STATE OF CALIFORNIA
# STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 6/03)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 44 Pages

| AGREEMENT NUMBER | AMENDMENT NUMBER |
|---|---|
| 5-10-99-01 | 1 |
| REGISTRATION NUMBER | |
| | |

1. This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
DEPARTMENT OF GENERAL SERVICES
CONTRACTOR'S NAME
First Data Merchant Services Corporation (See second signature page )

2. The term of this Agreement is June 1, 2010 through May 31, 2015

3. The maximum amount of this Agreement after this amendment is: $0 Zero dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

To amend and supplement Master Services Agreement 5-10-99-01 dated June 1, 2010 (the "Agreement"). FDMS and DGS do hereby agree to replace the exhibits shown below in its entirety and attach hereto and incorporate herein as follows:

| From: FDMS | To: FDMS | |
|---|---|---|
| Exhibit B | Amendment 1 of Exhibit B – Budget Detail and Payment Provisions | Pages 3 |
| Exhibit D | Amendment 1 of Exhibit D – Special Terms and Conditions | Pages 7 |
| Exhibit D - Attach 1 | Amendment 1 of Exhibit D – Attachment I – First Data Authorization User Participation – Set Up Form | Pages 3 |
| Exhibit E | Amendment 1 of Exhibit E – Fees and Costs | Pages 4 |
| Exhibit E - Attach 1 | Amendment 1 of Exhibit E – Attachment 1 – Service Pricing | Pages 5 |
| Exhibit G | Amendment 1 of Exhibit G – Agreement for Merchant Processing Services | Pages 20 |

All other terms and conditions shall remain the same.

The effective date of this amendment is the date approved and signed by the Department of General Service's Office of Legal Services.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*
First Data Merchant Services Corporation

BY *(Authorized Signature)* ✍ [signature]
DATE SIGNED *(Do not type)* 31 JAN 11

PRINTED NAME AND TITLE OF PERSON SIGNING
Jim Contardi - SVP

ADDRESS
5565 Glenridge Connector, N.E.
Atlanta, GA 30342

**STATE OF CALIFORNIA**

AGENCY NAME
Department of General Services - Procurement Division

BY *(Authorized Signature)* for [signature]
DATE SIGNED *(Do not type)* 2/23/11

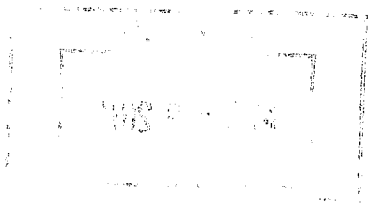
PRINTED NAME AND TITLE OF PERSON SIGNING Fran Archeletta, Purchasing Manager
Jim Butler, Deputy Director

ADDRESS
707 Third Street, 2nd Floor, West Sacramento, CA 95605

**CALIFORNIA**
**Department of General Services**
**Use Only**

APPROVED
MAR - 2 2011
DEPT OF GENERAL SERVICES

☐ Exempt per:



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.

**STATE OF CALIFORNIA, DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION**

BY: _____

TITLE: Fran Archuleta, Purchasing Manager

DATE: 2-23-2011

**FIRST DATA MERCHANT SERVICES CORPORATION**

BY: _____

TITLE: SVP

DATE: 31 JAN 11

**CITICORP PAYMENT SERVICES, INC.**

BY: _____

TITLE: SVP

DATE: 31 JAN 11

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.

Exhibits A-G - Merchant Services(Category 1)
First Data Merchant Services Corporation
("FDMS") ("Contractor")

Signature: _____
Print Name: Jim Contardi
Title: SVP
Dated: 31 JAN 11

Citicorp Payment Services, Inc.
Signature: _____
Print Name: Jim Contardi
Title: SVP
Dated: 31 JAN 11

Exhibit A-G - Attachments II and III (Amex/Discover Cards and Debit Cards) (Category 1)
First Data Merchant Services Corporation
("FDMS") ("Contractor")

Signature: _____
Print Name: Jim Contardi
Title: SVP
Dated: 31 JAN 11

Exhibits A-F and H (PayPoint Gateway for eCheck, Convenience Fee or online payments) (Categories 1 & 2)
First Data Government Solutions, LP
("FDGS") ("Contractor")

Signature: _____
Print Name: Jeffrey Myers
Title: SVP
Dated: 1/31/11

Exhibits A-F and I (EFT) (Category 4)
First Data Government Solutions, LP
("FDGS") ("Contractor")

Signature: _____
Print Name: Jeffrey Myers
Title: SVP
Dated: 1/31/11

**Exhibits A-F and J (Remote Deposit) (Category 3)**

RemitCo, LLC
("RemitCo") ("Contractor")

Signature: _____
Print Name: Jeffrey Myers
Title: SVP
Dated: 1/31/11

**Exhibits A-F and K (TeleCheck for Electronic Check Conversion or Check Warrantee) (Categories 2 & 3)**

TeleCheck Services, Inc.
("TeleCheck") ("Contractor")

Signature: _____
Print Name: Mark Wallin
Title: President
Dated: 2/04/11

## Amendment 1 of Exhibit B – Budget Detail and Payment Provisions

### 1. INVOICING AND PAYMENT:

a. All Authorized Users are required to open a deposit account at an approved State financial institution that participates in the Automated Clearing House of the Federal Reserve System (ACH) to accept electronic payments via ACH under this MSA. For California State Authorized users this deposit account must be a Zero Balance Account (ZBA).

b. Each Authorized User must provide the Contractor with the name, bank deposit account and ABA (bank routing) numbers of the financial institution where such Authorized User's deposit account is established. Further, Authorized user must notify Contractor of any changes to its financial institution, account, or ACH information over the course of the agreement. Each Authorized User must also notify its financial institution that the Contractor has access to the designated deposit account to make payments. Contractor does not have authority to debit any amounts from the Authorized User's deposit account.

c. Contractor shall settle the total amount of charges less Chargebacks, credits and applicable adjustments and invoice Contractor's fees and Third Party Fees. Contractor shall not reduce any payment transaction for payment of fees and costs (as defined in Exhibit E - Fees and Costs). If Authorized User chooses to use a third party processor, Authorized User acknowledges that all fees will be settled to the third party processor. Further, Authorized User acknowledges and agrees that Contractor shall bill the third party processor for all fees due and owing by Authorized User hereunder. Notwithstanding the above, Authorized User shall be fully liable for any Contractor's fees and Third Party Fees, provided for in this Agreement.

d. Contractor shall initiate payment to each Authorized User's designated deposit account in accordance with the schedule noted in Exhibit A, Section 4.1.a. If the payment transmittal date falls on a day that Contractor's bank is not open for processing payments, Contractor will initiate payment as soon as the Contractor's bank is open.

e. Each Authorized User is responsible for paying for electronic payment acceptance services provided hereunder.

f. Each Authorized User shall provide billing information (mailing address, contact person, etc.) as part of its individual Subscription Agreement executed with Contractor.

g. Invoices shall be submitted in arrears to each Authorized User on Contractor's letterhead within 15 days of the end of each month and in accordance with the Prompt Payment Act. The invoice shall include:

- The Agreement Number of the Subscription Agreement between the Authorized User and the Contractor.
- The MSA number.
- Authorized User Name.
- Authorized User Merchant Number.

- Time period covered.
- Work completed for the period shall be identified (detailed statement of services rendered) as specified in the individual Authorized User's Subscription Agreement.
- Contact information for billing comments or inquiries such as a telephone number, fax number, and address.

h. Upon receipt of invoices and subsequent validation of such invoices by the Authorized User's designated representative(s), the Authorized User will pay the Contractor for fees and costs as specified in Exhibit E. State Authorized Users will promptly process the invoice and pay Contractor, or cause the State Controller to pay Contractor, for the amount due.

i. Each Local Authorized User will promptly process the invoice and pay by either: (i) Contractor debiting such Local Authorized User's designated debit (payment) account, with the Local Authorized User's prior approval, or (ii) initiating ACH payment to the Contractor's demand deposit account.

j. Contractor shall indicate Chargebacks and adjustments (including Credits) to Authorized Users in statements and reports as required pursuant to Section 4.b.5 of Exhibit A.

k. The State does not accept liability of Local Authorized Users (cities, counties, local governments, political subdivisions etc.).

## 2. BUDGET CONTINGENCY CLAUSE:

a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the Authorized User's Subscription Agreement does not appropriate sufficient funds for the program contemplated thereunder, the Authorized User's Subscription Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds to Contractor or to furnish any other consideration under the Agreement, provided, however, the Authorized User shall be responsible for any chargebacks, fees, fines or penalties by the Association resulting from any prior transactions.

b. Except as set forth in Section 2-a, for State Authorized Users, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of the Authorized User's programs, the Authorized Users shall have the option to either (i) cancel Authorized User's Agreement with no liability occurring to the State, excluding any chargebacks, fees, fines or penalties by the Association, by providing Contractor immediate written notice or (ii) offer an agreement amendment to Contractor to reflect the reduced amount.

c. In the event an Authorized User's Agreement is terminated pursuant to this Section 2, such Authorized User shall be responsible for payment of all amounts owed to Contractor up until the effective date of termination, provided, however, the Authorized User shall be responsible for all chargebacks, fees, fines or penalties by the Association after termination.

## 3. REPORTING REQUIREMENTS:

The Contractor shall deliver a Contract Activity Report to the DGS Contract Manager on a quarterly basis. This activity report (See Exhibit B Attachment I) will summarize the Contractor's MSA contract activity by payment category for each Authorized User and will contain the following information:

- Authorized User Name (department, agency, etc.)
- Authorized User's Merchant Number
- Dollar Volume by card type (*Amex. Discover, Visa, MC, Debit*) and/or payment solution
- Number of transactions by card type and/or payment solution
- Average Ticket by card type and/or payment solution
- Fees paid by payment solution and type (interchange, processor, convenience fees, other)

Contractor shall send reports electronically using Email and Microsoft Excel or compatible. Send to MaryAnne.DeKoning@dgs.ca.gov and Masters@dgs.ca.gov

Contractor shall provide equipment and software reporting information upon request.

## 4. PROMPT PAYMENT CLAUSE:

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## 5. CONTRACTOR OVERPAYMENTS:

If the Authorized User determines that an overpayment has been made to the Contractor, the Authorized User will seek recovery immediately upon discovery of the overpayment by calling the contractor service center to request a refund of the overpayment amount. If Contractor discovers they have received an overpayment, contractor must notify the Authorized user and refund the overpayment immediately.

