL EXECUTION BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized officers, all as of the day and year first written above.

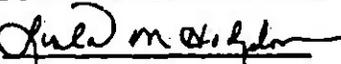
BANC OF AMERICA MERCHANT SERVICES, LLC

By: 

Title: SVP Sales & Distribution

Date: 6/12/14

THE STATE OF NEW HAMPSHIRE

By: 

Title: Commissioner

Date: 7/1/14

State of New Hampshire  
Department of Administrative Services  
Bureau of Purchase and Property  
Statewide Contract for Merchant Card Processing Services

NOTARY PUBLIC/JUSTICE OF THE PEACE

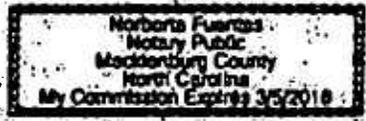
On the 12 day of June 2014  
There appeared before me, the state and  
county foresaid a person who satisfactorily  
identified himself as

Ed Sykes

And acknowledge that he executed this  
document indicated above.

In witness thereof, I hereunto set my hands  
and seal.

Norberta Fuentes



OFFICE OF THE ATTORNEY GENERAL

By: M. K. Brown

Michael K. Brown  
(Print Name)

Title: Gen. Counsel

Date: 7/2/14

The foregoing contract was approved by  
Governor and Council of New Hampshire  
on:

\_\_\_\_\_ 2014



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street - Room 120  
Concord, New Hampshire 03301

27E  
DM

LINDA M. HODGDON  
Commissioner  
(603) 271-3201

RICHARD H. BURNHAM  
Assistant Commissioner  
(603) 271-3204

August 28, 2013

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a statewide agreement with Bank of America Merchant Services, LLC, Englewood, Colorado, (VC #177856) for Merchant Card processing services. This contract shall be effective upon Governor and Executive Council approval and extend through June 30, 2018. Funding for this service shall be paid through a transaction fee that is deducted from the gross revenue of each respective transaction; the contract price limitation shall be \$25,000,000.00.

### EXPLANATION

This contract provides Merchant Card processing services to enable State Agencies to accept credit cards, debit cards or stored value cards for the purchase or payment of registrations, fees, fines, goods and services. In order to solicit for said services, in November of 2012 the Department issued a Request for Proposal ("RFP"). This RFP solicited for Merchant Card Processing Services (Option #1) and for Fully Supported Payment Processing Solutions (Option #2). This contract is for the provision of the Option #1 services.

Notification of the RFP was released to several firms within the industry and public notice was provided in the Manchester Union Leader. Lastly, the RFP was available for review upon the Department of Administrative Services website. In response to Option #1 of the RFP, three firms submitted proposals to provide Merchant Card processing services. Two of the proposals were selected to be reviewed while the third was deemed non-compliant on the basis of having inadequately presented their pricing. Proposals were evaluated on the basis of 185 points in the following categories: pricing (125 points), response to a vendor questionnaire (30 points) and technical qualifications (30 points).

In order to perform the evaluation, a team of representatives from the Department of Administrative Services, the Department of Information Technology, the Department of Treasury, the Liquor Commission and the Department of Safety was engaged. Based upon the evaluation criteria, Bank of America Merchant Services was chosen as the highest scoring proposal. Attached is a copy of the scoring sheet(s).

Based on the foregoing, I am respectfully recommending approval of the contract with Bank of America Merchant Services, LLC.

Respectfully Submitted,

Linda M. Hodgdon  
Commissioner

Name of Member Institution	Subject/CO
Applied Bank	Sanford/CO
Bank of America Merchant Services (BAMS)	Arizona
BEVA Company	TD Bank
Capital One Merchant Services	IA - The Independent Bankers Bank
Chase Paymentech	TSYS Merchant Solutions
Chase Merchant Services	U.S. Bank Payment Solutions
Commerce Bank	Vanke
Commerce Bank	Wells Fargo (FD)
Citigroup	WorldPay
First National Bank of Omaha	Greenbook, Velocity Payment System
First Savings Bank	ClearPay Financial Solutions
HSBC	Global Payments
HSBC (FD)	FIS
Leominster National Bank	PayGov US
OneBank National Association	Key Bank
MBI	
MAT Bank	
Merrill Bank	
Moravia	
People's United Bank	
PerC (FD)	
Proton Bank	

RFP 2013-53 – MERCHANT CARD PROCESSING SERVICES

Evaluation Committee Members

**Craig W Butkley**

Current Position: Chief Operating Officer, NH Liquor Commission

Background: Mr. Butkley is COO of the Liquor Commission, the largest customer of these services from the State's perspective. Mr. Butkley is heavily involved in all aspects of Merchant Card processing.

**Theresa Pare Curtis**

Current Position: Director, Web Support Division, Department of Information Technology

Background: Ms Curtis oversees the IT portion of Merchant Card processing for several state agencies.

**Kyra Leonard**

Current Position: Business Administrator, Department of Health and Human Services

Position During Evaluation: Business Administrator, Department of Safety

Background: In her role as Business Administrator for the Department of Safety, Ms. Leonard had familiarity and expertise in issues which agencies encounter in utilizing Merchant Card Processing services.

**Heather Maguire**

Current Position: Business Systems Analyst, Department of Information Technology

Position During Evaluation: Business Systems Analyst, Merchant Card Services, Department of Administrative Services

Background: Ms. Maguire, in her role of Business Systems Analyst in the area of Merchant Card Services for the State, has significant experience in all areas of Merchant Card Processing.

**Rachel Miller**

Current Position: Chief Deputy State Treasurer

Background: Ms Miller works closely with banks and financial institutions in a variety of areas, including Merchant Card Processing.

**Steve Sacco**

Position During Evaluation: Administrator, Bureau of Fixed and Mobile Assets, Department of Administrative Services.

Background: In his role as Administrator of the Bureau of Fixed and Mobile Assets, Mr. Sacco had oversight of the State's Merchant Card Processing team.

**George P. Tsiopras**

Current Position: Chief Financial Officer, NH Liquor Commission

Background: Mr. Tsiopras is CFO of the Liquor Commission, the largest customer of these services from the State's perspective. Mr. Tsiopras is heavily involved in all aspects of Merchant Card processing.

Overall Scores of Evaluation Committee

Bank of America Merchant Services (Bank) US Bank

CREDIT RISK EVALUATION		MERCHANT PAYMENT PROCESSING		
		SCORE		
		BANKS	US Bank	
Pass / Fail	Financial	Financial Information Provided	Pass	Pass
		Annual Reports and Audited Financial Statements	Pass	Pass
		Audit of Operations (SAS-70 or Equivalent)	Pass	Pass
		Explanation of Legal Action Last 2 Years	Pass	Pass
		Explanation of Liens or Encumbrances	Pass	Pass
Pass / Fail	References	References Provided	Pass	Pass
		Reference Checks	Pass	Pass
Pass / Fail	Company Profile	Company Profile Provided	Pass	Pass
		Ownership/Background Appropriate	Pass	Pass
		Thorough Background in the Industry	Pass	Pass
		Account Team Structure and Qualifications	Pass	Pass
		MERCHANT PAYMENT PROCESSING		
		SCORE		
		BANKS	US Bank	
Pass / Fail	Minimum Qualifications	As required or Minimum Requirements Provided	Pass	Pass
		As a minimum the Vendor must be able to provide: Visa, MasterCard, Discover, American Express, JCB, Union Card and Debit Cards	Pass	Pass
		The Vendor must have a thorough background in the industry and have supplied credit references with in the last two (2) years to a minimum of five (5) customers of similar transaction volume also in the US etc. Vendor must include company name, processing volume, and a description of services provided	Pass	Pass
		The Vendor must have within the last two (2) years a minimum of three (3) year relevant experience providing services to government entities of similar transaction volume also. The Vendor must include entity's name, processing volume, and a description of services provided.	Pass	Pass
		The Vendor must assign a dedicated relationship manager and dedicated account or customer service representative to the time as single points of contact to the Vendor.	Pass	Pass
		Vendor submitting a Proposal or submittal Vendor must be a bank and a certified according to Payment Card Industry Security Standards (PCI DSS) at the time of Proposal and listed on Visa's Global Registry of Service Providers. The Vendor must provide a certificate of compliance.	Pass	Pass
	The Vendor must follow all payment brand rules.	Pass	Pass	

Overall Scores of Evaluation Committee

		Bank of America Merchant Svc (BAMS) US Bank		
MERCHANT PAYMENT PROCESSING				
			BAMS	US Bank
		TOTAL	123.83	71.01
131	Pricing	Processing Fees (50)	50	35.53
		Network Processing (18)	10	6.08
		New Technology (45)	45	15.73
		Other Fees (3)	13.88	13.87
		Repayment of Stored Value Card Inventory (3)	5	0
Use the below score ranges to rate the Vendor Questionnaire and Technical Questionnaire				
OUTSTANDING	19-20	An outstanding score reflects the fact that the proposer meets and exceeds the state's expectations on most services and requirements		
EXCELLENT	15-18	An excellent score is indicative of the fact that the proposer meets and exceeds the state's expectations on some or		
GOOD	11-14	A good score indicates the fact that the proposer meets the state's expectations on services and requirements		
FAIR	7-10	A fair score reveals the fact that the proposer does not fully meet the state's expectations on services and requirements		
POOR	1-6	A poor score reflects the program does not meet the state's expectations for services and requirements		
			BAMS	US Bank
10	Questionnaire	TOTAL	21.71	15.71
		Review each Questionnaire and Provide an Overall Score.	21.71	15.71
20	Technical Qualifications	TOTAL	12.67	12.17
		Review each responses to the scope of work sections and provide an overall score.	12.67	12.17
153	Calculation	Total Score	168.25	93.89

### Evaluation Committees Scores - Merchant Card Processing

Department	Committee Member	Vendor Questionnaire Score	Technical Qualifications Score
<b>Department of Administrative Services</b>			
Heather Maguire			
	Vendor Questionnaire	24	18
	Technical Qualifications	24	12
Stephen Sacco			
	Vendor Questionnaire	24	19
	Technical Qualifications	24	12
<b>Department of Information Technology</b>			
Theresa Pare-Curtis			
	Vendor Questionnaire	22	12
	Technical Qualifications	22	7
<b>Treasury Department</b>			
Rachel Miller and Cindy Iacovella			
	Vendor Questionnaire	18	15
	Technical Qualifications	N/A	N/A
<b>Liquor Commission</b>			
George Tsiopras			
	Vendor Questionnaire	20	16
	Technical Qualifications	20	13
Craig Bulkley			
	Vendor Questionnaire	24	17
	Technical Qualifications	24	17
<b>Department of Safety</b>			
Kyra Leonard			
	Vendor Questionnaire	20	13
	Technical Qualifications	22	12
<b>Average Score</b>			
	Vendor Questionnaire	21.71	15.71
	Technical Qualifications	22.67	12.17

Pricing Summary Sheet

Item	Quantity	Unit Price	Total Price	Material	Installation	Subcontractor	Other	Contingency	Profit	Grand Total
Item 1	100	100.00	10,000.00	5,000.00	3,000.00	2,000.00	1,000.00	1,000.00	1,000.00	23,000.00
Item 2	200	100.00	20,000.00	10,000.00	6,000.00	4,000.00	2,000.00	2,000.00	2,000.00	46,000.00

Item	Quantity	Unit Price	Total Price	Material	Installation	Subcontractor	Other	Contingency	Profit
Item 3	100	100.00	10,000.00	5,000.00	3,000.00	2,000.00	1,000.00	1,000.00	1,000.00
Item 4	200	100.00	20,000.00	10,000.00	6,000.00	4,000.00	2,000.00	2,000.00	2,000.00

Blank space for notes and other information.



BANK OF AMERICA MERCHANT SERVICES - OPTION 1 - PRICING

Processing Fee	0.25	10,000	2,500.00
2 year of Merchant Card (1st yr)			1,100.00
Merchant Card (2nd yr)			1,100.00
Merchant Card (3rd yr)			1,100.00
Merchant Card (4th yr)			1,100.00
Merchant Card (5th yr)			1,100.00
Merchant Card (6th yr)			1,100.00
Merchant Card (7th yr)			1,100.00
Merchant Card (8th yr)			1,100.00
Merchant Card (9th yr)			1,100.00
Merchant Card (10th yr)			1,100.00
Merchant Card (11th yr)			1,100.00
Merchant Card (12th yr)			1,100.00
Merchant Card (13th yr)			1,100.00
Merchant Card (14th yr)			1,100.00
Merchant Card (15th yr)			1,100.00
Merchant Card (16th yr)			1,100.00
Merchant Card (17th yr)			1,100.00
Merchant Card (18th yr)			1,100.00
Merchant Card (19th yr)			1,100.00
Merchant Card (20th yr)			1,100.00
Merchant Card (21st yr)			1,100.00
Merchant Card (22nd yr)			1,100.00
Merchant Card (23rd yr)			1,100.00
Merchant Card (24th yr)			1,100.00
Merchant Card (25th yr)			1,100.00
Merchant Card (26th yr)			1,100.00
Merchant Card (27th yr)			1,100.00
Merchant Card (28th yr)			1,100.00
Merchant Card (29th yr)			1,100.00
Merchant Card (30th yr)			1,100.00
Merchant Card (31st yr)			1,100.00
Merchant Card (32nd yr)			1,100.00
Merchant Card (33rd yr)			1,100.00
Merchant Card (34th yr)			1,100.00
Merchant Card (35th yr)			1,100.00
Merchant Card (36th yr)			1,100.00
Merchant Card (37th yr)			1,100.00
Merchant Card (38th yr)			1,100.00
Merchant Card (39th yr)			1,100.00
Merchant Card (40th yr)			1,100.00
Merchant Card (41st yr)			1,100.00
Merchant Card (42nd yr)			1,100.00
Merchant Card (43rd yr)			1,100.00
Merchant Card (44th yr)			1,100.00
Merchant Card (45th yr)			1,100.00
Merchant Card (46th yr)			1,100.00
Merchant Card (47th yr)			1,100.00
Merchant Card (48th yr)			1,100.00
Merchant Card (49th yr)			1,100.00
Merchant Card (50th yr)			1,100.00
Merchant Card (51st yr)			1,100.00
Merchant Card (52nd yr)			1,100.00
Merchant Card (53rd yr)			1,100.00
Merchant Card (54th yr)			1,100.00
Merchant Card (55th yr)			1,100.00
Merchant Card (56th yr)			1,100.00
Merchant Card (57th yr)			1,100.00
Merchant Card (58th yr)			1,100.00
Merchant Card (59th yr)			1,100.00
Merchant Card (60th yr)			1,100.00
Merchant Card (61st yr)			1,100.00
Merchant Card (62nd yr)			1,100.00
Merchant Card (63rd yr)			1,100.00
Merchant Card (64th yr)			1,100.00
Merchant Card (65th yr)			1,100.00
Merchant Card (66th yr)			1,100.00
Merchant Card (67th yr)			1,100.00
Merchant Card (68th yr)			1,100.00
Merchant Card (69th yr)			1,100.00
Merchant Card (70th yr)			1,100.00
Merchant Card (71st yr)			1,100.00
Merchant Card (72nd yr)			1,100.00
Merchant Card (73rd yr)			1,100.00
Merchant Card (74th yr)			1,100.00
Merchant Card (75th yr)			1,100.00
Merchant Card (76th yr)			1,100.00
Merchant Card (77th yr)			1,100.00
Merchant Card (78th yr)			1,100.00
Merchant Card (79th yr)			1,100.00
Merchant Card (80th yr)			1,100.00
Merchant Card (81st yr)			1,100.00
Merchant Card (82nd yr)			1,100.00
Merchant Card (83rd yr)			1,100.00
Merchant Card (84th yr)			1,100.00
Merchant Card (85th yr)			1,100.00
Merchant Card (86th yr)			1,100.00
Merchant Card (87th yr)			1,100.00
Merchant Card (88th yr)			1,100.00
Merchant Card (89th yr)			1,100.00
Merchant Card (90th yr)			1,100.00
Merchant Card (91st yr)			1,100.00
Merchant Card (92nd yr)			1,100.00
Merchant Card (93rd yr)			1,100.00
Merchant Card (94th yr)			1,100.00
Merchant Card (95th yr)			1,100.00
Merchant Card (96th yr)			1,100.00
Merchant Card (97th yr)			1,100.00
Merchant Card (98th yr)			1,100.00
Merchant Card (99th yr)			1,100.00
Merchant Card (100th yr)			1,100.00

Notes: See Item 1 (Page 1) for details. 1 - Total Estimated Fee, 2 - Lowest Total Estimated Fee of all response programs, 3 - Awarded Points, 4 - Total Possible Points

1. Total Estimated Fee: 2,500.00

2. Lowest Total Estimated Fee of all response programs: 2,500.00

3. Awarded Points: 0

4. Total Possible Points: 0

New Technology (53)

1. Enable Website for mobile / m-commerce	11.00	0	11.00
2. Enable Application for mobile / m-commerce	11.00	0	11.00

Notes: See Item 1 (Page 1) for details. 1 - Total Estimated Fee, 2 - Lowest Total Estimated Fee of all response programs, 3 - Awarded Points, 4 - Total Possible Points

1. Total Estimated Fee: 22.00

BANK OF AMERICA MERCHANT SERVICES - OPTION 1 - PRICING

1. Total Possible Options	0.075
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2. Lowest Total Calculated For All Merchants	0.075
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3. Merchant Option	0
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4. Total Possible Options	10
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1. Total Possible Options	0.075
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2. Lowest Total Calculated For All Merchants	0.075
--	-------

3. Merchant Option	10
--------------------	----

4. Total Possible Options	1
---------------------------	---

1. Total Possible Options	
---------------------------	--

2. Lowest Total Calculated For All Merchants	
--	--

3. Merchant Option	
--------------------	--

4. Total Possible Options	0
---------------------------	---

1. Total Possible Options	11.00
---------------------------	-------

2. Lowest Total Calculated For All Merchants	11.00
--	-------

3. Merchant Option	0
--------------------	---

Total Annual Merchant Fee (10%)	117.00
Merchant Fee for All Merchants	117.00
Total Annual Fee and Set up Fee	117.00

4. Total Possible Options	1.0
---------------------------	-----

1. Total Possible Options	107.01
---------------------------	--------

2. Lowest Total Calculated For All Merchants	107.01
--	--------

3. Merchant Option	1.0
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4. Total Possible Options	1.0
---------------------------	-----

1. Total Possible Options	
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2. Lowest Total Calculated For All Merchants	
--	--

3. Merchant Option	1.0
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BANK OF AMERICA MERCHANT SERVICES - OPTION 1 - PRICING

Account Number	
Merchant Name	
Address	

Other Fees (in Points)

Account Type	Rate Per Transaction	Category	Rate
Merchant Name	0.15		
Merchant Code			
Merchant ID	1.00		

Legend:  $A = \text{Account Fee}$ ,  $B = \text{Merchant Fee}$ ,  $C = \text{Processing Fee}$ ,  $D = \text{Interchange Fee}$ ,  $E = \text{Network Fee}$ ,  $F = \text{Monthly Fee}$ ,  $G = \text{Annual Fee}$ ,  $H = \text{ATM Fee}$ ,  $I = \text{Cardholder Fee}$ ,  $J = \text{Other Fee}$

Key:  $T = \text{Total}$ ,  $A = \text{Account Fee}$ ,  $B = \text{Merchant Fee}$ ,  $C = \text{Processing Fee}$ ,  $D = \text{Interchange Fee}$ ,  $E = \text{Network Fee}$ ,  $F = \text{Monthly Fee}$ ,  $G = \text{Annual Fee}$ ,  $H = \text{ATM Fee}$ ,  $I = \text{Cardholder Fee}$ ,  $J = \text{Other Fee}$

Total Monthly Points:

Account Fee	0.15
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Merchant Fee	0.15
--------------	------

Processing Fee	
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Legend:  $A = \text{Account Fee}$ ,  $B = \text{Merchant Fee}$ ,  $C = \text{Processing Fee}$ ,  $D = \text{Interchange Fee}$ ,  $E = \text{Network Fee}$ ,  $F = \text{Monthly Fee}$ ,  $G = \text{Annual Fee}$ ,  $H = \text{ATM Fee}$ ,  $I = \text{Cardholder Fee}$ ,  $J = \text{Other Fee}$

Total Monthly Points:

Account Fee	0.15
-------------	------

Merchant Fee	0.15
--------------	------

Processing Fee	
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Legend:  $A = \text{Account Fee}$ ,  $B = \text{Merchant Fee}$ ,  $C = \text{Processing Fee}$ ,  $D = \text{Interchange Fee}$ ,  $E = \text{Network Fee}$ ,  $F = \text{Monthly Fee}$ ,  $G = \text{Annual Fee}$ ,  $H = \text{ATM Fee}$ ,  $I = \text{Cardholder Fee}$ ,  $J = \text{Other Fee}$

Total Monthly Points:

Account Fee	0.15
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Merchant Fee	0.15
--------------	------

Processing Fee	
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BANK OF AMERICA MERCHANT SERVICES - OPTION 1 - PRICING

Other Fees Total Annual Fee Total	1.00
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Replacement of Scored Value Card Inventory (5 Points)

Scored Value Card	100,000	1
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Calculate Total Points:  $100,000 \times 1 = 100,000$  points

Round to up 3 Least Items (L1) + 1 point Calculator Fee, L = Lowest Total Calculator Fee of all respective proposals, A = Awarded Points, T = Total Possible Points

Total Possible Points	100,000
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A	
---	--

L	
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US BANK - OPTION 1 - PRICING

Processing Fees (\$0 Points)

Account Type	Check Processing Fee	Debit Card Processing Fee	ATM Fee	Overdraft Fee	Monthly Service Fee	Annual Fee	Card Payment Fee	Foreign Transaction Fee	Total Estimated Fee per Year
MASTERCARD	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$0.00
VISA	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$0.00
Discover	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$0.00
AMEX (EMV)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$0.00
<b>Credit Card Total (avg)</b>									<b>\$0.00</b>

Account Type	Monthly Fee	Annual Fee	Total Estimated Fee per Year
US Bank Card	0.00%	\$0.00	\$0.00

Account Type	Monthly Fee	Annual Fee	ATM Fee	Overdraft Fee	Monthly Service Fee	Annual Fee	Card Payment Fee	Foreign Transaction Fee	Total Estimated Fee per Year
MASTERCARD	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$0.00
VISA	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$0.00
DISCOVER	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$0.00
AMEX (EMV)	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$0.00
US Bank Card	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$0.00
<b>Total of all fees (avg)</b>									<b>\$0.00</b>

US Bank Card	0.00%	\$0.00	\$0.00
US Bank Card	0.00%	\$0.00	\$0.00
US Bank Card	0.00%	\$0.00	\$0.00

Note: Map 1 (and new 2/1) 7-14, 8 - Total Estimated Fee, 1 - Lowest Total Estimated Fee of all respective proposals, A - Annual Points, T - Total Possible Points

Check Processing (10 Points)

Account Type	Check Processing Fee	Debit Card Processing Fee	ATM Fee	Overdraft Fee	Monthly Service Fee	Annual Fee	Card Payment Fee	Foreign Transaction Fee	Total Estimated Fee per Year
US Bank Card	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	\$0.00

US BANK - OPTION I - PRICING

Processing Fee	0.17		11,011.48
Total of Non-Resident Only (Step 1)			11,011.48
Other (Resident / Non-Resident)			11,011.48
Bank of NY / Manassas Fee (Step 2)	4,970		15,981.48
			15,981.48
Total of Check Warrants			15,981.48

Step 1 Total: 15,981.48

Step 2 (Step 1) \* 0.17 = A. Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Price, Y = Total Possible Points

Step 2 Total: 15,981.48

Y Total Possible Points: 10

Q1 Non-Resident Total Calculated Fee	11,011.48	Q2 Lowest Total Calculated Fee for all Responsive Proposals	11,011.48	Q3 Awarded Price	11,011.48
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Step 2 Total: 15,981.48

Y Total Possible Points: 10

Q1 Non-Resident Total Calculated Fee	11,011.48	Q2 Lowest Total Calculated Fee for all Responsive Proposals	11,011.48	Q3 Awarded Price	11,011.48
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Q4 Check Total Awarded	4.97
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New Technology (45)

Processing Fee	0.17		
Network Fee		0.00	
Network Fee		0.00	
Low Only (Resident)			
Resident Solutions			
1. Mobile Software for use of up to 100 users			17.00
2. Mobile Application (for Smart Phone)	100.00	0.00	10.00

Step 1 Total: 100.17

Step 2 (Step 1) \* 0.17 = A. Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Price, Y = Total Possible Points

Step 2 Total: 100.17

Y Total Possible Points: 10

US BANK - OPTION 1 - PRIDING

U1 Loan Fee	0.00
-------------	------

U2 Loan Fee	0.00
-------------	------

U3 Loan Fee	0.00
-------------	------

U4 Total Monthly Payment

U4 Total Monthly Payment	0.00
--------------------------	------

U5 Loan Fee	0.00
-------------	------

U6 Loan Fee	0.00
-------------	------

U7 Loan Fee	0.00
-------------	------

U8 Total Monthly Payment

U8 Total Monthly Payment	0.00
--------------------------	------

U9 Loan Fee	0.00
-------------	------

U10 Loan Fee	0.00
--------------	------

U11 Loan Fee	0.00
--------------	------

U12 Total Monthly Payment

U12 Total Monthly Payment	0.00
---------------------------	------

U13 Loan Fee	0.00
--------------	------

U14 Loan Fee	0.00
--------------	------

U15 Loan Fee	0.00
--------------	------

U16 Total Monthly Payment

Total Annual Monthly Fee (All)	0.00
U17 Loan Fee	0.00
U18 Loan Fee	0.00
U19 Loan Fee	0.00
Total Annual Fee and Loan Fee	0.00

U20 Total Monthly Payment	0.00
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U21 Loan Fee	0.00
--------------	------

U22 Loan Fee	0.00
--------------	------

U23 Loan Fee	0.00
--------------	------

U24 Total Monthly Payment	0.00
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U25 Loan Fee	0.00
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U26 Loan Fee	0.00
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U27 Loan Fee	0.00
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US BANK - OPTION 1 - PRICING

STIP	2.01
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STIP	6.51
------	------

STIP	15.51
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Other Fees (15 Points)

Bank Service Charge	0.75	0.75
Account Opening Charge	1.00	1.00
Charge Card Fee	1.00	1.00

Other Fees (15 Points)

Net of Map 2 (Equipment) (E) (T) (A) = Total Calculator Fee, L = Lowest Fee of Calculator Fee of all responsive proposals, A = Awarded Points, P = Total Possible Points

Other Fees (15 Points)

Other Fees (15 Points)	0
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Other Fees (15 Points)	0.75
------------------------	------

Lowest Fee of Calculator	0.75
--------------------------	------

Other Fees (15 Points)	1.00
------------------------	------

Other Fees (15 Points)

Other Fees (15 Points)	0
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Other Fees (15 Points)	1.00
------------------------	------

Lowest Fee of Calculator	1.00
--------------------------	------

Other Fees (15 Points)	1.00
------------------------	------

Other Fees (15 Points)

Other Fees (15 Points)	0
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Other Fees (15 Points)	1.00
------------------------	------

Lowest Fee of Calculator	1.00
--------------------------	------

Other Fees (15 Points)	1.00
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US BANK - OPTION 3 - PRICING

Gross Price Total Net Price Total Estimated Savings	\$1,127,700 \$1,098,770 \$28,930
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Replacement of Stored Value Card Inventory (3 Points)

Item	Quantity	Unit Price	Total Price
Stored Value Card	112,700	0.1070	\$12,058.70

Calculation: Total Price = 112,700 x 0.1070 = \$12,058.70

Note: Step 3 Calculation: (A) \* 1.4, B \* Total Estimated Price, C \* Lower (Total Calculated Price of all responsive proposals), D = Awarded Points, E = Total Possible Points

Final Price of this Proposal	\$12,058.70
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Total Price Net Price Estimated Savings	\$12,058.70 \$12,058.70 \$0.00
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All Payment Total Call numbers Are Not All Requirements Satisfied	\$0.00
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Total Price Net Price Estimated Savings	\$12,058.70 \$12,058.70 \$0.00
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Total Price Net Price Estimated Savings	\$12,058.70 \$12,058.70 \$0.00
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State of New Hampshire  
 Department of Administrative Services  
 Bureau of Purchase and Property  
 Statewide Contract for Merchant Card Processing Services

**CONTRACT AGREEMENT**

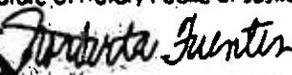
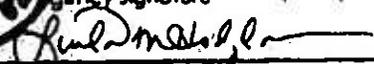
P-37

Subject: Agreement for Merchant Card Processing Services

**AGREEMENT**

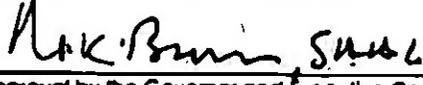
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Bank of America Merchant Services		1.4 Contractor Address See Section 17 Exhibit C	
1.5 Contractor Phone 502-315-2026	1.6 Account Number N/A	1.7 Completion Date 01/30/2018	1.8 Price Limitation \$25,000,000.00
1.9 Contracting Officer for State Agency Rudolph Ogden		1.10 State Agency Telephone Number 603 271 3235	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Ed Sykes, SVP	
1.13 Acknowledgement: State of _____ County of _____ On September 4, 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Notary Public Notary Public Wake County North Carolina My Commission Expires 3/31/2018			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution)			



State of New Hampshire  
 Department of Administrative Services  
 Bureau of Purchase and Property  
 Statewide Contract for Merchant Card Processing Services

By:	 Mark Brown, State	On: 9/10/13
1.18 Approval by the Governor and Executive Council		
By:	On:	

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages BANK OF AMERICA, NA ("BANK") and BANK OF AMERICA MERCHANT SERVICES, LLC ("BAMS") and, together with BANK and any other third party providers, who enter into Supplements to this Agreement in order to perform services hereunder, collectively, "SERVICERS" or "Contractor" for the services described herein and attached as Exhibit A ("Services").

BANK's obligations hereunder shall be limited to the sponsorship and settlement of certain Card transactions submitted in accordance with the terms and conditions of this Agreement and the Card Organization Rules, and BANK shall not have any obligation or liability of any nature in connection with any services of any kind provided by BAMS or its Affiliates hereunder or pursuant hereto. In performing this Agreement, without diminishing SERVICERS' obligations to CUSTOMER, SERVICERS may use the services of third parties, including, without limitation, their respective Affiliates.

This Agreement governs processing services regarding credit, debit and certain other Card transactions and other services, as those services are further described in this Agreement, the Fee Schedule attached hereto as Schedule A (including any additions and changes thereto, the "Fee Schedule"), any and all concurrent and subsequent addenda, supplements or schedules to this Agreement (each, including the Fee Schedule, as amended from time to time, a "Supplement"), and the Card Organization Rules, all as elected by CUSTOMER and approved by SERVICERS (or their applicable Affiliate) for the purposes of this Agreement, collectively, the "Services". Unless otherwise expressly provided in this Agreement or any Supplement: (i) references to each Supplement shall be deemed to include this Agreement and (ii) references to this Agreement shall be deemed to include each Supplement. To the extent the terms of a Supplement directly conflict with the terms of this Agreement, the terms of that Supplement shall control.

Subject to Card Organization Rules, Services may be performed by BAMS or BANK subject to the agreements between them as the same may be modified from time to time. In addition to SERVICERS, one or more Affiliates of BAMS may assist in providing terminal or other equipment and local support functions in connection with this Agreement.

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement 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. Contractor must complete all Services by the Completion Date specified in block 1.7.



State of New Hampshire  
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Statewide Contract for Merchant Card Processing Services

4. **CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.5.

6. **COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. **PERSONNEL**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

State of New Hampshire  
Department of Administrative Services  
Bureau of Purchase and Property  
Statewide Contract for Merchant Card Processing Services

**8. EVENT OF DEFAULT/REMEDIES:**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

Irregular Card sales by CUSTOMER, excessive Chargebacks (in excess of 1.0% of transaction or dollar volume) : or thirty (30) days' and concurrent cure period

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination, the term, subject matter, content, and number of copies of the Termination Report shall be identical to those of any final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement 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.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**State of New Hampshire  
Department of Administrative Services  
Bureau of Purchase and Property  
Statewide Contract for Merchant Card Processing Services**

**13. INDEMNIFICATION.**

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 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").

15.2 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 Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, 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 Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. 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.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**State of New Hampshire  
Department of Administrative Services  
Bureau of Purchase and Property  
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**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement 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.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement 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 Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

**24. ENTIRE AGREEMENT.** This agreement, 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 relating hereto.

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Exhibit A - Statement Of Work

**DEFINITIONS.**

Capitalized terms used in this Contract shall have the meanings given below:

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 stands set by National Automated Clearing House Association (NACHA)
Agency	A State of New Hampshire agency, division, office, department, bureau, commission or other entity performing a governmental or proprietary function for the State of New Hampshire.
Association or "Card Organization"	Any entity formed to administer and promote Cards, including without limitation Visa U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard") and DFS Services LLC ("Discover"), and any applicable Debit Networks
"Association Rules" or "Payment Brand Rules" or "Card Organization Rules"	The rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBT, the Quest Operating Rules and with respect to PIN debit Cards, the rules, regulations, policies and procedures of the applicable Debit Network). (i) <a href="http://www.pcisecuritystandards.org/">www.pcisecuritystandards.org/</a> (ii) <a href="http://www.mastercard.us/">http://www.mastercard.us/</a> (iii) <a href="http://usa.visa.com/">http://usa.visa.com/</a> (iv) <a href="https://www.discover.com/">https://www.discover.com/</a> (v) <a href="https://www.americanspress.com/">https://www.americanspress.com/</a>
"Card"	See either Credit Card or Debit Card.
Cardholder	A Person whose name is embossed on the Card (or Debit Card, as applicable) and any authorized user of such Card.
Chargeback	A Card transaction (or disputed portion thereof) that is returned to SERVICERS by the Issuer, the liability of which is the CUSTOMER's responsibility.
Confidential Information	Information the parties shall keep confidential from unauthorized disclosure.
Contract	Statewide Contract for Credit Card Processing Services
Contract Documents	Documents that comprise this Contract as identified in Exhibit A, SOI, Section 1.1.