## 1. AUTHORIZED USERS:

a. Authorized Users means (i) State of California government entities that participate in this MSA ("State Authorized Users"), and (ii) Local government entities that participate in this MSA ("Local Authorized Users"), (iii) any Authorized User participating under the WSCA States.

b. Pursuant to Government Code §11000, State of California government entities include every state office, officer, department, division, bureau, board, and commission. Pursuant to Public Contract Code §10298, and for purposes of this agreement, a Local government entity is any city, county, district, or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services. Further, for purposes of this agreement, reference to Local government entities will also include the California State Universities (CSU) and University of California (UC) systems, school districts and community colleges.

c. The State of California works collaboratively with its Western States Contracting Alliance "WSCA" or "WSCA State") partners to make this Agreement available to any WSCA State wishing to participate. The participating WSCA State will agree to the same terms and conditions of this Agreement, and any mutually agreeable specific terms and conditions as outlined below in Section 1-f. Therefore, a WSCA participating addendum will be mutually developed between the Contractor and the interested WSCA state(s).

d. This Master Services Agreement (MSA) is available for State of California government entities that seek to acquire credit card payment acceptance services. Each entity is required to adhere to Department of General Services (DGS) contract and procurement policy and procedures. See the following link for the State of California Agency List (exclude any local government agencies described above): http://www.ca.gov/About/Government/agencyindex.html

e. This MSA is available for local government and WSCA State entities' use. Contractor may enter into this MSA with such local government and WSCA States entities, after Contractor determines, in its sole discretion, that such local government and WSCA State entities have been credit approved by Contractor. Local government entities may execute a contract under this MSA using the standard form Std. 213 or appropriate equivalent contract form. WSCA states may execute using a participating addendum form. Upon execution of the respective contract forms and/or the Selected Services Signature Page, Exhibit D Attachment III, they shall become Authorized Users and the provision of services by the Contractor to such Authorized Users will be governed by the terms of this MSA.

f. However, the Contractor and Local government and WSCA entities may negotiate the specific provisions cited below. If the parties cannot mutually agree, neither party shall be obligated to enter into an agreement.

- Amount of SLA Penalty (Exhibit A, Section 4 a. 6)
- Invoicing and Payment Provisions (Exhibit B, Section 1)

- Governing Law, Jurisdiction (Exhibit C, Section 17)
- Authorized User's additional agency specific terms and conditions (noted in Exhibit D, Section 2)
- First Data Merchant Services Standard Proposed WSCA/Local Negotiation Language (Appendix 1)

**2. AUTHORIZATION TO RENDER SERVICES:**

Contractor may not decline a State of California government entity's request to utilize services offered under this Agreement.

Prior to rendering services, Contractor and each Authorized User (as applicable) must execute a separate subscription agreement that incorporates the terms of this MSA by reference and may contain additional agency specific terms and conditions, none of which may alter, rescind, or be in conflict with the terms and conditions of this MSA. For State Authorized Users, such Subscription Agreement shall be in the form of the standard agreement, Std. 213. The duly executed Std. 213 and the appropriate equivalent contract form for Local/WSCA Authorized Users are herein referred to as the "Subscription Agreement".

The Subscription Agreement shall describe the particular requirements of the Authorized User, usually reflected in detailed scope of work and invoicing contact information. State Authorized User's Subscription Agreements shall be processed in accordance with State contracting laws, policy, and procedures. Further, Authorized Users will be required to complete the Authorized User Participation form by selecting services and providing the applicable related information (See Exhibit D Attachment I). In addition, both the Authorized User and Contractor must sign the signature blocks for each corresponding selected service on the Selected Services Signature Page (See Exhibit D Attachment II for State Authorized Users or Attachment III for Local/WSCA Authorized Users), which should directly follow the signed STD 213 document (or other applicable contract page 1) in the Authorized User's Subscription Agreement.

**3. ORDER OF PRECEDENCE:**

In the event of any inconsistency between articles, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply:

a. All federal, state, local laws and regulations

b. Exhibit C Terms & Conditions

c. Exhibit A Scope of Services

d. Exhibit B Budget and Payment Provisions

e. Exhibit D Special Terms & Conditions

f. State of California Standard Agreement (STD 213)

g. Exhibit E Fees and Costs

h. Exhibit F Equipment

i. Exhibit G Agreement For Merchant Processing Services

j. All Association rules, Debit Networks rules, and NACHA rules.

k. Exhibit H-K (as applicable)

**4. SECURITY, PRIVACY, DISCLOSURE, & HIPAA COMPLIANCE:**

The parties acknowledge that this Agreement is subject to the California Public Records Act (Govt. Code section 6250 et seq.), California Government Code sections 6164 and 11019.9; and California Civil Code Section 1798 et seq; and the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (Code of Federal Regulations (CFR), Title 45, Sections 164.501 et seq. and HIPAA requirements posted on the California Office of HIPAA Implementation (CalOHI) webpage at: http://www.hippa.com/legislation/45CFR-164.501.html

Authorized Users agree not to disclose Cardmember account numbers and/or Card Identification Numbers ("CIDs") unless required by law or other legal process, or for internal State purposes.

Contractor agrees it will not use the names, addresses, and any other personally identifying information of State, city, county, school, or other public employees for any purpose not directly related to this Agreement.

**5. REGULATORY AUTHORITIES (Industry Related Rules and Regulations):**

Contractor and State warrants and certifies that prior to, and in the performance of this Agreement, it will acquire, maintain, and remain in compliance with all mandatory regulatory approvals with respect to its performance under this Agreement required by any applicable governmental agency having jurisdiction. If such regulatory approvals are not obtained prior to the performance of this Agreement, this Agreement shall be of no force or effect.

**6. LICENSES AND PERMITS:**

Contractor shall be responsible for obtaining and maintaining at its expense all applicable licenses, registrations, permits, and certifications applicable to its performance under this Agreement during the entire term of this Agreement required by federal law, the State of California, and local jurisdictions in California.

**7. INSURANCE & BONDING:**

Contractor agrees that the liability insurance herein provided for and employee fidelity bond insurance policies covering all employees engaged in the performance of this Agreement shall be in effect at all times during the term of this Agreement. If insurance or bonding coverage expires at any time during the term of this Agreement and those Subscription Agreements executed directly with the

Authorized Users, Contractor agrees to provide to the Authorized Users, upon expiration of coverage, a new certificate of insurance evidencing the renewal of such insurance coverage as provided for herein. New certificates of insurance are subject to the approval of the Department of General Services, such approval not to be unreasonably withheld.

The Contractor agrees to maintain commercial general liability, and employee fidelity bond insurance policies of not less than $1,000,000 per occurrence and $3,000,000 in aggregate and worker's compensation insurance in accordance with applicable statutory requirements.

The Contractor shall furnish to the State and/or Authorized Users certificates of insurance stating each type and amount of insurance, as set forth above, is presently in effect for Contractor.

**8. SUBCONTRACTORS:**

Each party (Contractor or Authorized User) is responsible, without recourse to the other party, for the settlement and satisfaction of its own contractual and administrative obligations arising out of each party's respective subcontracts to render (in the case of Contractor) or receive (in the case of Authorized Users) the services outlined in this Agreement.

**9. TERMINATION:**

a. The State may terminate the MSA and any Authorized User may terminate its respective Subscription Agreement for cause upon a reasonable and good faith determination that the Contractor failed to perform the requirements of this Agreement at the time and in the manner herein provided.

b. In the event of a breach, the State or Authorized User may elect to send the Contractor a notice specifying the breach and providing the Contractor an opportunity to cure the breach within a period of time no less than thirty (30) days "Cure Period". If the breach is not cured within the Cure Period, the State or Authorized User has the right to terminate the Agreement upon thirty (30) days notice to the Contractor.

c. The State may terminate the MSA without cause upon sixty (60) days advance written notice to the Contractor. Authorized Users may terminate their respective Subscription Agreements without cause upon sixty (60) days advance written notice to the Contractor. In the event of a termination without cause, Contractor shall not be responsible for any costs to the State or an Authorized User associated with such termination and any sum due the Contractor under this Agreement (which sum due to the Contractor shall include, but not be limited to, fees as set forth in this Agreement) for Charges up to the date of a termination shall be paid to the Contractor within thirty (30) days of termination, excluding any Chargebacks, fees, fines or penalties owed by the State or Authorized User after termination.

d. After receipt of a notice of termination by the State, or an Authorized User, and except as otherwise directed by the State or Authorized User, Contractor shall:

(i) Stop work as specified in the notice of termination.

(ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Agreement.

(iii) Terminate all subcontracts to the extent they relate to the work terminated.

(iv) After receipt of a notice of termination and prior to the contract termination effective date, Contractor agrees to diligently proceed without interruption in the performance of this Agreement. Contractor's failure to diligently proceed in accordance with this Agreement shall be considered a material breach of this Agreement.

e. Unless otherwise provided in the Authorized User's Subscription Agreement, in the event the State of California MSA is terminated, such termination shall have no effect on the Local/WSCA Authorized Users and the terms and conditions of the MSA shall continue to remain in full force and effect with respect to Local/WSCA Authorized Users.

## 10. PHASE IN & PHASE OUT TRANSITION SERVICES:

Prior to the end of this Agreement's contract term, or if this Agreement is terminated by the State, Contractor agrees to reasonably assist in transitioning the services provided under this Agreement within a period of time, not to exceed one hundred eighty (180) day calendar period. Contractor shall cooperate with any new contractor(s) and State staff in effectuating an orderly transition.

## 11. DISPUTE RESOLUTION:

In the event a dispute arises with respect to the interpretation or performance of, or the relationship created by, all or any part of this Agreement, the parties will attempt in good faith to resolve the dispute.

## 12. FINANCIAL AND OTHER INFORMATION:

a. Authorized User may elect to make its financial statements readily available to the public. However, with respect to State Authorized Users, the posting of such financial information at the http://www.ebudget.ca.gov website (or any successor website thereto) shall be deemed to fulfill this requirement. Upon request, Authorized User shall provide to Contractor or their representatives reasonable access to Authorized User's facilities and records for the purpose of performing any inspection and/or copying of Authorized User's books and/or records pertaining to the Services in this MSA.

b. Authorized User will provide Contractor with written notice of Authorized User's intent to liquidate, substantially change the basic nature of its business, transfer or sell any substantial part (25% or more in value) of its total assets, Authorized

User will also notify Contractor of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of Authorized User's total assets not later than three days after Authorized User obtains knowledge of any such judgment, writ, warrant of attachment, execution or levy.

## 13. WARRANTIES; EXCLUSION OF CONSEQUENTIAL DAMAGES; LIMITATION ON LIABILITY:

a. **Disclaimer of Warranties.** THIS MSA AND ANY AMENDMENTS IS AN AGREEMENT FOR SERVICES AND EXCEPT AS EXPRESSLY PROVIDED IN THIS MSA AND ANY AMENDMENTS, CONTRACTOR AND ITS AFFILIATES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO AUTHORIZED USER OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, 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.

b. **Exclusion of Consequential Damages**. NOTWITHSTANDING ANYTHING IN THIS MSA AND ANY AMENDMENTS TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, 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.

## 14. NOTICES:

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if delivered (a) personally, (b) via facsimile, electronic mail or overnight express service or (c) by certified or registered mail, postage prepaid, return receipt requested, in each case, to the addresses, facsimile numbers and/or electronic mail addresses set forth below the signatures of each party hereto. The parties hereto may change their street addresses, facsimile numbers and electronic mail addresses for purposes of this Agreement by notifying the other party in the manner specified in this section.

## 15. PROPRIETARY RIGHTS AND PERMITTED USES:

Neither party may issue any press release about this Agreement or the State without the other party's prior written consent. Notwithstanding anything to the contrary,

neither party has any rights in the other party's Marks, nor may one party use the other party's Marks without its prior written consent, except that we may use your name, address, (including your website addresses or URLs), and customer service telephone numbers where we communicate where the Card is accepted. State acknowledges that that an affiliate of Contractor has a limited, minority, non-controlling, equity interest in Ronald A. Katz Technology Licensing L.P., an entity owning certain patent applications and patents which may apply to interactive or automated voice response products or services provided by Contractor.

**16. INTERPRETATION:**

In construing this Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) the term "or" is not exclusive; (iii) the term "including" means "including, but not limited to;" (iv) the term "day" means "calendar day"; (v) any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time; and (vi) all captions, headings, and similar terms are for reference only.

**17. SEVERABILITY:**

To be effective, the waiver by either party of a breach of any provision contained herein shall be in writing and shall in no way be construed as a waiver of any subsequent breach of such provision or the waiver of the provision itself. If any provision of this Agreement shall be held illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

**18. WAIVER &CUMULATIVE RIGHTS:**

Either party's failure to exercise any of its rights under this Agreement, its delay in enforcing any right, or its waiver of its rights on any occasion, will not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights will constitute a waiver thereof. No waiver of any term of this Agreement will be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. All rights and remedies of the parties are cumulative, not alternative.

**19. FORCE MAJEURE:**

Neither party shall be held responsible for any delays in or failure or suspension of service caused, directly or indirectly, or any the nonperformance, delay or error of any third party or other causes reasonably beyond the control of either Party.

| **Amendment 1 of Exhibit D Attachment 1**<br>**First Data Authorized User Participation - Set Up Form** | **Example** | **Location 1** | **Location 2** |
|---|---|---|---|
| **Merchant Selected Services** | | | |
| **MSA Category 1 - Credit and Debit Card Processing** | | | |
| **(Exhibit G) Merchant Services** | ☐ | ☐ | ☐ |
| **FDMS Global Gateway** | ☐ | ☐ | ☐ |
| **(Exhibit E) Third Party Convenience Fee Processing** | ☐ | ☐ | ☐ |
| **MSA Category 2 - e-check: web or telephone (IVR)** | ☐ | ☐ | ☐ |
| **(Exhibit H) PayPoint Gateway Services** | | | |
| **(Exhibit K) Telecheck Services -Needed for Check Warantee** | | | |
| **MSA Category 3 - Remote Deposit/Electronic Check Conversion** | ☐ | ☐ | ☐ |
| **(Exhibit J) - For Remote Deposit** | | | |
| **(Exhibit K) - Needed for Electronic Check Conversion** | | | |
| **MSA Category 4 - Electronic Fund Transaction ("EFT")** | ☐ | ☐ | ☐ |
| **(Exhibit I)** | | | |
| **(Exhibit H) PayPoint Services - Convenience fee or online payments** | ☐ | ☐ | ☐ |
| **Merchant Reference Name** | | | |
| Reference Name (your method of location identification: e.g. "Field Office 6652" | Location 5 | | |
| **DBA Business Address - No PO Boxes** | | | |
| DBA Merchant Name | Example Store | | |
| DBA Attention | Lindsey White | | |
| DBA Street Address 1 | 123 Main Street | | |
| DBA Street Address 2 | Suite 1234 | | |
| DBA City | San Rafael | | |
| DBA State | CA | | |
| DBA Zip | 94903 | | |
| DBA Telephone | 415-555-1234 | | |
| DBA Cell Phone | 415-666-1234 | | |
| DBA Fax | 415-555-4321 | | |
| DBA Customer Service Telephone | | | |
| DBA E-mail Address | lindsey.white@elavon.com | | |
| DBA Website Address | www.testaccount.com | | |
| DBA Customer Service Website Address | www.customerservice.com | | |
| **Type of Business** | | | |
| Government | Government | | |
| Fed Tax ID - if not on file, please provide MPA or Schedule B when submitting request | 12-3456789 | | |
| **Headquarter Information** | | | |
| Headquarter Merchant Name | Department of General Svcs. | | |
| Headquarter Attention | Lindsey White | | |
| HeadquarterStreet Address 1 | 456 Example Street | | |
| Headquarter Street Address 2 | | | |
| Headquarter City | Example City | | |
| Headquarter State | CA | | |
| Headquarter Zip | 94621 | | |
| Headquarter Telephone | 555-666-6547 | | |
| Headquarter Cell Phone | | | |
| Headquarter Fax | 555-555-6545 | | |
| **Billing/Shipping Information (List which address it needs to go to, e.g. Headquarter, ZBA, or Special)** | | | |
| Mail Statements to - Headquarter or DBA | Corp | | |
| Shipping - Headquarter or DBA | DBA | | |
| Retrievals - Headquarter or DBA | Headquarter | | |
| Chargebacks - Headquarter or DBA | Headquarter | | |
| Copy Request - Headquarter or DBA | Headquarter | | |
| AUTO FAX number if set up to fax chargebacks | 555-555-6545 | | |
| **Card Acceptance Information** | | | |
| Description of products or services offered | Government | | |
| Percent Card Present (Swiped) | 0% | | |
| Percent Card Not Present (Key Entered) | 0% | | |
| Mail Order | 25% | | |
| Intergrated Voice Recognition (Automated) | 25% | | |
| Telephone Order (In-person) | 50% | | |
| Internet | 0% | | |
| Total Percentage (Must equal 100%) | 100% | | |
| | | | |
| Do you accept orders by Mail/Telephone? (If yes, put applicable percentage) | 100% | | |
| Do you accept orders by Internet? (If yes, put applicable percentage) - Internet accounts should be 100% internet | no | | |
| If Internet processing, list WEBSITE/URL | | | |
| Yearly Volume | $ 12,000,000.00 | | |
| Monthly Volume | $ 1,000,000.00 | | |
| Average Ticket | $ 1,000.00 | | |

Merchant Services

| **Amendment 1 of Exhibit D Attachment 1 First Data Authorized User Participation - Set Up Form** | **Example** | **Location 1** | **Location 2** |
|---|---|---|---|
| # of Transactions per Month | 1000 | | |
| **T&E Card Information** | | | |
| Amex SE# | - | | |
| Discover SE# - | - | | |
| **Equipment Information** | | | |
| ***Equipment/Product Descrip. (1) (if applicable)*** | Terminal or Software Type | | |
| Quantity | 1 | | |
| Ownership (please choose: Merchant Owns, Lease, Rental, Exchange, Purchase) | Purchase | | |
| Additional Notes - If software list name of software | Need license for 50 users | | |
| OS (Windows XP, 2000, Linux, etc.) | Windows 98 | | |
| ***Equipment/Product Descrip. (2) (if applicable)*** | Terminal or Software Type | | |
| Quantity | 10 | | |
| Ownership (please choose: Merchant Owns, Lease, Rental, Exchange, Purchase) | Merchant Owns | | |
| Additional Note - Please list OS (Windows XP, 2000, 98, etc.) | | | |
| ***Equipment/Product Descrip. (3) (If applicable)*** | | | |
| Quantity | | | |
| Ownership (please choose: Merchant Owns, Lease, Rental, Exchange, Purchase) | | | |
| Additional Note - Please list OS (Windows XP, 2000, 98, etc.) | | | |
| ***Equipment/Product Descrip. (4) (If applicable)*** | | | |
| Quantity | | | |
| Ownership (please choose: Merchant Owns, Lease, Rental, Exchange, Purchase) | | | |
| Additional Note - Please list OS (Windows XP, 2000, 98, etc.) | | | |
| | | | |
| **Third Party Convenience Fee Provider** | | | |
| Provide the Name of Third Party **Convenience** Fee Provider (if Utilized) | | | |
| **Third Party Gateway Fee Provider** | | | |
| Provide the Name of Third Party **Gateway** Provider (if Utilized) | **Intellipay** | | |
| **Value Added Service Information - ECS, EGC, DCC** | | | |
| Do you take any of these forms of payments | | | |
| | | | |
| **Bank Account Information - NOTE: ALL ACCOUNTS MUST BE CHECKING ACCOUNTS** | | | |
| ***Deposit Account*** | | | |
| Deposit Settlement Name (List DBA or Legal) | Example Location | | |
| ABA/Routing # | 1234567 | | |
| Account # | 123456782 | | |
| Bank Name | Union Bank of CA | | |
| Bank Address | 1234 Bank Way | | |
| City | Bank City | | |
| State | CA | | |
| Zip | 99970 | | |
| Bank Telephone | 999-555-9874 | | |
| ***Billing Account*** **(LOCAL/WSCA AUTHORIZED UESRS ONLY)** | | | |
| ***Note:*** Billing and Chargeback sections do not have to be completed if same as Deposit Account. Please put "DEPOSIT" in 'Deposit Settlement Name section. | | | |
| Deposit Settlement Name (List DBA or Legal) | | | |
| ABA/Routing # | | | |
| Account # | | | |
| Bank Name | | | |
| Bank Address | | | |
| City | | | |
| State | | | |
| Zip | | | |
| Bank Telephone | | | |
| ***Chargeback Account*** **(LOCAL/WSCA AUTHORIZED UESRS ONLY)** | | | |
| Deposit Settlement Name (List DBA or Legal) | | | |
| ABA/Routing # | | | |
| Account # | | | |
| Bank Name | | | |
| Bank Address | | | |
| City | | | |
| State | | | |
| Zip | | | |
| Bank Telephone | | | |
| **MISC** | | | |
| Do you have a check service? | yes | | |
| If Yes, who provides it, and what is the name of the product? | ECS | | |
| *Phone System Information* | | | |