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Contract Manager	The persons identified by the State and Contractor in Exhibit A, <i>SOW</i> .
"Contractor"	Banc of America Merchant Services, LLC
"Customer"	State of New Hampshire
Credit	Deposit into an account
DAS	N.H. Department of Administrative Services
Debit	A charge against a bank account
"Electronic Check" or "E-Check"	A generic term for a non-credit/debit card payment that results in an ACH debit to consumer's account and credit to the receiver's account
Effective Date	The date on which this Contract takes effect upon Governor and Executive Council approval.
EMV	Chip based payment card, Aka smart card, containing and embedded microprocessor that has information needed to use the card for payment. The chips are protected by various security features. The EMV chip cards are a more secure option to the magnetic stripe payment cards.
Form P-37	The State of New Hampshire standard form contract, Form P-37, <i>General Provisions</i> .
Fully loaded	Rates that are inclusive of all expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Initial Term or Term	The period from the Effective Date through the initial completion date set forth in Section 1.7 of the Form P-37.
IP	Internet Protocol
IVR	Interactive Voice Response System available via Touch-Tone phone
Merchant or Merchants	The State of NH entities identified in Exhibit A-2, <i>Merchants</i> , as modified from time to time by the State, at its sole discretion, during the Term.
Merchant Account	Merchant settlement bank accounts assigned by the Treasurer, as amended by the Treasurer from time to time.
"Merchant ID Number" or "Merchant Identification Number"	An identification number assigned by the Contractor to an individual Merchant.
Non-Exclusive Contract	A contract that does not restrict the State from seeking alternative contractors or sources for the products and services provided under this Contract.
Normal Business Hours	Normal Business Hours - 8:00 a.m. to 5:00 p.m.: EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day.

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Not to Exceed Contract	A contract that has a fixed price limitation. See Exhibit B.
Notice to Proceed	The State Contract Manager's written direction to the Contractor to begin work on this Contract on a specified date and time.
Order of Precedence	The order in which Contract Documents govern in the event of any conflict or ambiguity among them.
"Payment Card Industry Data Security Standards" or "PCIDSS"	A set of security standards established by Payment Card Industry Security Standards Council.
Payment Method Provider	Visa, U.S.A., Inc., MasterCard International, Inc., Discover Financial Services, LLC and other Credit Card and Debit Card providers, or any debit network providers, whose payment method Contractor accepts for processing.
PCI	Payment Card Industry
PCI Security Standards Council	The PCI Security Standards Council is an open global forum for the ongoing development, enhancement, storage, dissemination and implementation of security standards for account data protection.  The PCI Security Standards Council's mission is to enhance payment account data security by fostering broad adoption of the PCI Security Standards. The organization was founded by American Express, Discover Financial Services, JCB International, MasterCard Worldwide, and Visa Inc.
"POS" or "Point of Sale"	Point of sale service for Credit and/or Debit cards and E-checks.
Proposal	The Contractor's written Proposal submitted to the State in response to RFP 2013-153.
"RFP" or "Request for Proposal"	Request For Proposal 2013-153 issued by the N.H. Department of Administrative Services.
Sales Data	Electronic record of a sale representing payment by use of a Card or a refund/credit to a Cardholder.
Services	The services and products Contractor shall furnish the State under this Contract.
"Statement of Work" or "SOW"	Exhibit A, <i>Statement of Work</i> .
"State" or "State of New Hampshire"	DAS and/or Merchants, as applicable.
"State Fiscal Year" or "SFY"	The New Hampshire State Fiscal Year which begins on July 1 <sup>st</sup> and ends on June 30 <sup>th</sup> of the following calendar year
Settle	Deposit of funds into an account
Tokenization	The process of breaking a stream of text up into words, phrases, symbols or other meaningful elements called tokens
Transaction	An agreement between a buyer and a seller for the exchange of goods or services for payment
Treasurer	State of N.H. Treasurer
Wire Transfer	Electronic transfer of funds with settlement the same business day.

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**I. CONTRACT**

**1.1 Contract Documents.**

This Contract consists of the following Contract Documents:

Form P-37	General Provisions
Exhibit A	Statement of Work
Exhibit A-1	Services
Exhibit A-2	Merchant Identification Table
Exhibit B	Compensation
Exhibit C	Special Provisions to Form P-37
Exhibit C-1	Additional Provisions
Exhibit D	Training
Exhibit E	Participation Agreement
Exhibit F	PayPoint Services Addendum
Exhibit G	Global Gateway E4 Services Addendum; Global Gateway Addendum
Exhibit H	Transarmor Services Addendum
Exhibit I	CyberSource Services Addendum
Exhibit J	MobilePay Services Addendum
Exhibit K	Skipjack Services Addendum
Exhibit L	Gift Card Services Addendum

**1.2 Order of Precedence**

In the event of conflict or ambiguity among any of the Contract Documents, the following Order of Precedence shall govern:

- a. Form P-37, *General Provisions*, as modified in Exhibit C, and Exhibit C-1;
- b. Exhibits A through K, exclusive of Exhibits C and C-1.

**1.3 Non-Exclusive Contract**

This is a Non-Exclusive Contract. Notwithstanding any provision of this Contract to the contrary, the State, at its sole discretion, may retain other contractors or other sources to provide Services or Deliverables procured under this Contract.

**1.4 Not to Exceed Contract**

This is a Not to Exceed Contract. The State shall pay the Contractor for the Services in accordance with Exhibit B, *Compensation*. Notwithstanding any other provision of this Contract to the contrary, in no event shall payments under this Contract exceed the price limitations set forth in Section 1.8 of the Form P-37, *Price Limitation* which is twenty-five million dollars (\$25,000,000).

**NOTWITHSTANDING ANYTHING IN THE AGREEMENT AND ANY ADDENDA TO THE CONTRARY, THE STATE'S CUMULATIVE LIABILITY.**

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IN THE AGGREGATE (INCLUSIVE OF THE STATE'S LIABILITY UNDER SECTION 1)(A) AND (B) OF EXHIBIT C, WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THE AGREEMENT AND ANY ADDENDA) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED TWENTY-FIVE MILLION DOLLARS (\$25,000,000); PROVIDED HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE FOLLOWING: (A) FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE STATE (B) VIOLATION OF APPLICABLE LAW OR CARD ORGANIZATION RULES BY THE STATE (INCLUDING ANY DATA COMPROMISE LOSSES); (C) THE STATE'S OBLIGATIONS TO PAY CONTRACTOR ANY AND ALL FEES PAYABLE UNDER THE AGREEMENT OR ANY ADDENDA, (D) THE STATE'S LIABILITY FOR CHARGEBACKS AND ADJUSTMENTS, (E) THE STATE'S LIABILITY FOR PAYMENT OF ANY AND ALL THIRD PARTY FEES AS DESCRIBED IN ANY ADDENDA AND INCLUDED ON EXHIBIT D OF THE AGREEMENT, OR (F) THE STATE'S LIABILITY UNDER SECTIONS 1)(i), (ii) AND (iii) OF EXHIBIT C.

**2. CONTRACT TERM/COMMENCEMENT OF WORK**

The Initial Term of this Contract shall commence upon approval of Governor and Executive Council or on September 1, 2013, whichever is later (the "Effective Date"), and extend through June 30, 2018.

The Contractor shall commence full performance of the Services on the Effective Date at 12:01 a.m. Time is of the essence in the performance of the Contractor's obligations under this Contract.

If the Contractor commences work before the Effective Date, such work shall be performed at the sole risk and expense of the Contractor, and the State shall be under no obligation to pay the Contractor for any costs, expenses or work performed prior to the Effective Date, including, but not limited to, any expenses and costs incurred by the Contractor or any Subcontractor(s).

**3. SERVICES**

The Contractor shall furnish the State with the Services required under this Contract, and as more fully set forth in Exhibit A-1, *Services*.

**4. COMPENSATION**

The Contract price, method of payment, and terms of payment are set forth in Exhibit B: *Compensation*.

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**5. CONTRACT MANAGEMENT**

**5.2 Contractor Point Of Contact**

5.2.1 The Contractor shall assign a Contractor Point of Contact who shall serve as the representative of the Contractor for administrative and contract management matters.

5.2.2 The Contractor Point of Contact shall function as this Contractor's representative for administrative and management matters. The Contractor Point of Contact shall be available to promptly respond to inquiries from the State during Normal Business Hours. The Contractor Point of Contact shall work diligently and use his/her best efforts on the Project. The Contractor Point of Contact shall be qualified to perform the obligations required of the position under this Contract. Contractor will provide written notice to State upon replacement of the Contractor Point of Contact. Such Contractor Point of Contact shall be of comparable skills. Any request by State to remove the Contract Point of Contact shall be governed by the dispute resolution process contained herein; see Exhibit A, Section 5.4.

**Account Team Access.** Contractor shall provide telephone, facsimile, and Internet e-mail access to each individual on the Contractor account team. General toll free numbers shall be provided for telephone and facsimile services on a statewide basis. Contractor shall make a good faith effort to resolve all inquiries from the State within twenty-four (24) hours or the next business day.

5.2.3 The Contractor Point of Contact is:

Shirley A. Davis - Relationship Manager (contract point of contact)  
Corporate Client Services  
Specialized Industries and Public Sector Markets  
Bank of America Merchant Services  
Office (617.524.1490)  
[shirley.davis@bankofamericamerchant.com](mailto:shirley.davis@bankofamericamerchant.com)

Sheryl Levers (day to day operational issues)  
Account Manager  
Bank of America Merchant Services  
Office (954.845.4456)  
[Sheryl.levers@bankofamericamerchant.com](mailto:Sheryl.levers@bankofamericamerchant.com)

**5.3 State Contract Manager**

The State shall assign a contract manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:

Rudolph Ogden - Contract Manager  
New Hampshire Department of Administrative Services  
Office (603.271.3235)

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rudolph.ogden@nh.gov

**5.4 Dispute Resolution**

- Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the invoking party's right to any other remedy permitted by this contract.

The following table sets forth the responsible parties for each level of the dispute resolution and the corresponding time allotment for resolution at each level.

Level	The Contractor	The State	Cumulative Time Allotted
Primary	Shirley Davis	Rudolph Ogden (603.271.3235)	5 business days
First	Shirley Davis	Robert Siowell (603.271.3606)	10 Business days
Second	Shirley Davis	Michael Connor (603.271.6899)	15 Business days

The allotted time for the first level negotiations shall begin on the date the invoking party's notice is received by the other party.

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**Exhibit A-1 Services**

**I. GENERAL PROCESSING REQUIREMENTS**

**CREDIT CARDS, DEBIT CARDS AND STORED VALUE CARD**

Contractor shall provide credit card processing services, (authorization, settlement and reporting) for Visa, MasterCard, American Express and Discover and others. Contractor shall provide processing services and solutions for Debit Cards, Stored Value Card, e-Check, and ACH/EFT transfers.

**Discover and American Express**

Contractor shall support an authorization / pass through for any Agency that is required to process Discover or American Express transaction directly through Discover or American Express. The Contractor shall support Discover Full Service where the Contractor fully handles the processing of Discover transaction similar to Visa and MasterCard transaction.

**Security**

Contractor shall ensure security on all data transmissions. Contractor shall comply with all Payment Card Industry Standards, (PCI) and shall timely notify the designated State contact of all material changes in PCI Standards. Contractor shall remain in compliance with PCI DSS during the initial term of this Contract and any subsequent renewal period.

**Settlement**

The State Treasurer shall assign any and all bank accounts for State Agency settlements and merchant activity. No merchant numbers or identifications shall be assigned to State Agencies without written notification from Merchant Card Services and approved by the State Treasury and the Department of Information Technology.

Contractor shall post funds received on behalf of distinct merchants (e.g., individual State Agencies) to the State's bank accounts designated by the Treasurer. Any bank account changes will be made by the State, or pursuant to the State's direction.

**Settlement Transmission**

Once conversion to the BAMS-preferred platform is complete, settlement data shall go over the same connection as authorization data.

**Duplicate Settlements**

- Contractor shall identify duplicate transactions or transmissions and eliminate them when necessary. However, the duplicate transaction file must be an exact

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duplicate (i.e. all data elements of the entire file must be an exact match) and submitted within the same settlement window.

- **Duplicate Charges and Transactions.** Contractor shall correct duplicate charges and transactions within twenty-four (24) hours of their detection or notification. To the extent additional action is required of the State, Contractor shall notify the State of each duplicate charge and transaction. The Contractor shall be liable for any costs incurred by the State because of duplicate charges or transactions to the extent they are caused by failures within the Contractor's proprietary card processing system.

**Credit Card Deposit**

The Contractor shall provide settlement into State accounts generally within forty-eight (48) hours upon receipt of settlement funds by Contractor. Notwithstanding the foregoing, settlement funds received on a weekend or bank holiday will be settled the next business day.

**Deposit Processing Liability**

The Contractor will settle with the State for each Sales Draft acquired and accepted by the Contractor under this Agreement after the Contractor receives payment for that Sales Draft from the related Card Organization, subject to the terms of this Agreement. Time is of the essence in regards to said processing/settlement, and failure to provide such services in accordance with the specified timeframes shall be considered an Event of Default.

**Reconciliation of Receipts**

All receipts into State accounts shall be easily reconciled by the Agency through daily Contractor reports and a unique identification number for that Agency.

**Representation**

The State shall be assigned a dedicated Contractor Account Representative that can be contacted by phone and email. Contractor's after hours representatives can be reached by a toll free number.

The Contractor Account Representative shall correspond with the States Merchant Card Services office for all Agency requirements including, but, not limited to setting up new merchant accounts, access to reporting tools or Virtual Terminal and any other modifications to an Agency's processing.

**Reconciliation of Receipts**

All receipts into Merchant Account(s) shall be capable of reconciliation by Merchants through daily report(s) and their respective Merchant ID Numbers.

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**2. REPORTING REQUIREMENTS**

**System Requirements**

- The Contractor shall provide a single internet based/on-line system for report generation.
- The system shall provide the ability for each Agency to view only the financial data for their Chain Merchant ID and allow access to view the individual data for a specific location under their Chain Merchant ID.
- The reporting system shall allow Treasury and DAS Merchant Card Services to view financial data at a statewide level.
- The Contractor shall provide sales, payment and accounting detail as determined by the State for each internet application.
- The Contractor shall provide for the reporting system to include "real time" transactions that were processed on the same day, according to a mutually agreeable schedule.

**Reporting to Agencies, DAS Merchant Card Services and the Treasury Department**

At a minimum, the Contractor shall provide the following:

- Daily and monthly reports of all transactions, regardless of volume;
- Online web access shall include, but is not limited to, current plus 13 months of summary and 6 months of historical data detailing:
  - Transaction type
  - Dollar amount of transaction with any associated identified
  - Date and time of transaction
  - Date of settlement
  - Daily subtotal by transaction type for each Agency
  - Authorization number for transaction
  - The full customer credit card number (The credit card number should be masked unless an Agency requests access to view the full card number and has a valid business reason to do so)

If additional historical data is needed a request can be submitted to the Contractor.

- Reports similar to, but not limited to, the following:
  1. Checking Account Report
    - *Ability To Search by:*
      - Date Range (From and To)
    - *Results Returned:*
      - Summary List of Batches by Date and by Merchant ID
    - *Drilldown:*
      - Merchant ID Summary Batch to the Transaction Detail
  2. Authorization Code Report
    - *Ability To Search by:*
      - Authorization Code
      - Date Range
    - (Within ALL MIDNs)

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- *Results Returned:*
  - Transaction Detail based upon the authorization code
- 3. **Charge Back Report**
  - *Ability to Search by:*
    - Date Range, and/or
    - Merchant ID#
  - *Results Returned:*
    - Transaction Detail related to the Chargeback
- 4. **Funding: Report lists bank account info by Checking Account**
  - *Ability to Search by*
    - Date Range
  - *Results Returned*
    - Summary of Fees by Merchant ID
  - *Drilldown*
    - Detail of Fees by Merchant ID
- 5. **Summary of Historical Bank Fees**
  - *Ability to Search by*
    - Merchant ID
  - *Results Returned*
    - Fees for the Merchant ID by Month/Year
- 6. **Summary of Batches for a Merchant ID Report**
  - *Ability to Search by*
    - Date Range
  - *Results Returned*
    - Summary of Batches for ALL Merchant IDs
  - *Drilldown*
    - Batch Transaction Detail by Merchant ID
- Customized reports as specified and agreed to by the Agency and Contractor

**Stored Value Card Reporting**

The Contractor shall provide online reports for stored value cards to include the following:

- Active Cards with a balance by card and by issue date
- Outstanding liability by promo card type and bin range
- Summary report of promo card balances
- Redeemed and activated cards by date or period
- Customized reports as specified and agreed to by the Agency and Contractor
- Ability to search by card number to determine if the card is active and if so, view the remaining balance

M10901-Value Link Gift Card Transaction Detail
M10902-Value Link Gift Card Trans by Category
M10903-Value Link Gift Card Declined Transactions
M10905-Value Link Gift Card Summary

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HL0905-Value Link Gift Card Liability Report
HL0907-Value Link Gift Card Activation Summary
HL0908-Concord-Value Link Gift Card Summary
HL0910-Value Link Gift Card Exceptions
HL0916-Value Link Gift Card Liability Summary
HL0926-Location Value Link Gift Card Liability Report
HL0951-First Data Gift Card Summary Report
HL2001-Daily Gift Card Report
HL2002-Monthly Gift Card Report
HL2003-Promo Summary Monthly
HL2004-Promo Summary Monthly
HL2022-Gift Card Analysis by Location

**Online Chargeback Reporting**

- The Contractor shall provide immediate online access to outstanding retrieval requests and chargebacks.
- The Contractor shall allow and provide a fully electronic online chargeback system that shall accept electronic signatures and support files to satisfy outstanding retrieval requests and chargebacks.

**Monthly Statement**

The Contractor shall provide each Agency a detail online monthly statement of sales and all charges incurred. Each Agency shall have access to their monthly statement.

**Data Export**

The Contractor shall provide data export capabilities to Microsoft Excel and CSV file format (Comma Delimited).

**3. FUNCTIONAL REQUIREMENTS AND CAPABILITIES**

**Access Methods**

**Communications**

Contractor shall accommodate dial-up, direct connection and Internet technologies as required by each Agency.

The State requires 98% authorization system availability or better.

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The Contractor shall provide a network that is secure and diverse with no single point of failure.

Dial-up shall run on a toll free telephone number.

Contractor shall have the capability of providing direct connection methods which are IP based.

**Interfaces**

Contractor shall accommodate stand beside, integrated Internet browser and API based interfaces.

**Stand beside:** Contractor shall supply the devices to be used or allow the use of Merchant owned devices, which shall provide magnetic stripe readers, PIN pads, and batch totals for the end of business.

**Integrated:** Integrated solution shall talk directly to the P.O.S. software or allow the use of existing electronic payment systems.

**Gateway:** Contractor shall provide a gateway tool that has multiple processing methods as follows:

**Internet browser/ Virtual Terminal:** Contractor shall ensure the merchant can create transactions and make corrections and adjustments as required via the Internet through a Virtual Terminal. The Virtual Terminal shall have the capability to process payments that are swiped on a USB swipe device connected to the computer; however, it shall not be required.

**Internet API:** To allow an Agency's Internet applications to interface with the Contractor's Electronic Payment System, (EPS).

**Hosted Payment Page:** Contractor shall provide a method that allows a merchant to connect their website to a hosted payment page ("Pay Here") that goes to the Contractor's gateway to process the actual transaction. This method shall have the ability to accept credit cards, debit cards and echecks. The Hosted Payment Page shall be customizable to allow State Agency elements such as, but shall not be restricted to, State Seal and Agency verbiage, to reassure Cardholders that they have reached an approved State site. In the event that the State is utilizing the Contractor's Hosted Payment Page, the Contractor assumes all responsibility for a secure payment page hosted by a fully PCI compliant infrastructure.

**Processing Methods**

Contractor shall accommodate and provide for both Authorization Only and Capture methods of processing.

- **Authorization Only:** Merchant shall acquire authorizations from the Contractor and the Merchant shall submit transactions for all its locations as a batch at the end of the day for settlement purposes.
- **Capture:** Merchant shall acquire authorization and the Contractor shall capture all transaction information and submit transactions as instructed by the Merchant for settlement purposes.

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**Internet Processing and Electronic Files**

The Contractor shall work with the State's application development partners to integrate a payment interface, such as a web storefront or licensing application, with their credit card processing services over the Internet, as required by each Agency.

**Processing Equipment**

- Upon conversion to the BAMS-preferred platform, Contractor shall maintain an inventory of the processing methods and all equipment used at each merchant location.
- Both IP and/or analog lines shall be supported for terminals.

**Other Services**

- **Point-to-point Encryption (P2PE)**  
The Contractor shall have the capability to provide Point-to-point Encryption services. Said services shall be available upon the request of the State, and shall be implemented according to a mutually agreed upon schedule. The fees for these services shall be according to the rate schedule(s) set forth within Exhibit B.
- **Tokenization Technology**  
The Contractor shall have the capability to provide Tokenization services. Said services shall be available upon the request of the State, and shall be implemented according to a mutually agreed upon schedule. The fees for these services shall be according to the rate schedule(s) set forth within Exhibit B.
- **EMV Chip technology**  
The Contractor shall have the capability to provide EMV Chip processing services, inclusive of the ability to purchase terminals with EMV Chip technology. Said services shall be available upon the request of the State, and shall be implemented according to a mutually agreed upon schedule. The fees for these services shall be according to the rate schedule(s) set forth within Exhibit B.
- **Mobile solutions**
  1. The Contractor shall have a mobile solution that can be used to take payments at various events using a mobile Wireless terminal or other device. The Wireless device may have access to a secure WiFi Network following all PCI Requirements. Said services shall be available upon the request of the State, and shall be implemented according to a mutually agreed upon schedule. The fees for these services shall be according to the rate schedule(s) set forth within Exhibit B.
  2. The Contractor shall have a mobile application that can be used on a Smart Phone to take payments at various events. The application shall

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be PCI Compliant. Said services shall be available upon the request of the State, and shall be implemented according to a mutually agreed upon schedule. The fees for these services shall be according to the rate schedule(s) set forth within Exhibit B.

**Stored Value Cards**

1. Contractor shall be able to process existing Bin ranges and number scheme.
2. Contractor shall work with the State and the current Contractor to move all outstanding stored value information from the current system to the new system and honor it;
3. The estimated 553,260 stored value cards in the Liquor Commission's current inventory that have yet to be activated shall be utilized by Contractor who will exhaust the current inventory and then any new orders shall be placed by Contractor.
4. Contractor shall be able to work with the State and State's business partners for special gift card promotions.

**MERCHANT ACCOUNTS AND HIERARCHY**

The Contractor shall maintain the State's current multiple tier merchant hierarchy. At a minimum, these tiers shall include:

**Corporate Merchant ID:** State of New Hampshire – All Chain Merchant IDs fall under this Corporate Merchant ID.

**Chain Merchant ID:** A State Agency's main Merchant ID – All outlet or merchant locations IDs for the Agency fall under this chain merchant ID. Generally an Agency shall have one of these.

**Merchant:** Each outlet (Merchant location) usually has its own merchant number under the Agency's chain merchant ID. Generally an Agency shall have one or more of these merchant IDs.

The Contractor may supplement this basic scheme in order to facilitate invoicing and reporting. The Contractor may propose an alternative hierarchy scheme as long as it maintains the State's ability to conduct ad hoc reporting and special invoicing.

The merchant hierarchy shall be used for reporting and the generation of statements and invoices. Each Agency / chain Merchant shall receive a monthly statement detailing all sales, processing and interchange fees. All charges and fees for individual Chain / Agencies are to be deducted from the designated account once monthly as outlined herein.

The Contractor shall establish and maintain all merchant accounts including both merchant identification numbers (MIDs) and terminal identification numbers (TIOs). Accounts shall be established and ready for activation within 10 business days of receiving a Merchant ID Request Form from the State's project manager within the Department of Administrative Services (DAS).

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**Merchant Card Services.**

The Contractor shall provide the Project Manager with MIDs and TIDs when the accounts are established. All requests must come through the DAS Merchant Card Services. No Agency shall be allowed to directly submit a Merchant ID request to create, terminate or modify an existing Merchant ID. All Merchant ID request are reviewed and approved by the Department of Administrative Services, the Department of Information Technology and the Treasury Department prior to being submitted to the Contractor.

**Numeric Structure and File Formats**

The Contractor must provide the numeric structure and file formats of the credit card numbers for each major card type, (for both retail and Internet), as well any pending or known developments in standards external to the Contractor's organization related to security and fraud prevention.

**Separate Merchant Numbers**

The Contractor must allow separate merchant numbers to be available for different merchant within the Agency structure.

**Compliance**

The Contractor must be in compliance with all applicable electronic payment regulations regarding the use of transaction type indicators.

**Commitment**

The Contractor must be committed to providing the highest level of electronic payment processing services.

**REPORTING REQUIREMENTS**

Reports are required throughout the term of the contract. Vendor shall provide monthly Sales Reports to the Bureau of Purchase and Property Merchant Card Services, and the Department of the Treasury. One report must provide an accurate accounting of monthly and year to date Sales and Transaction volume per electronic payment type for each merchant id and totaled for each Agency, institution and political sub-division in service. A Second report must provide an accurate accounting of monthly and year to date fees for each merchant id separated by fee type.(processing fee, authorization fee, interchange fees, etc.) and totaled for each Agency, institution and political sub-division in service. The State reserves the right to change or modify the information requested in these reports, as it deems necessary. This report is to include equipment and method of processing for each merchant id. Contractor will make this available as Customer locations are boarded to the BAMS preferred platform.

These Reports will be due by the 10<sup>th</sup> business day of each month, for the previous month. Failure to provide these monthly reports in a timely manner may be considered an event of default of the contract and may lead to termination proceedings as specified above.

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Vendors must also have the capability to provide special reports as Requested by Individual Agencies. The ability of the state to retrieve Reports using an online tool would be highly desirable.

Failure to provide these reports as requested and in a timely manner, will constitute an event of default as specified above.

**5. CUSTOMER SUPPORT SERVICES**

The Contractor shall provide complete customer support inclusive of the following:

**Account Management**

The Contractor shall provide a single point of contact for the State or its representative. This point of contact, shall meet quarterly with appropriate State Officials (e.g., Treasury - Liquor - DRED - Safety - DoIT etc) to review and discuss past and future performance issues. All Inquiries from the State shall receive a response within twenty-four (24) hours or the next business day.

**Setup and Training**

The Contractor shall provide adequate training to Agency personnel when setting up a new merchant Id. This training shall include, but not be limited to, overview of merchant PCI requirements and important procedures for processing that minimize costs to the State.

**Updates of credit card association requirements**

The Contractor shall notify on a timely basis the designated State contact of all updates in requirements mandated by the credit card associations.

**Ongoing training and monitoring**

The Contractor shall provide quarterly training and monitoring of Agency merchants relative to security, self-audits and processing. This ongoing training and monitoring shall include, but is not limited to information relative to industry best practices, security, fraud and suggestions for improvement. The quarterly training shall be on-site or via a webinar format at no additional cost to the State.

**Semi-annual business review meeting**

The Contractor shall provide a semi-annual business review meeting to provide information and guidance on the Agencies performance including, but not limited to, processing, chargebacks, interchange rates, and suggestions on how and where the Agencies could improve performance.

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Semi-annual business review meetings shall be on-site at a State location at no additional cost to the State.

**STATE OF NEW HAMPSHIRE'S DEDICATED MERCHANT CARD SERVICES**

All Agency or Non-Agency requests for new services or modifications to existing services shall come through the Department of Administrative Services Merchant Card Services prior to any changes. The Contractor shall comply with this request and work with DAS Merchant Card Services to implement new services or modifications.

DAS Merchant Card Services shall be the primary contact for all services. No Agency or Non-Agency may request services or modification without the assistance of DAS Merchant Card Services. If any State Agency or Non-Agency contacts the Contractor for any changes to existing services or request for new services they shall be directed back to the State's Merchant Card Services team. This applies to all of the following, but is not limited to, new Merchant ID Requests, Access to any and all Reporting Systems, Virtual Terminals, Equipment Requests, new services, modification to current services and termination of services.

**TRANSFER OF SERVICES AFTER TERM**

The Contractor shall assist in the coordination of the transfer of services upon expiration of this contract ensuring that the State is not without service for any period of time during the transfer of services. The Contractor shall work with any new Contractor and allow for a three (3) month conversion period after contract end.

**6. AGENCY SPECIFIC REQUIREMENTS**

The State has multiple "lines of business", each of which may have their own unique requirements and processes using differing environments. These processes occur geographically throughout the State as well via internet tools. The Contractor shall accommodate those individual needs and provide acceptable solutions.

**Agency Software, System or Equipment Replacement or Upgrades**

Agencies software, system or equipment may be replaced or upgraded from time to time. The Contractor shall accommodate any and all software, system and equipment upgrades or replacements. The Contractor shall assist with all replacements and upgrades to ensure a successful set up and transition.

**7. SUPPLIES**

Contractor shall provide to all Merchants: credit card slips, signage, and manual imprinters at no additional charge.

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**EXHIBIT A-2 AGENCY IDENTIFICATION TABLE**

The Contractor shall provide the Services required under the Contract to Merchants designated by the State in Table 1 below. Notwithstanding any provision of this Contract to the contrary, the State may modify Table 1 to add or delete individual Merchants, at its sole discretion and at any time during the Term.

TABLE 1

CBA Name	DBA Street	DBA City	DBA State	DBA ZIP	Level
STATE OF NEW HAMPSHIRE	25 CAPITOL STREET, RM 212	CONCORD	NH	03301	CORPORATE LEVEL
<b>Liquor Commission Merchant Locations</b>					
NH LIQUOR COMM #99	50 STORRS ST.	CONCORD	NH	03301	MERCHANT LEVEL
NH LIQUOR STORE #01	80 STORRS ST, AMES PLAZA	CONCORD	NH	03302	MERCHANT LEVEL
NH LIQUOR STORE #02	813 GULF ROAD	WEST CHESTERFIELD	NH	03468	MERCHANT LEVEL
NH LIQUOR STORE #03	1 AIRPORT ROAD, STE #205	MANCHESTER	NH	03103	MERCHANT LEVEL
NH LIQUOR STORE #04	1271 HOOKSETT RD	HOOKSETT	NH	03108	MERCHANT LEVEL
NH LIQUOR STORE #05	17 PLEASANT ST.	BERLIN	NH	03570	MERCHANT LEVEL
NH LIQUOR STORE #06	800 ISLINGTON STREET	PORTSMOUTH	NH	03801	MERCHANT LEVEL
NH LIQUOR STORE #07	588 MEADOW STREET	LITTLETON	NH	03561	MERCHANT LEVEL
NH LIQUOR STORE #08	345 WASHINGTON ST RTE 103	CLAREMONT	NH	03743	MERCHANT LEVEL
NH LIQUOR STORE #09	47 CHESTNUT STREET	DOVER	NH	03820	MERCHANT LEVEL
NH LIQUOR STORE #10	309 LINCOLN ST STE 309	MANCHESTER	NH	11111	MERCHANT LEVEL
NH LIQUOR STORE #11	12 CENTERRA PARKWAY	LEBANON	NH	03788	MERCHANT LEVEL
NH LIQUOR STORE #12	RT 15 @ SENTERS MP U 1	CENTER HARBOR	NH	03228	MERCHANT LEVEL
NH LIQUOR STORE #13	5 SOMERSWORTH PLAZA	SOMERSWORTH	NH	03878	MERCHANT LEVEL
NH LIQUOR STORE #14	11 AC MALL ROUTE 125	ROCHESTER	NH	03867	MERCHANT LEVEL
NH LIQUOR STORE #15	29 RALSTON ROAD	KEENE	NH	03431	MERCHANT LEVEL
NH LIQUOR STORE #16	1 FOREST ST.	WOODSVILLE	NH	03785	MERCHANT LEVEL
NH LIQUOR STORE #17	880 CENTRAL ST	FRANKLIN	NH	03235	MERCHANT LEVEL
NH LIQUOR STORE #18	151 MAIN STREET	COLEBROOK	NH	03376	MERCHANT LEVEL

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NH LIQUOR STORE #18	25 TENNEY MT HWY	PLYMOUTH	NH	03294	MERCHANT LEVEL
NH LIQUOR STORE #20	23 MANCHESTER RD STE 5	DERRY	NH	03080 052	MERCHANT LEVEL
NH LIQUOR STORE #21	ONE JAFFREY RTE202 STE 1	PETERBOROUGH	NH	03458	MERCHANT LEVEL
NH LIQUOR STORE #22	44A ROUTE 13	BROOKLINE	NH	03003	MERCHANT LEVEL
NH LIQUOR STORE #23	234 WHITE MOUNTAIN HWY #9	CONWAY	NH	03818	MERCHANT LEVEL
NH LIQUOR STORE #24	82 JOHN STARK HWY.	NEWPORT	NH	03773	MERCHANT LEVEL
NH LIQUOR STORE #25	KINGS HWY PLZA KINGS HWY	STRATHAM	NH	03833	MERCHANT LEVEL
NH LIQUOR STORE #26	PO BOX 42 ROUTE 3	GROVETON	NH	03582	MERCHANT LEVEL
NH LIQUOR STORE #27	300 MAIN STREET	NASHUA	NH	03080	MERCHANT LEVEL
NH LIQUOR STORE #28	RTE 1A OCEAN BLVD	SEABROOK	NH	03874	MERCHANT LEVEL
NH LIQUOR STORE #29	100 LANCASTER ROAD	WHITEFIELD	NH	03598	MERCHANT LEVEL
NH LIQUOR STORE #30	189 ELM STREET RTE 101 W	MILFORD	NH	03055	MERCHANT LEVEL
NH LIQUOR STORE #31	885 HANOVER STREET	MANCHESTER	NH	03104	MERCHANT LEVEL
NH LIQUOR STORE #32	40 NORTHWEST BLVD.	NASHUA	NH	03083	MERCHANT LEVEL
NH LIQUOR STORE #33	31 KAMEL DRIVE	MANCHESTER	NH	03104	MERCHANT LEVEL
NH LIQUOR STORE #34	417 SOUTH BROADWAY	SALEM	NH	03079	MERCHANT LEVEL
NH LIQUOR STORE #35	HILLSBORO CNTR PO BX 183	HILLSBORO	NH	03244	MERCHANT LEVEL
NH LIQUOR STORE #36	80 PETERBOROUGH ST.	JAFFREY	NH	03452	MERCHANT LEVEL
NH LIQUOR STORE #37	198A MAIN ST.	LANCASTER	NH	03584	MERCHANT LEVEL
NH LIQUOR STORE #38	805 US HWY 1 BYPASS	PORTSMOUTH	NH	03801	MERCHANT LEVEL
NH LIQUOR STORE #38	35 CENTER STREET	WOLFEBORO FALLS	NH	03896	MERCHANT LEVEL
NH LIQUOR STORE #40	32 AMES PLAZA LANE	WALPOLE	NH	03608	MERCHANT LEVEL
NH LIQUOR STORE #41	LAFAYETTE BLVD PO BX 238	SEABROOK	NH	03874	MERCHANT LEVEL
NH LIQUOR STORE #42	71 ROUTE 104 OLD PRV	MEREDITH	NH	03253	MERCHANT LEVEL
NH LIQUOR STORE #43	ROUTE 11 TAPPAN STREET	FARMINGTON	NH	03835	MERCHANT LEVEL
NH LIQUOR STORE #44	20 LAKE STREET	BRISTOL	NH	03222	MERCHANT LEVEL
NH LIQUOR STORE #45	18 WATER STREET	PITTSFIELD	NH	03283	MERCHANT LEVEL
NH LIQUOR STORE #48	48 NORTH MAIN STREET	ASHLAND	NH	03217	MERCHANT LEVEL
NH LIQUOR STORE #47	NO. WOODSTOCK PLZ BOX 11	NORTH WOODSTOCK	NH	03282	MERCHANT LEVEL
NH LIQUOR STORE #48	ROUTE 118 BOX 114	KIMSDALE	NH	03451	MERCHANT LEVEL
NH LIQUOR STORE #49	32 PLAINSTOW RD # 2A	PLAINSTOW	NH	03852 804	MERCHANT LEVEL

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NH LIQUOR STORE #50	9 GATE MALL 269 OW HWY	NASHUA	NH	03080	MERCHANT LEVEL
NH LIQUOR STORE #51	ROUTE 38 PO BOX 10	PELHAM	NH	03078	MERCHANT LEVEL
NH LIQUOR STORE #52	159 MAIN STREET	GORNAM	NH	03581	MERCHANT LEVEL
NH LIQUOR STORE #53	212 LOWELL RD	MUOSON	NH	03051	MERCHANT LEVEL
NH LIQUOR STORE #54	SHOPADE CTR PO BOX 166	GLEN	NH	03636	MERCHANT LEVEL
NH LIQUOR STORE #55	BEDFORD GROVE PLAZA COLD	BEDFORD	NH	03102	MERCHANT LEVEL
NH LIQUOR STORE #56	9 LAKE SHORE DR UNIT #1	GILFORD	NH	03248	MERCHANT LEVEL
NH LIQUOR STORE #57	349 RTE 168	CENTER OSSISPEE	NH	03814	MERCHANT LEVEL
NH LIQUOR STORE #58	605 MAST ROAD	COFFSTOWN	NH	03102	MERCHANT LEVEL
NH LIQUOR STORE #59	336 OW HIGHWAY	MERRIMACK	NH	11111	MERCHANT LEVEL
NH LIQUOR STORE #60	10 BENNING DRIVE 12A	WEST LEBANON	NH	03784	MERCHANT LEVEL
NH LIQUOR STORE #61	ROUTE 12 & 119 PO BX 111	FITZWILLIAM	NH	03447	MERCHANT LEVEL
NH LIQUOR STORE #62	ROUTE 27 RFD 7	RAYMOND	NH	03077	MERCHANT LEVEL
NH LIQUOR STORE #63	SUITE 1 20 WARMACK ROAD	WINCHESTER	NH	11111	MERCHANT LEVEL
NH LIQUOR STORE #64	ROUTE 11 PO BOX 454	NEW LONDON	NH	03257	MERCHANT LEVEL
NH LIQUOR STORE #65	25 WINTHROP ROAD	CAMPTON	NH	03223	MERCHANT LEVEL
NH LIQUOR STORE #66	193 NORTH ROUTE 3A	HOOKSETT	NH	03108	MERCHANT LEVEL
NH LIQUOR STORE #67	193 S 25 SPRINGER ROAD	HOOKSETT	NH	03108	MERCHANT LEVEL
NH LIQUOR STORE #68	LAFAYETTE RD VILLAGE CTR	NORTH HAMPTON	NH	03862	MERCHANT LEVEL
NH LIQUOR STORE #69	27 COLISEUM AVENUE	NASHUA	NH	03083	MERCHANT LEVEL
NH LIQUOR STORE #70	RTE 12 TROY RD	SWANZEY	NH	03431	MERCHANT LEVEL
NH LIQUOR STORE #71	89 CALEF HIGHWAY	LEE	NH	03824	MERCHANT LEVEL
NH LIQUOR STORE #72	100 FORT EDDY ROAD	CONCORD	NH	03301	MERCHANT LEVEL
NH LIQUOR STORE #73	185 SOUTH PO BOX 1993	HAMPTON	NH	03843	MERCHANT LEVEL
NH LIQUOR STORE #74	34 NASHUA RD.	LONDONDERRY	NH	03053	MERCHANT LEVEL
NH LIQUOR STORE #75	15 OLD STATE ROAD UNIT 1	BELMONT	NH	03220	MERCHANT LEVEL
NH LIQUOR STORE #76	195 NORTH PO BOX 2881	HAMPTON	NH	11111	MERCHANT LEVEL
NH LIQUOR STORE #77	360 STATE ROUTE 202	RINDGE	NH	03481	MERCHANT LEVEL
NH LIQUOR STORE #78	418 EMERSON AVE	HAMPSTEAD	NH	03841	MERCHANT LEVEL
NH LIQUOR STORE #88	25 STORRS ST	CONCORD	NH	03301	MERCHANT LEVEL
SY OF NH - LIQUOR COMMS	25 CAPITOL STREET	CONCORD	NH	03301	CHAIN LEVEL

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Department of Safety Merchant Locations					
NH DOS DMV BERLIN	551 GORHAM ROAD	GORHAM	NH	03381	MERCHANT LEVEL
NH DOS DMV CLAREMONT	DMV OFFC MLL #1 WATER ST	CLAREMONT	NH	03743	MERCHANT LEVEL
NH DOS DMV DOVER POINT	50 BOSTON HARBOR	NEWINGTON	NH	03801	MERCHANT LEVEL
NH DOS DMV EPPING	ROUTE 125	EPPING	NH	03042	MERCHANT LEVEL
NH DOS DMV KEENE	ROUTE 9	KEENE	NH	03431	MERCHANT LEVEL
NH DOS DMV MANCHESTER	377 SOUTH WILLOW ST.	MANCHESTER	NH	03103	MERCHANT LEVEL
NH DOS DMV MILFORD	4 MEADOW BROOK DR	MILFORD	NH	03055	MERCHANT LEVEL
NH DOS DMV NASHUA	110 BROAD ST	NASHUA	NH	03060	MERCHANT LEVEL
NH DOS DMV SALEM	33 GEREMONTY DR	SALEM	NH	03079	MERCHANT LEVEL
NH DOS DMV TAMWORTH	ROUTE 18	TAMWORTH	NH	03889	MERCHANT LEVEL
NH DOS DMV TWIN MTN	ROUTE 302	TWIN MOUNTAIN	NH	03585	MERCHANT LEVEL
NH DOS FR TICKETS 18	23 HAZEN DRIVE	CONCORD	NH	03887	MERCHANT LEVEL
NH DOS LEBANON SALVAGE	410 MIRACLE MILE EMS BLDG	LEBANON	NH	03766	MERCHANT LEVEL
NH DOS MP GILFORD	31 DOCK RD	GILFORD	NH	03246	MERCHANT LEVEL
NH DOS ONLINE ORLIC RENE	23 HAZEN DR	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS ONLINE ELECTRIC	110 SMOKEY BEAR BLVD	CONCORD	NH	03301	MERCHANT LEVEL
NH DOS SP DOVER POINT	50 BOSTON HARBOR	DOVER	NH	03870	MERCHANT LEVEL
NH DOS SP KEENE	ROUTE 9	KEENE	NH	03431	MERCHANT LEVEL
NH DOS SP MANCHESTER	377 S WILLOW ST	MANCHESTER	NH	03103	MERCHANT LEVEL
NH DOS SP TAMWORTH	ROUTE 18	TAMWORTH	NH	03888	MERCHANT LEVEL
NH DOS SP TWIN MTN	ROUTE 302	TWIN MOUNTAIN	NH	03585	MERCHANT LEVEL
NH DOS STATE POLICE	33 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS TWIN MTN LICENSING	RT 302	TWIN MOUNTAIN	NH	03585	MERCHANT LEVEL
NH DOS BUSINESS OFFICE CON	18 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS CONCORD RIOR	33 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS F.R. CONCORD	23 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS FR INTERNET	23 HAZEN DR	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS I.R.P. CONCORD	23 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS LIC N HAVERHILL	RT 10 CRTN CNTY CRT HSE	NORTH HAVERHILL	NH	03774	MERCHANT LEVEL
NH DOS LIC CLAREMONT	DMV OFFC MLL #1 WATER ST	CLAREMONT	NH	03743	MERCHANT LEVEL

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NH DOSLICCOLEBROOK	TOWN HALL 10 BRIDE ST	COLEBROOK	NH	03578	MERCHANT LEVEL
NH DOSLICCONCORD	33 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOSLICEPPING	ROUTE 125	EPPING	NH	03042	MERCHANT LEVEL
NH DOSLICKEENE	ROUTE 8	KEENE	NH	03431	MERCHANT LEVEL
NH DOSLICLACONIA	BELKNAP MALL/ROUTE 3	BELMONT	NH	03270	MERCHANT LEVEL
NH DOSLICLEBANON	ROUTE 4	LEBANON	NH	03768	MERCHANT LEVEL
NH DOSLICMANCHSTR	377 S. WILLOW STREET	MANCHESTER	NH	03103	MERCHANT LEVEL
NH DOSLICMERRIMACK	HARRIS POND OFFC PKRT 3	MERRIMACK	NH	03054	MERCHANT LEVEL
NH DOSLICMILFORD	4 MEADOW BROOK DR	MILFORD	NH	03055	MERCHANT LEVEL
NH DOSLCSALEM	33 GERE MONTY DR	SALEM	NH	03078	MERCHANT LEVEL
NH DOSLIC TAMWORTH	ROUTE 18	TAMWORTH	NH	03285	MERCHANT LEVEL
NH DOSMARDINE PATROL	31 DOCK ROAD	GILFORD	NH	03249	MERCHANT LEVEL
NH DOS TITILECONCORD	10 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH FIRE SAFETY	110 SMOKEY BEAR BLVD	CONCORD	NH	03305	MERCHANT LEVEL
NH FIRE STANDARDS TRAINING	88 SMOKEY BEAR BLVD	CONCORD	NH	03301	MERCHANT LEVEL
NH SOALICOOVER PNT	30 BOSTON HARBOR	NEWINGTON	NH	03801	MERCHANT LEVEL
NH-DEPARTMENT OF SAFETY	10 HAZEN DR.	CONCORD	NH	03305	CHAIN LEVEL
NH DOS CALL CTR CONCORD	23 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS CALL CTR TICKET 10	23 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS REG CONCORD	23 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS WINDHAM SCALES	83 SOUTHBOUND	WINDHAM	NH	03087	MERCHANT LEVEL
<b>Department of Agriculture Merchant Locations</b>					
NH DEPT OF AGR MKTS-FOOD	PO BOX 2042	CONCORD	NH	03302	CHAIN LEVEL
NH DEPT OF AGR ONLINE	25 CAPITOL ST.	CONCORD	NH	03301	MERCHANT LEVEL
<b>Department of Resources and Economic Development</b>					
BEAR BROOK STATE PARK	137 Deerfield Road	Aberdeen	NH	03275	MERCHANT LEVEL
CRAWFORD NOTCH STATE	2037 US RT. 302	HARTS LOCATION	NH	03812	MERCHANT LEVEL
DN OF PARKS GR. SOW POND	545 Dublin Road	Jerry	NH	03453	MERCHANT LEVEL
DREO HAMPTON METERS	180 Ocean Blvd	HAMPTON	NH	03871	MERCHANT LEVEL
DREO JERICHO STATE PARK	Jericho Lake Rd	Berlin	NH	03570	MERCHANT LEVEL
DREO WALLIS SANDS STATE	800 Ocean Blvd	Rye	NH	03470	MERCHANT LEVEL
ECHO LAKE/CANNON	852 US RTE 3	Lincoln	NH	03251	MERCHANT

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					LEVEL
ELLACOMA STATE PARK	280 Scenic Drive	Gilford	NH	03248	MERCHANT LEVEL
FROST FARM SITE	R728	Derry	NH	03038	MERCHANT LEVEL
GREENFIELD STATE PARK	52 Campground Rd	Greenfield	NH	03047	MERCHANT LEVEL
HAMPTON PAVILION RETAIL	180 Ocean Blvd	Hampton	NH	03871	MERCHANT LEVEL
HAMPTON STATE PARK	2 Ocean Blvd	Hampton	NH	03871	MERCHANT LEVEL
HAMPTON METERS	180 Ocean Blvd	Hampton	NH	03871	MERCHANT LEVEL
LAFAYETTE PLACE CAMPGROU	11 Franconia Notch	FRANCONIA	NH	03580	MERCHANT LEVEL
LAKE FRANCIS STATE PARK	439 River Road	Pittsburg	NH	03592	MERCHANT LEVEL
MONAHOCK STATE PARK	180 POOLE ROAD	JAFFREY	NH	03452	MERCHANT LEVEL
MT WASHINGTON STATE PARK	PO BOX 0	Gorham	NH	03302	MERCHANT LEVEL
NH DEPT OF PARKS & REC	172 PEMBROKE RD	CONCORD	NH	03302	CHAIN LEVEL
NH DRED NAT HERITAGE B	172 PEMBROKE RD	CONCORD	NH	03302	MERCHANT LEVEL
NH FORESTRY DEPT RES &	172 PEMBROKE RD	CONCORD	NH	03302	MERCHANT LEVEL
NH STATE PARKS MO	172 PEMBROKE RD	CONCORD	NH	03302	MERCHANT LEVEL
PAWTUCKAWAY STATE PARK	128 Mountain Rd	Nortingham	NH	03280	MERCHANT LEVEL
SUNAPEE BEACH STATE PK	1480 RTE 103	Newbury	NH	03255	MERCHANT LEVEL
UMBAGOG STATE PARK	Upton Rd (RT 28)	Errol	NH	03579	MERCHANT LEVEL
WEEKS HISTORIC SITE	08 RTE 3	Lancaster	NH	03584	MERCHANT LEVEL
WENTWORTH MANSION SITE	375 Little Harbor RD	Portsmouth	NH	03020	MERCHANT LEVEL
WHITE LAKE STATE PARK	1832 White Mt Hwy	TAMMORTH	NH	03890	MERCHANT LEVEL
<b>Department of Environmental Services</b>					
DEPT ENVIRONMENTAL SVCS	28 MAZEN DRIVE	CONCORD	NH	03301	CHAIN LEVEL
DES-PIP	29 MAZEN DRIVE	CONCORD	NH	03301	MERCHANT LEVEL
DES-RIMS	29 MAZEN DRIVE	CONCORD	NH	03301	MERCHANT LEVEL
<b>Department of Fish &amp; Game</b>					
NH FISH & GAME DEPT.	11 MAZEN DRIVE	CONCORD	NH	03301	CHAIN LEVEL
NH FISH & GAME DEPTMENT	11 MAZEN DRIVE	CONCORD	NH	03301	MERCHANT LEVEL
<b>Department of Corrections</b>					
NH CORRECTIONAL INDUSTRIES	312 NORTH STATE STREET	CONCORD	NH	03301	CHAIN LEVEL
NH CORRECTIONAL INDUSTRIES	312 NORTH STATE STREET	CONCORD	NH	03301	MERCHANT LEVEL
<b>State House Visitor Center</b>					

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NH VISITORS CENTER	107 N. MAIN ST. RM 118	CONCORD	NH	03301	MERCHANT LEVEL
NH VISITORS CENTER	107 N MAIN ST. 0118	CONCORD	NH	03305	CHAIN LEVEL
<b>Administrative Office of the Courts</b>					
10TH CIRC BRENTWOOD FD	10 ROUTE 125	BRENTWOOD	NH	03833	MERCHANT LEVEL
10TH CIRC CANDIA DIST	118 RAYMOND ROAD	CANDIA	NH	03034	MERCHANT LEVEL
10TH CIRC DERRY DISTRICT	18 COURTHOUSE LN	DERRY	NH	03038	MERCHANT LEVEL
10TH CIRC HAMPTON DIST	120 LEDGE RD	SEABROOK	NH	03874	MERCHANT LEVEL
10TH CIRC PLAISTOW DIST	14 ELM ST	PLAISTOW	NH	038852 207	MERCHANT LEVEL
10TH CIRC PORTSM DIST	111 PARROTT AVENUE	PORTSMOUTH	NH	03801	MERCHANT LEVEL
10TH CIRC PROBATE DIV	10 ROUTE 125	BRENTWOOD	NH	03833	MERCHANT LEVEL
10TH CIRC SALEM DIST	35 GEREMONTY DRIVE	SALEM	NH	03079	MERCHANT LEVEL
10TH CIRCUIT EXETER DIS	10 ROUTE 125	BRENTWOOD	NH	03833	MERCHANT LEVEL
1ST CIRC BERLIN DISTRIC	690 MAIN ST STE 100	BERLIN	NH	035702 471	MERCHANT LEVEL
1ST CIRC COLEBROOK DIST	C/O 55 SCHOOL ST STE 201	LANCASTER	NH	035840 000	MERCHANT LEVEL
1ST CIRC LANCASTER DIS	55 SCHOOL ST. STE 201	LANCASTER	NH	03584	MERCHANT LEVEL
1ST CIRC LANCASTER FD	55 SCHOOL STREET STE 201	LANCASTER	NH	03584	MERCHANT LEVEL
1ST CIRC PROBATE DIV	55 SCHOOL ST #104	LANCASTER	NH	03584	MERCHANT LEVEL
2ND CIRC HAVERHILL DIST	3785 OC HIGHWAY, BOX 10	NORTH HAVERHILL	NH	03774	MERCHANT LEVEL
2ND CIRC HAVERHILL FD	3785 DARTMOUTH COLLEGE	NORTH HAVERHILL	NH	03774	MERCHANT LEVEL
2ND CIRC LEBANON DIST	38 CENTERRA PARKWAY	LEBANON	NH	03766	MERCHANT LEVEL
2ND CIRC LITTLETON DIST	134 MAIN STREET	LITTLETON	NH	03561	MERCHANT LEVEL
2ND CIRC PLYM FAMILY DI	28 GREEN ST	PLYMOUTH	NH	03264	MERCHANT LEVEL
2ND CIRC PLYMOUTH DIST	28 GREEN STREET	PLYMOUTH	NH	03264	MERCHANT LEVEL
2ND CIRC PROBATE DIV	3785 PORTMOUTH COLLEGE HWY #3	NORTH HAVERHILL	NH	03774	MERCHANT LEVEL
3RD CIRC CONWAY DIST	BOX 840	CONWAY	NH	03818	MERCHANT LEVEL
3RD CIRC OSSIPEE DIST	88 WATER VILLAGE RD #2	OSSIPEE	NH	03884	MERCHANT LEVEL
3RD CIRCUIT PROBATE DIV	88 WATER VILLAGE RD #1	OSSIPEE	NH	03884	MERCHANT LEVEL
4TH CIRC LACONIA	28 ACADEMY STREET	LACONIA	NH	03248	MERCHANT LEVEL
4TH CIRC PROBATE DIV	64 COURT ST	LACONIA	NH	03248	MERCHANT LEVEL
5TH CIRC CLAREMONT DIST	1 POLICE CT STE 2	CLAREMONT	NH	037433 628	MERCHANT LEVEL
5TH CIRC CLAREMONT FD	1 POLICE COURT SUITE 2	CLAREMONT	NH	03743	MERCHANT LEVEL
5TH CIRC NEWPORT DIST	55 MAIN STREET	NEWPORT	NH	03773	MERCHANT LEVEL

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5TH CIRC NEWPORT FD	35 MAIN STREET #2	NEWPORT	NH	03777	MERCHANT LEVEL
5TH CIRC PROBATE DIV	14 MAIN ST	NEWPORT	NH	03773	MERCHANT LEVEL
6TH CIRC MERRIMACK FD	41 LIBERTY HILL RD #2	MERRIMACK	NH	03242	MERCHANT LEVEL
6TH CIRC HILLSBORO DIST	15 ANTRIM ROAD	HILLSBOROUGH	NH	03244	MERCHANT LEVEL
6TH CIRC HOOKSETT DIST	101 MERRIMACK STREET	HOOKSETT	NH	03109	MERCHANT LEVEL
6TH CIRC HOOKSETT FD	101 MERRIMACK ST.	HOOKSETT	NH	03108	MERCHANT LEVEL
6TH CIRC MERRIMACK DIS	BABASIC RD. BOX 324	MERRIMACK	NH	03054	MERCHANT LEVEL
6TH CIRC PROBATE DIV	163 NO MAIN ST	CONCORD	NH	03301	MERCHANT LEVEL
6TH CIRCUIT CONCORD DIS	32 CLINTON ST	CONCORD	NH	033010-000	MERCHANT LEVEL
6TH CIRCUIT FRANKLIN DIS	7 MANCOCK TERRACE	FRANKLIN	NH	03235	MERCHANT LEVEL
7TH CIRC DOVER DISTRICT	25 ST THOMAS STREET	DOVER	NH	03820	MERCHANT LEVEL
7TH CIRC DOVER FD	25 ST THOMAS ST	DOVER	NH	03820	MERCHANT LEVEL
7TH CIRC PROBATE DIV	258 COUNTY FARM RD	DOVER	NH	038210-799	MERCHANT LEVEL
7TH CIRC ROCHESTER DIST	78 NORTH MAIN STREET	ROCHESTER	NH	03887	MERCHANT LEVEL
7TH CIRC ROCHESTER FD	258 COUNTY FARM ROAD	DOVER	NH	03821	MERCHANT LEVEL
8TH CIRC JAFFREY DIST	84 PETERBOROUGH ST	JAFFREY	NH	03452	MERCHANT LEVEL
8TH CIRC KEENE DIST	3 WASHINGTON ST, BOX 384	KEENE	NH	03431	MERCHANT LEVEL
8TH CIRC PROBATE DIV	12 COURT ST	KEENE	NH	03431	MERCHANT LEVEL
8TH CIRCUIT JAFFREY FD	84 PETERBOROUGH STREET	JAFFREY	NH	03452	MERCHANT LEVEL
8TH CIR MANCHESTER DIST	35 AMHERST ST	MANCHESTER	NH	03108	MERCHANT LEVEL
8TH CIRC GOFFSTOWN FD	329 MAST RD	GOFFSTOWN	NH	03045	MERCHANT LEVEL
8TH CIRC MANCHESTER FD	35 AMHERST STREET	MANCHESTER	NH	03101	MERCHANT LEVEL
8TH CIRC MERRIMACK FD	8 BABOOSIC LAKE RD	MERRIMACK	NH	030548-919	MERCHANT LEVEL
8TH CIRC MILFORD DIST.	180 ELM STREET	MILFORD	NH	03055	MERCHANT LEVEL
8TH CIRC NASHUA DIST	28 WALNUT STREET	NASHUA	NH	03060	MERCHANT LEVEL
8TH CIRCUIT NASHUA FAMILY	30 SPRING ST	NASHUA	NH	03061	MERCHANT LEVEL
8TH CIRCUIT NASHUA PROBATE	30 SPRING ST	NASHUA	NH	030610-387	MERCHANT LEVEL
BELKNAP SUPERIOR COURT	84 COURT ST	LACONIA	NH	03248	MERCHANT LEVEL
CARROLL CNTY SUPERIOR CRT	88 WATER VILLAGE RD BOX 3	OSSPEE	NH	03884	MERCHANT LEVEL
CHESHIRE CNTY SUPERIOR CRT	12 COURT ST	KEENE	NH	03431	MERCHANT LEVEL
COOS SUPERIOR COURT	33 SCHOOL ST #301	LAMCASTER	NH	03584	MERCHANT LEVEL

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FAMILY DIVISION AT LITTLE	134 MAIN ST	LITTLETON	NH	03561	MERCHANT LEVEL
GRAFTON CNTY SUPERIOR CRT	3785 DARTMOUTH COLL HWY	N HAVERTHILL	NH	03770	MERCHANT LEVEL
HILLSBOROUGH SUP CT N/ETH	300 CHESTNUT ST RM 104	MANCHESTER	NH	031012 433	MERCHANT LEVEL
HILLSBOROUGH SUP S	30 SPRING ST	NASHUA	NH	03081	MERCHANT LEVEL
MERRIMACK CNTYSUPCRT	183 NORTH MAIN ST	CONCORD	NH	03302	MERCHANT LEVEL
NH SUPREME COURT	1 NOBLE DR	CONCORD	NH	03301	MERCHANT LEVEL
ROCKINGHAM CNTY SUP CRT	10 ROUTE 125	BRENTWOOD	NH	03848	MERCHANT LEVEL
STATE OF NH COURTS	25 CAPITOL ST	CONCORD	NH	03301	CHAIN LEVEL
STRAFFORD CNTY SUP CRT	288 COUNTY FARM RD	DOVER	NH	03870	MERCHANT LEVEL
SULLIVAN CNTY SUPERIOR CRT	72 MAIN ST	NEWPORT	NH	03773	MERCHANT LEVEL
<b>Secretary of State</b>					
NH SEC OF STATE	107 N MAIN STREET RM 204	CONCORD	NH	03301	CHAIN LEVEL
NH SEC OF STATE CORP	107 N MAIN STREET RM 204	CONCORD	NH	033010 000	MERCHANT LEVEL
NH SEC OF STATE OTC	107 N MAIN STREET RM 204	CONCORD	NH	03301	MERCHANT LEVEL
NH SECRETARY OF STATE UCC	107 N MAIN STREET RM 204	CONCORD	NH	03301	MERCHANT LEVEL
<b>Board of Nursing</b>					
NH BOARD OF NURSING	19 SOUTH FRUIT ST/STE 16	CONCORD	NH	033012 431	MERCHANT LEVEL
NH BOARD OF NURSING	20 SOUTH FRUIT ST/STE 16	CONCORD	NH	033012 431	MERCHANT LEVEL
NH BOARD OF NURSING	21 SOUTH FRUIT ST/STE 16	CONCORD	NH	033012 431	CHAIN LEVEL
<b>Peace Development Authority</b>					
POA -DPH	535 MARKET ST	PORTSMOUTH	NH	03801	CHAIN LEVEL
POA-DPH	535 MARKET ST	PORTSMOUTH	NH	038010 368	MERCHANT LEVEL
POA-DPH-MARKET	535 MARKET STREET	PORTSMOUTH	NH	03801	MERCHANT LEVEL
<b>Joint Board of Licensure</b>					
BOARD OF ACCOUNTANCY VT	58 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF ARCHITECTS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF ARCHITECTS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF COURT REPORTERS	58 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF FORESTERS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF LAND SURVEYORS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF LAND SURVEYORS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF LANDSCAPE ARCH	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF M H	58 REGIONAL DR	CONCORD	NH	03301	MERCHANT

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INSTALLERS						LEVEL
BOARD OF NATURAL SCIENTI	57 REGIONAL DR	CONCORD	NH	03301		MERCHANT LEVEL
BOARD OF PROFESSIONAL EN	57 REGIONAL DR	CONCORD	NH	03301		MERCHANT LEVEL
BOARD OF PROFESSIONAL GE	57 REGIONAL DR	CONCORD	NH	03301		MERCHANT LEVEL
BOARD OF PROFESSIONAL ENGRS	57 REGIONAL DR	CONCORD	NH	03301		MERCHANT LEVEL
BOARD OF PROFESSIONAL GEOLGS	57 REGIONAL DR	CONCORD	NH	03301		MERCHANT LEVEL
JOINT BOARD NO	57 REGIONAL DR	CONCORD	NH	03301		CHAIN LEVEL
NH BOARD OF ACCOUNTANCY	57 REGIONAL DR	CONCORD	NH	03301		MERCHANT LEVEL
NH HOME INSPECTORS	57 REGIONAL DR	CONCORD	NH	03301		MERCHANT LEVEL
REAL ESTATE APPRAISERS	58 REGIONAL DR	CONCORD	NH	03301		MERCHANT LEVEL
<b>Department of Transportation</b>						
NH DEPT OF TRANSPORTATION	7 HAZEN DR	CONCORD	NH	03301		CHAIN LEVEL
NH DEPT TRANSPORTATION	7 HAZEN DR	CONCORD	NH	03302		MERCHANT LEVEL
<b>Department of Health and Human Services</b>						
NH DEPARTMENT OF HEALTH	PARADE ROAD	LACONNA	NH	03248		CHAIN LEVEL
NH DEPT HEALTH MULTIPLE OFF	105 PLEASANT ST	CONCORD	NH	03301		MERCHANT LEVEL
<b>Lottery Commission</b>						
NH LOTTERY	14 INTEGRA DR	CONCORD	NH	03302		MERCHANT LEVEL
NH LOTTERY HQ	14 INTEGRA DR	CONCORD	NH	03301		CHAIN LEVEL
STATE OF NH LOTTERY	14 INTEGRA DR	CONCORD	NH	03301		MERCHANT LEVEL
<b>Department of Education</b>						
DEPT OF EDUCATION	101 PLEASANT ST	CONCORD	NH	03301		MERCHANT LEVEL
DEPT OF EDUCATION	101 PLEASANT ST	CONCORD	NH	03301000		CHAIN LEVEL

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**EXHIBIT B: COMPENSATION**

The State shall pay the Contractor for the Services in accordance with the Rates set forth below in the Fee Schedule ("Schedule A"). Notwithstanding any provision in this Contract, and notwithstanding unexpected circumstances, in no event shall payments for Services furnished to the State under this Contract exceed the Total Price Limitation set forth in Section 1.8 of the Form P-37, which is twenty-five million dollars (\$25,000,000). The State shall not be responsible for any other fees, costs, expenses, or charges, including, but not limited to, travel or out of pocket expenses incurred in the furnishing of the Services under this Contract.

NOTWITHSTANDING ANYTHING IN THE AGREEMENT AND ANY ADDENDA TO THE CONTRARY, THE STATE'S CUMULATIVE LIABILITY, IN THE AGGREGATE (INCLUSIVE OF THE STATE'S LIABILITY UNDER SECTION 13(A) AND (B) OF EXHIBIT C, WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THE AGREEMENT AND ANY ADDENDA) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED TWENTY-FIVE MILLION DOLLARS (\$25,000,000); PROVIDED HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE FOLLOWING: (A) FRAUD; GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE STATE (B) VIOLATION OF APPLICABLE LAW OR CARD ORGANIZATION RULES BY THE STATE (INCLUDING ANY DATA COMPROMISE LOSSES); (C) THE STATE'S OBLIGATIONS TO PAY CONTRACTOR ANY AND ALL FEES PAYABLE UNDER THE AGREEMENT OR ANY ADDENDA, (D) THE STATE'S LIABILITY FOR CHARGEBACKS AND ADJUSTMENTS, (E) THE STATE'S LIABILITY FOR PAYMENT OF ANY AND ALL THIRD PARTY FEES AS DESCRIBED IN ANY ADDENDA AND INCLUDED ON EXHIBIT B OF THE AGREEMENT, OR (F) THE STATE'S LIABILITY UNDER SECTIONS 13 (i), (ii) AND (iii) OF EXHIBIT C.

**INVOICING**

Equipment, stored value card purchases and transaction charges will be reported separately for each State Agency. The State will make payment to the Contractor by authorizing a direct debit from a designated State account. The Contractor shall provide a detailed online statement for all monthly charges. The Contractor must be able to provide a monthly manual invoice for those Agencies that cannot have an automatic direct debit. Currently, only one Agency requires a monthly manual invoice - Health and Human Services, Office of Reimbursement. Any new agencies that require a monthly manual invoice must be approved by Contractor's credit and finance team.

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**PAYMENT AND NOTIFICATION**

- **Notification** - The Contractor shall notify the State in writing of any fees, assessments, dues, or other charges, including, but not limited to, increases and decreases, prior to them taking effect against the State. The State shall not be liable for any fees, fines, assessment or other charges that Contractor has not communicated to the State, in writing, and that have not been agreed to by the State prior to them taking effect against the State.
- **Contractor shall make available both on line and in printable form, detailed credit and debit rate schedules described in Exhibit B, Compensation.** All Merchants shall have access to this pricing and it shall be maintained current.
- **Payment** - The State shall pay Contractor by a direct debit from a designated Merchant Account one time per month.

**OVERPAYMENTS TO THE CONTRACTOR**

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon notice from the State.