Equipment / Software (if applicable)

| **Amendment 1 of Exhibit D Attachment 1**<br>**First Data Authorized User Participation - Set Up Form** | **Example** | **Location 1** | **Location 2** |
|---|---|---|---|
| Dialing Access Number (e.g. 0, 9, 1, etc.) | 9 | | |
| What type of line do you have? (Choose: Dedicated line (preferred), Tone, Pulse (Rotary), Shared Line with Fax, Switchboard | Switchboard | | |
| *Training* | | | |
| Will training be necessary? (yes/no) | yes | | |
| Training Contact Name | Lindsey White | | |
| Training Contact Telephone | 1-800-725-1111 x1111 | | |
| | | | |
| **Special Instructions/Notes** | | | |
| | | | |
| **FOR CONTRACTOR USE ONLY** | | | |
| MCC/SIC Code | | | |
| Pricing Program Number | | | |
| Auth Program Number | | | |
| CG & Chain Number | | | |
| Parent Entity | | | |
| Rep Code if needed | | | |
| Network to be used | | | |
| Rate Type (Tiered, Fixed, Surcharge, Association, Bank Defined) | | | |
| ICA Rates if ICA | | | |
| Tiered, Fixed, Surcharge Rates | | | |
| Qual | | | |
| Rewards | | | |
| Partial | | | |
| CommNQ | | | |
| Non Qual | | | |
| Standard | | | |
| Chargeback Fee | | | |
| Statement Fee | | | |
| Minimum Bill Fee | | | |
| T&E Auth Fees | | | |
| Visa/MC Auth Fees | | | |
| **EXISTING MID TO USE AS EXAMPLE** | | | |

## 1. FEES AND COSTS:

In consideration of Contractor's processing services, Authorized Users will pay monthly, and in arrears, pricing based on the pricing matrix provided in Exhibit E Attachment I.

## 2. VISA AND MASTERCARD INTERCHANGE ASSESSMENT RATES:

The Visa and MasterCard interchange assessment pricing specified is subject to fluctuations. These rates are outside of the control of the State of California and the Contractor. Both increases and decreases in these rates are to be passed on to the Authorized Users of this Agreement in the form of changes in the official interchange assessment rates from VISA and MasterCard by the Contractor. Contractor will send, as promptly as possible, to each Authorized User and to the DGS Contract Manager, notices documenting all pricing adjustments resulting from the official changes in interchange assessment rates. The following sites provide the most up-to-date interchange assessment rates as they occur.

MasterCard Interchange Rates:
http://www.mastercard.com/us/merchant/support/interchange_rates.html

Visa Interchange Rates:
http://usa.visa.com/merchants/operations/interchange_rates.html

## 3. EQUIPMENT PRICING:

Upon request, Contractor will provide equipment and software pricing and specification sheets on an annual basis in DGS's electronic format (see Exhibit E -- Attachments II & III) and submit to DGS's Contract Administrator (by email, CD, ftp, or other agreed upon format). Once these prices are negotiated and approved by DGS, this information will be posted along with the respective contracts on the Electronic Payment Acceptance MSA website. Posting of price lists allows the Authorized Users access to both service and equipment/software pricing so Authorized Users can conduct a complete cost analysis based on their organization's individual requirements. Authorized Users may negotiate lower pricing than the maximums listed on the Contractor's Price Sheet. Please refer to Attachment II for equipment pricing information).

Price declines shall be effective immediately upon any public notification of the decline. All prices quoted shall be firm fixed maximum for the initial price list period. However, should a price decline be announced by the Contractor after contract award, and prior to an Authorized User utilizing the services, then the Contractor shall use the reduced pricing.

## 4. CONVENIENCE FEES:

Authorized Users, at their discretion, may elect to have the Contractor charge a convenience fee to the cardholder (paying parties) to offset the cost of card acceptance. Assessment of the fee occurs at the time of the transaction. Use of Convenience fees should be addressed by each Authorized User in their individual Subscription Agreement.

The Convenience Fee to be charged Cardholders for transactions processed will be mutually agreed upon by Contractor/Third Party Processor and Authorized User. Contractor/Third Party Processor shall not charge Authorized User a fee in consideration for Convenience Fee Provider providing Convenience Fee Assessment. Any amendment to the Convenience Fee must be mutually agreed upon by the Authorized User.

Convenience fees are subject to the constraints of the card associations and card companies and, in some instances, by State regulations and/or laws. In general, card payments, and specific card brands, may not be disadvantaged at the point-of-sale relative to other payment.

Contractor/Third Party Processor agrees to all of the following:

- Contractor must provide flexibility to assess or not assess a convenience fee.
- Support convenience fee policies and variations in convenience fees at the individual Authorized User level while remaining in compliance with credit and debit card Association regulations.
- Support convenience fee assessment by type of payment channel (IVR, point of sale, internet, etc.) within each Authorized User's agency.
- Separate the Convenience Fee from any payment that is owed by a Cardholder to Authorized User and paid through a Payment Transaction. Separate Convenience fees from other fees when invoicing the Authorized User.
- Provide Authorized User access to reports detailing all processed transactions.
- Provide Cardholder the opportunity to make Authorized User payments by credit card through both an interactive telephone voice response system ("IVR") and Internet interface.
- On behalf of Authorized User, collect and process Authorized User Payments from Cardholders using the American Express® Card, MasterCard®, VISA®, and Discover® Card.
- Provide the Card Services to Cardholders on a date to be mutually agreed upon by Contractor/Third Party Processor and the Authorized User.
- Provide Authorized User Payment Transactions to the appropriate Card organizations through Contractor/Third Party Processor and Contractor/Third Party Processor shall settle the Authorized User's payments to the Authorized User's designated bank account. Contractor/ Convenience Fee Provider shall

retain all Convenience Fees collected by it hereunder after paying all fees owed in connection with payment transactions to the appropriate parties.

- Confirm the dollar amount of all Cardholder's Authorized payments and the corresponding convenience fees to be charged to Cardholder and obtain the Cardholder's approval (electronic or otherwise) of such charges prior to initiating credit authorizations.
- Provide Cardholder with electronic confirmation of Card transactions.
- Electronically transmit all Card transactions to Contractor, in real time as the transactions occur.
- Arrange for a unique line merchant description for the Authorized payment that references the name of Authorized User and arrange for a separate unique line merchant description for the Convenience Fee that references Contractor/Third Party Processor and the nature of the fee.
- Provide Authorized User with logos, graphics, and other appropriate marketing materials for Authorized User's use in its communications with Cardholders..
- Provide Authorized User with reports summarizing use of the Card Services by Cardholders for a given reporting period.
- Grant to Authorized Users a revocable, non-exclusive, non-transferable, royalty-free license to use Contractor/Third Party Processor's logo, trademarks and other service marks for the sole purpose of promoting the Card Services in a form as approved by Contractor/Third Party Processor.
- May, but shall not be required to, assign to Authorized User one or more identification numbers or passwords for Authorized User's use in obtaining the Card Services. Once such identification number(s) or password(s) have been delivered to Authorized Agency by Contractor/Third Party Processor, the use and confidentiality of such numbers and/or passwords shall be the sole responsibility of Authorized User.

Authorize User agrees to the following:

- Take all reasonable security precautions within its system, hardware and software to prevent unauthorized or fraudulent use of Contractor/Third Party Processor's System by Authorized User, Authorized User's employees and agents, and Cardholders.
- Other than permitting Contractor/Third Party Processor to charge the Convenience Fees in accordance with the Card Services, Authorized User will not impose any surcharge or penalty on transactions made by Cardholders using the Card Services.
- If Authorized User requests a customized reporting format, Authorized User shall provide Contractor/Third Party Processor with its desired reporting format sufficiently in advance of the requested report delivery date. Customized reporting formats require Contractor/Third Party Processor's prior written approval.

- Not to require, as a condition to making an Authorized User payment, that a Cardholder agree in any way to waive such Cardholder's rights to dispute the transaction with their banking institution for legitimate reasons.
- May, but shall not be required to, actively promote the Card Services to its Cardholders at Authorized User's own expense. These promotions may include publishing the relevant URL for Contractor/Third Party Processor's Website and relevant telephone number (as applicable) on all tax instruction booklets, tax preparer communications, taxpayer information publications, citations and notices, and all related marketing materials. Authorized User will obtain Contractor/Third Party Processor's consent prior to publishing any materials that reference the Card Services or Contractor/Third Party Processor.
- Shall be solely responsible, at their own expense, for acquiring, installing and maintaining all of its own equipment, software and data communication service, which is not a part of the Contractor/Third Party Processor System.
- Shall (i) collect and verify all identification information as required by law or government regulation, and (ii) make such identifying information available to Contractor/Third Party Processor if requested by a regulator, law enforcement officials, or judicial process.

## 1. INVOICING AND PAYMENT:

a. All Authorized Users are required to open a deposit account at an approved State financial institution that participates in the Automated Clearing House of the Federal Reserve System (ACH) to accept electronic payments via ACH under this MSA. For California State Authorized users this deposit account must be a Zero Balance Account (ZBA).

b. Each Authorized User must provide the Contractor with the name, bank deposit account and ABA (bank routing) numbers of the financial institution where such Authorized User's deposit account is established. Further, Authorized user must notify Contractor of any changes to its financial institution, account, or ACH information over the course of the agreement. Each Authorized User must also notify its financial institution that the Contractor has access to the designated deposit account to make payments. Contractor does not have authority to debit any amounts from the Authorized User's deposit account.

c. Contractor shall settle the total amount of charges less Chargebacks, credits and applicable adjustments and invoice Contractor's fees and Third Party Fees. Contractor shall not reduce any payment transaction for payment of fees and costs (as defined in Exhibit E - Fees and Costs). If Authorized User chooses to use a third party processor, Authorized User acknowledges that all fees will be settled to the third party processor. Further, Authorized User acknowledges and agrees that Contractor shall bill the third party processor for all fees due and owing by Authorized User hereunder. Notwithstanding the above, Authorized User shall be fully liable for any Contractor's fees and Third Party Fees, provided for in this Agreement.

d. Contractor shall initiate payment to each Authorized User's designated deposit account in accordance with the schedule noted in Exhibit A, Section 4.1.a. If the payment transmittal date falls on a day that Contractor's bank is not open for processing payments, Contractor will initiate payment as soon as the Contractor's bank is open.

e. Each Authorized User is responsible for paying for electronic payment acceptance services provided hereunder.

f. Each Authorized User shall provide billing information (mailing address, contact person, etc.) as part of its individual Subscription Agreement executed with Contractor.

g. Invoices shall be submitted in arrears to each Authorized User on Contractor's letterhead within 15 days of the end of each month and in accordance with the Prompt Payment Act. The invoice shall include:

- The Agreement Number of the Subscription Agreement between the Authorized User and the Contractor.
- The MSA number.
- Authorized User Name.
- Authorized User Merchant Number.

- Time period covered.
- Work completed for the period shall be identified (detailed statement of services rendered) as specified in the individual Authorized User's Subscription Agreement.
- Contact information for billing comments or inquiries such as a telephone number, fax number, and address.

h. Upon receipt of invoices and subsequent validation of such invoices by the Authorized User's designated representative(s), the Authorized User will pay the Contractor for fees and costs as specified in Exhibit E. State Authorized Users will promptly process the invoice and pay Contractor, or cause the State Controller to pay Contractor, for the amount due.

i. Each Local Authorized User will promptly process the invoice and pay by either: (i) Contractor debiting such Local Authorized User's designated debit (payment) account, with the Local Authorized User's prior approval, or (ii) initiating ACH payment to the Contractor's demand deposit account.

j. Contractor shall indicate Chargebacks and adjustments (including Credits) to Authorized Users in statements and reports as required pursuant to Section 4.b.5 of Exhibit A.

k. The State does not accept liability of Local Authorized Users (cities, counties, local governments, political subdivisions etc.).

## 2. BUDGET CONTINGENCY CLAUSE:

a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the Authorized User's Subscription Agreement does not appropriate sufficient funds for the program contemplated thereunder, the Authorized User's Subscription Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds to Contractor or to furnish any other consideration under the Agreement, provided, however, the Authorized User shall be responsible for any chargebacks, fees, fines or penalties by the Association resulting from any prior transactions.

b. Except as set forth in Section 2-a, for State Authorized Users, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of the Authorized User's programs, the Authorized Users shall have the option to either (i) cancel Authorized User's Agreement with no liability occurring to the State, excluding any chargebacks, fees, fines or penalties by the Association, by providing Contractor immediate written notice or (ii) offer an agreement amendment to Contractor to reflect the reduced amount.

c. In the event an Authorized User's Agreement is terminated pursuant to this Section 2, such Authorized User shall be responsible for payment of all amounts owed to Contractor up until the effective date of termination, provided, however, the Authorized User shall be responsible for all chargebacks, fees, fines or penalties by the Association after termination.

# FDMS TIERED PRICING METHODOLOGY

| | |
|---|---|
| June 1, 2010: | Pricing starts off in Tier 1. |
| | Total FDMS MSA contract transaction count will be reviewed on a monthly basis, and a running tally of total FDMS MSA contract transaction count will be kept. |
| | Pricing will be dropped to Tier 2 when the running tally exceeds 2.5M transactions. |
| January 1, 2011: | The total FDMS MSA contract transaction count for the period June 1, 2010 - December 31, 2010, will be determined. |
| | The total FDMS MSA contract transaction count for the period June 1, 2010 - December 31, 2010, will be divided by 7 and multiplied by 12 to determine the anticipated transaction volume for 2011. |
| | Pricing will be based on the anticipated transaction volume. |
| | Total FDMS MSA contract transaction count will be reviewed on a monthly basis, and a running tally of total FDMS MSA contract transaction count will be kept. |
| | Pricing will be dropped to the next lower tier when the running tally of total FDMS MSA contract transaction count exceeds the transaction minimum for the next lower pricing tier. |
| January 1, 2012: | The total FDMS MSA contract transaction count for the period January 1, 2011 - December 31, 2011, will be determined. |
| | Pricing will be set at the appropriate tier based on the total FDMS MSA contract transaction count for the period January 1, 2011 - December 31, 2011. |
| | Total FDMS MSA contract transaction count will be reviewed on a monthly basis, and a running tally of total FDMS MSA contract transaction count will be kept. |
| | Pricing will be dropped to the next lower tier when the running tally of total FDMS MSA contract transaction count exceeds the transaction minimum for the next lower pricing tier. |
| January 1, 2013: | The total FDMS MSA contract transaction count for the period January 1, 2012 - December 31, 2012, will be determined. |
| | Pricing will be set at the appropriate tier based on the total FDMS MSA contract transaction count for the period January 1, 2012 - December 31, 2012. |
| | Total FDMS MSA contract transaction count will be reviewed on a monthly basis, and a running tally of total FDMS MSA contract transaction count will be kept. |
| | Pricing will be dropped to the next lower tier when the running tally of total FDMS MSA contract transaction count exceeds the transaction minimum for the next lower pricing tier. |
| January 1, 2014: | The total FDMS MSA contract transaction count for the period January 1, 2013 - December 31, 2013, will be determined. |
| | Pricing will be set at the appropriate tier based on the total FDMS MSA contract transaction count for the period January 1, 2013 - December 31, 2013. |
| | Total FDMS MSA contract transaction count will be reviewed on a monthly basis, and a running tally of total FDMS MSA contract transaction count will be kept. |
| | Pricing will be dropped to the next lower tier when the running tally of total FDMS MSA contract transaction count exceeds the transaction minimum for the next lower pricing tier. |
| January 1, 2015: | The total FDMS MSA contract transaction count for the period January 1, 2014 - December 31, 2014, will be determined. |
| | Pricing will be set at the appropriate tier based on the total FDMS MSA contract transaction count for the period January 1, 2014 - December 31, 2014. |
| | Total FDMS MSA contract transaction count will be reviewed on a monthly basis, and a running tally of total FDMS MSA contract transaction count will be kept. |
| | Pricing will be dropped to the next lower tier when the running tally of total FDMS MSA contract transaction count exceeds the transaction minimum for the next lower pricing tier. |

## First Data

**Category 1: Credit & Debit Merchant Card Processing [1/]**

**Bank Card (VISA, MasterCard, AMEX & Discover ) & Debit Card (Signature and Pin-based) Fees**

| Services | Unit | Tier 1 # of Transactions Range: 0-2,500,000 | Tier 2 # of Transactions Range: 2,500,001-5,000,000 | Tier 3 # of Transactions Range: 5,000,001-7,500,000 | Tier 4 # of Transactions Range: 7,500,001-10,000,000 | Tier 5 # of Transactions Range: 10,000,001 + |
|---|---|---|---|---|---|---|
| Implementation Fee | Per Account | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Monthly Maintenance Fee | Per Account | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Standard Reports | Each | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Customized Development | Per Hour | $200.00 | $200.00 | $200.00 | $200.00 | $200.00 |
| Settlement Funds by Wire Transfer (See Exhibit G) | Per Wire Transfer | $10.00 | $10.00 | $10.00 | $10.00 | $10.00 |
| Chargeback Fee | Per Transaction | $8.00 | $8.00 | $8.00 | $8.00 | $8.00 |
| First Data Global Gateway [3/] | Per Transaction | $0.05 with a $25 monthly minimum | $0.05 with a $25 monthly minimum | $0.05 with a $25 monthly minimum | $0.05 with a $25 monthly minimum | $0.05 with a $25 monthly minimum |
| Processing Fee [1/ 2/] | Per Transaction | $0.045 | $0.040 | $0.035 | $0.030 | $0.025 |
| AMEX/Discover Authorization Processing Fee [2/] | (Pass Through Cost Per Transaction) | $0.045 | $0.045 | $0.045 | $0.045 | $0.045 |

[1/] Contractor pricing applies to all credit and debit card types (present or not present)

[2/] Processing Fee (per transaction in excess of the Card Association Interchange & Assessment Rates)

[3/] First Data Global Gateway (FDGG) offers Internet payment services giving merchants the ability to process transactions over a secure Internet connection via: Web browser-based solution, E-Commerce enabled web sites, or Custom commerce application.

FDGG Fee charged only when Authorized User elects to utilize FDGG for web-based credit/debit card processing (per transaction in excess of the processing fees)

Interchange Rate Links

MasterCard Interchange Rates: http://www.mastercard.com/us/merchant/support/interchange_rates.html

Visa interchange Rates: http://usa.visa.com/merchants/operations/interchange_rates.html

Debit Network Fee Chart effective June 1, 2010

# First Data

## Category 2: e-Check Services - Web And Tel E-Check Processing

| Services | Unit | Tier 1<br># of Transactions<br>Range: 0-1,000,000 | Tier 2<br># of Transactions<br>Range:1,000,001-2,000,000 | Tier 3<br># of Transactions<br>Range:2,000,001-3,000,000 | Tier 4<br># of Transactions<br>Range:3,000,001-4,000,000 | Tier 5<br># of Transactions<br>Range: 4,000,001+ |
|---|---|---|---|---|---|---|
| Implementation Fee A[1/] | Per Account | $500 | $500 | $500 | $500 | $500 |
| Implementation Fee B[2/] | Per Account | $500 | $500 | $500 | $500 | $500 |
| Implementation Fee C[3/] | Per Account | Customer front end will vary depending on requirements | Customer front end will vary depending on requirements | Customer front end will vary depending on requirements | Customer front end will vary depending on requirements | Customer front end will vary depending on requirements |
| Monthly Maintenance Fee | Per Account | $500 Monthly Minimum--only if transaction fees do not equal $500 | $500 Monthly Minimum--only if transaction fees do not equal $501 | $500 Monthly Minimum--only if transaction fees do not equal $502 | $500 Monthly Minimum--only if transaction fees do not equal $503 | $500 Monthly Minimum--only if transaction fees do not equal $504 |
| Processing Fee [4/] | Per Transaction | $0.25 | $0.21 | $0.18 | $0.15 | $0.15 |
| Additional Processing Fee when First Data Hosts Front End Web and/or IVR application | Per Transaction | $0.10 | $0.09 | $0.08 | $0.07 | $0.08 |
| Guarantee Service [5/] | Per Transaction | Internet 1.79% + $.15<br>Phone 1.99% +$.15<br>Face-to-Face 1.25% +$.15 | Internet 1.79% + $.15<br>Phone 1.99% +$.15<br>Face-to-Face 1.25% +$.15 | Internet 1.79% + $.15<br>Phone 1.99% +$.15<br>Face-to-Face 1.25% +$.15 | Internet 1.79% + $.15<br>Phone 1.99% +$.15<br>Face-to-Face 1.25% +$.15 | Internet 1.79% + $.15<br>Phone 1.99% +$.15<br>Face-to-Face 1.25% +$.15 |
| Re-presentment Fee | Per Transaction | $0.00 for two attempts | $0.00 for two attempts | $0.00 for two attempts | $0.00 for two attempts | $0.00 for two attempts |
| Return Item Fee | Per Transaction | $5.00 | $5.00 | $5.00 | $5.00 | $5.00 |

[1/] Implementation A Includes: Configuring Authorized User's application on the PayPoint Payment Gateway, creating a settlement file so Authorized Users can reconcile payments daily and training Authorized User on the administration web based application.