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FEE SCHEDULE ("Schedule A")

Merchant Name:	State Of New Hampshire	Average Total Annual Volume:	\$68,000
Contract Term (Years):	3	Fee Collection Frequency:	Monthly
Transaction Method:	Card		
Pricing Method:	Interchange Plus		
Processing Fees:	*Authorized Fee for Amount after Average **Per Item Fee - For Surged Transactions ***The amount can be charged as a % of total gross dollar volume		
Card Type	Each Fee*	Per Item Fee**	Classroom Fee***
Visa	\$0.025	\$0.002	\$0.000
MasterCard	\$0.023	\$0.000	\$0.000
American Express	\$0.030	\$0.000	\$0.000
Discover Full Service	\$0.030	\$0.000	\$0.000
Discover Classic	\$0.030	\$0.000	\$0.000
Pre Auth	\$0.000	\$0.000	\$0.000
Per Occurrence Fees	Amount	Description	
Chargeback Fee	\$1.00	Per Chargeback	
ACH Reject Fee	\$25.00	Per ACH Returned Item	
ACH Deposit Fee	Waived	Per ACH Deposit	
3D Secure Surchage Fee	0.00%	% of \$ fee for each 3D Secure Transaction	
Voice AUTH/AVU Fee	\$6.33	Per Voice AUTH/AVU Item	
Monthly Fees			
Merchant Monthly Fee	\$11.00	Per Month per Wireless Device	
Lease Line Fee	\$76.30	Per Month per 7 Lines	
Additional Product Fees			
CC: CCard Additional Transaction Fee	\$0.025	Per CC Authorization Card Types	
CC: CCard Set Up Fee	Waived	Per CC MID Set Up	
CC: CCard Monthly Fee	Waived	Per Month per CC MID	
Cybersource SSB Additional Tran Fee	\$0.05	Per Cybersource Authorization Card Types	
Cybersource SSB Set Up Fee	\$25.00	Per Cybersource MID Set Up	
Cybersource SSB Monthly Fee	\$0.00	Per Month per Cybersource MID	
Cybersource SSC Additional Tran Fee	\$0.05	Per Cybersource Authorization Card Types	
Cybersource SSC Set Up Fee	\$25.00	Per Cybersource MID Set Up	
Cybersource SSC Monthly Fee	\$0.00	Per Month per Cybersource MID	
Shibach Additional Tran Fee	\$0.00	Per Shibach Authorization Card Types	
Shibach Set Up Fee	\$25.00	Per Shibach MID Set Up	
Shibach Monthly Fee	\$0.00	Per Month per Shibach MID	
Mobile Pay App Set Up Fee	\$10.00	Per User per Terminal ID	
Mobile Pay App Monthly Fee	\$25.00	Per User per Terminal ID	
Mobile Pay Web Set Up Fee	\$10.00	Per User per Terminal ID	
Mobile Pay Web Monthly Fee (Single User)	\$25.00	Per User per Terminal ID	
Mobile Pay Web Monthly Fee (Multi User)	\$25.00	Per Month per Terminal ID (3 users max)	
All telecommunications costs/Third Party Fees will be passed through to CUSTOMER.			
Interchange Schedule and Qualification Also include the Interchange Schedule(s)			
Merchant Card/Classic Interchange	SAMS, NYD, S12, 1, C, M1		
Pre Auth/ Switch and Interchange Fees	Not Applicable		

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**SCHEDULE A (CONTINUED)**

**PAYPOINT SERVICE FEES:**

Transaction Fees	Description	Amount
Consumer Payment Fee:	The amount charged for each consumer payment transaction that is processed using the PayPoint Services.	0.10
Summary Presentation Fee:	The amount charged for each summary bill presentation transaction that is processed using the PayPoint Services.	0.10
Virtual Terminal Fee:	The amount charged for each transaction that is processed using the PayPoint Services' virtual terminal functionality.	0.10
Convenience Fee Administration Fee:	The amount charged for processing each convenience fee assessed and collected by Customer pursuant to the applicable card association rules in connection with an eligible transaction.	0.10
IVR Fee:	The amount charged per minute for IVR services.	0.15
Credit Card/Debit Card Fee:	The amount charged for each credit card or debit card (signature, PIN based or PINless) transaction that is processed using the PayPoint Services.	0.25
eCheck Fee:	The amount charged for each eCheck payment transaction that is processed using the PayPoint Services.	0.25
Monthly Minimum Fee:	The minimum amount charged to Customer each month for processing transactions using the PayPoint Services. If the total fees for any month are less than the Monthly Minimum Fee, then the Monthly Minimum Fee will apply for such month; and Customer will be billed for the difference between the Monthly Minimum Fee and the total transaction fees billed during the applicable month.	\$375.00

Non-Transaction Fees	Description	Amount
Setup Fee:	The amount charged for initial setup and initiation of the PayPoint Services.	\$500.00
On-Site Training Fee:	The amount charged each day to provide on-site training to Customer in connection with the PayPoint Services.	\$2,000.00
Custom Development Fee:	The amount charged per hour for any custom development requests that Customer and BAMS agree upon in connection with the PayPoint Services. Custom development requests will be subject to a separate evaluation process and statement of work defining the parameters and deliverables for the project.	Available Upon Request

Capitalized terms not defined above are defined in the Agreement ("Agreement") to which this Schedule A is incorporated.

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Fees for Gift Card Services

- Setup Fee - \$60.00 for first location, \$40.00 each additional location
- \$0.47 - card production
- \$0.23 - card carrier
- \$5.00 - package of 100 envelopes.
- \$0.12 Fee Per Transaction

Fees for TransArmor Services

\$0.025 per item

1. The Bankcard Service Fees above are per Visa, Discover and/or MasterCard transaction. Seta plus Interchange and Assessments will be charged daily.
2. The transaction fees set forth in Schedule A are based on the average ticket and annual bankcard volume set forth above, and CUSTOMER's transactions qualifying at the Target Qualification Interchange Levels set forth above (the "Qualifying Interchange Levels"). The Qualifying Interchange Levels above are anticipated assumptions. The Interchange applicable to each transaction will be based on the actual qualification level of the transaction. For each transaction not at the Qualifying Interchange Level identified above, we will charge you an additional fee as described below.

**Important Information About Your Fees**

**Interchange**

A significant amount of the fees that we charge you for processing your transactions consists of charges that we must pay to issuing banks (or that are otherwise charged to us by the Card Organizations) under the Card Organization Rules. These charges are often referred to as "interchange fees" or simply "interchange". Interchange fees are set by the Card Organizations based upon a series of interchange levels that they establish and modify from time to time. Thus, the interchange fee charged for a given transaction depends on the interchange level applicable to that transaction and that interchange level depends on a number of factors established by the Card Organizations, such as the type of Payment Instrument presented, specific information contained in the transaction, how and when the transaction is processed, your industry and other factors. For a transaction to qualify at any specific Interchange Level, the applicable qualification criteria must be met. Note that the Card Organizations regularly add new Interchange Levels, and change the Interchange rates and qualification criteria for existing Interchange Levels.

**Target Discount Rate and Target Qualification Level**

The Target Qualification Level is the Interchange Level that we expect to apply to your transactions. It is determined based on the type of transactions you submit and how they will most likely be processed. However, it is possible that some or many of your transactions will downgrade to a more costly Interchange Level, resulting in higher Interchange. This may occur because those "Non-Qualified Transactions" do not meet the criteria to qualify at your Target Qualification Level. BAMS has set your Target Qualification Level (as set forth in this Schedule A) based on the assumption that all of your transactions will satisfy the criteria established by the Card Organization Rules to meet that qualification level. The actual Interchange applicable to each transaction though, will be based on the actual qualification level of the transaction.

**Non-Qualified Transactions**

Non-Qualified Transaction will qualify at a level resulting in Interchange fees higher than those applicable to your Target Qualification Level. For processing each such Non-Qualified Transaction, we will charge you both the actual Interchange applicable to the transaction and a "Billback" as defined below (or elsewhere on this Schedule A). The total of any Billback will appear on your statement.

**Billback**

Billback is the difference between the target Interchange level and the higher Interchange level the transaction qualified at.

**Non-Qualified Surcharge:** a fee assessed by Services for processing a Non-Qualified Transaction, and is calculated as a percentage of the amount of the Non-Qualified Transaction. The Non-Qualified Surcharge applicable to your Non-Qualified Transaction is 0.00%.

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3. Equipment Costs:

a. Terminals

Hypercom T4110	Yes	362.00
FD000 T1	Yes	\$48.00
VicGene V1370	Yes	\$39.00
Hypercom T4220	Yes	\$35.00
FD000 T1 WAF Terminal	Yes	\$69.00
FD000 T1 WAF Terminal	Yes	\$69.00
FD000 GPRS/CDMA Terminal	No	\$37.00

External Pin pads optional cost quoted as requested

b. Mobile Pay (Magnetic Swipe Reader): One per MID at no charge; \$23.99 for each additional user/TID per MID.

c. Lease Line:

Item	Description	Quantity	Total
1	Cisco 1921, dual Ethernet, 256 MB Flash 128 MB DRAM, EPI-PLUS, DES/3DES/AES Encryption with rack III, T1 WIC module & support for POTS dial backup	2	\$4,289.67
2	Cisco 1921 dimensions (H x W x D) 1.75 x 13.5 x 11.5 in. (44.3 x 342.9 x 292.7 mm); 1-RU height, Rack-mount 1Bn. (483 mm)	1	\$-
3	back-up site network charge	1	\$250.00
4	cab01c(1)	2	\$20.00
5			\$-
6	Sub-Total		\$4,559.67
7	Circuit install fee at \$2,500 waived.		\$-
8	shipping & handling	2	\$100.00
<b>TOTAL</b>			<b>\$4,659.67</b>

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4: Card Organizations Pass Through Fees:

In addition to the interchange rates, SERVICERS may pass through to CUSTOMER, without markup, any fees assessed to SERVICERS by the Card Organizations, including but not limited to, new fees, ones, penalties and assessment imposed by the Card Organizations. These pass through fees include the following:

Fee Name	Fee Description
VISA ASSESSMENT	.11% of the total dollar amount of all Sales Drafts.
VISA KILOBYTE FEE	\$0.0075 per kilobyte.
VISA ZERO DOLLAR VERIFICATION FEE	\$0.025 assessed on ALL Account Verification messages submitted for \$0.00, including both approved and declined, AVS, and SMS account verification messages.
VISA ZERO FLOOR LIMIT FEE	\$0.10 assessed on all clearing transactions when the Transaction ID on the Authorization does not match the Transaction ID on the Clearing. Fee also applies when Transaction ID is missing altogether.
VISA NETWORK ACQUIRER PROCESSING FEE (MAPF) - Credit	\$0.0195 assessed on all Visa authorizations, including POS Check, to merchants not using Visa's Merchant Direct Exchange (MDEX). Merchants using MDEX shall be assessed \$0.0145, shown as an increase to the variable V.I.P. Access Fee. The MAPF fee will not apply to Account Verification messages, pre-authorization requests, Interlink/PLUS PIN Debit, adjustment messages, authorization reversals, and other administrative messages.
VISA NETWORK ACQUIRER PROCESSING FEE (MAPF) - Debit & Prepaid	\$0.0135 assessed on all Visa authorizations, including POS Check, to merchants not using Visa's Merchant Direct Exchange (MDEX). Merchants using MDEX shall be assessed \$0.0105, shown as an increase to the variable V.I.P. Access Fee. The MAPF fee will not apply to Account Verification messages, pre-authorization requests, Interlink/PLUS PIN Debit, adjustment messages, authorization reversals, and other administrative messages.
VISA AUTHORIZATION SYSTEM MISUSE FEE (MISUSE)	\$0.045 per authorization that is not followed by a matching Visa clearing (or is not properly reversed in the case of a cancelled/voided transaction) as shown by a matching transaction ID.
VISA INTERNATIONAL SERVICE FEES (FOR PURCHASE TRANSACTIONS)	0.40% of the source amount on U.S. Acquired Origin Purchase transactions when the Issuer Country is different from the Merchant Country.
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.
U.S. VISA INTERNATIONAL HIGH RISK ACQUIRER FEE (IAF)	0.15% per transaction conducted at U.S. merchant locations with a non-U.S. issued card; applicable to high-risk merchants in MCCs 5962

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	(Direct Marketing - Travel-Related Arrangement Services); 3956 (Direct Marketing - Outbound Telemarketing Merchants); and 3967 (Direct Marketing - Inbound Telemarketing Merchants).
Visa US Debt Integrity Transaction Fee	\$.10 charged on each signature debit, non-PIN transaction (including Visa Consumer and Business debit cards and Visa Consumer and Commercial Prepaid Cards) that does not meet the qualification criteria defined under the Visa U.S. Custom Payment Service (CPS) program.
Visa Fixed Acquirer Network Fee	See Visa Fixed Acquirer Network Fee section of this schedule for Visa/MasterCard/Discover interchange referenced in Interchange Schedules section above.
VISA PARTIAL AUTHORIZATION NON PARTICIPATION FEE (PANPF) FOR AFD MERCHANTS	\$0.01 per authorization for Merchants in MCC 5542 (Automated Fuel Dispensers) who are required to support partial authorizations. PANPF is imposed on AFD transactions that do not support partial authorization. This fee was initially effective in April 2008 but was then delayed to allow merchants time to become compliant.
<b>MASTERCARD FEES:</b> The following fees result from charges assessed to SERVICES from MasterCard and are subject to increases, decreases and additional new fees imposed by MasterCard.	
<b>Fee/Name</b>	<b>Fee/Description</b>
MASTERCARD ASSESSMENT FEE	0.11% of the total dollar amount of all Sales Drafts.
MASTERCARD ASSESSMENT FEE (P>\$1,000)	0.02% fee assessed on the gross dollar amount of MasterCard Consumer and Commercial credit transactions that are \$1,000 or greater.
MASTERCARD KILOBYTE FEE	\$0.0035 per Kilobyte.
MASTERCARD CROSS BORDER FEE (US)	0.40% of the total dollar amount of a transaction that is completed at a U.S. merchant location with a non U.S. or a non U.S. Territory issued card.
MASTERCARD CROSS BORDER FEE (Asia/Pacific)	0.80% of the total dollar amount of a transaction that is completed in the Asia/Pacific merchant location with a non Asia/Pacific issued card.
MASTERCARD CROSS BORDER FEE (Latin American/Caribbean)	0.80% of the total dollar amount of a transaction that is completed in the Latin American/Caribbean merchant location with a non Latin American/Caribbean issued card.
MASTERCARD CROSS BORDER FEE (Canada)	0.40% of the total dollar amount of a transaction that is completed at a Canadian merchant location with a non Canadian issued card.  Any combination of merchant location and issuer in USA, Puerto Rico, Virgin Islands, Guam, Marshall Islands and Northern Mariana Islands will be exempt from the Cross Border fee. Transaction on a MasterCard branded credit or debit card processed through MasterCard's clearing system in which the cardholder country code differs from the country code of the merchant; applicable to sale/purchase transactions, chargeback re-presentments and reversal transactions.
MASTERCARD NETWORK ACCESS AND BRAND USAGE (NABU) FEE	\$0.0185 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. One.

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	not apply to authorization reversals and 50 Account Status Inquiry transactions.
MASTERCARD CARD NOT PRESENT AVS ACCESS FEE	\$0.075 assessed on all MasterCard Card Not Present authorizations that use the Address Verification Service (AVS) that are submitted for more than 10.
MASTERCARD AVS CARD PRESENT FEE	\$0.005 assessed on all MasterCard card present authorizations that use the Address Verification Service (AVS) that are submitted for more than 10.
MASTERCARD ACCOUNT STATUS INQUIRY FEE - INTERREGIONAL	\$0.03 assessed on all 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 10 and are used to validate cardholder account numbers and other elements, such as CVC2 and AVS prior to obtaining an actual authorization. Effective June 15, 2011.
MASTERCARD ACCOUNT STATUS INQUIRY FEE - INTRAREGIONAL	\$0.025 assessed on all 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 10 and are used to validate cardholder account numbers and other elements, such as CVC2 and AVS prior to obtaining an actual authorization. Effective June 15, 2011.
MASTERCARD PROCESSING INTEGRITY FEE	\$0.035 assessed on all MasterCard purchase transactions which are not followed by a matching MasterCard clearing transaction (or reversed in the case of a canceled transaction). Car Rental (3351-3441, 7512), Motel/Hotel (2501-3999), 7011, Cruise Line / Steamship (4411) not subject to this fee. Effective August 1, 2011.
MASTERCARD LICENSE VOLUME FEE	0.005% of MasterCard volume. 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 these MasterCard fees and/or our allocations). Effective August 1, 2012.
<b>DISCOVER NETWORK FEES:</b> The following fees result from charges assessed to SERVICERS from Discover Network and are subject to increases, decreases, and additional new fees imposed by Discover Network.	
<b>Fee Name</b>	<b>Fee Description</b>
DISCOVER DATA USAGE FEE	\$0.0185 per Discover Transaction.
DISCOVER NETWORK ASSESSMENT	0.105% of the total dollar amount of all Sales Drgs.
DISCOVER NETWORK INTERNATIONAL SERVICE FEE	0.55% of amount of Card Sales. Discover Network (that charge to Acquirers for Card Sales (excluding Cash Over) conducted at a Merchant location in the United States where the domicile of the issuer of the Card used in the Card Sale is a country other than the United States, provided that such fee is not applicable to Card Sales with JCB and China Unionpay Cards.

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\*These fees are subject to adjustment; notice of any such adjustment shall be provided in accordance with the terms of this Agreement.

3. General Pricing Information:

a. Interchange Schedules. The fees and assessments and qualifying criteria set forth above and in the rate schedules referenced in the Interchange Schedules section above which are derived hereto by such references, thereto may be changed from time to time as a result of Card Organization changes. References in these rate schedules to the "Program Guide" and "Application" shall mean the Agreement.

b. Visa and Master Card Credit Transactions:

- (i) Billing transactions include: purchases, returns, declines, reversals, Terminal balancing totals and authorizations.
- (ii) The Visa/MC transaction fee includes authorization, data capture and settlement.
- (iii) The fees and charges set forth on this Schedule A are in addition to all other Third Party Based Fees and all fees due and payable to SERVICERS and/or any applicable Person and will be collected by SERVICERS as set forth in the Agreement.
- (iv) Supplies, exclusive of credit card slips, signage, and manual imprints which shall be supplied at no additional charge, shall be provided at SERVICERS' then-current costs, plus a minimum supplies handling fee for shipping and handling per shipment.
- (v) CUSTOMER shall be responsible for payment of all shipping costs associated with any equipment purchased, leased or maintained by SERVICERS under this Agreement.

c. Discover Network Credit Transactions:

- (i) Billing transactions include: purchases, returns, declines, reversals, authorizations and Terminal balancing totals.
- (ii) The Discover Card and ONP Card Types transaction fees include authorization, data capture and settlement.
- (iii) The fees and charges set forth on this Schedule A are in addition to all other Third Party Based Fees and all fees due and payable to SERVICERS and/or any applicable Person and will be payable to SERVICERS as set forth in the Agreement.
- (iv) The fees, rates and interchange programs for DNP Card Types are the same as those for Discover Card transactions.

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Other Card Services Supplement to the Agreement and Exhibit B

This Other Card Services Supplement to the Agreement and Exhibit B (referred to herein as the "OCS Supplement") supplements the Agreement and Exhibit B to which is incorporated and sets forth the terms applicable to BAMS provision of the specified services for the Card transactions set forth below.

**OTHER CARD SERVICES SUPPLEMENT TO MERCHANT PROCESSING AGREEMENT:**

1. **GENERAL:** CUSTOMER understands and acknowledges that BAMS' sole responsibility with respect to Issuer Card transactions shall be to provide the services specified in this OCS Supplement.

In the event CUSTOMER has a separate agreement with an Issuer to accept such Issuer's cards ("Issuer Agreement") respective Issuer, all Chargeback and financial obligations including but not limited to fees and issues related thereto shall be governed by the terms of such Issuer Agreement. CUSTOMER shall comply with all terms and conditions of the Issuer Agreement and the applicable rules, regulations, interpretations and other requirements of the respective Issuer and shall not seek authorization for or submit for processing or settlement hereunder any Issuer Card transactions at any time when CUSTOMER does not have in effect a valid Issuer Agreement with such Issuer. CUSTOMER agrees to notify BAMS immediately upon the termination of any Issuer Agreement to which it is a party. Upon such termination, BAMS shall have no further obligations hereunder to provide any services to CUSTOMER with respect to any transactions involving such Issuer Cards.

In the event CUSTOMER does not have a separate Issuer Agreement with a respective Issuer, the Issuer Card services to be provided hereunder shall be in accordance with the terms of the Agreement and this OCS Supplement. Issuer Cards shall be considered "Credit Cards" for purposes of Services provided by SERVICERS or BAMS, with respect to them and "Card Organizations" shall be deemed to include any Card Organizations set forth in this OCS Supplement for purposes of such Services.

**7. ISSUER CONSENTS:**

CUSTOMER shall be responsible for obtaining any operational consents required of Issuer to comply with procedures or practices contemplated by both CUSTOMER and BAMS under this OCS Supplement.

**3. AUTHORIZATION SERVICES ONLY:**

In the event BAMS is providing authorization services only for Issuer Card transactions as specified herein, CUSTOMER shall seek such authorization through BAMS. In the event that BAMS is not providing processing services for Issuer Card transactions as specified in this OCS Supplement, CUSTOMER shall be responsible for processing and submitting directly to the applicable Issuer for settlement of such Card transactions.

**4. PROCESSING AND SUBMISSION TO ISSUERS:**

In the event BAMS is providing processing services for Issuer Card transactions as specified herein, CUSTOMER shall submit to BAMS for processing all of CUSTOMER's Issuer Card transactions and BAMS shall process such transactions and transmit them electronically to the applicable Issuer with a summary of such Card transactions.

BAMS does not warrant or bear responsibility for the performance of any Issuer in any way.

**5. DISCOVER PROCESSING PROVISIONS:**

Acceptance of DNP Card Types: Except as provided in this OCS, the terms and conditions governing CUSTOMER's acceptance of DNP Card Types are as specified in the Agreement. CUSTOMER agrees to follow the Agreement concerning CUSTOMER's acceptance of DNP Card Types.

Any provision contained in the Agreement which directs CUSTOMER to contact Discover for customer services or for any other inquiry or purpose is modified hereby to provide that CUSTOMER is to contact BAMS for customer service or in relation to such inquiry or purpose.

**ATTACHMENT I TO SCHEDULE A:**

American Express\*        Diners Club\*\*        Discover®      
JCB\*\*\*        Fleet†        Voyager\*\*      
Wells Fargo Express†

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\*Card processing services for these transaction types may be subject to a separate agreement.  
\*\*SERVICERS will settle Voyager transactions directly to merchants. All other Card types listed in this Attachment shall be settled by the issuer.  
\*\*\*These are DNP Card Types will be processed via Discover systems and subject to Discover Card Organization Rules; BAMS will settle transactions for all Discover Cards and DNP Card Types, unless CUSTOMER is classified by Discover Network as a Discover Direct Strategic Relationship as further described in the Agreement.

1. FEES: See Schedule A.

**General Order Information:**

Order transactions include: purchases, returns, declines, reversals, authorizations & Terminal balancing orders.

Unless expressly set forth above, the Card transaction fee includes authorization and data capture. Settlement and payment for such Card types will be provided by the applicable issuer, pursuant to the agreement between CUSTOMER and such issuer.

The fees and charges set forth above are in addition to all other Third Party Based Fees and charges due and payable to SERVICERS and/or any applicable Person and will be collected by SERVICERS as set forth in the Agreement.

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**EXHIBIT C - SPECIAL PROVISIONS TO FORM P-37**

**1. Delete Paragraph 2, EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED, and replace with the following:**

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 (the "State") or ("CUSTOMER"), on behalf of AGENCIES and NON-AGENCIES as further described below, engages BANK OF AMERICA, NA ("BANK") and BANC OF AMERICA MERCHANT SERVICES, LLC ("BAMS") and, together with BANK and any other third party providers who enter into Supplements to this Agreement for Merchant Card Processing Services (the "Agreement") in order to perform services hereunder, (collectively, "SERVICERS" or "Contractor") for the Services described herein and attached as Exhibit A ("Services").

BANK's obligations hereunder shall be limited to the sponsorship and settlement of certain Card Transactions submitted in accordance with the terms and conditions of this Agreement and the Card Organization Rules, and BANK shall not have any obligation or liability of any nature in connection with any services of any kind provided by BAMS or its Affiliates hereunder or pursuant hereto.

The intent of this Agreement is to provide one set of standardized general terms and conditions to be utilized by (i) the State, on behalf of AGENCIES, and (ii) each NON-AGENCY that executes a Participation Agreement as further described below, and attached hereto as Exhibit E with respect to each such party's receipt of the Services. The State represents and warrants to SERVICERS that it has the necessary power and authority under the laws of the State of New Hampshire to enter into this Agreement on behalf of AGENCIES and to allow for the participation of NON-AGENCIES as described herein. The State acknowledges and agrees that SERVICERS may provide a copy of this Agreement to AGENCIES and NON-AGENCIES.

All AGENCIES are part of the State of New Hampshire and are not separate legal entities, and as such will not be required to enter into Participation Agreements; provided that the State is responsible and liable to SERVICERS for each AGENCY's compliance with the terms and conditions of this Agreement (including payment obligations). The State is solely responsible for providing a copy of this Agreement and related materials to participating AGENCIES, and for communicating with participating AGENCIES with regard to the terms and conditions of this Agreement. SERVICERS may terminate any individual AGENCY's receipt of Services under this Agreement for the same reasons that SERVICERS may terminate this Agreement in its entirety.

A NON-AGENCY may not receive Services under this Agreement unless and until it has received permission from the State and entered into a Participation Agreement substantially in the form attached hereto as Exhibit E, and NON-AGENCY and SERVICERS have executed such Participation Agreement. Upon complete execution of a Participation Agreement, the NON-AGENCY that is a party thereto will have all the same rights and obligations that the State has under this Agreement as if that NON-AGENCY had separately entered into this Agreement; provided, however, that (i) SERVICERS may terminate any Participation Agreement for the same reasons as it has to terminate this Agreement and (ii) any amendments to this Agreement will constitute simultaneous and identical amendments to each Participation Agreement. Each NON-AGENCY will be liable to SERVICERS only with respect to its own receipt of Services under this Agreement, and no individual NON-AGENCY will be liable to SERVICERS under this Agreement for any other NON-AGENCY.

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SERVICERS will make the Services operational and available to the State through a mutually agreed upon implementation plan. The State agrees to at all times cooperate with SERVICERS and provide SERVICERS with all necessary information and assistance required by SERVICERS to provide the Services in accordance with the Card Organization Rules and Applicable Law, including, without limitation, making changes to Merchant Equipment as SERVICERS require. The State will provide SERVICERS with information regarding AGENCIES and NON-AGENCIES as SERVICERS may request from time to time. The State will be responsible for (i) use of the Services by the State, AGENCIES, the State's and each AGENCY'S employees and agents, and Merchant Providers of the State or any AGENCY, (ii) the State's or any AGENCY'S failure to properly access the Services in the manner prescribed by SERVICERS, and (iii) the State's failure to supply accurate information regarding the Services.

This Agreement governs processing services regarding credit, debit and certain other Card transactions and other services, as those services are further described in this Agreement, the Fee Schedule attached hereto as Exhibit B (including any additions and changes thereto, the "Fee Schedule"), any and all concurrent and subsequent addenda, supplements or schedules to this Agreement (each, including the Fee Schedule, as amended from time to time, a "Supplement"), and the Card Organization Rules, all as elected by CUSTOMER and approved by SERVICERS (or their applicable Affiliate) (for the purposes of this Agreement, collectively, the "Services"). Unless otherwise expressly provided in this Agreement or any Supplement, (i) references to each Supplement shall be deemed to include this Agreement and (ii) references to this Agreement shall be deemed to include each Supplement.

Subject to Card Organization Rules, Services may be performed by BAMS or BANK subject to the agreements between them as the same may be modified from time to time. In addition to SERVICERS, one or more affiliates of BAMS may assist in providing terminals or other equipment and local support functions in connection with this Agreement.

2. Delete Paragraph 3, EFFECTIVE DATE/COMPLETION OF SERVICES, and replace with the following:

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date"). The Agreement, and each Addendum, shall (i) be in effect upon complete execution of each such document, and each such document shall remain effective through June 30, 2018 (the "Term"). Notwithstanding the foregoing, to the extent that the State continues to utilize the services provided for under this Agreement after expiration of the Term, it shall be liable for the fees associated with said services and the terms of the Agreement shall remain in effect.

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 Agreement 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. Contractor must complete all Services by the Completion Date specified in block 1.7.

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**3.3 Conversion Assistance.**

The State and Contractor agree to transition the State's transaction processing to the BAMS-preferred platform (the "Conversion"). The Conversion will be subject to the State's completion of a Technical Survey and implemented pursuant to a mutually agreeable Statement of Work and Project Plan. ALL AGENCIES participating under this Agreement must begin the Conversion by January 01, 2014 and be completed by August 31, 2014.

**3. DELETE PARAGRAPH 4. CONDITIONAL NATURE OF AGREEMENT., AND REPLACE WITH THE FOLLOWING:**

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, the State's ability to pay all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, is contingent upon the availability and continued appropriation of funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable. The State will use best efforts to seek appropriations in order to fulfil its obligations for amounts due and owing to Contractor under this Agreement. In the event that the State fails to timely pay any amounts due under the Agreement as a result of insufficient available legally appropriated funds, then Contractor may terminate this Agreement upon 10 days' notice to the State; provided, however, that (a) such amounts will remain due until paid in full; (b) the State agrees to act in good faith to seek appropriations as soon as practicable; and (c) if such amounts are paid within 10 days of such notice then termination of the Agreement will not occur, and the Agreement will in full force and effect.

**4. Delete Paragraph 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT., and replace with the following:**

**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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price, exclusive of fines or penalties assessed by the Payment Bonds, as is more specifically described in Section 12.2 of Exhibit C-1.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

NOTWITHSTANDING ANYTHING IN THE AGREEMENT AND ANY ADDENDA TO THE CONTRARY, THE STATE'S CUMULATIVE LIABILITY, IN THE AGGREGATE (INCLUDES OF THE STATE'S LIABILITY UNDER SECTION 13(A) AND (B) OF EXHIBIT C, WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING,

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BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THE AGREEMENT AND ANY ADDENDA) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED TWENTY-FIVE MILLION DOLLARS (\$25,000,000); PROVIDED HOWEVER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO THE FOLLOWING: (A) FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE STATE (B) VIOLATION OF APPLICABLE LAW OR CARD ORGANIZATION RULES BY THE STATE (INCLUDING ANY DATA COMPROMISE LOSSES); (C) THE STATE'S OBLIGATIONS TO PAY CONTRACTOR ANY AND ALL FEES PAYABLE UNDER THE AGREEMENT OR ANY ADDENDA, (D) THE STATE'S LIABILITY FOR CHARGEBACKS AND ADJUSTMENTS, (E) THE STATE'S LIABILITY FOR PAYMENT OF ANY AND ALL THIRD PARTY FEES AS DESCRIBED IN ANY ADDENDA AND INCLUDED ON EXHIBIT B OF THE AGREEMENT, OR (F) THE STATE'S LIABILITY UNDER SECTIONS 13 (i), (j) AND (k) OF EXHIBIT C.

5. Delete Paragraph 4, COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY, and replace with the following:

**4. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

4.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

4.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

4.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines of the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to provide the State, upon request, with transaction records for the purpose of ascertaining compliance with the terms and conditions of this Agreement.

6. Delete Paragraph 7, PERSONNEL, and replace with the following:

**7. PERSONNEL**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative.

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7. Delete paragraph 8, EVENT OF DEFAULT/REMEDIES, and replace with the following:

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 any representation, warranty or covenant of Contractor in this Agreement is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made;

8.1.2 Contractor shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement;

8.1.3 Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination at the election of the State.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all of the following actions:

8.2.1 Give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective thirty (30) days after giving the Contractor notice of termination;

8.2.2 Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

8.3 Any one or more of the following acts or omissions of the State shall constitute an event of default hereunder ("Event of Default"):

(i) a material adverse change in the financial condition, business procedures, products or services of CUSTOMER; or

(ii) Irregular Card sales by CUSTOMER, excessive Chargebacks or any other circumstances which, in Contractor's reasonable business judgment and acting in good faith, may increase Contractor's exposure for the CUSTOMER'S Chargebacks or otherwise presents a financial or security risk to Contractor. For purposes of this Agreement, excessive Chargebacks would be in excess of 1.0% of transaction or dollar volume;

or

(iii) any representation, warranty or covenant of CUSTOMER in this Agreement is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made; or

(iv) (a) CUSTOMER shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement

(b) CUSTOMER shall fail to comply with the Information Security requirements as detailed in Section 20 of Exhibit C-1 or shall fail to pay Contractor for any amounts due and owing under this Agreement; or

(v) CUSTOMER shall default in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any respective Affiliate of SERVICERS, including, but not limited to, any agreement governing check guarantee or check verification services; or

(vi) intentionally omitted.

(vii) CUSTOMER shall commence a voluntary case under the Bankruptcy Code; file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization,

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- winding up or entry into a composition agreement or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign; generally become unable to pay its debts or trade obligations as they become due; make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or
- (v) a case or other proceeding shall be commenced against CUSTOMER, in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of CUSTOMER, or of all or any substantial part of the assets, domestic or foreign, of CUSTOMER, and such case or proceeding shall continue undismissed or unstayed for a period of sixty (60) consecutive days, or an order granting the relief requested in such case or proceeding against CUSTOMER (including, but not limited to, an order for relief under the Bankruptcy Code) shall be entered; or
- (a) the independent, certified accountants retained by CUSTOMER shall refuse to deliver an unqualified opinion with respect to the annual financial statements of CUSTOMER;

then, upon the occurrence of (1) an Event of Default specified in subparagraphs (i), (iv)(b), (vi) or (vii) above, SERVICERS may consider this Agreement to be terminated immediately, without notice, and all amounts payable hereunder by CUSTOMER to SERVICERS shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by CUSTOMER, and (2) any other Event of Default, this Agreement may be terminated by SERVICERS by giving not less than thirty (30) days' notice and concurrent cure period to CUSTOMER, and upon such notice all amounts payable hereunder by CUSTOMER to SERVICERS shall be due and payable on demand.

- 8.3.2 Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive or be perpetual or irrevocable and such provisions shall survive the expiration or termination of this Agreement.
- 8.3.3 Upon the occurrence of any Event of Default, whether or not it is cured, the parties may, in their sole discretion, exercise all of their rights and remedies under this Agreement and Applicable Law.
- 8.3.4 This Agreement also may be terminated by SERVICERS without notice or penalty, if in their sole discretion, such termination is necessary for SERVICERS to comply with their obligations under any Applicable Law, rule or regulation, including, but not limited to, the Office of Foreign Assets Control (OFAC) Regulations and Card Organization Rules. SERVICERS' termination of this Agreement pursuant to this Subsection shall not be deemed a breach of contract by SERVICERS.
- 8.3.5 If this Agreement is terminated for cause, CUSTOMER acknowledges that SERVICERS may be required to report CUSTOMER's business name and the

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names and other identification of its principals to the terminated merchant files maintained by the Card Organizations. CUSTOMER expressly agrees and consents to such reporting in the event CUSTOMER is terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by a Card Organization. Furthermore, CUSTOMER agrees to waive and hold SERVICERS harmless from and against, any and all claims which CUSTOMER may have as a result of such reporting, except for those claims resulting from SERVICERS' gross negligence or willful misconduct, in which case such claims will be subject to the limitations of liability in Section 23 herein.

8.3.6 In addition to the provisions of the Agreement that survive termination, the terms and provisions governing CUSTOMER's obligations and liabilities and SERVICERS' rights regarding the following matters will survive termination until all these matters are resolved or settled and all amounts owed to SERVICERS regarding these matters are fully and irrevocably paid: (i) processing and settlement of Card transactions, Sales Drafts and Credit Drafts, (ii) adjustments, (iii) all amounts due to SERVICERS under this Agreement, (iv) the resolution of any Chargebacks, disputes or other issues involving Card transactions, (v) Compromised Data Events and (vi) all SERVICERS' rights regarding CUSTOMER's breach of any of its agreements, representations, warranties, covenants or other obligations under this Agreement. In addition to the above and any terms and provisions which by their terms or nature survive termination, the terms and provisions of Sections 12 and 13 of this Exhibit C, Sections 12 through 15, inclusive, Sections 17 through 20, inclusive, and Sections 22 through 25, inclusive, of Exhibit C-1 Subsection 8.3.5 herein and and this Subsection 8.3.6 shall survive any termination of this Agreement. Upon termination of this Agreement, CUSTOMER agrees to immediately send SERVICERS all the data relating to Card transactions made up to the date of termination.

8.3.7 After termination of this Agreement for any reason whatsoever, CUSTOMER shall continue to bear total responsibility for all Chargebacks, fees, credits and adjustments resulting from Card transactions processed pursuant to this Agreement and all other amounts then due or which hereafter may become due to SERVICERS under this Agreement or which may be due to SERVICERS before or after such termination to either SERVICERS or any of SERVICERS' respective Affiliates for any related equipment or related services.

8.3.8 In the event CUSTOMER files for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency assignment for the benefit of creditors or similar laws, and CUSTOMER continues to use the Services, it is CUSTOMER's responsibility to open new accounts to distinguish pre and post filing obligations. CUSTOMER acknowledges that as long as it utilizes accounts established prior to such filing, SERVICERS will not be able to systematically segregate CUSTOMER'S post-filing transactions or prevent set-off of the pre-existing obligations. In that event, CUSTOMER will be responsible for submitting an accounting supporting any adjustments that CUSTOMER may claim.

8. Delete Paragraph 9, DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION, and replace with the following:

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulas,

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surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data (excluding Cardholder data and transaction data) and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

9. Delete Paragraph 12, ASSIGNMENT/DELEGATION/SUBCONTRACTS, and replace with the following:

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

The Contractor shall not assign, or otherwise transfer any interest in, or obligation of, this Agreement without the prior written consent of the State; none of the Services shall be subcontracted by the Contractor without the prior written consent of the State. Such consent will not be unreasonably withheld.

Notwithstanding the foregoing, assignment, delegation, or subcontracting for services performed either by Contractor, its affiliates, its parent entities, or affiliates of its parent entities, may occur without prior written consent. Assignment, delegation, or subcontracting with an affiliate requires notice to the State. The term "affiliate," as utilized within this Section, is defined as an entity that is related to another entity by shareholdings or other means of control or subsidiary, parent, or sibling corporation.

Contractor may assign this Agreement and its obligations hereunder to any successor to its business by merger or consolidation or to any party acquiring substantially all of the assets of Contractor provided they give notice to the State.

In the event of any Assignment, the State shall have the right to terminate this Agreement with sixty (60) days written notice.

10. Delete Paragraph 13, INDEMNIFICATION, and replace with the following:

**13. INDEMNIFICATION/LIABILITY.**

Nothing in this Agreement shall be interpreted as an obligation for any party to indemnify another. The State and Contractor each agree to be liable for any and all claims of any nature including all costs and expenses which may in any manner result from such party's (a) breach of any warranty, covenant or obligation of a party under this Agreement; or (b) misrepresentation by a party under this Agreement. In addition, the State shall be liable for any claims relating to: (i) the provision of goods and services by the State to Cardholders; (ii) any gross negligence or willful misconduct of the State, its employees, or agents in connection with the State's Card transactions; (iii) any claim or action against Contractor for actual or alleged infringement of any patent, copyright, trademark, trade secret or other proprietary right of any person arising in connection with Contractor's reliance upon any instructions provided by the State or its agents to Contractor, including without limitation, any instructions regarding the Services and any artwork, designs, specifications or concepts provided by the State; or (iv) all Excluded Claims (as defined below) brought against Contractor.

14.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.2. The policy described in subparagraph 14.1 hereon shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3. The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for of insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

14. INSURANCE.

14.1. The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.2. The policy described in subparagraph 14.1 hereon shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3. The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for of insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

11. Delete Paragraph 9, INSURANCE, and replace with the following:

Contractor shall be liable to the State for any third party claims regarding infringement or misappropriation of any patent, copyright, trademark, service mark, trade secret or other proprietary right (collectively, "Intellectual Property Rights") by the BAMS System or the Services, except to the extent any claims are covered by results from or arises out of the State's failure to use the BAMS System or the Services as required under the agreement. (b) The State's configuration, modification or use of the BAMS System or the Services in combination with other products or services (including software, equipment or systems) that are not provided by Contractor, and that combination creates a process or method that is the causal factor for the alleged infringement or misappropriation, (c) Contractor's use of any designs, artwork, concepts, specifications or other materials provided by or on behalf of the State in connection with this Agreement or (iv) Contractor's custom development of the BAMS System or the Services or other actions taken by Contractor with respect to the BAMS System or the Services, of the State's request (the Claims referred to in the foregoing clauses (i), (ii), (iii) and (iv) are herein referred to collectively as the "Excluded Claims"). Furthermore, if Contractor determines that any portion of the BAMS System or the Services is likely to infringe or misappropriate a third party's Intellectual Property Rights, or that it otherwise has a potential infringement or misappropriation of a third party's Intellectual Property Rights, then Contractor, at its option and expense, may either: (a) obtain the right for the State to continue using the infringing or misappropriating portion of the BAMS System or the Services; (b) modify the infringing or misappropriating portion of the BAMS System or the Services to make it non-infringing or non-misappropriating; (c) replace the infringing or misappropriating portion of the BAMS System or the Services with a non-infringing or non-misappropriating equivalent; or (d) remove the misappropriating BAMS System or Services upon written notice to the State, and without further liability to the State hereunder. The obligations of Contractor set forth in this section 11.1 are the State's, sole and exclusive remedies with respect to any and all claims made by a third party against the State relating to the actual or alleged infringement or misappropriation of such third party's Intellectual Property Rights by the BAMS System or the Services.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. The covenant in paragraph 11.3 that survive the termination of this Agreement.

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12. Delete Paragraph 15, **WORKERS' COMPENSATION**, and replace with the following:

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants, to the extent applicable to the services provided hereunder, that the Contractor is in compliance with or exempt from the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 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 Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, 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 law in connection with the performance of the Services under this Agreement.

13. Delete Paragraph 16, **WAIVER OF BREACH**, and replace with the following:

16. **WAIVER OF BREACH.** No failure by either party to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the other party.

14. Delete Paragraph 17, **NOTICE**, and replace with the following:

17. **NOTICE.** Any notice by a party hereof 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.

It to BAMS, at the following address: Banc of America Merchant Services, LLC, 1307 Wall Whilman Road, Menlo, New York 11747, Attention: Executive Vice President Operations, with a copy to Attention: General Counsel's Office, 150 N. College Street, Mail Code NC1-078-13-01, Charlotte, NC 28213, and it to BANK, 1231 Dunell Lane, Louisville, KY 40213, Attention: Operations Manager, with a copy to BANK's Legal Department-Merchant Services Group, of Bank of America, N.A., Bank of America Plaza, 101 South Tryon Street, Mail Code: NC1-002-29-01, Charlotte, North Carolina, 28255-0001.

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13. There are no other special provisions to the terms of the form P-37.

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Exhibit C-1 - Additional Provisions

The following provisions are in addition to the General Provisions contained in the Form P-37, as amended by Exhibit C:

1. Election of Cards, Duty to Honor Cards and Use of Marks.

1.1 Card Election. CUSTOMER has elected and SERVICERS have approved CUSTOMER to accept those Card types and Services designated in this Agreement or the Supplements. CUSTOMER may change CUSTOMER's election of Card types and Services from time to time upon at least sixty (60) days' advance notice to SERVICERS; SERVICERS will use their reasonable efforts to accommodate CUSTOMER's requests in less than this time but SERVICERS will not be obligated to do so. Upon SERVICERS' approval of such new Card type or Service, the parties will execute a Supplement therefor. CUSTOMER will not seek authorization for or submit a transaction of a new Card type until the parties have entered into a Supplement for it. Unless otherwise directed by SERVICERS, CUSTOMER will not seek authorization for or submit a Card transaction of a Card type CUSTOMER desires to discontinue accepting later than the effective date of the notice to SERVICERS. With respect to inadvertent or unintentional acceptance of a transaction other than the type or service anticipated for CUSTOMER's account (including, without limitation, a different Card type), CUSTOMER will also be subject to payment to SERVICERS of their then-current transaction fees) with respect to such Card, transaction and/or service and be liable, obligated and responsible under this Agreement for any such transaction or service to the same extent as CUSTOMER would be if it was of an anticipated Card type or service.

1.2 Honoring Cards Generally. CUSTOMER will honor a Card by accepting it for payment. CUSTOMER will not engage in any acceptance practice or procedure that discriminates against, or discourages the use of, any particular Card type elected by CUSTOMER and approved by SERVICERS, in favor of any competing Card brand not elected and approved.

1.3 Cards Issued by US Card Issuers. For all Cards issued by U.S. issuers, CUSTOMER will honor all Cards within the Card types elected and approved in accordance with this Agreement. For example, if CUSTOMER elects and is approved to accept Visa credit Cards, CUSTOMER will submit payments from Visa-branded credit Card Cardholders without regard to whether the credit Card is a Visa-branded rewards credit Card or Visa-branded business purpose credit Card.

1.4 Cards Issued by Non-US Card Issuers. CUSTOMER will honor all Cards issued by non-U.S. issuers. For example, even if CUSTOMER elects to limit CUSTOMER's acceptance of MasterCard Cards to MasterCard credit Cards, CUSTOMER will accept for processing a MasterCard debit Card issued by a non-U.S. Card issuer.

1.5 Marks Generally. CUSTOMER and SERVICERS acknowledge that no party will acquire any right, title or interest in or to the Marks of any other party or of any Card Organization or SERVICERS' agents by virtue of this Agreement, without prior written consent. CUSTOMER will not assign to any third party any of the rights to use the Marks of SERVICERS, SERVICERS' agents or Card Organizations.

Except as otherwise provided herein, no party will use any other party's Marks, or use language from which the connection of such Marks may be inferred, in any advertising, written sales promotion, press releases or other publicity matters relating to this Agreement without such party's prior written consent.

1.6 Special Provisions Regarding Discover Network Processed Cards. Services provided for transactions made with Discover branded Cards or ONP Card Types (as hereinafter defined) are processed by BAMS and not by BANK. ONP Card Types are Cards branded by Others Club International, JCB, China UnionPay, Korea Bank and Credit or any other Card Organizations subsequently designated by Discover, and each of these Card Organizations is referred to as a "ONP Card Organization". The Services provided, transactions processed and other matters contemplated under this Agreement for Discover Cards and ONP Card Types and ONP Card Organizations are subject to the rest of this Agreement; provided, however, that BANK is not a party to this Agreement insofar as it relates to Services for transactions made with Discover Cards or ONP Card Types, and BANK is not liable to CUSTOMER in any way with respect to such Services.

2. General Requirements and Restrictions for Card Transactions.

2.1 Accuracy of Data Submitted. CUSTOMER will be responsible for the quality and accuracy of all data provided to SERVICERS. SERVICERS may, at SERVICERS' option, return to CUSTOMER for correction before processing any data submitted by CUSTOMER which is incorrect, illegible or otherwise

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not in proper form. If CUSTOMER does not provide data in accordance with SERVICES' specified format and schedule, SERVICES will use reasonable efforts to reschedule and process the data as promptly as possible, but related expenses incurred by SERVICES will be charged to CUSTOMER.

**2.2 Prohibition on Increasing Price of Goods or Services.** CUSTOMER will not increase the price of goods or services for a Card transaction or impose any fee for the service of accepting a Card except as allowed by the Card Organization Rules and Applicable Law. CUSTOMER may charge a surcharge, convenience fee or service fee for a Card transaction only as permitted by the Card Organization Rules and Applicable Law. If clearly disclosed to the Cardholder, CUSTOMER may offer a discount from the standard price for payments by cash.

**2.3 Prohibition from Cashiers.** CUSTOMER agrees that CUSTOMER will not accept or process any funds representing a Cardholder's payment to an issuer.

**2.4 Prohibition on Approvals and Factoring and Employee Transactions.** CUSTOMER is prohibited from submitting or processing, and agrees not to submit or to present, any authorization requests for transactions and Sales Drafts arising from transactions between (i) CUSTOMER and Cardholders who are CUSTOMER's owners, partners, guarantors, officers or employees, other than genuine purchasers, lessees or renters of goods or services from CUSTOMER or other payments to CUSTOMER, all in the ordinary course of CUSTOMER's business, and (ii) Cardholders and third parties for their goods or services or other payments to them.

**2.5 Draft Requirements.** All Sales Drafts and Credit Drafts must include all information required under and in accordance with the Operating Guide, Card Organization Rules and Applicable Law.

**2.6 U.S. Dollars.** Unless otherwise agreed in advance and in writing by SERVICES, CUSTOMER must submit all Card transactions in U.S. dollars.

**3. Operating Guide; Card Organization Rules and Compliance; Order of Precedence.**

CUSTOMER acknowledges that it has received the Operating Guide, the terms of which are incorporated into this Agreement. Any reference in this Agreement includes the Operating Guide. Notwithstanding any provision to the contrary contained in this Agreement, the parties hereto acknowledge and agree that the Operating Guide provides the principals of a sound Card program and contains the relevant subset of the Card Organization Rules. However, the Operating Guide is not a complete set of all Card Organization Rules. If CUSTOMER loses or otherwise misplaces the Operating Guide or notices of changes thereto, CUSTOMER shall be responsible for contacting SERVICES to obtain replacement copies. From time to time, SERVICES may change the Operating Guide, in whole or in part, and other operating procedures, by providing CUSTOMER with at least thirty (30) days' prior written notice of the change. However, in the event of changes in the Card Organization Rules or due to security reasons, certain changes in Card procedures may become effective on shorter notice. If there is any conflict between the terms of this Agreement and the Operating Guide, the terms of this Agreement will govern, unless the conflict is clearly related to a change in the Operating Guide which specifically addresses a procedure or requirement detailed in this Agreement.

CUSTOMER must comply with the Card Organization Rules and Applicable Law, however, with regard to Card Organization Rules, CUSTOMER need only comply with those applicable to Cards. CUSTOMER will review the Card Organization Rules and Applicable Law from time to time for changes, and is responsible for staying apprised of all applicable changes to the Card Organization Rules and maintaining compliance with the Card Organization Rules. Card Organization Rules are available on web sites, such as [http://www.usa.visa.com/merchant/processor/processor\\_rules.htm](http://www.usa.visa.com/merchant/processor/processor_rules.htm) and <http://www.mastercardintl.com>, as these links may be changed from time to time.

If CUSTOMER accepts DNP Card Types, CUSTOMER acknowledges and agrees that transactions made using Cards of DNP Card Organizations will be processed under and subject to Discover Card Organization Rules and the terms of this Agreement applicable to Discover Card acceptance and transactions.

In the event there is a conflict between Applicable Law, the Card Organization Rules, this Agreement (and/or the Operating Guide), such documents shall govern in the following order of precedence: 1) Applicable Law; 2) Card Organization Rules; 3) this Agreement; and 4) the Operating Guide, to the extent the conflicting provision in the Operating Guide is not related to a Card Organization Rule.

**4. Authorization.**

**4.1** CUSTOMER agrees to submit any Card processors for which CUSTOMER has received an Authorization. Obtaining an Authorization will not ensure payment to CUSTOMER for a Sales Draft. The fact that an Authorization is obtained by CUSTOMER will not affect SERVICES' rights thereafter to revoke Authorization of a Card transaction or to charge back the transaction to CUSTOMER. In no event will the fact that an Authorization is obtained by CUSTOMER be deemed to be SERVICES'

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representation or warranty, either express or implied, that the particular Card transaction is in fact a valid, authorized or undisputed transaction entered into by the Cardholder.

4.2 The Authorization number provided by SERVICERS shall be noted by CUSTOMER in the appropriate place on the Sales Draft. If Authorization is declined, CUSTOMER shall not complete the Card transaction.

4.3 CUSTOMER shall comply with any special authorization procedures contained in the Card Organization Rules and any other sections or parts of this Agreement.

4.4 CUSTOMER acknowledges that Authorization, (i) indicates only the availability of credit at the time of Authorization; (ii) does not warrant that the person presenting the Card is the rightful Cardholder, and (iii) is not an unconditional promise or guarantee by SERVICERS that any Card transaction will not be subject to Chargeback.

4.5 If CUSTOMER obtains an Authorization by telephone, CUSTOMER shall record the approval number on the Sales Draft.

5. Electronic Commerce Transactions.

CUSTOMER acknowledges and agrees that this Section 5 pertains only to ECTs that arise from transactions effected in U. S. dollars. All of CUSTOMER's ECTs must be in U.S. dollars and will be settled in U.S. dollars. Under the Card Organization Rules, ECTs are considered non face-to-face Card transactions. In addition, CUSTOMER must properly identify each ECT in the Sales Draft.

CUSTOMER agrees to develop and maintain a point of presence on the Internet at CUSTOMER's expense. CUSTOMER must post CUSTOMER's consumer data privacy policy and method of transaction security on CUSTOMER's web site(s) in accordance with the Card Organization Rules and Applicable Law. CUSTOMER will, in accordance with the Card Organization Rules and Applicable Law: (i) install and maintain a working firewall to protect data accessible via the Internet; (ii) keep security patches up to date; (iii) encrypt stored data; (iv) encrypt data sent across networks; (v) use and regularly update anti-virus software; (vi) restrict access to data on a "need to know" basis; (vii) assign a unique ID to each person with computer access to data; (viii) not use vendor-supplied defaults for system passwords and other security parameters; (ix) track access to data by unique ID; (x) regularly test security systems and processes; (xi) maintain a policy that addresses information security for employees and contractors; and (xii) restrict physical access to Cardholder data.

CUSTOMER's Internet web site must contain (a) a complete description of the goods or services offered, (b) CUSTOMER's returned merchandise and refund policy, (c) CUSTOMER's customer service contact information, including e-mail address and/or telephone number, (d) transaction currency, (e) export or legal restrictions (if known), (f) CUSTOMER's delivery policy and (g) CUSTOMER's country of domicile immediately prior to the Cardholder's accessing of payment instructions. In addition, CUSTOMER must disclose, at all points of Cardholder interaction (including any of CUSTOMER's supplier or subcontractor Internet web sites and any of CUSTOMER's promotional materials and invoices), to the Cardholder that CUSTOMER, and not any of any CUSTOMER's suppliers of goods or subcontractors for services, is the merchant of record and responsible for any Card transaction. CUSTOMER must also notify the Cardholder that CUSTOMER is responsible for (i) payment transactions, (ii) products and services, (iii) direct customer service, (iv) dispute resolution, and (v) all terms and conditions of the transaction. CUSTOMER must display on CUSTOMER's internet web site(s) the Card Organization Marks, whenever CUSTOMER display payment options, in accordance with the Operating Guide and Subsection 3 herein.

CUSTOMER will be responsible for all costs of connectivity and communication between CUSTOMER, the Internet and SERVICERS. CUSTOMER agrees to utilize SSL (Secure Sockets Layer) or other secure compatible encryption method acceptable to SERVICERS in providing CUSTOMER's ECTs to SERVICERS for authorization, processing and settlement.

CUSTOMER assumes all responsibility for identification of the Cardholder and the validity of the Card information for ECT. CUSTOMER agrees that each Authorization request will include a request for address verification and a positive response for it. CUSTOMER agrees to identify separately any high-risk transactions CUSTOMER submits. The high-risk transactions include, but are not limited to, any under Merchant Category Code 5967 - Direct Marketing - Inbound Telemarketing Merchants.

6. Multiple Sales Drafts and Partial Consideration.

6.1 Except as shall be specifically set forth in the Operating Guide or the Card Organization Rules, CUSTOMER shall list all items of goods and services purchased during each Card transaction and the total amount thereof on a single Sales Draft.

6.2 CUSTOMER shall comply with all special procedures and conditions applicable under the Operating Guide and the Card Organization Rules with respect to any partial payment, installment payment, delayed delivery or advance deposit situation and any delayed or amended charges for a travel and entertainment transaction. CUSTOMER shall not use more than one Sales Draft to

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represent a single Card transaction to avoid the need for Authorization.

7. **Pre-Authorized Orders.**

- 7.1 A Pre-Authorized Order may include the payment of recurring charges such as insurance premiums, subscriptions, membership fees, tuition or utility charges and may also include preauthorized health care payments (subject to a Supplement).
- 7.2 If CUSTOMER is authorized to accept Pre-Authorized Orders, Authorization for each such Card transaction, regardless of the amount, must be obtained, and CUSTOMER must verify "Recurring Transaction" (for Visa and other non-MasterCard Card transactions) or "PO" (for MasterCard Card transactions) as applicable, on the Sales Order in lieu of the Cardholder's signature.
- 7.3 Except for preauthorized health care payments for the incremental costs not covered by insurance, advance deposits and treatment payments, all made in compliance with this Agreement, a Pre-Authorized Order may not include partial payments made to CUSTOMER for goods or services purchased in a single transaction. In no event may any finance charges be imposed on any periodic payments in connection with a Pre-Authorized Order.
- 7.4 CUSTOMER may not accept a Pre-Authorized Order from a Cardholder for the purchase of goods or services which are delivered or performed periodically unless the Cardholder completes and delivers to CUSTOMER a written request (and, when applicable, a written renewal request) identifying (i) the goods or services to be charged to the Cardholder's account, (ii) the amount of the preauthorized or recurring charges (unless such charges are for variable amounts), (iii) the frequency of the preauthorized or recurring charges and (iv) the duration of time for which the Cardholder's permission is granted. If CUSTOMER accepts any Pre-Authorized Orders for variable amounts, CUSTOMER must comply with the supplemental provisions set forth in the applicable Supplements.
- 7.5 The Cardholder's written request (including any written renewal request) must be: (a) retained for the duration of the preauthorized or recurring charges; (b) provided in response to an issuer's request for original documentation; and (c) used no longer after receiving notice of cancellation.

8. **CUSTOMER Responsibilities for Persons Used by CUSTOMER.**

8.1 **Use of Person.** CUSTOMER's use of the services, equipment, software, systems, materials, supplies or resources of Persons regarding CUSTOMER's Card transactions processing, including, without limitation, Merchant Providers and any third party lessors and licensors, will not affect CUSTOMER's obligations under this Agreement to SERVICERS which will apply to the same extent as if CUSTOMER had not used them. SERVICERS have no liability or responsibility to CUSTOMER or others regarding these Persons, even if SERVICERS referred them to CUSTOMER. These third parties are CUSTOMER's agents, and CUSTOMER is solely responsible for (i) determining whether they can meet CUSTOMER's needs and standards, (ii) their actions, inactions and compliance with the terms of this Agreement and Applicable Law and (iii) any and all fees, costs, expenses and other obligations owed to them by CUSTOMER or owed by them to SERVICERS or to the Card Organizations.

8.2 **Merchant Providers.** Before CUSTOMER engages any Merchant Provider, CUSTOMER must provide to SERVICERS in writing (a) the Merchant Provider's legal name, (b) contact information, and (c) intended function. CUSTOMER covenants with SERVICERS that CUSTOMER will not use, allow the use of, or provide to any Merchant Provider access to any Cardholder data, BAMS Systems, BAMS Software or Services until CUSTOMER receives SERVICERS' approval and, if required, confirmation of SERVICERS' registration of that Merchant Provider with applicable Card Organizations. CUSTOMER must ensure that CUSTOMER and Merchant Providers: (i) comply with the registration process which can involve site inspections, background investigations, provision of financial statements, and any other information required by a Card Organization; (ii) comply with the periodic and other reporting required by a Card Organization; and (iii) comply with this Agreement and Applicable Law, including without limitation, those provisions requiring security of Cardholder data. CUSTOMER may allow Merchant Providers access to Cardholder data only for purposes authorized under and in conformance with the Card Organization Rules and Applicable Law. CUSTOMER is responsible for all of SERVICERS' costs and expenses associated with SERVICERS' review, approval, certification (and recertification as may be required by the Card Organization Rules) and registration of any Merchant Providers.

Upon request and reasonable notice, CUSTOMER will provide, and will ensure that Merchant Providers provide, to SERVICERS and SERVICERS' respective representatives prompt access to CUSTOMER's and their ledgers and records for the purposes of performing any inspection and copying books or records pertaining to the transactions contemplated under this Agreement. CUSTOMER must have written agreements with Merchant Providers regarding such access.

9. **Cardholder Refunds and Credits.**

9.1 If a Cardholder returns goods or cancels services purchased from CUSTOMER with a Card, or CUSTOMER allows any other price adjustment after a sale has been completed and a refund or adjustment is due to the Cardholder (other than any involuntary refund required by applicable

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store or other card or by Applicable Law, CUSTOMER will not return cash to the Cardholder but will instead prepare a Credit Draft and process each such refund or adjustment, as specified in the Operating Guide and Card Organization Rules. CUSTOMER will give the Cardholder a copy of the completed Credit Draft.

9.2 If CUSTOMER establishes a policy limiting refunds or acceptance of returned merchandise (e.g., no refund, exchange only, in-store credit only, or special conditions), CUSTOMER must follow the procedures set forth in the Operating Guide regarding refunds and returned merchandise.

10. Presentation of Card Transactions.

10.1 Locations. CUSTOMER will provide SERVICERS with a complete list of all CUSTOMER's Locations in the United States and its territories where CUSTOMER desires to accept Cards, with current information for each Location, including physical address and telephone number(s), routing address and, if available, fax number(s) and email address(es). CUSTOMER will provide an updated list as changes to any of CUSTOMER's Locations or their related information occur.

10.2 CUSTOMER shall electronically (or physically, when authorized by SERVICERS) deliver to SERVICERS Sales Drafts and Credit Drafts for all Card transactions to be processed and settled under this Agreement. The deadlines for submitting Sales Drafts and Credit Drafts are set forth in the Operating Guide and Card Organization Rules corresponding to the applicable Card types and related rules. In no event shall such deadlines be later than the 15th calendar day of the banking day (whichever is earlier) after completing Card transactions (unless CUSTOMER is entitled to any special extension of these deadlines). CUSTOMER acknowledges that the times specified in the preceding sentence are the maximum deadlines and that faster time frames are required to qualify for incentive programs.

10.3 CUSTOMER will not submit any Sales Draft that was not created in conjunction with a Card transaction between CUSTOMER and the applicable Cardholder. Under no circumstances will CUSTOMER submit any Sales Draft that has been previously charged back by the Cardholder and subsequently returned to CUSTOMER.

11. Settlement of Card Transactions.

11.1 Settlement of Sales Drafts. SERVICERS will settle with CUSTOMER for each Sales Draft acquired and accepted by SERVICERS under this Agreement after SERVICERS receive payment for that Sales Draft from the related Card Organization, subject to the terms of this Agreement. Unless SERVICERS agree in writing otherwise, SERVICERS will only acquire Sales Drafts for Visa, MasterCard and Discover Network Card types (including those of other Card Organizations processed under Visa, MasterCard or Discover Network Card Organization Rules); provided, however, that if CUSTOMER has been classified by Discover Network as having a Discover Direct Strategic Relationship with Discover Network, SERVICERS will not acquire CUSTOMER's Discover Network transactions and they will be subject to CUSTOMER's agreement with Discover Network. CUSTOMER acknowledges and agrees that if SERVICERS have not agreed to or do not acquire transactions for any Card type (i) SERVICERS have no liability or responsibility whatsoever for the settlement of or charges regarding those transactions and (ii) CUSTOMER will pursue directly with the related Card Organization all claims and disputes regarding those transactions. CUSTOMER agrees to pay SERVICERS for per item processing, authorization and other fees in the Fee Schedule for any non-acquired transaction services CUSTOMER receives from SERVICERS.

11.2 Settlement Account and DA Operations. CUSTOMER will designate, in writing, and maintain the Settlement Account for the purposes of settling transactions under this Agreement. If the Settlement Account is with BANK, in the absence of any other written agreement with BANK, the terms and conditions that apply to BANK's deposit accounts of the same type will apply. As amounts become payable to CUSTOMER or to SERVICERS under this Agreement, SERVICERS may, unless otherwise agreed, make payments to or receive payments from CUSTOMER by crediting or debiting the Settlement Account without prior notice as provided herein. If CUSTOMER does not maintain a Settlement Account with BANK, payments between CUSTOMER and SERVICERS must be made in a manner satisfactory to SERVICERS. If CUSTOMER does not maintain sufficient balances in the Settlement Account to cover amounts owing under this Agreement, CUSTOMER must immediately pay all such amounts directly to SERVICERS, and if CUSTOMER does not do so, at SERVICERS' discretion SERVICERS may cease processing additional Card transactions until the amounts due are paid.

CUSTOMER acknowledges and agrees that transfers to or from the Settlement Account will be made on the basis of account number and bank routing number only. SERVICERS are not responsible for detecting errors in any Settlement Account information CUSTOMER provides, including the account numbers and routing numbers associated with the Settlement Account, even if any of those numbers do not correspond to the account or bank identified by name. CUSTOMER's obligations and SERVICERS' Apts regarding any settlement transfers SERVICERS

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make in reliance on the account number(s) and bank routing number(s) for the Settlement Account are not excused in these circumstances, even if CUSTOMER provides SERVICERS erroneous information.

SERVICERS will initiate a transfer of settlement funds to CUSTOMER as set forth in Section 12.3. SERVICERS will not be liable for any delays in receipt of settlement funds or errors in credits or debits to the Settlement Account that are caused by Persons, including but not limited to, delays or errors of any Card Organization or any financial institution other than BANK.

SERVICERS may debit the Settlement Account for the following purposes: (a) to correct accounting or other settlement errors, after providing Customer with notice of the scope of such adjustments, (b) for the amount of Credit Drafts, Adjustments or Chargebacks, (c) fees and fines imposed upon SERVICERS by a Card Organization or Issuer as a result of CUSTOMER's actions or omissions, and as substantiated under Section 12.2 herein, and (d) as required under the Card Organization Rules.

- 11.3 Settlement Amounts and Time for Settlement. All settlements to CUSTOMER for Sales Drafts will occur on a daily basis and be based upon gross sales, minus Card Organization Based Fees, Credit Drafts, adjustments, Chargebacks, Discount Rate and other transaction fees set forth on the Fee Schedule, and fees, fines and other amounts imposed upon SERVICERS by a Card Organization or Issuer as a result of CUSTOMER's actions or omissions. SERVICERS will collect all other amounts due from CUSTOMER to SERVICERS, on a monthly basis, whether noted at settlement or separately debited as provided herein. All credits to CUSTOMER's Settlement Account or other payments to CUSTOMER are provisional and are subject to (i) SERVICERS' final audit and confirmation, (ii) fees and fines imposed upon SERVICERS by a Card Organization or Issuer as a result of CUSTOMER's actions or omissions and (iii) any other obligations owed by CUSTOMER to SERVICERS.

Except as otherwise set forth in this Agreement, if SERVICERS receive CUSTOMER's Sales Drafts by the applicable cut off time established by SERVICERS, SERVICERS will initiate a transfer of applicable settlement funds, after receipt thereof from the Card Organization, via ACH (or other payment system available from SERVICERS for these types of transfers) to CUSTOMER's Settlement Account. SERVICERS will generally initiate this transfer by the following Business Day after SERVICERS process the applicable transactions. Generally, the Settlement Account will be credited within two Business Days after SERVICERS' initiation of the transfer.

- 11.4 Settlement Amounts Subject to Adjustments. This Agreement is a contract whereby SERVICERS are extending financial accommodations to CUSTOMER within the meaning of Section 365(c) of the Bankruptcy Code. CUSTOMER's right to receive any amounts due or to become due from SERVICERS or SERVICERS' respective Affiliates, whether or not those amounts are related to this Agreement, is expressly subject and subordinate to Chargeback, setoff, lien, security interest and SERVICERS' rights to withhold settlement funds under this Agreement, without regard to whether such Chargeback, setoff, lien, security interest and the withholding of settlement funds rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

- 11.5 Suspension/Change in Payment Term. In addition to any other remedies available to SERVICERS under this Agreement, CUSTOMER agrees that should any Events of Default occur, SERVICERS may, with notice, change processing or payment terms and/or suspend credits or other payments of any and all funds, money and amounts now due or hereafter become due to CUSTOMER pursuant to the terms of this Agreement, until SERVICERS have had reasonable opportunity to investigate such event.

12. Fees; Adjustments; Collection of Amounts Due; Reconciliation.

- 12.1 Fees and Card Organization Charges. CUSTOMER will pay SERVICERS, within the times specified by SERVICERS, all the fees and charges for the Services calculated pursuant to the Fee Schedule, which includes fees that are in whole or in part based on (i) fees set by Card Organizations, including, without limitation, interchange fees ("Card Organization Based Fees"), (ii) fees set by Persons related to the Services (together with Card Organization Based Fees, "Third Party Based Fees"), and (iii) fees that SERVICERS set. Fees will be charged for all authorization requests, whether or not approved, all Sales Drafts submitted for processing, all Credit Drafts and all Chargebacks. If a Card Organization does not qualify for the lowest interchange rate for which it is eligible, then that Card Organization will be downgraded and processed at a more costly interchange rate for which it qualifies. CUSTOMER will pay retrospective increased interchange fees for any Card Organizations that a Card Organization determines did not qualify for the rates originally used.

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CUSTOMER acknowledges that the fees stated herein are based upon the qualification of CUSTOMER's Card transactions for certain reduced interchange fees as set by the applicable Card Organizations. If a transaction fails to qualify for CUSTOMER's anticipated interchange levels or CUSTOMER inadvertently or intentionally accepts a Card transaction other than the type anticipated for its account (including a different Card type), then, as applicable to the pricing set forth in the Fee Schedule, CUSTOMER will be charged a higher Interchange, Discount Rate or non-qualified interchange fee, as well as any applicable surcharge for that transaction, all as set forth in the Fee Schedule.

**12.2 Card Organization Fees, Assessments and Penalties.** The fees for Services set forth in the Fee Schedule may be adjusted to reflect increases, or new fees imposed by Card Organizations, including without limitation, interchange, assessments and other Card Organization fees, or to pass through increases or new fees charged to SERVICERS by other Persons related to the Services. All such adjustments shall be CUSTOMER's responsibility to pay and shall become effective upon the date any such change or addition is implemented by the applicable Card Organization or other Person as specified in SERVICERS' notice. In addition, CUSTOMER will pay to SERVICERS all fines and penalties, including, but not limited to, any of the foregoing related to CUSTOMER's non-compliance with data security requirements or otherwise based on any CUSTOMER action or failure to act, provided that SERVICERS (1) have provided, in written form, all information and documentation supporting the assessment that the card brands provider; (2) make every attempt to ensure the card brands are following their rules and regulations regarding the assessment of fines and/or penalties related to a data compromise event; and (3) make every attempt to ensure any information used by the card brands to calculate the assessment is correct to the best of their knowledge.