[2/] Implementation B Includes: All of the services included with Implementation A and First Data's consumer payment module implementation and training. The consumer payment module is a ready made solution that allows applications to be generated quickly using templates (not through application development) that provides Authorized Users the ability to build and maintain their own web site and IVR application hosted in the First Data's datacenter.

[3/] Implementation Includes: All of the services included with Implementation A and First Data's custom created web site and/or IVR application to match the Authorized User's applications. The applications will be built on a per hourly charge. The requirements or the application will need to be documented before an estimated implementation cost for development can be provided.

[4/] Processing Fee Includes:
- PayPoint Payment Gateway
- Authorization and settlement for eChecks
- Consolidated Posting file for all payment types
- Access to PayPoint Portal Administrative Site for real time research and reconciliation
- Full payment and user reporting capabilities
- Ability to represent ACH payments automatically three times
- Single API Interface for all payment types
- Ability to save customer specific data with the payment such as account number
- User enrollment capabilities
- Recurring and warehouse payment capabilities
- Supports Convenience Fee and Non-Convenience Fee Models

[5/] Guarantee Service includes all of the functionality in the Processing Fee, but First Data will guarantee the payment funds to the Authorized User. i.e. If a $200 payment is made and accepted then the Authorized User will receive $200 even if First Data cannot collect the funds.

Current Tier Pricing as of 5/1/2010
E-check Associated Fees
E-check Fees - when applicable

## First Data

**Category 3: Electronic Check Conversion/Remote Deposit**

| Services | Unit | Tier 1 # of Transactions Range: 1-2,499 | Tier #2 # of Transaction Range: 2,500-9,999 | Tier #3 # of Transaction Range: 10,000-99,999 | Tier #4 # of Transaction Range: 100,000-499,999 | Tier #5 # of Transaction Range: 500,000+ |
|---|---|---|---|---|---|---|
| Implementation Fee: [1/] | Per Account | $5,000 | $5,000 | $5,000 | $5,000 | $5,000 |
| Standard Reports | Each | Included | Included | Included | Included | Included |
| Customized Development | Per Hour | $200 | $200 | $200 | $200 | $200 |
| Monthly Maintenance Fee | Per Account | $275 | $275 | $275 | $275 | $275 |
| Check Conversion POP: [2/] | Per Transaction | $0.25 | $0.25 | $0.25 | $0.25 | $0.25 |
| Check Conversion Check 21 Image [3/] | Per Transaction | $0.20 | $0.18 | $0.17 | $0.11 | $0.07 |
| Returned Item Fee - Image | Per Transaction | $0 | $0 | $0 | $0 | $0 |
| Re-presentment Fee | Per Transaction | $0 | $0 | $0 | $0 | $0 |

[1/] Implementation Includes: Setting-up and configure the Authorized User's account on the Remote Deposit application and administrative site enabling the Authorized User to utilize the Remote Deposit functionality [3/]. Training the Authorized User on the product and the administration site and testing to ensure the application is working and the Authorized user can access the posting files for daily reconciliation.

[2/] Electronic Check Conversion Fee: Processing for each type of check electronically through your point-of-sale (POS) system handling any check type, providing electronic authorization and Settlement. Every check processed is verified against TeleCheck's vast check-writer database and advanced risk management technology.

[3/] Remote Deposit Capture (RDC) allows a user to scan checks and transmit the scanned images and/or ACH data for posting and clearing. The basic requirements for an RDC service currently include a PC, an Internet connection, a check scanner and a service provider. Checks received at a location are scanned to create a digital deposit. This digital deposit is then transmitted to the RDC financial institution, which then posts the deposit to an account and assigns availability of the funds.RDC allows a user to scan checks and transmit the scanned images and/or ACH data to an FI for posting and clearing. The
basic requirements for an RDC service currently include a PC, an Internet connection, a check scanner and a service provider. Checks received at a location are scanned to create a digital deposit. This digital deposit is then transmitted to the RDC financial institution, which then posts the deposit to an account and assigns availability of the funds.

Current Tier Pricing as of 5/1/2010
Check Conversion Associated Fees
Check Conversion Fees - when applicable

## First Data

### Category 4: General Payment Services

| Services | Unit | Tier 1<br># of Transactions<br>Range:<br>0-1,000,000 | Tier 2<br># of Transactions<br>Range:<br>1,000,001-2,000,000 | Tier 3<br># of Transactions<br>Range:<br>2,000,001-3,000,000 | Tier 4<br># of Transactions<br>Range:<br>3,000,001 + |
|---|---|---|---|---|---|
| Implementation Fee: [1/] | Per Account | $10,000 | $10,000 | $10,000 | $10,000 |
| Standard Reports: | Each | Free through the Online Administration Web Site | Free through the Online Administration Web Site | Free through the Online Administration Web Site | Free through the Online Administration Web Site |
| Customized Development: | Per Hour | $200 | $200 | $200 | $200 |
| Checking Account Maintenance: | Per Account | 0.25<br>or Free through the Online Administration Web Site | 0.20<br>or Free through the Online Administration Web Site | 0.15<br>or Free through the Online Administration Web Site | 0.10<br>or Free through the Online Administration Web Site |
| Federal Reserve Bank Wire Transfer Initiated/Received: | Per Transaction | $20 (May be lower) [2/] | $20 (May be lower) [2/] | $20 (May be lower) [2/] | $20 (May be lower) [2/] |
| ACH Debits Originated: | | | | | |
| *Automated:* | Per Transaction | Through FTP or FSTP:<br>$.15 | Through FTP or FSTP:<br>$.15 | Through FTP or FSTP:<br>$.15 | Through FTP or FSTP:<br>$.15 |
| *Manual:* | Per Transaction | Web: $.30<br>IVR: $0.70<br>Voice:$2.50 | Web: $.25<br>IVR: $.60<br>Voice:$2.50 | Web: $.20<br>IVR: $.50<br>Voice:$2.50 | Web: $.14<br>IVR: $.40<br>Voice:$2.50 |
| ACH Credits Originated: | Per Transaction | $.15 (May be lower) [2/] | $.15 (May be lower) [2/] | $.15 (May be lower) [2/] | $.15 (May be lower) [2/] |
| ACH Returned Items (NOCs): | Per Transaction | 0.10<br>or Free through the Online Administration Web Site | 0.10<br>or Free through the Online Administration Web Site | 0.10<br>or Free through the Online Administration Web Site | 0.10<br>or Free through the Online Administration Web Site |

[1/] Implementation Includes: First Data will create a website and an IVR application to accept tax and other payments that will be hosted in the First Data environment. If the system is using enrolled users First Data will enroll the users and send out welcome packets with instruction on how to use the system. First Data will provide a trained call center to answer taxpayers' questions and accept voice payments. Integration will be done with the Authorized Users to ensure they are able to receive the settlement detail files for reconciliation and access the administration application.

[2/] The price may be lower depending on the bank partnership utilized as part of this payment solution.

Current Tier Pricing as of 5/1/2010
Wire Fees
ACH Associated Fees
ACH Fees - when applicable

This Exhibit G - Agreement for Merchant Processing Services ("Exhibit G") is between You, First Data Merchant Services Corporation ("FDMS" or "Contractor"), and Citicorp Payment Services, Inc. ("Bank"). FDMS and Bank are collectively referred to as "Servicers". The terms of this Exhibit G are incorporated into the MSA and the parties hereto agree to be bound by such terms.

## 1. SCOPE OF THIS AGREEMENT; DEFINITIONS AND GENERAL PROVISIONS

**a. Scope:** Your acceptance of electronic payment in the United States is governed by this Agreement (defined below).

**b. Definitions:**

***Affiliate*** means any entity that controls, is controlled by, or is under common control of a party, including its subsidiaries.

***Agreement*** means the Std. 213 or equivalent form, including any exhibits and amendments.

***Associations*** mean for this agreement, Discover, Visa, and MasterCard organizations and Authorized Users designated debit networks.

***Association Rules*** means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by Associations designated in this Agreement.

***Authorization*** means the process by which the Authorized Users electronically accesses Servicers' computerized system, unless such system is inoperable or otherwise not accessible to the State, in which case the State shall utilize the designated toll-free telephone number, to obtain credit approval from the Card issuing bank before completion of the Card transaction.

***Authorized Users*** means (i) State of California government entities that participate in this MSA ("State Authorized Users"), and (ii) Local government entities that participate in this MSA ("Local Authorized Users"), and (iii) any participants under the WSCA States.

***Bank*** means Citicorp Payment Services, Inc.

***Bankruptcy Code*** means title 11 of the United States Code, as amended from time to time.

***Business Day*** means a day (other than Saturday or Sunday) on which SERVICERS are generally open for business.

***Card*** means a valid credit card or valid off-line credit card bearing the service mark of Discover, VISA or MasterCard and a valid card issued by any other Associations specified in the Agreement and pursuant to the obligations set forth in both Regulations Z and E of the Federal Reserve Bank.

***Cardholder*** means the individual whose name appears on the Card and any authorized user of such Card.

***Chargeback*** means the procedure by which the funds from a Sales Draft or other indicia of a Card transaction (or disputed portion thereof) are returned to the cardholder by the issuing bank.

Visa or MasterCard will debit the Servicers the chargeback amount to make the issuer whole. The Servicers in turn will recoup the chargeback amount from the Authorized User.

**Chargeback Percentage** means the ratio of overall Chargeback-to-settlement volume. Specifically, your Chargeback Percentage means the actual monthly percentage calculated by dividing your total monthly VISA and MasterCard Chargeback items in any line of business by the number of the State or your total monthly VISA and MasterCard transactions in such line of business

***Contractor*** means First Data Merchant Services Corporation, or its affiliates providing services hereunder.

***Contractor System*** means any hardware, software, system, or methods used by Contractor to perform the Services.

***Credit Voucher*** means the evidence of a refund or price adjustment by the State or Authorized User to a Cardholder's Card account in connection with a prior purchase by such Cardholder using a Card, regardless of whether the form of such evidence is in paper, electronic or otherwise.

***Establishments*** means all of your locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future.

***Establishment Number*** (sometimes called the "merchant" or "SE" number) is the unique number we assign to your Establishment; if you have more than one Establishment, we may assign to each a separate Establishment Number.

***Marks*** mean names, logos, service marks, trademarks, trade names, taglines, or other proprietary designations.

***Operating Procedures*** means the manual prepared by Servicers, containing operational procedures, instructions and other directives relating to Card transactions.