**12.3 Payment of Fees, Charges and Other Amounts.** SERVICERS may debit the Settlement Account for, or withhold from funds SERVICERS owe CUSTOMER under this Agreement, all amounts CUSTOMER owes SERVICERS under this Agreement, if the Settlement Account has insufficient funds. SERVICERS may, without advance notice, withdraw the funds CUSTOMER owes SERVICERS from any other account (including any reserve account) CUSTOMER maintains with SERVICERS (or their respective Affiliates) or to which CUSTOMER has granted SERVICERS access, if sufficient funds are not available from those sources. CUSTOMER must pay the amount of any deficiency immediately upon demand.

**12.4 Third Party Based Fee Changes.** SERVICERS will provide CUSTOMER with at least thirty (30) days' advance notice of any increased or new Third Party Based Fees related to the processing and settlement of transactions. However, SERVICERS' ability to provide such notice depends on SERVICERS' receipt of timely notice from the applicable Persons and in those instances, SERVICERS may not be able to provide CUSTOMER with thirty (30) days' notice. In any event, any increased or new Third Party Based Fees related to the processing and settlement of transactions will become effective and CUSTOMER shall be responsible for paying them as of the date specified in the notice.

**12.5 Intentionally Omitted.**

**12.6 ACH Credits or Debits.** To the extent the Automated Clearing House ("ACH") settlement process is used to effect debits or credits to CUSTOMER's Settlement Account, CUSTOMER agrees to be bound by the terms of the operating rules of the National Automated Clearing House Association ("NACHA"), as in effect from time to time. CUSTOMER hereby authorizes SERVICERS to initiate credit and debit entries and adjustments as permitted under this Agreement to CUSTOMER's account through the ACH network and/or through direct institutions to the financial institution where CUSTOMER's Settlement Account is maintained for amounts due under this Agreement and under any agreements with SERVICERS or SERVICERS' respective Affiliates for any related services, as well as for any credit entries in error. CUSTOMER hereby authorizes the financial institution where CUSTOMER's Settlement Account is maintained to effect all such credits and debits to CUSTOMER's account. This authority will remain in full force and effect until SERVICERS have given written notice to the financial institution where CUSTOMER's Settlement Account is maintained that all entries due under this Agreement and any other agreements with SERVICERS or SERVICERS' Affiliates for any related services have been paid in full.

**12.7 Taxes, Duties, Penalties, Fines, Customary Fees or Any Fees Imposed on the Services or Transactions Contemplated by this Agreement.**

**12.8 Query to Review Statements.** CUSTOMER must promptly and carefully review, statements and reports provided or made available to CUSTOMER (physically, electronically or otherwise) reflecting Card transaction activity, including, activity in the Settlement Account, whether provided by SERVICERS or Persons.

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**12.9 Duty to Notify SERVICERS of Discrepancies or Adjustments.** If CUSTOMER believes any discrepancies exist or adjustments are needed with respect to any debits or credits effected by SERVICERS with respect to CUSTOMER's Settlement Account or for any amounts due to or due from CUSTOMER, or if CUSTOMER has any other questions or concerns regarding CUSTOMER's Card transactions that are processed and settled by SERVICERS or regarding any statement or report provided or made available by SERVICERS (physically, electronically or otherwise), CUSTOMER must notify BAMS in writing (i) within sixty (60) days after such debit or credit is effected, such transaction is processed and settled, or such statement or report is provided, or (ii) such shorter time as is provided in the terms and conditions covering that account. If CUSTOMER fails to notify BAMS within such time frame, SERVICERS will not be required to investigate the matter or effect any related adjustment, abstract any funds misappropriated by SERVICERS. If CUSTOMER notifies BAMS after such time period, SERVICERS may, in SERVICERS' discretion and at CUSTOMER's cost, investigate the matter addressed in CUSTOMER's notice, but SERVICERS will not have any liability to effect any related adjustment absent any funds misappropriated by SERVICERS. Any voluntary efforts by SERVICERS to assist CUSTOMER in investigating such matters will not create any obligation to continue such investigation or any future investigation.

**12.10 Electronic Statements.** If CUSTOMER elects to receive statements via electronic mail or online via the Internet, then (a) CUSTOMER authorizes SERVICERS to deliver statements and reports. Card Organization and regulatory information and notices of change in terms that SERVICERS would typically include with paper statements and notifications to review them (collectively, "Electronic Statements") at a web-accessible location on SERVICERS' computer servers, to CUSTOMER electronically. (b) SERVICERS are not required to provide CUSTOMER with a paper copy of statements but SERVICERS may, in SERVICERS' sole discretion, do so at any time. (c) CUSTOMER may request a paper copy of CUSTOMER's merchant account statement(s) from SERVICERS; however, a fee may apply for such request, and (d) Electronic Statements are part of the Services provided under this Agreement.

If CUSTOMER elects to receive Electronic Statements for its merchant account(s) via electronic mail ("e-mail"), CUSTOMER represents and warrants to, and covenants with, SERVICERS and agrees that: (i) CUSTOMER will disable any spam filter (or similar device or software that could prevent delivery of e-mail from to CUSTOMER) and add "[SERVICERS@card.com](mailto:SERVICERS@card.com)" (the specific addressee portion will vary due to automation) (and such other e-mail address or domain that we may specify from time to time or from which CUSTOMER otherwise receives and Electronic Statements from SERVICERS) as a safe e-mail address or domain with respect to the e-mail account CUSTOMER designates for SERVICERS to send Electronic Statements; (ii) CUSTOMER is responsible for the accuracy and validity of all e-mail addresses provided by CUSTOMER and/or its agents; (iii) CUSTOMER will ensure that the e-mail account(s) designated for SERVICERS to send CUSTOMER Electronic Statements are under CUSTOMER's ownership or control and will be regularly accessible and actively monitored by CUSTOMER's authorized representatives; (iv) CUSTOMER will not share or permit to be known by any Person not authorized to view Electronic Statements on CUSTOMER's behalf, or store as an "outlook" field on a web browser, any password or encryption key; (v) CUSTOMER will notify SERVICERS promptly if CUSTOMER has not received an Electronic Statement from SERVICERS in the time frame that CUSTOMER normally receives Electronic Statements from SERVICERS, but in no event later than five (5) Business Days after the close of the statement cycle; (vi) CUSTOMER will notify SERVICERS prior to any change of e-mail address(es) designated for receipt of Electronic Statements; (vii) Electronic Statements are subject to the reconciliation time frames described in Section 12, hereof; and (viii) immediately after being transmitted from SERVICERS' e-mail server, CUSTOMER will be solely responsible for preventing the disclosure, interception and viewing of Electronic Statements by any unauthorized Person or Person that is otherwise not in compliance with applicable law.

SERVICERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING CUSTOMER'S ACTUAL RECEIPT OF E-MAILED ELECTRONIC STATEMENTS THAT SERVICERS ATTEMPTS TO DELIVER TO CUSTOMER.

**12.11 Duty Regarding Merchant Systems.** CUSTOMER will be responsible for auditing, balancing, verifying and reconciling any out-of-balance condition within the Merchant Systems, and for notifying SERVICERS of any errors in the foregoing after receipt of the applicable report from SERVICERS. CUSTOMER will notify SERVICERS 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, CUSTOMER must balance each Location to the BAMS system for each business day that each Location is open. If CUSTOMER determines that transaction(s) have been processed in error, CUSTOMER will initiate the appropriate transaction for adjustment to correct the transaction in question. CUSTOMER is responsible for all applicable adjustment fees per applicable Card Organization.

**13. Chargebacks.**

**13.1 Chargebacks Private [invo@mbh](mailto:invo@mbh).** CUSTOMER will pay SERVICERS the amount of each Card transaction that CUSTOMER submitted to SERVICERS for processing that is charged back to SERVICERS

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for any reason permitted by the Card Organization Rules. Each Chargeback to CUSTOMER is immediately due and payable by CUSTOMER.

**13.2 Dispute Chargebacks.** CUSTOMER may dispute a Chargeback as provided in the Card Organization Rules, including any requirements for timely submission. SERVICERS' obligation to CUSTOMER respecting Chargeback disputes is limited to permissible presentation of CUSTOMER's dispute to the appropriate Card Organization. SERVICERS will not engage in direct collection efforts against Cardholders on CUSTOMER's behalf.

**13.3 Chargeback Fees.** CUSTOMER will pay SERVICERS the fees associated with processing Chargebacks as provided in the Fee Schedule, without regard to whether the Chargeback is settled in CUSTOMER's favor or the Cardholder's favor. In addition, in the event the percentage of Chargebacks to CUSTOMER's merchant account meets or exceeds the percentage considered excessive by the Card Organization, CUSTOMER will pay SERVICERS the Excess Chargeback Fee stated in the Fee Schedule (in addition to any fees imposed on SERVICERS by the Card Organization). The rate and the method of calculation for what each Card Organization considers excessive may be found in its Card Organization Rules. All fees related to processing Chargebacks, including any Excess Chargeback fees, are immediately due and payable to SERVICERS upon assessment.

**14. Representations, Warranties and Covenants.**

14.1 Without limiting any other warranties hereunder, CUSTOMER represents, warrants and covenants with SERVICERS and with the submission of each Sales Draft reaffirms, the following representations, warranties and covenants:

- (1) each Card transaction is genuine and arises from a bona fide transaction, permissible under the Card Organization Rules and Applicable Law, by the Cardholder directly with CUSTOMER;
- (2) each Card transaction represents a valid obligation for the amount shown on the Sales Draft, Preauthorized Order, or Credit Order, and does not involve the use of a Card for any other purpose;
- (3) each Card transaction represents an obligation of the related Cardholder for the amount of the Card transaction;
- (4) the amount charged for each Card transaction is not subject to any dispute, set off or counterclaim;
- (5) each Card transaction amount is only for respective merchandise or services (including taxes, but without any surcharge except as permitted under Card Organization Rules) sold, leased or rented or other payments to CUSTOMER and, except for any delayed delivery or advance deposit Card transactions expressly authorized by this Agreement, that merchandise or service was actually delivered to or performed for the Cardholder entering into that Card transaction simultaneously upon CUSTOMER accepting and submitting that Card transaction for processing;
- (6) with respect to each Card transaction, CUSTOMER has no knowledge or notice of any fact, circumstance or defense which would indicate that such Card transaction is fraudulent or not authorized by the related Cardholder or which would otherwise impair the validity or collectability of that Cardholder's obligation arising from that Card transaction or relieve that Cardholder from liability with respect thereto;
- (7) each Card transaction is made in accordance with the terms of this Agreement and Applicable Law;
- (8) each Sales Draft is free of any alteration not authorized by the related Cardholder;
- (9) CUSTOMER has completed one Card transaction per sale; or one Card transaction per shipment of goods for which the Cardholder has agreed to partial shipments;
- (10) CUSTOMER is validly existing, in good standing and free to enter into this Agreement;
- (11) all information provided to SERVICERS in support of this Agreement is true and correct;
- (12) CUSTOMER is not doing business under a name or style not previously disclosed to SERVICERS;
- (13) CUSTOMER has not changed the nature of CUSTOMER's business, Card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different merchant category code under Card Organization Rules, in a way not previously disclosed to SERVICERS;
- (14) CUSTOMER will use the Services only for CUSTOMER's own proper business purposes and will not resell, directly or indirectly, any part of the Services to any Person;
- (15) CUSTOMER has not filed a bankruptcy petition not previously disclosed to SERVICERS;
- (16) CUSTOMER owns and controls the Settlement Account, and no security interest or lien of any type in favor of a Person exists regarding the Settlement Account or any Card transaction;
- (17) CUSTOMER will not at any time during the term of this Agreement, or until all amounts due under this Agreement have been paid in full, grant or pledge any security interest or lien in the Settlement Account or transaction proceeds to any Person, without SERVICERS' consent; and
- (18) CUSTOMER will use best efforts to seek appropriations in order to fund its obligations for amounts due and owing to SERVICERS under this Agreement.

14.2 SERVICERS represent and warrant to CUSTOMER that

- (1) SERVICERS will perform their obligations pursuant to this Agreement in accordance with the Applicable Law and the Card Organization Rules;
- (2) SERVICERS are validly existing, in good standing and free to enter into this Agreement;

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13. Retention of Records.

13.1 Unless prohibited by the Card Organization Rules, CUSTOMER will retain, for a period of at least eighteen (18) months from the date of the Card transaction or such other longer period as may be required by the Card Organization Rules, legible copies or images (electronically or otherwise) of CUSTOMER's Sales Order, Cardholder consents for Pre-Authorized Orders and Credit Debits, CUSTOMER's obligation to retain records does not provide authority for CUSTOMER to retain Card magnetic stripe data.

13.2 CUSTOMER will submit to SERVICERS a legible copy or image of a Sales Order, Cardholder consent for a Pre-Authorized Order or Credit Debit if any issuer requests one. CUSTOMER's deadline for providing to SERVICERS a legible copy or image of the requested Sales Order, Cardholder consent for a Pre-Authorized Order or Credit Debit is ten (10) days after the date of the issuer's retrieval request, or as specified in the notice from SERVICERS. CUSTOMER acknowledges that CUSTOMER's failure to properly and timely respond to any retrieval request may result in a Chargeback.

14. System Testing and System Enhancements.

14.1 SERVICERS reserve the right to conduct testing of the Merchant Systems for a period of time reasonably necessary for them to meet SERVICERS, the Merchant Equipment manufacturers, any third party integrators and the Card Organizations' then-current applicable requirements. Throughout the term of this Agreement, if CUSTOMER changes or modifies the Merchant Systems for any reason, including but not limited to modifications to accommodate changes in Card Organization Rules or Applicable Law, CUSTOMER will immediately notify SERVICERS of such changes or modifications, and SERVICERS will have a reasonable amount of time to conduct certification testing of the Merchant Systems to verify that it meets SERVICERS, any third party integrators and the Card Organizations' then-current applicable requirements. The first such standard re-certification will be performed by SERVICERS at no cost to CUSTOMER; however, subsequent re-certifications will be billed to CUSTOMER at SERVICERS' then-current hourly rate. Notwithstanding anything to the contrary, by conducting implementation or certification testing, SERVICERS do not guarantee that CUSTOMER's transactions will qualify at the lowest possible interchange level. CUSTOMER assumes all liability resulting from CUSTOMER's failure to notify SERVICERS of the changes or modifications or CUSTOMER's refusal to allow SERVICERS to conduct the implementation or certification testing.

14.2 If, after the effective date of this Agreement, CUSTOMER requests SERVICERS to perform or provide any system enhancements, custom reports, special files, terminal applications, related service enhancements or new services (collectively, "System Enhancements"), and SERVICERS agree to do so, these System Enhancements will be made in accordance with terms and conditions, including pricing, agreed to by the parties in writing.

17. Confidentiality.

17.1 To the extent SERVICERS seek to maintain the confidentiality of certain information exchanged in the course of providing services under this Agreement, the Servicers shall clearly identify in writing all information claimed to be confidential. SERVICERS acknowledge that the State, as CUSTOMER, is subject to State and Federal laws and regulations related to the disclosure of information, including, but not limited to, NH RSA Chapter 91-A. The State, as CUSTOMER, shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and Federal laws and regulations, including, but not limited to, NH RSA Chapter 91-A.

17.2 SERVICERS' confidential information shall be used by CUSTOMER only to exercise CUSTOMER's rights and to perform CUSTOMER's obligations hereunder. In the event the State, as CUSTOMER, receives a request for the identified Confidential Information, the State will notify the SERVICERS and specify the date the State will be releasing the requested information that the State deems subject to disclosure pursuant to applicable State and Federal laws. Any effort to prohibit or enjoin the release of SERVICERS' confidential information shall be the SERVICERS' sole responsibility and at the SERVICERS' sole expense. If the SERVICERS fail to obtain a court order enjoining the disclosure, the State may release the information on the date specified in the State's notice to the SERVICERS, without any liability to the SERVICERS.

17.3 SERVICERS will keep confidential, in accordance with Applicable Law and the Card Organization Rules, any information received by SERVICERS from CUSTOMER or CUSTOMER's agents regarding CUSTOMER's use of the Services, including any relationship and transaction information; provided that SERVICERS may disclose such information (i) to Persons to the extent necessary to provide the Services, (ii) SERVICERS' respective auditors and attorneys (internal and external) and regulators, (iii) as required or permitted by Applicable Law and (iv) to SERVICERS' respective Affiliates as SERVICERS deem appropriate. CUSTOMER acknowledges and agrees that any information obtained by SERVICERS may be shared with SERVICERS' respective Affiliates, who have a need-to-know, in connection with the

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- provision of the Services, as long as such Affiliates are under obligation to treat such information with the same degree of care as required of SERVICERS.
- 17.4 In addition to the information security provisions elsewhere in this Agreement, neither CUSTOMER nor SERVICERS will use, store, disclose, sell or disseminate any Cardholder data obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders), except in accordance with the Card Organization Rules and Applicable Law (e.g., for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transactions). The foregoing will not apply in the instance of a court or governmental request, subpoena or order. SERVICERS may use any Cardholder data for purposes associated with BANK's role as an issuer if such Cardholder data is derived from a Card transaction in which the Card used was issued by BANK. Further, in accordance with the Operating Guide, Card Organization Rules and Applicable Law, SERVICERS may participate in sharing Cardholder data among SERVICERS' Affiliates, other financial institutions, regulatory authorities, law enforcement agencies and any other Persons authorized by the Card Organization Rules and Applicable Law. In addition, SERVICERS may participate in sharing Cardholder data with any Card Organization or its designee at the request of that Card Organization.
- 17.5 CUSTOMER acknowledges that it will not obtain ownership rights in any information relating to and derived from Card transactions, Cardholder account numbers, personal information and other Card transaction information, including any databases containing such information, may not be sold or disclosed to a Person as an asset upon a bankruptcy, insolvency or failure of CUSTOMER'S business. Upon a bankruptcy, insolvency or failure of CUSTOMER'S business, all Card transaction information must be returned to SERVICERS or acceptable proof of the destruction of all Card transaction information must be provided to SERVICERS.
- 17.6 The obligations of confidentiality and restrictions on use in this Section shall not apply to any confidential information that: (i) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the party that received such confidential information; (ii) was received from a Person free of any obligation of confidence of the disclosing party and which Person, to the receiving party's knowledge, was not under an obligation to keep the information confidential; (iii) was already in the receiving party's possession prior to receipt from the disclosing party; (iv) is required to be disclosed by law, regulation or court order after giving the disclosing party as much advance notice as practical of the possibility of disclosure; or (v) is subsequently and independently developed by the receiving party's employees, consultants or agents without use of or reliance to the disclosing party's confidential information.
- 17.7 Intentionally Omitted.
- 17.8 Except as specifically provided for herein, this Section does not confer any right, license, interest or use in, to or under SERVICERS' confidential information to CUSTOMER. Except as specifically provided for herein, no license is hereby granted to CUSTOMER under any patent, trademark, copyright, trade secret or other proprietary rights of SERVICERS, and CUSTOMER shall not assign to any Person the right to use the Marks of SERVICER or its agents. All right, title, and interest in, and to all intellectual property related to the Services (including, without limitation, the content of any website, web screens, layouts, processing techniques, procedures, algorithms, and methods), owned, developed or licensed by SERVICERS prior to, during the term of, or after the Agreement, or employed by SERVICERS in connection with the Services and any updates, changes, alterations or modifications to or derivative works from such intellectual property, shall be and remain, as among the parties, SERVICERS' exclusive property.
- 17.9 CUSTOMER agrees that SERVICERS may obtain relevant information from any applicable telecommunications provider utilized by CUSTOMER, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by CUSTOMER in connection with the Services.
- 17.10 Notwithstanding any contrary provisions in the contracting documents for any other accounts, CUSTOMER has with BANK, BANK may share and exchange with BANK and its respective Affiliates and agents information about CUSTOMER and those accounts in connection with the Services, and any services provided by TeleCheck Services, Inc., First Data Merchant Services Corporation, or any other SERVICERS of Services under this Agreement.
18. Examinations, Audits and Corrective Action.
- 18.1 **SERVICERS' Rights.** SERVICERS or their respective designees will have the right, during the term of this Agreement and for one (1) year thereafter, upon reasonable advance written notice and during normal business hours, to conduct a review of the books, records, operations and Merchant Equipment of CUSTOMER, Merchant Providers and CUSTOMER's other third party service providers to determine or to verify CUSTOMER's and their compliance with CUSTOMER's obligations under this Agreement.
- 18.2 **Card Organization and Investigation.** CUSTOMER will, upon reasonable prior written notice from SERVICERS and as directed by any Card Organization, permit any Person acceptable to that Card

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Organization to examine and audit the records, operations and Merchant Systems relevant to such Card Organization. The scope, standards and frequency of the examinations and audits will be determined by the Card Organization requesting it. The results, including, but not limited to any written reports of such examinations and audits, must be made available to the Card Organization requesting it and SERVICES. All expenses related to such examinations and audits will be paid by CUSTOMER.

**18.3 Remediation.** CUSTOMER must promptly take corrective action acceptable to SERVICES and the Card Organization to rectify (i) any failure to comply with this Agreement or any problem identified in any report, examination or audit that could reasonably be expected to have an adverse impact on SERVICES, issuers, Card Organizations or Cardholders and (ii) any control deficiencies identified in such report.

**18.4 Restricted Access.** Notwithstanding anything to the contrary in Sections 17 (Confidentiality) and 20 (Information Security) of the Agreement, CUSTOMER agrees to provide reasonable access to Merchant Systems and CUSTOMER's facilities and records and those of Merchant Providers during normal business hours for examination purposes to any state or federal agencies with jurisdiction over SERVICES or any Card Organization, upon SERVICES' prior written request.

**19. Reserve Account; Security Interest; Set-Off.**

**19.1** To the extent permitted under Applicable Law, CUSTOMER expressly authorizes SERVICES to establish an account (the "Reserve Account") pursuant to the terms and conditions set forth in this Section 19. The initial amount of such Reserve Account shall be set by SERVICES, in their sole discretion, based upon CUSTOMER processing history and the anticipated risk of loss to SERVICES.

**19.2** The Reserve Account shall be fully funded upon three (3) days' notice to CUSTOMER, or in instances of fraud or an Event of Default, Reserve Account funding may be immediate, whereupon notice of said establishment of the Reserve Account will occur within a commercially reasonable period of time after the occurrence. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debts to CUSTOMER's Settlement Account or any other accounts held by BANK or any of its Affiliates; (ii) one or more deductions or all sets to any payments otherwise due to CUSTOMER; (iii) CUSTOMER's delivery to SERVICES of a letter of credit; or (iv) if SERVICES so agree, CUSTOMER's pledge to SERVICES of a fully transferable and negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to SERVICES and shall be in a form satisfactory to SERVICES. In addition to the foregoing methods of funding, CUSTOMER shall have the option of funding the Reserve Account in any manner which is mutually agreeable between CUSTOMER and SERVICES. In the event of termination of this Agreement by either CUSTOMER or SERVICES, an immediate Reserve Account may be established without notice in the manner provided above. Any Reserve Account will be held by BANK for the greater of ten (10) months after termination of this Agreement or for such longer period of time as is consistent with BANK's policy for Card Transactions in accordance with Card Organization Rules. CUSTOMER's funds held in a reserve account may be held in a commingled Reserve Account for the reserve funds of BANK's customers, without involvement by an independent escrow agent. SERVICES will hold funds pursuant to this Section 19 in master account(s) with your funds allocated to separate sub accounts. CUSTOMER will not at any time during the term of this Agreement, or until all amounts due under this Agreement have been paid in full, grant or pledge any security interest or lien in the Reserve Account to any Person without SERVICES' consent. CUSTOMER acknowledges and agrees that Section 12.8 (Duty to Review Statements) and Section 12.9 (Duty to Notify Services of Discrepancies or Adjustments) shall apply with respect to the Reserve Account.

**19.3** If CUSTOMER's funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees and other charges due from CUSTOMER, or if the funds in the Reserve Account have been released, CUSTOMER agrees to promptly pay SERVICES such sums upon request; in the event of a failure by CUSTOMER to fund the Reserve Account, SERVICES may fund such Reserve Account in the manner set forth in Subsection 19.2 above. CUSTOMER acknowledges and agrees that its failure to establish or maintain funds in the Reserve Account as required by SERVICES hereunder shall be a material default of CUSTOMER under this Agreement.

**19.4** To the extent permitted under Applicable Law, to secure CUSTOMER's performance of CUSTOMER's obligations under this Agreement, and any other agreement for the provision of related equipment or related service CUSTOMER grants SERVICES security interests in each transaction and its proceeds, the Settlement Account, the Reserve Account (if any) and any other depository, reserve or bank account held by CUSTOMER with SERVICES, the Settlement

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Account at any other financial institution, whether now existing or established in the future, and in the balances and proceeds of all those accounts, any funds due CUSTOMER from SERVICERS, and any of CUSTOMER's property held by SERVICERS and SERVICERS' respective AFFILIATES. SERVICERS may enforce these security interests without notice or demand to the extent permitted by the Card Organization Rules and Applicable Law. The security interests granted under this Agreement will survive the termination of this Agreement until all CUSTOMER's obligations are irrevocably paid and performed in full. In addition, CUSTOMER's assent to the terms of this Agreement will be considered CUSTOMER's agreement to obtain and execute an appropriate control agreement, pursuant to Article 9 of the Uniform Commercial Code, among CUSTOMER, SERVICERS and any other financial institution, under which agreement SERVICERS, CUSTOMER and that other financial institution agree to the disposition of funds in the Settlement Account, the Reserve Account or any other account or property subject to the security interest in this Agreement without further consent by CUSTOMER, provided that such agreement will not obligate CUSTOMER to pay additional fees to SERVICERS.

19.5 In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, SERVICERS are hereby authorized by CUSTOMER at any time and from time to time, without notice or demand to CUSTOMER or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of CUSTOMER's obligations to SERVICERS and their respective AFFILIATES under this Agreement and any other agreement with SERVICERS or any of SERVICERS' respective AFFILIATES for any related equipment or related services (including any check guarantee and check verification services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. CUSTOMER agrees to duly execute and deliver to SERVICERS such instruments and documents as SERVICERS may reasonably request to perfect and confirm the lien, security interest, right of set-off, recoupment and subordination set forth in this Agreement.

19.6 In the event that a Reserve Account is funded for any of the reasons specified above, SerVICERS shall conduct a Reserve Account Review on at least a quarterly basis to determine whether any adjustments should be made to the account, any such adjustments to be determined in SerVICERS' discretion and subject to the notice requirements set forth above in Section 18.2.

20. Information Security.

20.1 **DATA PROTECTION.** CUSTOMER must, and must ensure that Merchant Providers, have proper security measures in place for the protection of Cardholder data, and comply with the Data Security Standards adopted by the PCI Security Standards Council, LLC (as amended, the "PCI DSS"), which may be reflected in the Visa Cardholder Information Security Program ("CISP"), the MasterCard Site Data Protection Program ("SDPP") and Discover Network's Information and Security Compliance ("DISC"). In addition to all other Card Organization Rules, now or in the future. Additional information regarding the CISP, SDP programs and DISC is available at the Visa web site, [www.visa.com/cisip](http://www.visa.com/cisip), the MasterCard web site, [www.mastercard.com/merchant](http://www.mastercard.com/merchant), Discover Network's web site, [www.DiscoverNetwork.com/informationandsecurity.html](http://www.DiscoverNetwork.com/informationandsecurity.html), and at the PCI DSS web site: <http://www.PCIsecuritystandards.com>, as those links may be updated by such parties, respectively, from time to time. In addition, when available, CUSTOMER must use only services and Merchant Equipment that have been certified as PCI DSS compliant by the Card Organizations. CUSTOMER must have written agreements with Merchant Providers requiring such compliance. CUSTOMER is responsible for demonstrating CUSTOMER's and Merchant Providers' compliance with the CISP, SDP, DISC, and PCI DSS programs and providing SERVICERS or SERVICERS' designees with reasonable access to CUSTOMER's locations and facilities, and ensuring that Merchant Providers provide reasonable access to their facilities, to verify CUSTOMER's and Merchant Providers' ability to prevent security violations.

20.2 **COPIES.** CUSTOMER must, and must ensure that all Merchant Providers, have, maintain, and use at all times proper controls as specified in the Card Organization Rules and Applicable Law for secure storage of, limited access to, and rendering unreadable prior to discarding, all records containing Cardholder data, Card Imprints, and Cardholder signatures. CUSTOMER must not retain or store magnetic stripe or PIN data or Card Validation Codes after a transaction has been authorized. If CUSTOMER stores any electronically captured Cardholder signature, CUSTOMER may reproduce such signature only upon SERVICERS' request.

20.3 **COPIES.** In addition to CUSTOMER's obligations as set forth in Sections 13 of Exhibit C (Indemnity) and Section 17 of Exhibit C-1 (Fees; Adjustments; Collection of Amounts Due; Reconciliation) of this Agreement, if CUSTOMER or a Merchant Provider (or other Person used by CUSTOMER) is determined by any Card Organization, regardless of any forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of Cardholder data or Card transaction information (together, "Compromised Data Event") and regardless of CUSTOMER's belief that CUSTOMER has complied with the Card Organization Rules and Applicable Law or any other security precautions and is not responsible for the Compromised Data Event, CUSTOMER must promptly pay SERVICERS for all related expenses, claims,

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assessments, fines, losses, costs, and penalties and issuer reimbursements imposed by the Card Organizations against SERVICERS (together, "Data-Compromise Lessee"), provided that SERVICERS (1) have provided, in written form, all information and documentation supporting the assessment that the card brands provide; (2) make every attempt to ensure the card brands are following their rules and regulations regarding the assessment of fines and/or penalties related to a data compromise event; and (3) make every attempt to ensure any information used by the card brands to calculate the assessment is correct to the best of their knowledge.

**20.4 Issuer Costs.** In addition to CUSTOMER's obligations in Sections 13 of the Agreement (Indemnity) and 12 (Fees: Adjustments: Collection of Amounts Due: Reconciliation) and Subsection 20.3 (Information Security - Costs) of this Agreement, CUSTOMER must pay SERVICERS promptly for all expenses and costs made by issuers against SERVICERS alleging CUSTOMER's responsibility for the loss, disclosure, theft or compromise of Cardholder data or transaction data, apart from any claim procedures administered by the Card Organizations.

**20.5 Contested Data Event Appeal.** If SERVICERS are allowed under the Card Organization Rules to contest or appeal any claim of an issuer, or any amount assessed by a Card Organization against SERVICERS, which CUSTOMER is obligated to pay under this Section 20, CUSTOMER will be given the opportunity to advise whether CUSTOMER wishes SERVICERS to contest or appeal the claim, assessment, penalty or fine. The decision to contest or appeal will be in SERVICERS' reasonable discretion, and if CUSTOMER asks SERVICERS to contest or appeal, all related costs will be paid by CUSTOMER. Any amount returned to SERVICERS as a result of the contest or appeal will be promptly refunded to CUSTOMER.

**20.6 Notice of Data Breach.** CUSTOMER will (i) immediately notify SERVICERS of any suspected, alleged or confirmed Compromised Data Event, regardless of the source, including any from any Merchant Provider, and (ii) engage, at CUSTOMER's expense, a certified forensic vendor acceptable to SERVICERS and the Card Organizations no later than the time required by a Card Organization, which may be no longer than 24 hours following CUSTOMER's suspected or actual discovery of that Compromised Data Event. If required by a Card Organization, SERVICERS will engage a forensic vendor approved by a Card Organization at CUSTOMER's expense. CUSTOMER must cooperate with the forensic vendor so that it may immediately conduct an examination of Merchant Equipment, Merchant Systems, and CUSTOMER's and Merchant Providers' procedures and records and issue a written report of its findings. CUSTOMER agrees that upon CUSTOMER's suspected or actual discovery of a Compromised Data Event, CUSTOMER will not alter or destroy any related records. CUSTOMER agrees to maintain complete and accurate documentation regarding any modifications made to the records. CUSTOMER will share with SERVICERS information related to CUSTOMER's or any Card Organization's investigation related to any actual or suspected Compromised Data Event (including, but not limited to, forensic reports and systems audits), and SERVICERS may share that information with Card Organizations.

**20.7 System Scans.** Upon notice to CUSTOMER, SERVICERS or SERVICERS' respective representatives may conduct remote electronic scans of Merchant Systems, similar to those conducted under the PCI DSS, to confirm compliance with the requirements of the PCI DSS and similar requirements of the Card Organizations. CUSTOMER must promptly cooperate with SERVICERS to facilitate the scans.

**20.8 Increased Fees for Non-Compliance.** In addition to any other permitted action, if SERVICERS determine that CUSTOMER is not in compliance with any of the data security requirements imposed by this Agreement, the fees for authorizing and processing transactions under this Agreement may be increased by 25% (in addition to CUSTOMER's obligation to reimburse SERVICERS for any Data Compromise Lessee and Issuer Costs) until such time as SERVICERS are satisfied that CUSTOMER has adequately corrected such noncompliance or CUSTOMER demonstrates that CUSTOMER has adequately corrected the noncompliance as evidenced by an independently produced report of compliance provided in accordance with Card Organization procedures.

**20.9 SERVICER Requirements.** SERVICERS must comply with all applicable Card Organization Rules, including without limitation, those related to PCI DSS. SERVICERS may in their sole discretion, suspend or terminate Services under this Agreement for any Compromised Data Event.

**21. Compliance with Applicable Law.** In performing its obligations under this Agreement, the parties agree to comply with all Applicable Law. To the extent that CUSTOMER'S obligations under this Agreement would cause CUSTOMER to violate any Applicable Law, CUSTOMER'S obligation to comply with such Applicable Law will prevail. CUSTOMER shall be solely responsible for (i) determining which laws and regulations apply to their activities under this Agreement and (ii) maintaining compliance with all Applicable Law. CUSTOMER further agrees to cooperate with, and to provide information requested by, any SERVICER as such SERVICER deems necessary to facilitate its compliance with all Applicable Law. CUSTOMER must not use the Services for transactions prohibited by Applicable Law or the Card Organization Rules, such as

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those prohibited for alcoholic beverages, tobacco products, gambling, internet gambling (for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., as may be amended from time to time), drugs, weapons, adult-content material, or adult web sites, services or entertainment.