***Preauthorized Order*** means a Cardholder's written authorization to make one or more future charges to such Cardholder's MasterCard Card account.

***Recurring Sale*** means a Cardholder's written authorization to make one or more future charges to such Cardholder's Visa or other non-MasterCard Card account.

***Sales Draft*** means evidence of a purchase of goods or services by a Cardholder from the State using a Card, regardless of whether the form of such evidence is in paper, electronic or otherwise, all of which must conform to Association Rules.

***Settlement Account*** means an account at a financial institution designated by the State as the account to be credited by Servicers for Card transactions, and other amounts due hereunder.

***Servicers*** means collectively Contractor and Bank.

***Subscription Agreement*** means the Authorized User's Standard 213 form, all MSA exhibits, Authorized User's Scope of Work and Invoice contact information, and any amendments thereto.

***We, our,* and *us*** also means Servicers.

***You* and *your*** means each Authorized User individually, not collectively.
Other defined terms appear in italics in the body of this Agreement.

c. **For Your Use Only:** This Agreement covers only you. You must not obtain Authorizations, submit Charges or Credits, or receive payments on behalf of any other party.

d. The Bank, as a wholly-owned operating subsidiary of a member of Visa U.S.A., Inc. ("VISA") and MasterCard International Incorporated ("MasterCard") (VISA and MasterCard, collectively, the "Associations" or "Bankcard Associations"), is a licensee of the Bankcard Associations permitting it to acquire VISA and MasterCard transactions and has sponsored FDMS with the Bankcard Associations as a "Member Services Provider" (as defined in the Bankcard Association Rules). Accordingly, Contractor shall perform certain functions in connection with authorization, processing and settlement for You hereunder. As between themselves, the respective rights and obligations of Contractor and the Bank shall be governed by the agreements between them and/or their parent entities and Association Rules. You acknowledge that, notwithstanding anything contained in any or all of this Exhibit G including any amendments hereunder shall be limited to the sponsorship and settlement of certain Card transactions submitted in accordance with the terms and conditions of this Exhibit G, and Bank shall not have any obligation or liability of any nature in connection with any and all debit transactions or related services or any services of any kind provided by Contractor or its affiliates provided hereunder or pursuant hereto.

## 2. ACCEPTANCE OF CARDS

2.1 You will accept any Card properly tendered, without imposing any special conditions (such as requiring identification) not required or allowed by Association Rules. You will assess no special charge (a surcharge in connection with accepting a card for payment) or extract any special agreement, condition (including any minimum or maximum transaction amounts) or security from a Cardholder in connection with any Card transaction. You shall not post signs indicating that You will refuse to honor Card transactions below or above a specified transaction (i.e., $5 minimum to use payment card) ) You may offer a discount for using cash if clearly disclosed as a discount from the price available for all other means of payment. You shall not engage in acceptance practices or procedures that discriminate against, discourage or favor the offered use of any particular Card accepted by You. You will not require Cardholders to provide personal information such as a home or business telephone number, a home or business address, or any form of identification (such as a driver's license) as a condition for honoring and accepting a Card, unless specifically required by this Exhibit G or the applicable Association. You shall not accept Cards at terminals that dispense scrip in violation of the Association Rules.

2.2 You must check each Card accepted for validity in accordance with the terms of this Exhibit G, the Operating Procedures and the applicable Association Rules. You must not submit any sale that was not created between You and the Cardholder for settlement and under no circumstances may You submit any sale that has been previously charged back by the Cardholder and returned to You.

2.3 You will check each Card used during a transaction for validity in accordance with the terms of this Exhibit G, the Operating Procedures and the applicable Association Rules. You will not honor a Card that appears to be invalid or expired.

2.4 All Sales Drafts and Credit Vouchers must include (i) either a manual imprint or an electronic printing of the Card obtained by passing the magnetic stripe on the Card through a point-of-sale terminal, of Cardholder information contained on the Card or magnetic stripe; (ii) the signature of the authorized user as it appears on the Card; (iii) the date of the transaction; (iv) a description of the merchandise sold or rented or the services rendered; and (v) the total cash price of the Card transaction (including taxes).

2.5 Except for transactions completed by using magnetic stripe reading point-of-sale terminals that print Card transaction records or originated at limited amount terminals that are capable of reading magnetic stripes and limit each Card transaction to twenty-five ($25), You are deemed to warrant the true identity of any Cardholder unless You imprint the Card on the Sales Draft, as described in subsection 2.4, above.

2.6 Unless a Card transaction is governed by Section 5, Section 8 or otherwise specifically authorized by Servicers in writing, You may only complete a Card transaction when (i) the Card is present and (X) the data stored on the magnetic stripe is electronically read and printed by a magnetic stripe reader or (Y) the Card is manually imprinted, (ii) the Card is signed and the signature on the Sales Draft appears to be the same as the signature on the Card, (iii) the Cardholder resembles the person pictured (if any) on the Card, and (iv) all, or the appropriate portion, of the embossed account number on the Card matches with the corresponding digits printed on the Card and with the account number displayed and/or printed by a point-of-sale device reading the magnetic strip on the Card. (If a previously unsigned Card is signed at the time of a Card transaction, You will review (and identify on the Sales Draft) a current, official government identification document (such as a driver's license or passport) bearing the Cardholder's signature.) You will deliver at least one copy of the Sales Draft or agreement or Credit Voucher to the Cardholder.

## 3. OPERATING PROCEDURES; ASSOCIATION RULES

You acknowledge that you have received the Operating Procedures, the terms of which are incorporated into this Exhibit G. You agree to follow the procedures in the Operating Procedures in connection with each Card transaction and to comply with all applicable Association Rules. From time to time, Servicers may change the Operating Procedures, in whole or in part, by providing You with at least (30) days' prior written notice of the change. However, in the event of changes in the Association Rules or due to security reasons, certain changes in Card procedures may become effective on shorter notice. If Servicers change their operating rules during the term of the Agreement, and such changes are not mandated by the Association or governing body of rules or guidelines, the proposed change will be subject to review and approval by the State and Authorized User. If there is any conflict between the terms of this Exhibit G and the Operating Procedures, the terms of this Exhibit G will govern, unless the conflict is directly related to a change in the Operating Procedures which specifically addresses a procedure or requirement detailed in this Exhibit G. If You lose or otherwise misplace the Operating Procedures or notices of changes thereto, You shall be responsible for contacting Servicers to obtain replacement copies.

## 4. AUTHORIZATION

4.1 You shall be responsible for obtaining Authorization in advance for each Card transaction. The Authorization number provided by Servicers shall be noted by You in the appropriate place on the Sales Draft. If Authorization is declined, You shall not complete the Card transaction.

4.2 You shall comply with any special authorization procedures contained in any other sections of this Exhibit G, the Operating Procedures, the MSA and the Association Rules.

4.3 You acknowledge 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.

4.4 You may, as permitted in this Exhibit G obtain a voice authorization or manually enter the transaction, in the event that the POS Terminal is not operating properly. Servicers will provide You with an approval number for voice authorized transactions and You shall record such approval number on the Sales Draft.

4.5 Servicers shall have no obligation to process any transactions initiated with a Card type not selected by You on the Authorized User Participation Set-up Form and Servicers shall be entitled to decline such transactions without first attempting to obtain an authorization. In the event any such transaction is inadvertently not declined by Servicers and is authorized by a card-issuing organization, Credit Card Association, or Network, You shall be fully liable for each transaction, as if the Card type initiating in such transaction was selected by You.

## 5. TELEPHONE AND MAIL ORDERS

5.1 If You are authorized to accept telephone or mail orders, Authorization for each such Card transaction, regardless of the face amount, must be obtained and You must write "TO" (indicating telephone order), or "MO" (indicating mail order) as applicable, on the Sales Draft in lieu of the Cardholder's signature. You assume all responsibility for identification of the Cardholder and the validity of the Card information for telephone and mail orders. For telephone and mail order Card transactions where merchandise is to be shipped or delivered to or for the Cardholder, the shipping date shall not be more than five calendar days after the Authorization is obtained, and any shipping costs not included in the Authorization amount must not exceed fifteen percent (15%) of the amount authorized.

5.2 An installment payment option may be offered for telephone or mail order merchandise if all terms are clearly disclosed, each installment is authorized, the first installment is not submitted for settlement until the merchandise is shipped, and subsequent installments are submitted no more frequently than monthly.

5.3 Under no circumstances may You require that a Cardholder complete a postcard or other document which displays the Cardholder's account data in plain view when mailed.

## 6. MULTIPLE SALES DRAFTS AND PARTIAL CONSIDERATION

6.1 Except as shall be specifically set forth in the Operating Procedures or the Association Rules, You 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 You shall comply with all special procedures and conditions applicable under the Operating Procedures and the Association 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. You shall not use more than one Sales Draft to represent a single Card transaction to avoid the need for Authorization.

## 7. PREAUTHORIZED ORDERS AND RECURRING SALES.

7.1 A Preauthorized Order or Recurring Sale 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 the associated preauthorized payment schedule between the Cardholder and You).

7.2 If You are authorized to accept Preauthorized Orders or Recurring Sales, Authorization for each such Card transaction, regardless of the amount, must be obtained and You must write "Recurring Transaction" (for Visa and other non-MasterCard Card transactions) or "PO" (for MasterCard Card transactions) as applicable, on the Sales Draft 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 installment payments, all made in compliance with this Exhibit G and the Operating Procedures and Association Rules, a Preauthorized Order or Recurring Sale may not include partial payments made to You 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 Preauthorized Order or Recurring Sale.

7.4 You may not accept a Preauthorized Order or Recurring Sale from a Cardholder for the purchase of goods or services which are delivered or performed periodically unless the Cardholder completes and delivers to You 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 You accept any Preauthorized Orders or Recurring Sales for variable amounts, You must do so pursuant to associated preauthorized payment schedule between the Cardholder and You.

7.5 The Cardholder's written request (including any written renewal request) must be (i) retained for the duration of the preauthorized or recurring charges; (ii) provided in response to a Card issuing bank's request for original documentation; and (iii) used no longer after receiving notice of cancellation.