**22. Financial and Other Information.**

To the extent CUSTOMER's financial statements are not publicly available, CUSTOMER agrees to provide SERVICERS with such annual and quarterly financial statements of CUSTOMER which CUSTOMER prepares in the ordinary course of business and in accordance with applicable state law. CUSTOMER will provide such statements to SERVICERS within one hundred twenty (120) days after the end of each fiscal year, in the case of annual financial statements, or within forty-five (45) days after the end of each quarter in the case of quarterly statements. Such financial statements shall be prepared in accordance with U.S. generally accepted accounting principles applicable to government entities. CUSTOMER also shall provide such other financial statements and other information concerning CUSTOMER's business and CUSTOMER's compliance with the terms and provisions of this Agreement as SERVICERS may reasonably request. CUSTOMER authorizes SERVICERS to obtain from third parties financial and credit information relating to CUSTOMER, as authorized under this Agreement. Such information will be used by SERVICERS in connection with their determination whether to accept this Agreement and their continuing evaluation of the financial and credit status of CUSTOMER. Pursuant to Applicable Law, including the USA PATRIOT Act, SERVICERS are obtaining information and will take necessary action to verify CUSTOMER's identity. Upon request, CUSTOMER shall provide to SERVICERS or their representatives or regulators reasonable access to CUSTOMER's facilities and records for the purpose of performing any inspection and/or copying of CUSTOMER's books and/or records deemed appropriate by SERVICERS.

**23. Warranties; Limitation on Liability; Exclusion of Consequential Damages.**

**23.1 Disclaimer of Warranties.** THIS AGREEMENT IS AN AGREEMENT FOR THE SERVICES AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICERS AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CUSTOMER OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, 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 SERVICES PROVIDED UNDER THIS AGREEMENT.

**23.2 Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SERVICERS' CUMULATIVE LIABILITY, IN THE AGGREGATE (INCLUDING OF ANY INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT, WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE AMOUNT OF FEES (OTHER THAN THIRD PARTY BASED FEES) RECEIVED BY SERVICERS PURSUANT TO THIS AGREEMENT FOR THE SERVICES IN THE IMMEDIATELY PRECEDING 12 MONTHS.

**23.3 Exclusion of Consequential Damages.** NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER SERVICER OR ITS AFFILIATES BE LIABLE UNDER ANY THEORY OF TORT, 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 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. CUSTOMER ACKNOWLEDGES AND AGREES THAT PAYMENT OF ANY LIQUIDATED DAMAGES AS PROVIDED ELSEWHERE IN THIS AGREEMENT SHALL NOT BE PROHIBITED BY THIS PARAGRAPH.

**24. Independent Contractor; Subcontractors; Third Party Beneficiaries.** The parties are independent contractors. No party shall have any authority to bind any other party. SERVICERS may engage, subcontract with or use its affiliates and/or other persons (as hereinafter defined) to provide Services and perform any of its obligations under this Agreement. SERVICERS' respective affiliates and any persons used by SERVICERS in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as if was a party hereto. Except as expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any Person, any rights or remedies, and the parties do not intend for any Person to be third-party beneficiaries of this Agreement.

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25. **Publicity.** Neither party will initiate publicity relating to this Agreement without the prior written approval of the other, except that either party may make disclosures required by legal, accounting or regulatory requirements. In no event will either party publicly disparage the other party.

26. **Force Majeure.** No party herein shall be held responsible for any delays in or failure or suspension of service caused, directly or indirectly, by mechanical or power failure, computer malfunctions (including, without limitation, software, hardware and firmware malfunctions), failure, delay or error in clearing or processing a transaction through the ACH Network or Federal Reserve system, if applicable, the nonperformance, delay or error by a third party or in any other third party system (other than any Merchant Provider or Merchant Provider system) for any similar cause beyond the reasonable control of such party, including without limitation, failure or fluctuations in telecommunications, transmission links or other equipment, any outbreak or escalation of hostilities, war, riots, terrorism or civil disorders in any country, strikes, labor disputes, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, earthquakes, fire, flood, elements of nature or other acts of God, any act or omission of the other party or any government authority, or other causes reasonably beyond the control of such party. The foregoing shall not apply with respect to CUSTOMER's obligation to make any payments due to SERVICES pursuant to this Agreement.

27. **Choice of Law and Venue.** This Agreement will be governed by the laws respecting national banks and, to the extent not so covered, by the laws of the State of New Hampshire, without regard to conflicts of law provisions. If any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable. To the extent permitted under Applicable Law, the exclusive venue for any actions or claims arising under or related to this Agreement shall be in the courts of the State of New Hampshire, and each party submits to the jurisdiction of those courts in connection with such actions or claims.

28. **Intentionally omitted.**

29. **Intentionally omitted.**

30. **IRS Reporting Information.** Pursuant to Section 6050W of the Internal Revenue Code, merchant acquiring entities (the BANK) 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. This requirement applies to returns for calendar years after December 31, 2010. Accordingly, CUSTOMER will receive a form 1099-K reporting CUSTOMER's gross transaction amounts for each prior calendar year, beginning with transactions processed in calendar year 2011.

In addition, amounts payable under Section 6050W are subject to backup withholding requirements. Payors are required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) the payee fails to provide the payee's taxpayer identification number (TIN) to the payor, or (b) if the IRS notifies the payor that the TIN (when matched with the name) provided by the payee is incorrect. Accordingly, to avoid backup withholding, it is very important that CUSTOMER provides BANK with the correct name and TIN that CUSTOMER uses when filing its income tax return that includes the transactions for CUSTOMER's business.

31. **Survival.** This Section 31; Sections 12-13 (inclusive), Section 17-20 (inclusive), Sections 22-23 (inclusive), and Sections 28-30 (inclusive) will survive termination of this Agreement.

32. **Card Organization Disclosure**  
Member Bank Information: Bank of America, NA

The BANK's mailing address is 1731 Durrell Lane, Louisville, KY 40213 and its phone number is 800-430-7161.

Important Member Bank Responsibilities	Important	Merchant
(a) The BANK is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant.	(a) Ensure compliance with Cardholder data security and storage requirements.	
(b) The BANK must be a principal (signer) to this Agreement.	(b) Maintain fraud and Chargebacks below Card Organization thresholds.	
(c) The BANK is responsible for educating Merchants on pertinent Card Organization	(c) Review and understand the terms of the Agreement.	

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- Rules with which Merchants must comply, but this information may be provided to CUSTOMER by BANK. (d) Comply with Card Organization Rules.
- (e) The BANK is responsible for and must provide settlement funds to the CUSTOMER in accordance with the terms of this Agreement.
- (f) The BANK is responsible for all funds held in reserve that are derived from settlement.

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The following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Acquirer" means Bank, in the case of MasterCard, Visa and certain debit Card transactions, and Processor, in the case of Discover Card and DNP Card Types transactions.

"Affiliate" means a Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

"Agency" means a State of New Hampshire agency, division, office, department, bureau, commission or other entity performing a governmental or proprietary function for the State of New Hampshire.

"Agreement" means, collectively, this Agreement (including the Supplements) and the Operating Guide, as each may be amended from time to time.

"Applicable Law" means all federal, state and local statutes, ordinances, laws, regulations and executive, administrative and judicial orders applicable to this Agreement, the transactions or other matters contemplated under this Agreement (including, without limitation, the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury), and all amendments thereto.

"Authorization" means an approval by, or on behalf of, the issuer to validate a Card transaction. An Authorization indicates only the availability of the Cardholder's credit limit or funds at the time the Authorization is requested.

"BAMS Software" means Software licensed to CUSTOMER by BAMS, including any third party Software BAMS subcontracted to CUSTOMER.

"BAMS Systems" means any and all Card-related information reporting, operating and processing systems used by BAMS or Persons on BAMS' behalf, including, without limitation, hardware, BAMS Software, related documentation, technical manuals 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 BAMS' systems, whether owned by BAMS or Persons used by BAMS.

"Bankruptcy Code" means title 11 of the United States Code, as amended from time to time.

"Business Day" means Monday through Friday, excluding Bank holidays.

"Card Validation Codes" means a three-digit value printed in the signature panel of most Cards and a four-digit value printed on the front of an American Express Card. Visa's Card Validation Code is known as CVV2; MasterCard's Card Validation Code is known as CVC2; Discover's Card Validation Code is known as CID. Card Validation Codes are used to deter fraudulent use of an account number in a non face-to-face environment (e.g., mail orders, telephone orders and Internet orders).

"Claim" means any third party claim, demand, suit, action, cause of action or proceeding of any form, kind or nature (including contract claims and negligence and other tort claims).

"Credit Card" means a valid device bearing the Marks of Visa, MasterCard, Discover or a DNP Card Organization and authorizing the Cardholder to buy goods or services on credit and, to the extent the Supplements so provide, a valid device authorizing the Cardholder to buy goods or services on credit and issued by any other Card Organization specified on such Supplements.

"Credit Order" means a document evidencing the return of merchandise by a Cardholder to CUSTOMER, or other refund or price adjustment made by the CUSTOMER to the Cardholder, whether electronic, paper or some other form, all of which must conform to Card Organization Rules and Applicable Law.

"Debit Card" - See either PIN Debit Card or Non-PIN Debit Card.

"Debit Network" means the telecommunications and processing system of a shared electronic funds transfer network.

"Discount Rate" means a percentage rate and/or amount charged a merchant for processing its qualifying daily Credit Card and Non-PIN Debit Card transactions, as further described in Subsection 12.1 of this Agreement and in the Fee Schedule. Transactions that fail to meet applicable interchange requirements will be charged additional amounts as set forth in Subsection 14.1 of this Agreement and the Fee Schedule.

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**"Electronic Benefits Transfer" ("EBT")** means the electronic transfer of government benefit funds to individuals through the use of Card technology with point of sale terminals, as further described in the applicable Addenda.

**"EBT Network"** means a shared electronic funds transfer network that is used by its members to assist government agencies in the distribution of benefits to eligible Recipients, whether such benefits are for the delivery of services or the transfer of funds or information.

**"Electronic Commerce Transaction" ("ECT")** means a Card transaction that occurs on the Internet, as further described in Section 7.

**"Fee Schedule"** means the fee schedules provided with this Agreement, including, without limitation, Schedule A and any attachments thereto, and all additions or changes SERVICERS make to them, whether contained in updated versions or in separate communications.

**"Imprinter"** means a manual or electric machine used to physically imprint the merchant's name and ID number as well as the Cardholder's name and Card number on Sales Orders.

**"Issuer"** means the Card Organization or its financial institution member that has provided a Card presented to CUSTOMER by a Cardholder for a Card transaction.

**"Location"** means a physical location, Internet address, division, processing method or business activity for which (i) CUSTOMER has requested and SERVICERS have approved the assignment of a unique merchant account number or (ii) SERVICERS have otherwise determined a unique merchant account number is required and have assigned it.

**"Losses"** means any liability, obligation, loss, damage, judgment, settlement, cost or expense of any kind or nature (including attorneys' fees, expert witness fees and collection costs), regardless of whether suit is brought, and any assessment, fee or fine imposed by any Card Organization.

**"Magnetic Stripe"** means a stripe of magnetic information affixed to the back of a plastic Credit or Debit Card. The Magnetic Stripe contains essential Cardholder and account information.

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

**"Merchant Equipment"** means any and all equipment CUSTOMER uses in connection with Card authorization, clearing, computing, banking, transmitting or other related processing, including, without limitation, all telecommunication lines and wireless connections and Software (excluding BAAS Software), Purchased Equipment and Merchant Systems, Terminals, card readers, merchandise and card scanners, printers, PIN pad devices and other hardware, whether owned by CUSTOMER, Merchant Providers or other Persons used by CUSTOMER.

**"Merchant Provider"** means any Person engaged by CUSTOMER to provide services to CUSTOMER 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 without limitation, Encryption Service Organizations (ESOs). "Merchant Provider" also includes any corporate entity or franchisor that provides or controls a centralized or hosted network environment in respect of whether Cardholder data is being stored, transmitted or processed through it.

**"Merchant Systems"** means any and all Card acceptance and processing systems used by CUSTOMER (except BAAS Systems), including, without limitation, Software (except BAAS Software), related documentation, technical formats and specifications, technical and business information related to inventions and present and future products and product lines, intellectual property, know-how, and any other information that is identified as CUSTOMER's systems, whether owned by CUSTOMER or Merchant Providers or other Persons used by CUSTOMER.

**"Non-Agency"** means any government entity, municipality or political subdivision (other than an Agency) located in the State of New Hampshire, such as a city, county, public university or other agency with separate statutory authority, or delegated authority from the State of New Hampshire, to procure services for itself.

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

**"Operating Guide"** means the then-current manual prepared by SERVICERS, containing operational procedures, instructions and other directives relating to Card transactions, as amended from time to time.

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"PAN Truncation" means a procedure that results in only the last four digits of a Cardholder's account number appearing on the copy of a Sales Draft or Credit Draft that the CUSTOMER provides to the Cardholder and, as required by applicable law or Card Organization Rules, the Sales Draft or Credit Draft retained by the CUSTOMER.

"Person" means a third party individual or entity, other than the CUSTOMER or SERVICERS.

"PIN" means the Personal Identification Number used by a Cardholder to complete a PIN Debit Card transaction.

"PIN Debit Card" means a device bearing the Marks of ATM networks (such as NYCE or Star) used at a Location by means of a Cardholder-entered PIN in the merchant PIN Pad.

"Pre-Authorized Order" means any Card transaction permitted by this Agreement for which a Cardholder provides CUSTOMER advance permission to charge the Cardholder's Card for recurring sales, delayed delivery orders or other preauthorized orders.

"PURCHASED EQUIPMENT" MEANS ANY AND ALL MERCHANT EQUIPMENT SOLD TO CUSTOMER BY BAMS (OR ITS APPLICABLE AFFILIATE) PURSUANT TO THIS AGREEMENT OR ANY SUPPLEMENT.

"Resubmission" means a transaction that the CUSTOMER originally processed as a Store and Forward transaction but received a soft denial from the respective PIN Debit network or Card Organization. The resubmission transaction allows the merchant to attempt to obtain an approval for the soft denial, in which case CUSTOMER assumes the risk that the transaction fails.

"Sales Draft" means evidence of a purchase, rental or lease of goods or services by a Cardholder from, and other payments to, CUSTOMER using a Card, including preauthorized orders and recurring transactions (unless the context requires otherwise), regardless of whether the form of such evidence is in paper or electronic form or otherwise, all of which must conform to Card Organization Rules and Applicable Law.

"Settlement Account" means an account or accounts at a financial institution designated by CUSTOMER as the account to be debited and credited by SERVICERS for Card transactions, fees, Chargebacks and other amounts due hereunder or in connection herewith (e.g., fines, penalties, attorneys' fees, etc.).

"Software" means 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.

"Store and Forward" means a transaction that has been authorized by a merchant when the merchant cannot obtain Authorization while the customer is present, typically due to a communications failure. The merchant will store the transaction electronically in their host system and retransmit the transaction when communications have been restored.

"Terminal" means a device placed in a Location which is connected to the BAMS System via telephone lines and is designed to authorize, record and transmit settlement data by electronic means for all sales Card transactions.

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**EXHIBIT D TRAINING**

The Contractor shall provide the following Training Services:

**Setup and Training.** The Contractor shall provide training to Merchant personnel when setting up a new Merchant ID Number. This training shall include, but is not limited to, overview of PCI DSS requirements, and procedures for processing that minimize costs to the State.

Contractor shall provide within the first 12 months of the Effective Date: a minimum of two on-site training sessions to cover topics chosen by the State and a minimum of two additional training sessions in a format approved by the State (on-site, webinar etc). Topics may be recommended by the Contractor, but subject to the approval of the State. During each of the remaining years of the Initial Contract Term and any Extended Term(s), Contractor shall provide a minimum of four (4) training sessions in a format approved by the State. Topics may be suggested by the Contractor.

The Contractor shall provide all the proposed Services, materials, equipment, labor and training required to all offices and associated facilities throughout the State without geographical limitations.

**Updates of Association Rules.** The Contractor shall promptly notify the State Contract Manager of all changes to Association Rules. Contractor shall: provide all pertinent information needed to become PCI compliant, serve as the liaison between merchants and the various card Associations involved in the PCI, assist in the completion of all forms, and host conference calls and meetings as needed by the merchant.

**Ongoing training and monitoring.** Contractor shall provide periodic training to and monitor Merchants relative to their security, self-audits and processing. This ongoing training and monitoring shall include, without limitation, information relative to industry best practices and suggestions for improvement.

EXHIBIT E PARTICIPATION AGREEMENT

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10. BY AND THROUGH BANK OF AMERICA NA (BANK), BANK OF AMERICA MERCHANT SERVICES, LLC (BANKS), and together with Bank and any other party providing who enter into this Agreement in order to perform services hereunder, collectively, "Banks", and who enter into this Agreement in order to perform services hereunder, collectively, "Banks", and together with Bank and any other party providing agreement (as defined below).

WHEREAS, Banks and the State of New Hampshire ("Customer") entered into a Merchant Card Processing Services, Banks and the State of New Hampshire, together with any and all successors, assigns and successors, collectively, the "Agreement" for the provision of processing services regarding credit card and cash over Card Payments and other services as further described herein (collectively, "Services");

WHEREAS, the Agreement provides that the Services will be provided to any government entity, municipality or political subdivision (other than an agency) located in the State of New Hampshire, such as a city, county, public utility, or other agency with separate statutory authority, or designated authority from the State of New Hampshire, to process services for Bank, that enters into a Participation Agreement with Banks and agrees to become a party to the Agreement; and

WHEREAS, Non-Agency desires to become a party to the Agreement and receive the Services as provided in and subject to the Agreement, as further described in this Participation Agreement;

1. Participation Terms and Conditions

- A. Non-Agency represents that it has received, reviewed and retained a true and correct copy of the Agreement. Non-Agency agrees to be bound by (i) the terms and conditions of the Agreement to the same extent as Customer; (ii) only for Non-Agency's use of the Services as provided herein; and (iii) the terms and conditions of the Participation Agreement. Non-Agency further agrees to release any decisions made by Customer on all matters involving the Agreement (including any amendments thereto), and acknowledges that amendments to the Agreement made in accordance with its terms will constitute amendments to this Participation Agreement.
- B. This Participation Agreement will remain in effect unless and until it is terminated in accordance with its terms or the Agreement is terminated. In either case this Participation Agreement will automatically terminate as of the effective date of termination of the Agreement. Non-Agency and Non-Agency may terminate this Participation Agreement for the same reasons such parties have to terminate the Agreement.
- C. Non-Agency agrees to pay in accordance with the terms of the Agreement, as may be charged by Banks under the Agreement for the Services received by Non-Agency. Non-Agency will verify that it has established a Settlement Account separate from the Settlement Accounts of Customer, other Agencies and other Non-Agencies.
- D. Non-Agency agrees that Banks may issue certain information with Customer, on an as-needed basis in accordance with applicable Law and the Card Organization Rules, regarding the Services provided by Non-Agency in order for Banks to carry out the program established by Customer and Banks with respect to the provision of Services to Non-Agency.

2. Notices

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

Non-Agency Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Registration for Notices: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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- B. All notices and other communications to any party other than Non-Agency required or permitted under this Participation Agreement or the Agreement shall be sent to such party in accordance with the notice procedures specified in the Agreement.
- C. Routine notices given by Servicers to Non-Agency, such as transaction details, changes in terms required by systems updates or Card Organization changes and the E.O., may be delivered by electronic mail to the address provided by Non-Agency above.

**3. General.**

- A. This Participation Agreement and the Agreement 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 Agreement, provided however, that no amendment to this Participation Agreement may be signed by Non-Agency unless also approved in writing by Customer.
- C. This Participation Agreement is binding upon Servicers and Non-Agency and their respective successors and assigns. Non-Agency may not assign or transfer this Participation Agreement, in whole or in part, without the written consent of Servicers and Customer.
- D. To the extent the terms of the Agreement directly conflict with the terms of this Participation Agreement, the terms of this Participation Agreement 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.

\_\_\_\_\_  
 (NON-AGENCY)

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

By Bank of America Merchant Services, LLC  
 pursuant to a limited power of attorney

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**BANK OF AMERICA MERCHANT SERVICES, LLC**  
 ("BAMS")

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

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EXHIBIT F

PAYPOINT SERVICES ADDENDUM TO AGREEMENT

THIS PAYPOINT SERVICES ADDENDUM ("PayPoint Addendum") is among the State of New Hampshire ("Customer"); Banc of America Merchant Services, LLC ("BAMS"); and Bank of America, N.A. ("Bank") (collectively BAMS and Bank are the "Services"); and supplements the Agreement for Merchant Card Processing Services ("Agreement") Agreement between Customer and BAMS.

1. **Definitions.** Capitalized terms used but not defined in this PayPoint Addendum are defined in the Agreement.
2. **PayPoint Services.** BAMS will provide Customer with a payment administration solution ("PayPoint Services") that allows Customer to use an internet based gateway ("PayPoint Gateway") to manage consumer ("Consumer") payments and payment transaction data initiated and submitted via in-person, point-of-sale, payment kiosk, web based applications, customer representative assisted calls or interactive voice response ("IVR") channels. The PayPoint Services are provided to Customer by BAMS and not Bank. Bank is not a party to this PayPoint Addendum insofar as it applies to the PayPoint Services, and Bank is not liable to Customer in any way with respect to the PayPoint Services. For the purposes of this PayPoint Addendum, the words "we", "our" and "us" refer only to the BAMS and not the Bank.
- 2.1 **Functionality.** The PayPoint Services will enable Customer to (i) consolidate payment output files with the PayPoint Services posting file(s); (ii) review Consumer payment reporting; (iii) perform detailed Consumer payment research related to status, date tracking, time tracking, successful or negative payment results and payment reconciliation; (iv) review Consumer payment authorization and return processing information; (v) perform Consumer payment void and refund processing; (vi) track Consumer payment chargeback and settlement activity; (vii) apply notes to specific Consumer payments or transactions; (viii) process, single, recurring or ad hoc Consumer payments; (ix) set-up, access and manage multiple, individual Consumer accounts; and (x) add certain Customer personalization (e.g., Customer specific logo, color theme and/or text) to Customer's website and/or IVR (defined below), if hosted or provided by BAMS.
- 2.2 **Payment Types Supported.** The PayPoint Services will enable Customer to support (i) personal and business electronic check ("eCheck") payments; (ii) credit card payments for card associations identified by BAMS from time-to-time; (iii) debit card payments (signature, PIN based or PPOSS) on the STAR<sup>®</sup>, PULSE<sup>®</sup> and NYCE<sup>®</sup> networks; (iv) Automated Clearing House payments using TEL, WEB, CCD and PPD entry classes as defined under the National Automated Clearing House Association ("NACHA") rules and guidelines, as amended from time to time ("Rules"). For eCheck payments that are processed in connection with services provided separately by TeleCheck Services, Inc. (or such other provider offering the necessary functionality), the PayPoint Services will reject payments that (A) display routing and transit number ("MICR Line") information indicating the check corresponds to a government or payroll check, or a check writer's account (1) on which the check writer's bank indicates checks may not be written, (2) that may not be settled via the Automated Clearing House ("ACH") network, (3) that is not a domestic United States demand deposit account, or (4) for which MICR line errors may not be systematically resolved through automatic processing (i.e., for which no notification of change information is available through the banking systems or ACH network); or (B) exceed a processing limit of \$20,000,000.
- 2.3 **Fraud Detection.** The PayPoint Services provide fraud detection functionality that includes (i) address verification and CVV2 code validation for credit cards; (ii) transaction limit monitoring; and (iii) duplicate payment detection.
- 2.4 **Convenience Fees.** The PayPoint Services will support payment data management for fixed and percentage based convenience fees that are assessed and collected by Customer, including the ability to track the primary payment and convenience fee as separate transactions or as a single integrated transaction. The PayPoint Services do not process settlement of convenience fees as part of the Customer's convenience fee program; rather, the PayPoint Services enable tracking and management of convenience fee data submitted with other payment data received from a Customer that assesses and collects convenience fees. Customer is solely responsible for complying with applicable law, the card association rules and NACHA rules related to its implementation and collection of convenience fees.
- 2.5 **Application Programming Interfaces and Integration.** The PayPoint Services will integrate with Customer's existing payment processing services via (i) real time integration of Customer's front end website with the PayPoint Services application programming interface; (ii) XML batch integration; or (iii) the Front-End Solution described in Section 2.6 below. Customer must implement any upgrades to the PayPoint Services within a commercially reasonable period of time after receiving the updates.

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- 2.6 **Hosting; Marks.** The PayPoint Gateway is hosted through BAMS. Upon Customer's election, BAMS will also provide Customer with a front-end solution ("Front-End Solution") that is integrated with the PayPoint Services that includes (i) ready-made, customizable website and/or interactive voice response ("IVR") services, and (ii) a toolset for the Customer to manage its web-site personalization. If Customer elects to use the PayPoint Services' Front-End Solution, Customer may also customize it to include Customer's Marks (defined below) on the website. Customer is responsible for providing the Marks to BAMS (that Customer would like included in a customized Front-End Solution); and, in connection therewith, grants BAMS a non-exclusive, revocable license during the term of this PayPoint Addendum to use the Marks provided by Customer in connection with creation of a customized Front-End Solution. Customer represents and warrants that it owns or has obtained the necessary licenses or rights for BAMS to display or use all Marks provided by Customer when creating a customized Front-End Solution or otherwise using such marks in connection with Customer's use of the PayPoint Services.
3. **Payment Processing Obligations.** Customer will submit all payments initiated by Consumers using the PayPoint Gateway and BAMS's computer systems according to documentation provided by BAMS from time-to-time (BAMS's computer systems and documentation are the "BAMS System"). Customer will provide all transaction data, Personal Information (defined below), related information and instructions (collectively "Payment Data") necessary for BAMS to perform the PayPoint Services. Unless another entity is acting as the "Originator" (as defined in the NACHA Rules) on Customer's behalf in connection with ACH Payments, Customer will be the Originator for any ACH Payments that Customer submits for processing. BAMS will be a "Third Party Processor" (as defined in the NACHA Rules) and will facilitate processing ACH Payments submitted by Customer by transmitting ACH files among each appropriate Originating Depository Financial Institution (each an "ODFI") and Receiving Depository Financial Institution (each an "RDFI") (both as defined in the NACHA Rules). Customer assumes all responsibilities and liabilities under the NACHA Rules for ACH Payments it submits for processing; and will assume all liability for the amount of any ACH Payment that is rejected for insufficient funds. Customer assumes all responsibilities and liabilities under applicable association rules or regulations related to processing its Consumer's credit card payments. Customer will be solely responsible for ensuring the validity, accuracy and completeness of all Payment Data. **BAMS WILL RELY UPON AND USE PAYMENT DATA SUBMITTED BY CUSTOMER WITHOUT FURTHER VERIFICATION IN ORDER TO PROVIDE THE PAYPOINT SERVICES.** BAMS will have no responsibility or liability for any error, omission, delay, failure to meet any processing timelines or accurately perform any of the PayPoint Services due to Customer (or its Consumers) submitting inaccurate, incomplete or untimely Payment Data, or failing to perform its settlement obligations.
4. **Settlement Obligations.** The PayPoint Services constitute a Consumer payment administrative application and are not a payment processing application. Customer is solely responsible for all settlement obligations and settlement fees that arise in connection with the underlying processing of any and all Consumer payments that are administered using the PayPoint Services. Customer waives its right to assert any defense, set-off or counterclaim against BAMS for any settlement obligation or liability that arises in connection with Customer's or its Consumer's use of the PayPoint Services or the PayPoint Gateway. Customer is solely responsible for all liability associated with any Consumer payment that is rejected for insufficient funds.
6. **Information Security.** Each party is responsible for: (i) the security of non-public or personally identifiable information ("Personal Information") on the systems under its control or that is obtained through its respective provision or use of the Services; and (ii) data security issues arising from its systems, or directly resulting from its use of third party vendors or subcontractors, if any, in connection with the Services. Each party will maintain commercially reasonable information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information (collectively, a "Security Incident").
6. **Term; Termination.**
- 6.1 **Term.** The term of this PayPoint Addendum will commence on its Effective Date, will extend for the Term, of the Agreement.
- 6.2 **Termination For Breach; Insolvency.** Either party may terminate this PayPoint Addendum if the other: (a) breaches a material representation, warranty, term, condition or obligation, and fails to cure such breach within 30 days after receiving written notice of such breach; or (b)(i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its general inability to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition agreement with or for the benefit of its creditors; (iii) files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors; (iv) seeks or consents to the appointment of an administrator, receiver, custodian, or similar official for the wind up of its business; or (v) becomes the subject of an involuntary petition

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In bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or composition for the benefit of creditors, and such proceeding is not dismissed or stayed within 30 days.

- 6.3 **Termination for Non-Performance.** BAMS may terminate this PayPal Addendum immediately if (i) Customer's performance of its obligations or use of the PayPal Services violates applicable Legal Requirements (defined below); (ii) Customer fails to provide any data or take any action in connection with payment processing required under this PayPal Addendum 5 times in any calendar month or 12 times in any calendar year; (iii) it reasonably determines that a material adverse change has occurred in Customer's financial condition, or that such a change is reasonably likely to occur; (iv) Customer fails to pay any past due amount within 5 days of demand therefor; or (v) Customer fails to comply with its settlement obligations for payments administered using PayPal Services.
- 6.4 **Suspension.** BAMS may, with as much notice as is commercially practicable, suspend all or a portion of the PayPal Services immediately if (i) Customer materially breaches this Addendum; (ii) BAMS reasonably determines that Customer is using the PayPal Services for any fraudulent, illegal or unauthorized purpose; (iii) BAMS reasonably determines that other questionable activity related to data security is occurring in connection with Customer's use of the PayPal Services; or (iv) as required by applicable Legal Requirements.
- 6.5 **Effect of Termination, Suspension.** Termination of this PayPal Addendum or suspension of the PayPal Services will not affect BAMS' right to recover any amounts for which Customer is liable or obligated hereunder. Termination will not affect Customer's responsibility to pay any amount for which it is liable or obligated in connection with the PayPal Services provided under this PayPal Addendum.

7. **Fees; Payment of Fees.**

7.1 **Fees.** The fees ("Fees") for the PayPal Services are set forth in Exhibit B (Schedule A).

7.2 **Payment of Fees.** All Fees shall be due and payable according to the parameters set forth in Exhibit B. BAMS may suspend the PayPal Services during any period in which Customer's account is delinquent. BAMS may offset delinquent amounts from any amount it owes to Customer; and, further, may terminate this PayPal Addendum immediately upon written notice to Customer if it fails to pay BAMS in full within five (5) days of demand for payment of any delinquent amount(s). Continuing PayPal Services during any period when Customer's account is delinquent will not constitute a waiver of BAMS' rights related to suspension of the PayPal Services or termination of this PayPal Addendum.

8. **PayPoint Services Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS PAYPOINT ADDENDUM, BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE PAYPOINT SERVICES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT BY THE PAYPOINT SERVICES OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED AS SET FORTH IN THIS PAYPOINT ADDENDUM AND THE Agreement.

9. **Intellectual Property.**

9.1 **Ownership.** Customer will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS' or other third parties' (if any) proprietary interest in the PayPal Services. Customer has no right, title or interest in or to the PayPal Services, any related software, materials, documentation, or derivative works thereof, or any patent, trademark, service mark, copyright, trade secret or proprietary rights associated with the PayPal Gateway or PayPal Services; and nothing in this PayPal Addendum or the Agreement assigns, transfers or creates any such right, title or interest to Customer (whether express or implied, by estoppel or otherwise). Any rights associated with the PayPal Services that are not expressly granted by BAMS within this PayPal Addendum are withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the PayPal Services. Customer will not file any action, in any forum, challenging ownership of the PayPal Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this PayPal Addendum and the Agreement, and BAMS may immediately suspend or terminate Customer's use of the PayPal Services, this PayPal Addendum or the Agreement in the event of such breach.

9.2 **Use of Marks.** Except as specifically provided for in this PayPal Addendum, neither party will use any trademark, service mark, trade name or other proprietary designation (collectively, "Marks") owned, licensed or registered by the other party without prior written consent. Neither party will use or reference the other's Marks in any manner that

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disparages or portrays the other in a negative light. Neither party may alter, modify, or change the other's Marks in any way. A breach of the terms of this Section related to the use of a party's Marks will cause irreparable harm such that the non-breaching party will not have an adequate remedy at law and, in addition to any other rights or remedies available at law or in equity, will be entitled to seek injunctive relief against the breaching party (without posting a bond or other security).

10. **Compliance with Law.** BAMS and Customer will comply with all federal, state or local laws, regulations, judicial or administrative decisions, executive orders, rules or interpretations, and the NACHA Rules (collectively, "Legal Requirements") applicable to their respective use or provision of the PayPal Services. Neither BAMS nor Customer is responsible for interpreting or performing the compliance obligations of the other party with respect to the Legal Requirements that are applicable to each's respective use or provision of the PayPal Services. Customer will use the PayPal Services in accordance and compliance with this PayPal Addendum, BAMS System requirements and the written policies and procedures provided by BAMS from time-to-time. Customer will not use the PayPal Services in connection with any gaming business, adult or sexually oriented business, or business opportunity business.

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EXHIBIT G

GLOBAL GATEWAY #4 SERVICES ADDENDUM TO AGREEMENT

THIS GLOBAL GATEWAY #4 SERVICES ADDENDUM is among BANC OF AMERICA MERCHANT SERVICES, LLC ("BAMS"); and State of New Hampshire ("Customer"); and supplements the Agreement for Merchant Card Processing ("Agreement") between Customer and BAMS.

**BAMS AND CUSTOMER AGREE:**

1. **Definitions.** Capitalized terms used but not defined in this GGe4 Addendum are defined in the Agreement.
2. **Global Gateway #4 Services.**
  - 2.1 **Services.** BAMS will provide Customer with an electronic gateway messenger system ("GGe4 Services") that allows Customer to manage Card transaction information being transmitted when processing Customer's payment transactions, and includes the following functionality: (i) a web-based application programming interface ("API") that allows third-party applications to process transactions through the GGe4 Services system and supports a range of processing functions (e.g., purchase, refund, pre-authorization functions) and further allows Customer to implement custom business logic to manage these functions; (ii) a securely hosted web payment form (a "Payment Page") designed to accept internet-based eCommerce transactions, redirecting the consumer to a payment form hosted by the gateway that uses a "Checkout" button on Customer's website to submit payment posting requests to a designated URL and displays payment acceptance details and authentication information on the Customer's website, the appearance of which and payment options deployed may be configured by Customer using an online management interface provided by BAMS; and (iii) a real-time payment manager ("RPM") hosted application that is able to turn any internet connected personal computer with a standard web browser into a point of sale device to process retail and MO/TO payments, allowing Customer's employees to input payment transactions in a MO/TO, call center or back office environment, or to swipe Cards in a retail point of sale environment. Receipts for RPM processed transactions are provided, and can be printed or emailed to the cardholder. RPM is also a centralized administrative tool through which Customer may access its GGe4 Services account (i.e., user administration, gateway reporting, and hosted payment page configurations).
  - 2.2 **Provider.** The GGe4 Services are provided to Customer by BAMS and not Bank. Bank is not a party to this GGe4 Addendum insofar as it applies to the GGe4 Services, and Bank is not liable to Customer in any way with respect to the GGe4 Services. For the purposes of this GGe4 Addendum, the term "Services" in the Agreement refers only to BAMS and not the Bank.
3. **GGe4 Services Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS GGe4 ADDENDUM, THE GGe4 SERVICES ARE PROVIDED "AS IS" AND BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE GGe4 SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, NON-INFRINGEMENT OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED.
4. **Fees.** Payment of fees for the GGe4 Services, in addition to the fees for processing transactions related to the GGe4 Services, will be as set forth in Exhibit B (Schedule A).
5. **Subsidiary; Intellectual Property; Representations and Warranties.**
  - 5.1 **Software License; Use Restrictions.** BAMS hereby grants Customer a royalty free, non-exclusive, nontransferable, revocable, limited license to use the software (including Updates, as defined below, "Software") and documentation that BAMS, its affiliates or partners involved in provision of the GGe4 Services, provides to Customer during the term of this GGe4 Addendum for the sole and limited purpose of submitting payment transactions to BAMS for processing using the GGe4 Services; all subject to the terms of this GGe4 Addendum and the Agreement. Customer may only use the GGe4 Services in connection with the processing services Customer receives under the Agreement. Customer has no right, title or interest in or to the GGe4 Services, any related software, materials, documentation, or derivative works thereof; and nothing in this GGe4 Addendum or the Agreement assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by estoppel or otherwise). Any and all right, title or interests associated with the GGe4 Services that are not expressly granted by BAMS within this GGe4

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Addendum are expressly withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the GGe4 Services. Customer will not file any action, in any forum, challenging ownership of the GGe4 Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this GGe4 Addendum and the Agreement, and BAMS may immediately suspend or terminate Customer's use of the GGe4 Services, this GGe4 Addendum or the Agreement in the event of such breach.

- 5.2 Customer will not, and will not permit others to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the GGe4 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 GGe4 Services or any portion thereof; (iii) use altered versions of the GGe4 Services or portion thereof; (iv) use, operate or combine the GGe4 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 GGe4 Addendum or the Agreement; or (v) other than intended by its nature, use the GGe4 Services, or any portion thereof, as a standalone or non-integrated program. Customer will not permit others to access the GGe4 Services, any related software, materials or documentation, or derivative works thereof. Customer will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS' or other third parties' proprietary interests in the GGe4 Services.
- 5.3 BAMS reserves the right to alter, immediately suspend or upon notice terminate the GGe4 Services in the event Customer violates the terms of this GGe4 Addendum, the Agreement or if BAMS terminates any agreement with third parties that are involved in providing the GGe4 Services, or BAMS is otherwise unable to continue to provide the GGe4 Services.
- 5.4 **Software Updates.** From time to time BAMS may release updates ("Updates") to the Software, which must be installed and integrated with Customer's systems within 30 days of receipt of such Updates. Customer acknowledges that failure to install Updates in a timely fashion may impair the functionality of the GGe4 Services, and associated Services provided under the Agreement and accessed through the GGe4 Services. BAMS will have no liability for Customer's failure to properly install the most current version of the Software or any Update, and will have no obligation to provide support or services for outdated versions of the Software.
- 5.5 **Software Return/Destruction.** Upon termination or expiration of this GGe4 Addendum, all licenses granted hereunder will immediately terminate and Customer will either return or destroy the Software, certifying such destruction in writing to BAMS.
6. **Termination.** In addition to the termination rights set forth in the Agreement, this GGe4 Addendum will automatically terminate upon any termination or expiration of the Agreement.

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EXHIBIT H

TRANSARMOR SERVICES ADDENDUM TO AGREEMENT

THIS TRANSARMOR SERVICE ADDENDUM ("TransArmor Addendum") among State of New Hampshire ("Customer"); Banc of America Merchant Services, LLC ("BAMS"); and Bank of America, N.A. ("Bank") (collectively BAMS and Bank are the "Services"); and supplements the Agreement for Merchant Card Processing Services ("Agreement") between Customer and BAMS.

1. Definitions. Capitalized terms used but not defined in this TransArmor Addendum are defined in the Agreement.
2. TransArmor Services. The "TransArmor Services" will provide Customer with (a) encryption of point-of-sale data, including historical transaction data, card number, and track 1 and track 2 magnetic stripe data, related to payments or non-monetary electronic transactions (e.g., loyalty transactions) when such data is uploaded and sent to BAMS for processing; and (b) tokenization of the authorization response that BAMS provides to Customer in connection with processing the point-of-sale or non-monetary, electronic transaction data Customer submits by converting and replacing BAMS' authorization response data with a token value (a "Token"). The TransArmor Services are incorporated within the term Services in the Agreement. BAMS will provide Customer with an encryption key that must be used to encrypt Card data upon upload for transmission to BAMS in connection with the TransArmor Services. Customer may not use encryption keys that BAMS does not provide to Customer in connection with the TransArmor Services. The TransArmor Services are for Customer's internal business use only and apply only to Card transactions that Customer sends to BAMS for authorization and settlement pursuant to this TransArmor Addendum and the Agreement.

TransArmor Services do not include, and specifically exclude, point-of-sale data or authorization responses processed in connection with electronic check transactions, closed-loop gift card transactions, STAR contactless transactions read in contactless mode, WEX transactions, Voyager transactions, or other Card transaction types that BAMS determines are not capable of being tokenized using the TransArmor Services. Further, the TransArmor Services are provided to Customer by BAMS and not Bank. Bank is not a party to this TransArmor Addendum insofar as it applies to the TransArmor Services, and Bank is not liable to Customer in any way with respect to the TransArmor Services. For the purposes of this TransArmor Addendum, the words "we", "our" and "us" refer only to the BAMS and not the Bank.

Use of the TransArmor Services does not cause Customer to be compliant with, or eliminate Customer's obligation to comply with, the data security requirements or Card Organization Rules as set forth in the Agreement or Bankcard Addendum. Use of the TransArmor Services does not eliminate the risk of, and is not a guaranty against, an unauthorized breach of Customer's Merchant Systems. Customer must implement the TransArmor Services according to the Operating Guide, which includes, without limitation, (i) implementing the services throughout Customer's Merchant Systems involved in the Services, (ii) replacing existing Card numbers within Customer's Merchant Systems involved in the Services with Tokens, and (iii) complying with applicable data security standards and reviews set forth in the Agreement and Card Organization Rules. Customer must implement any upgrades to the TransArmor Services within a commercially reasonable period of time after receiving the updates. Customer may not retain Card account numbers following implementation of the TransArmor Services and must use Tokens in lieu of Card account numbers for all activities related to the Services provided by BAMS subsequent to receipt of a Token associated with a Card transaction, including, without limitation, settlement, retrieval, chargeback and adjustment processing and transaction reviews. Customer may only use Merchant Systems, gateways or VARs that are certified for use with the TransArmor Services. If Customer submits Card transactions as batch files for processing, Customer must use batch file processing services, truncated report viewing and data extract creation tools provided by BAMS in connection with the TransArmor Services.

3. TransArmor Limited Warranty. BAMS warrants that the Token returned to Customer as a result of using the TransArmor Service cannot be used to initiate a financial sale transaction by an unauthorized entity/person outside Customer's Merchant Systems involved in BAMS' payment processing (the "TransArmor Limited Warranty"). The TransArmor Limited Warranty applies only to authorization responses for which BAMS returns a Token to Customer and the subsequent use of such Token to initiate a financial sale transaction as described in the TransArmor Limited Warranty. To be eligible for the TransArmor Limited Warranty, Customer must obtain authorization and settlement processing services from BAMS and must be in compliance with the terms of Customer's Agreement and this TransArmor Addendum.

BAMS will indemnify and hold Customer harmless from direct damages, including third party claims, resulting from BAMS' breach of the TransArmor Limited Warranty; provided, in no event will BAMS' cumulative liability for its breach of the TransArmor Limited Warranty exceed the lesser of (i) the limitation of liability set forth in the Agreement or (ii) \$100,000. The indemnity obligation set forth in the preceding sentence is Customer's express and sole remedy for BAMS' breach of the TransArmor Limited Warranty. BAMS will not be liable under any theory of law or in equity for any special, indirect,

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Incidental, consequential (including lost profits, revenue or business opportunities), exemplary or punitive damages in connection with a breach of the TransArmor Limited Warranty, regardless of whether such damages were foreseeable or Customer was advised of the possibility of such damages. The TransArmor Limited Warranty is void if Customer (a) fails to comply with the Operating Guide for the tokenization process, the terms of this TransArmor Addendum or the Agreement, or (b) is grossly negligent or engage in willful misconduct with respect to the tokenization process or use of a Token. The TransArmor Limited Warranty and BAMS' indemnity obligations and limitations related to it are independent of the parties' data security or confidentiality obligations set forth in the Agreement.

4. **Fees.** Fees and the payment of fees for the TransArmor Services will be as set forth in the Exhibit B (Schedule A).
5. **TransArmor Services Disclaimer:** EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE TRANSARMOR SERVICES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT BY THE TRANSARMOR SERVICES OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED AS SET FORTH IN THIS ADDENDUM AND THE Agreement.
6. **Intellectual Property.** BAMS grants to Customer a non-transferable, non-assignable, non-exclusive, revocable sub-license during the term of this TransArmor Addendum to use the TransArmor Services, and the associated trademarks or service marks identified in the Operating Guide, within the United States and subject to the terms of this TransArmor Addendum and the Agreement. Customer has no right, title or interest in or to the TransArmor Services, any related software, materials, documentation, or derivative works thereof; and nothing in this TransArmor Addendum or the Agreement assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by implication, estoppel or otherwise); and any rights associated with the TransArmor Services that are not expressly granted by BAMS within this TransArmor Addendum are withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the TransArmor Services. Customer will not file any action, in any forum, challenging ownership of the TransArmor Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this TransArmor Addendum and the Agreement, and BAMS may immediately suspend or terminate Customer's use of the TransArmor Services, this TransArmor Addendum or the Agreement in the event of such breach.

Customer will not, and will not permit others to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the TransArmor 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 TransArmor Services or any portion thereof; (iii) use altered versions of the TransArmor Service or portion thereof; (iv) use, operate or combine the TransArmor Service or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with this TransArmor Addendum or the Agreement; or (v) use the TransArmor Services, or any portion thereof, as a standalone or non-integrated program. Customer will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS' or other third parties' (if any) proprietary interest in the TransArmor Services.

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EXHIBIT I

CYBERSOURCE SERVICES ADDENDUM TO AGREEMENT

THIS CYBERSOURCE SERVICES ADDENDUM supplements the Agreement for Merchant Card Processing Services Agreement ("Agreement") among State of New Hampshire ("Customer"), Banc of America Merchant Services, LLC ("BAMS") and Bank of America, N.A. ("Bank") (collectively BAMS and Bank are the "Services"), to include the CyberSource Services (defined below).

1. Definitions. Capitalized terms used but not defined in this Addendum are defined in the Agreement.
2. CyberSource Services.
  - 2.1 CyberSource services ("CyberSource Services") provide a internet-based non-enterprise eCommerce payment processing gateway solution that allows Customer to (i) submit transaction data and obtain authorization and settlement processing for Card transactions utilizing credit card, debit card and purchase card payment methods; (ii) filter transaction data using automated functions; (iii) process future dated payments, reauthorization, partial authorizations, reversals and rebilling transactions; (iv) enable multiple, pre-integrated shopping cart functions; (v) submit batch payment transaction files for processing; (vi) integrate the payment gateway with third party payment software packages that are identified by BAMS from time-to-time; and (vii) design and obtain reporting using multiple user-defined data fields.
  - 2.2 Provider. The CyberSource Services are provided to Customer by BAMS and not Bank. Bank is not a party to this Addendum insofar as it applies to the CyberSource Services, and Customer acknowledges that Bank is not liable to Customer in any way with respect to the CyberSource Services.
3. CyberSource Services Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, THE CYBERSOURCE SERVICES ARE PROVIDED "AS IS" AND BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE CYBERSOURCE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, NON-INFRINGEMENT OR THAT THEY WILL FUNCTION, UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED.
4. Fees. Payment of fees for the CyberSource Services and fees for processing transactions related to the CyberSource Services are described in Exhibit B ; provided, only those fees for the CyberSource Services option (Option A or Option B on Exhibit B selected by Customer will be applicable).
5. Sublicense; Intellectual Property; Representations and Warranties.
  - 5.1 BAMS grants to Customer a non-transferable, non-assignable, non-exclusive, limited, royalty-free, revocable sub-license during the term of this Addendum to use the CyberSource Services and the associated documentation, trademarks or service marks identified in the Operating Procedures; all subject to the terms of this Addendum and the Agreement. Customer may only use the CyberSource Services in connection with the processing services Customer receives under the Agreement. Customer has no right, title or interest in or to the CyberSource Services, any related software, materials, documentation, or derivative works thereof; and nothing in this Addendum or the Agreement

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assigns, transfers or creates any such right, title or interest to Customer (whether express or implied, or by estoppel or otherwise). Any and all right, title or interests associated with the CyberSource Services that are not expressly granted by BAMS within this Addendum are expressly withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the CyberSource Services. Customer will not file any action, in any forum, challenging ownership of the CyberSource Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this Addendum and the Agreement, and BAMS may immediately suspend or terminate Customer use of the CyberSource Services, this Addendum or the Agreement in the event of such breach.

- 5.2 Customer will not, and will not permit others to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the CyberSource 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 CyberSource Services or any portion thereof; (iii) use altered versions of the CyberSource Services or portion thereof; (iv) use, operate or combine the CyberSource 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 Addendum or the Agreement; or (v) other than intended by its nature, use the CyberSource Services, or any portion thereof, as a standalone or non-integrated program. Customer will not permit others to access the CyberSource Services, any related software, materials or documentation, or derivative works thereof. Customer will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS' or other third parties' proprietary interests in the CyberSource Services.
- 5.3 BAMS reserves the right to alter, immediately suspend or upon notice terminate the CyberSource Services in the event Customer violates the terms of this Addendum, the Agreement or BAMS terminates any agreement with third parties that are involved in providing the CyberSource Services, or BAMS is otherwise unable to continue to provide the CyberSource Services.

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EXHIBIT J

MOBILEPAY SERVICES ADDENDUM TO AGREEMENT

THIS MOBILEPAY SERVICES ADDENDUM ("MobilePay Addendum") is among State of New Hampshire ("Customer"), Banc of America Merchant Services, LLC ("BAMS"), and the member bank identified in the Agreement for Merchant Card Processing Services ("Agreement") ("Bank"), collectively BAMS and Bank are the "Service(s)"; and supplements the Agreement between Customer and BAMS.

1. **Definitions.** Capitalized terms used but not defined in this MobilePay Addendum are defined in the Agreement.
2. **MobilePay Services.** The MobilePay Services (defined below) are provided in connection with the Wireless Services BAMS provides under the Agreement. The MobilePay Services will provide Customer with access to a mobile payment gateway that enables Customer to use a Wireless Services compatible, web-enabled mobile device with a data plan and web browser capable of processing XHTML, Mobile Profile pages in order to: (a) log onto a secure website application, (b) enter certain consumer credit card transaction information for which it is prompted, (c) submit the transaction information to BAMS for processing, (d) receive an authorization or decline message for transactions submitted to BAMS for processing, (e) receive an electronic receipt for authorized transactions; and (f) send such electronic receipt to the consumer e-mail address(es) after the transaction is complete (collectively, the "MobilePay Services"). The MobilePay Services are for Customer's internal business use only and apply only to Card transactions that Customer sends to BAMS for authorization and settlement pursuant to this MobilePay Addendum and the Agreement.

The MobilePay Services are provided to Customer by BAMS and not Bank. Bank is not a party to this MobilePay Addendum insofar as it applies to the MobilePay Services, and Bank is not liable to Customer in any way with respect to the MobilePay Services. For the purposes of this MobilePay Addendum, the words "we", "our" and "us" refer only to the BAMS and not the Bank.

Customer must implement any upgrades to the MobilePay Services within a commercially reasonable period of time after receiving the updates.

4. **Fees.** See Exhibit B (Schedule A).
5. **MobilePay Services Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, BAMS MAKES NO REPRESENTATIONS OR WARRANTIES, (EXPRESS OR IMPLIED) WITH REGARD TO THE MOBILEPAY SERVICES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT BY THE MOBILEPAY SERVICES OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED AS SET FORTH IN THIS ADDENDUM AND THE Agreement.
6. **Intellectual Property.** BAMS grants to Customer a non-transferable, non-assignable, non-exclusive, revocable sublicense during the term of this MobilePay Addendum to use the MobilePay Services, and the associated trademarks or service marks identified in the Operating Guide, within the United States and subject to the terms of this MobilePay Addendum and the Agreement. Customer has no right, title or interest in or to the MobilePay Services, any related software, materials, documentation, or derivative works thereof, and nothing in this MobilePay Addendum or the Agreement assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by implication, estoppel or otherwise). Any rights associated with the MobilePay Services that are not expressly granted by BAMS within this MobilePay Addendum are withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the MobilePay Services. Customer will not file any action, in any forum, challenging ownership of the MobilePay Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this MobilePay Addendum and the Agreement, and BAMS may immediately suspend or terminate Customer's use of the MobilePay Services, this MobilePay Addendum or the Agreement in the event of such breach.

Customer will not, and will not permit others to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the MobilePay 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 MobilePay Services or any portion thereof; (iii) use altered versions of the MobilePay Service or portion thereof; (iv) use, operate or combine the MobilePay Service or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with this MobilePay Addendum or the Agreement; or (v) use the

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MobilePay Services, or any portion thereof, as a standalone or non-integrated program. Customer will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS or other third parties' (if any) proprietary interest in the MobilePay Services.

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**EXHIBIT K**

**SKIPJACK SERVICES ADDENDUM TO AGREEMENT**

THIS SKIPJACK SERVICE ADDENDUM ("Addendum") supplements the Master Services Agreement ("Agreement") among State of New Hampshire ("Customer"); Banc of America Merchant Services, LLC ("BAMS"); and Bank of America, N.A. ("Bank") (collectively BAMS and Bank are the "Service(s)").

1. **Definitions.** Capitalized terms used but not defined in this Addendum are defined in the Agreement.
2. **SkipJack Services.**
  - 2.1 SkipJack services provide an eCommerce payment processing gateway solution that allows Customer to (i) submit transaction data and obtain authorization and settlement processing for credit card, debit card and purchase card Card transactions; (ii) enable transaction data automated filtering functions; (iii) process future dated payments; reauthorization, partial authorizations and reversals, rebilling, and reversals; (iv) use multiple, pre-integrated shopping cart functions; (v) submit batch payment transaction files for processing; (vi) integrate the payment gateway with third party payment software packages that are identified by BAMS from time to time (e.g., QuickBooks); (vii) design and obtain reporting using multiple user-defined data fields; and (viii) enable email reporting notifications (collectively, the "SkipJack Services").
  - 2.2 The SkipJack Services are provided to Customer by BAMS and not Bank. Bank is not a party to this Addendum insofar as it applies to the SkipJack Services, and Bank is not liable to Customer in any way with respect to the SkipJack Services.
3. **SkipJack Services Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, THE SKIPJACK SERVICES ARE PROVIDED "AS IS" AND BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE SKIPJACK SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, NON-INFRINGEMENT OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED.
4. **Fees.** See Exhibit B (Schedule A).
5. **Sublicense; Intellectual Property.**
  - 5.1 BAMS grants to Customer a non-transferable, non-assignable, non-exclusive, limited, revocable sub-license during the term of this Addendum to use the SkipJack Services and the associated documentation, trademarks or service marks identified in the Operating Procedures; all subject to the terms of this Addendum and the Agreement. Customer may only use the SkipJack Services in connection with the processing services Customer receives under the Agreement. Customer has no right, title or interest in or to the SkipJack Services, any related software, materials, documentation, or derivative works thereof, and nothing in this Addendum or the Agreement assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by implication, estoppel or otherwise). Any and all right, title or interests associated with the SkipJack Services that are not expressly granted by BAMS within this Addendum are expressly withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the SkipJack Services. Customer will not file any action, in any forum, challenging ownership of the SkipJack Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this Addendum and the Agreement, and BAMS may immediately suspend or terminate Customer's use of the SkipJack Services, this Addendum or the Agreement in the event of such breach.
  - 5.2 Customer will not, and will not permit others to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the SkipJack 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 SkipJack Services or any portion thereof; (iii) use altered versions of the SkipJack Service or portion thereof; (iv) use, operate or combine the SkipJack Service or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with this Addendum or the Agreement; or (v), other than intended by its nature, use the SkipJack Services, or any portion thereof, as a standalone or non-integrated program. Customer will not permit others to access the SkipJack Services, any related software, materials or documentation, or derivative works thereof. Customer will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS' or other third parties' proprietary interests in the SkipJack Services.

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**5.3 BAMS reserves the right to alter, immediately suspend or upon notice terminate the SkipJack Services in the event Customer violates the terms of this Addendum, the Agreement or BAMS terminates any agreement with third parties that are involved in providing the SkipJack Services, or BAMS is otherwise unable to continue to provide the SkipJack Services.**

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EXHIBIT L

Gift Card Processing Addendum

THIS Gift Card Processing ADDENDUM ("Addendum") supplements the Agreement ("Agreement") among State of New Hampshire ("Client"); Banc of America Merchant Services, LLC ("BAMS"); and Banc of America, N.A. ("Bank") (collectively BAMS and Bank are the "Processor").

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

2.

- a) "ACH" means the Automated Clearing House system.
- b) "Affiliated Issuer(s)" means each Client Affiliate and/or franchisee that enters into an Affiliated Issuer Agreement, in the form required and provided by Processor.
- c) "Database" means the database on which Gift Card Data for each Gift Card issued under the Program is maintained.
- d) "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 Client 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.
- e) "Enhanced Features" means the additional program functionality offered to Client pursuant to the Enhanced Features set-up form.
- f) "Gift Card" means an encoded device that accesses Gift Card Data maintained in the Database.
- g) "Gift Card Data" means the current value and record of transactions corresponding to each Gift Card issued under the Program.
- h) "Gift Card Equipment" means any POS Terminal, software or other similar telecommunications equipment that has been programmed and certified to Processor's specifications in order to transmit Gift Card Data and process online transactions under the Program.
- i) "Gift Card Holder" means any person in possession of or that uses a Gift Card.
- j) "Gift Card Number" means the identifying number of a Gift Card.
- k) "Gift Card Production Company" means a company selected and retained by Processor to produce Gift Cards and provide related products or services for the Program.
- l) "IVR" means an automated Interactive Voice Response system accessed via a toll-free telephone number.
- m) "POS Terminal" means an electronic Point-Of-Sale terminal placed in a Designated Location which is connected to Processor's system via telephone lines and is designed to swipe Gift Cards.
- n) "Program" means Client's program pursuant to which Client issues Gift Cards to Gift Card Holders and Processor provides the Services to enable such Gift Card Holders to use such Gift Cards to purchase goods and services at Designated Locations.
- o) "Services" means the services provided by Processor in connection with the Program as further described in this Agreement.

3. Services. Processor agrees to provide the Services set forth below in connection with the Program.

a) Processor 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.

b) Processor shall establish and maintain Gift Card Data on the Database.

c) Processor shall provide Client and its Affiliated Issuers with the capability to process selected transactions under the Program through Gift Card Equipment at Designated Locations.

d) Upon receipt of transaction information from a Designated Location by the Database, Processor 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, Processor will authorize the transaction. If the account balance is less than the amount of the proposed transaction, Processor will decline the transaction. If Client's Gift Card Equipment supports "split tender," and the account balance is less than the amount of the proposed transaction, Processor 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 Client. Client understands and

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agrees that an Authorization by Processor 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.

- e) Processor shall provide an IVR, twenty-four (24) hours per day, seven (7) days per week, through which Client and Gift Card Holders may obtain Gift Card balances.
- f) Processor shall provide a Gift Card product support help desk through which Client 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).
- g) Processor will provide Client with Gift Card transaction reports, accessible by Client through a designated Internet site. Processor will maintain reports on the Internet site for Client's use for a period of six (6) months. Processor may, in its discretion, provide additional or custom reports or report formats, as may be requested by Client from time to time, at a fee to be determined by Processor.
- h) Client will at all times own all right, title and interest in and to all Gift Card Data generated under the Program. During this term, Processor 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, Processor may remove the Gift Card Data from the Database and archive such Gift Card Data in any manner determined by Processor in its reasonable business judgment. Notwithstanding the foregoing, within ninety (90) days of Client's written request, during the first twelve (12) months following the expiration or termination of the Gift Card Services, Processor will compile a data report of the Gift Card Data stored in the Database, in Processor's standard format, at a fee to be determined by Processor. Processor shall deliver Client's Gift Card Data to Client in a mutually agreeable format. Processor shall have no obligations with respect to Client's Gift Card Data following delivery to Client.
- i) Client may choose additional Enhanced Features from time to time pursuant to the Enhanced Features set-up form and Client expressly authorizes Processor, and Processor agrees, to provide Services with respect to Gift Cards sold and activated by third party distributors. As between Processor and Client, Client shall be responsible for any acts or omissions of each third party distributor in connection with the sale or activation of any Cards. Client and Processor agree that Processor 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 Processor is caused in whole or in part by any failure of any third party distributor or Client to provide to Processor 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 Client. Client may only work with Processor approved third party distributors.
4. Responsibilities of Client. The responsibilities of Client are set forth below and elsewhere in this Agreement.
- a) Client 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.
- b) Client 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. Client will download and securely store any and all Gift Card transaction reports for future reference. In the event that Client needs a report for a period past such six (6) months, Processor may provide such requested report to Client at a fee to be determined by Processor.
- c) Client will make its personnel and records available to Processor, its agents and contractors, at within such time and in such forms or manner as may be reasonably necessary to enable Processor to perform the Services promptly and in an efficient manner.
- d) Client 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.
- e) Client shall obtain, operate and maintain, at its sole cost and expense, all Gift Card Equipment required to enable Client and Affiliated Issuers to electronically transmit Gift Card Data in accordance with Processor's specifications from all Designated Locations to the Database.
- f) Client is solely responsible for obtaining Authorization in advance of each transaction. Client is solely responsible for any losses it may incur in conducting transactions when an Authorization is not obtained, including, without limitation, transactions conducted when

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the Database or the Gift Card Equipment is not in service, Client assumes all risk of erroneous or fraudulently obtained Authorizations, unless such erroneous or fraudulently obtained Authorization is caused directly by Processor. Client understands and agrees that an Authorization by Processor 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. Client is responsible for the accuracy of all data transmitted by it for processing by Processor.

g) Client shall be responsible for accessing and comparing the reports supplied by Processor to its own records and promptly notifying Processor of any necessary adjustments to Gift Card accounts; Client acknowledges that Processor will make adjustments to Gift Card accounts pursuant to Client's instructions, and Processor shall have no liability for any errors to Gift Card accounts that are made in accordance with Client's instructions.

h) Client shall comply and shall ensure that all Affiliated Issuers comply with all laws and regulations applicable to the Program. Client 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. Processor shall be entitled to rely upon and use any and all information and instructions provided by Client for use in performing the Services, and Processor shall have no liability whatsoever for any noncompliance of such information or instructions with laws or regulations.

i) As between Client and Processor, Client 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 Processor, upon delivery of such Gift Cards to Client or Client's Designated Location, as applicable, and (ii) in the case of Gift Cards obtained by Client from a Person or Gift Cards which Client requests to be delivered in a pre-activated state, whether such loss occurs before or after delivery of such Gift Cards to Client or Client's Designated Location.

j) Processor and Client agree that during the term (i) Processor will be the sole and exclusive provider of the Services to Client and its Affiliated Issuers; and (ii) Client 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.

k) Client may allow Affiliated Issuers to participate in the Program provided, however that (i) Client 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) Client shall be jointly and severally liable for all fees and other amounts payable to Processor in connection with any activities of Affiliated Issuers related to this Agreement, including but not limited to Gift Card transactions.

l) Client is responsible for any settlement of funds among Affiliated Issuers and Designated Locations.

5. Fees and Payment. In addition to all other rights we have under this Agreement, Client shall pay Processor the fees set forth on the Gift Card Set-Up Form. Client 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 Processor). All fees for the Services shall be paid via an ACH transfer of funds from a bank account designated by Client. To authorize the ACH transfers, Client agrees to execute the ACH Authorization on the Gift Card Set-Up Form. In the event that fees cannot be collected from Client as set forth above, Processor reserves and may exercise all other rights to collect any fees due.

6. Term and Termination.

a) This Agreement shall begin upon the Effective Date and shall continue pursuant to the Term of the Agreement.

b) 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 Processor if Client fails to pay any amount due within ten (10) Business Days after written notice to Client of its failure to pay such amount; (iii) by Processor upon written notice to Client in the event that Client's operation of the Program results in a violation of law or regulation (by Client, an Affiliated Issuer or Processor); (iv) by Client if Processor increases its rates under Section 4 above and Client 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.

c) If (i) the Gift Card Services are terminated for any reason other than Processor's material breach prior to the expiration of the Initial Term, or (ii) Client suspends or terminates the Program prior to the expiration of the Initial Term except as provided for in Section 5 (a) (iv), nothing in this subsection shall prohibit or limit Processor's right to recover damages or any other amounts due and owing Processor in the

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event that the Gift Card Services are terminated by Processor due to a breach by Client or shall be deemed to waive or otherwise limit Client's obligations under this Agreement.

d) If requested by Client, Processor 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 Processor shall not activate any new Gift Cards after the effective date of termination. Processor's obligation to provide continuing Services after termination is contingent upon Client's agreement to pay for such Services and to conduct its operations in accordance with the terms of this Agreement, and Processor may require advance payment for some portion or all of the estimated cost of such Services to be provided after termination.

e) Termination of the Gift Card Services shall not affect Client'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.

f) The provisions of Sections 3 (f), (g), (h), (i), (k) and (l), and Sections 4, 5 (a), 5 (b), 5(c), and 6 hereof shall survive any termination of this Agreement.

7. Indemnification.

Processor shall indemnify and hold harmless Client and its directors, officers, employees, agents and Affiliated 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 Processor 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 Client or is otherwise made in accordance with Client's instructions.

8. Patents, Copyrights, Intellectual Property, etc. Client 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 Client any patent rights or patent license in any patent, which may be obtained in respect of the Services. Artwork created by Processor on behalf of Client remains the property of Processor. Client retains ownership of any artwork supplied to Processor.

9. Limitation of Liability; Disclaimer of Warranties. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, PROCESSOR'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 CLIENT AND, IN ANY EVENT, SHALL NOT EXCEED THE LESSER OF (i) THE AMOUNT OF FEES PAID TO PROCESSOR BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THAT THE LIABILITY ARISES, OR (ii) TWENTY THOUSAND DOLLARS (\$20,000).

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Banc of America Merchant Services, LLC is a New Hampshire limited liability company formed on October 13, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3<sup>rd</sup> day of September, A.D. 2013

*William M. Gardner*

William M. Gardner  
Secretary of State

**Bank of America Merchant Services, LLC**

**Secretary's Certificate**

I, JoAnn Carlton, Secretary of Bank of America Merchant Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("BAMS"), do hereby certify as follows:

The Senior Vice President of Large Corporate Sales is duly authorized to execute and deliver contracts and other instruments on behalf of BAMS and Bank of America, N.A. as he deems necessary or desirable subject, at all times, to the applicable policies of BAMS and other limitations on its officers' authority.

The following person is duly elected, qualified and acting Senior Vice President of Large Corporate Sales for BAMS, he is now serving in such capacity, and his signature as set forth below is genuine:

**Name**

**Signature**

Edward F. Sykes



IN WITNESS WHEREOF, I have signed this Secretary's Certificate on  
September 4, 2013

By:

  
JoAnn Carlton, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE REISSUED: 6/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Wills Ins Serv of Atlanta Inc One Glenlake Parkway, 11th Fl Atlanta GA 30326	<b>CONTACT</b> Name: Heather Entom Phone: 404-724-5000 Fax: 404-724-5001 Email: heather.entom@allis.com www.allis.com/producing-coverages
<b>INSURER</b> Bank of America Merchant Services, LLC 5565 Glenridge Connector NE, GM-13 Atlanta, GA 30342-1335	<b>INSURANCE COMPANY</b> First Data National Union Fire Insurance Co of 17328 NAFTA 51 NAFTA 51 NAFTA 51 NAFTA 51

**COVERAGES**      **CERTIFICATE NUMBER: 1701853547**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	DESCRIPTION	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR (CUMULATIVE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC)	1701853547	1/1/2013	1/1/2014	EACH OCCURRENCE: \$1,000,000 PRODUCTS COMMODITY AGG: \$3,000,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$3,000,000	
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person): \$1,000,000 BODILY INJURY (Per household): \$1,000,000 AUTOMOBILE LIABILITY: \$1,000,000	
<input checked="" type="checkbox"/> UMBRELLA LIME <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIME <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> PER POLICY: \$1,000,000	1701853547	1/1/2013	1/1/2014	EACH OCCURRENCE: \$3,000,000 AGGREGATE: \$3,000,000	
<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY (ANY REQUIREMENTS REGARDING COVERAGE OF OCCURRENCE EXCLUDED BY (a) primary in (b) (c) per (d) general (e) other DESCRIPTION OF OPERATIONS:				EACH ACCIDENT: \$1,000,000 EACH EMPLOYEE: \$1,000,000 EACH OASLSE - POLICY LIMIT: \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach schedule to this certificate if more space is required)  
First Data Services LLC is explicitly included as a named insured in the above referenced insurance policy.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Administrative Services 25 Capital Street, Room 120 Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  BY THE ISSUING INSURER(S): <i>James C. Goodhue</i>
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