## 8. INTERNET PROCESSING

You must obtain approval from Servicers to accept and process Internet transactions through Servicers. You also acknowledge that you must inform Servicers of its use of any processing software, third party Internet payment gateway, shopping cart, Web Site host, or other service provider (collectively "Internet Service Providers"), that any Internet payment gateway must be approved by Servicers and that You are prohibited from transmitting any cardholder transaction data to any Internet Service Providers (or any third party) without the approval of Servicers. If authorized to accept payment by Internet, the Sales Draft shall be completed without the Cardholder's signature or an Imprint but shall include the Cardholder's name, billing address, Card number, expiration date, of the Card, a description of the merchandise or service and the date and amount of all charges. All Internet transactions will be settled by Servicers into a depository institution in the United States. You shall process Internet transactions only (a) if the Internet transactions have been encrypted by Servicers or by an Internet Service Provider acceptable to Servicers and (b) Cardholder data is protected by You as required by the then

current Association Rules, PCI data security requirements, or any other applicable regulations. Encryption is not guarantee of payment to You. You acknowledge that Internet transactions may be authorized and settled through separate BIN/ICA numbers and interchanges and that Servicers may be unable to combine deposits of Internet transactions and non Internet credit and debit Card transactions. Because the transactions processed via the Internet are higher risk, You may be charged higher Association fee which are set forth in the MSA. Internet transactions are subjected to a higher incidence of chargebacks and, as with non-Internet transactions, receiving an authorization and following procedures will not relieve You of liability associated with chargebacks and/or the fraudulent use of customer data obtained off of Your Web Sites. All communications costs related to Internet transactions are Your responsibility. Servicers will not manage the Internet telecommunication link which is also Your responsibility. Obtaining any license or sub-license of software required to permit You to process Internet transactions shall be Your responsibility, and if obtained from Servicer's, subject to a separate agreement. Servicers do not guarantee that obtaining required approvals from Servicers or implementing suggested security measures will cause Your Internet transactions to be secure or impregnable, and Servicers will not be responsible in the event of the infiltration of Your or any Internet Service Provider's security systems. You further acknowledge and agree that Servicers are not responsible for the security of the Cardholder data or information stored on Your or any Internet Service Provider's computers, systems or Web Site(s) and that You will be solely responsible for any liability, fines, or penalties arising from its use, storage, or dissemination of cardholder data.

## 9. CARDHOLDER REFUNDS AND CREDITS

9.1 If a Cardholder returns goods or cancels services purchased from You with a Card, or You allow 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 airline or other tariff or by law), You will not return cash to the Cardholder but will instead prepare a Credit Voucher and process each such refund or adjustment, as specified in the Operating Procedures and Association Rules. You will give the Cardholder a copy of the completed Credit Voucher.

9.2 If You establish a policy limiting refunds or acceptance of returned merchandise (*e.g.*, no refund, exchange only, in-store credit only, or special conditions), You must follow the procedures regarding refunds and returned merchandise as set forth in the Association Rules including, without limitation, the proper disclosure of such policy on all copies of each Sales Draft in letters at least 1/4" high in close proximity to the space provided for the Cardholder's signature.

9.3 You will not accept money from a Cardholder for the purpose of preparing and depositing a Credit Voucher that will affect a deposit to the Cardholder's account. You must not process a Credit Voucher without having completed a previous Card transaction with the same Cardholder (or with a Cardholder who purchased a gift returned by the recipient). Under no circumstances may You require a Cardholder to waive the Cardholder's right to dispute a Card transaction with the Card issuing bank.

## 10. PRESENTMENT OF CARD TRANSACTIONS

10.1 You shall electronically or physically deliver to Servicers Sales Drafts for all Card transactions to be processed and settled hereunder. The deadlines for submitting Sales Drafts are: (i) for VISA and MasterCard Card transactions, the special time frames specified in the MSA for Your Card transactions to qualify for the special pricing provided under applicable VISA and MasterCard incentive programs; (ii) for Card transactions involving Cards other than VISA or MasterCard, the time frames established by Your agreement with the applicable Association or by the applicable Association Rules; (iii) the applicable time of day specified in the MSA and (iv) in no event later than the fifth calendar day or third banking day (whichever is earlier) after completing Card transactions (unless You are entitled to any special extension of these deadlines). You acknowledge that the times specified in clause (iv) of the previous sentence are the maximum deadlines and that faster time frames are required to qualify for incentive programs.

10.2 You will not submit any Sales Draft that was not created in conjunction with a Card transaction between You and the applicable Cardholder. Under no circumstances will You submit any Sales Draft that has been previously charged back by the Cardholder and subsequently returned to You.

## 11. SETTLEMENT OF CARD TRANSACTIONS

11.1 Servicers will only be required to settle Your Card transactions for Cards as specified herein. Promptly after presentment of Sales Drafts pursuant to Section 10, above, as applicable, Servicers will initiate a transfer via Automated Clearing House Credit of the applicable settlement funds to You. When Servicers receive payment of settlement funds through automated clearing house credit, Servicers will initiate a transfer of such applicable settlement funds through ACH to Your Settlement Account. Settlement by automated clearing house credit will take place according to the schedule indicated in Exhibit A, Section 4.1a.

11.2 All settlements to You for VISA and MasterCard Card transactions will be based upon gross sales, less credits/refunds, adjustments, Chargebacks, amounts payable to third parties pursuant to instructions from You in accordance with Association Rules.

11.3 All credits to Your Settlement Account or other payments to You are provisional and are subject to Servicers' final audit, and Chargebacks. You agree that Servicers may credit Your Settlement Account for any overages, pending Chargebacks, or may offset chargeback amounts from settlement funds due to You. Alternatively, Servicer will invoice You for any deficiency, fine, or fee amounts, net due 30 days after the invoice date or on such earlier date as may be specified.

11.4 Servicers will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties including but not limited to any Association or Your financial institution. In addition to any other remedies available to Servicers under this Exhibit G, You agree that should any of the events set forth in Paragraph 16.1 occur, Servicers may, upon at least 24 hours' advance written notice, change processing or payment terms to suspend credits or other payments of any and all funds, money and amounts now due or hereafter to become due to You from Servicers pursuant to the terms of this Exhibit G, until Servicers have had reasonable opportunity to investigate and discuss such event with You. In cases of fraud or similar cause, no prior notice shall be required, but Servicers shall notify You in writing within three business days after effectuating a suspension of credits or other

payments, which notice shall state Servicers' reason for the belief that such fraud or similar cause exists.

## 12. FEES; ADJUSTMENTS; COLLECTION OF AMOUNTS DUE

12.1 Servicers shall charge You a fee for the Services, which shall be calculated and payable pursuant to Exhibit E. The discount fees shown on Exhibit E shall be calculated based on the gross amount of only VISA and MasterCard transactions submitted to Servicers. If Your Card transactions fail to qualify for the reduced interchange fees, Servicers shall process such Card transactions at the applicable interchange fees as set by the applicable Association. If a transaction fails to qualify for Your anticipated interchange levels, then the Association will downgrade the transaction and process it at a more costly interchange level for which it does qualify. In that event, You shall be charged a Non-Qualified Interchange Fee, which is the difference between the interchange fee associated with the anticipated interchange level and the interchange fee associated with the interchange level at which the transaction actually was processed ("Non-Qualified Interchange Fee").

12.2 The fees for Services set forth in Exhibit E, are based upon assumptions associated with the anticipated annual volume, average transaction size and Your method of doing business. If the actual volume size is not as expected or if You significantly alter Your method of doing business, Servicers may adjust, without prior notice, Your discount fee and transaction fees according to Exhibit E pricing tiers and applicable Association regulations and fee schedule, respectively.

12.3 The fees for Services set forth in Exhibit E may be adjusted to reflect increases or decreases by Associations in interchange, assessment or other Association fees or to pass through increases charged by third parties for on-line communications and similar items. All such adjustments shall be Your responsibility to pay and shall become effective upon the date any such change is implemented by the applicable Association or other third party. You shall at all times be responsible for, payment of all fees and charges (including increases additions, or modification made thereto), without limitation, of any Credit Card Association, Network, card-issuing organization, telecommunications provider, federal, state, or local governmental authority (each a "Third Party") including, without limitation any switch fee, issuer, reimbursement fee, adjustment fee, interchange fee, assessment fee or access fee, (collectively, "Third Party Fees").

12.4 If You receive settlement funds by wire transfer, Servicers may charge wire transfer fees of ten dollars ($10) per wire, notwithstanding any lesser amount shown on Exhibit E, during any month in which the average daily settlement funds wire transferred to You are less than ten thousand dollars ($10,000).

12.5 In addition to the regular Chargeback fees, as set forth on Exhibit E, You agree to pay Servicers any fines, fees, or penalties imposed on Servicers by any Association, resulting from Chargebacks and any other fines, fees or penalties imposed by an Association with respect to acts or omissions of You.

## 13. CHARGEBACKS

13.1 You shall be responsible for all Chargeback amounts relating to Card transactions settled by Servicers where:

(i) merchandise is returned and a proper credit for Cardholder is not received by Servicers for processing;

(ii) the Sales Draft is, or is alleged to have been, executed, accepted, endorsed, completed or assigned improperly without authority or not in accordance with the Authorization requirements or provisions of this Exhibit G;
(iii) regardless of any Authorization obtained (including without limitation, telephone and mail order transactions), You completed a transaction when the Cardholder did not sign the Sales Draft;
(iv) the signature on the draft was unauthorized as compared to the signature appearing on the Card, the signature panel on the Card was blank, or a limited purpose business purchasing card was accepted without appropriate authorization of the nature of the goods or services purchased (in addition to Authorization of the transaction amount);
(v) the Sales Draft is incorrectly completed, incomplete or illegible;
(vi) the Cardholder disputes the sale, quality or delivery (or availability for pre-arranged pick-up) of merchandise or the performance or quality of service covered by the Sales Draft or agreement accepted by such Cardholder;
(vii) the circumstances in which the Sales Draft was created or submitted by, or credit was received by, You constituted or otherwise involved a breach of any term, condition, representation, warranty or duty of You hereunder;
(viii) multiple Sales Drafts were executed to avoid the need to obtain authorization necessary to complete the transaction;
(ix) the extension of credit for merchandise sold or rented or services performed was in violation of law or the rules or regulations of any governmental agency, whether federal, state, local or otherwise;
(x) a legible copy of the Sales Draft or Credit Voucher cannot be produced by You within ten days of Servicers' request (except to the extent Servicers are responsible pursuant to Paragraph 26.1);
(xi) the Cardholder asserts any claim or defense which the Cardholder has as a consumer of goods or services;
(xii) the Cardholder disputes the validity of a telephone or mail order Card transaction;
(xiii) the Card transaction is otherwise subject to Chargeback by the Card issuing bank or Cardholder in accordance with the Association Rules or applicable law; or
(xiv) the Card transaction is subject to Chargeback in accordance with the procedures set forth in the Operating Procedures.

14. **CASH PAYMENTS BY AND CASH DISBURSEMENT TO CARDHOLDERS.**
You shall not accept any direct payments from Cardholders for charges of merchandise or services which have been included on a Sales Draft, it being the right of the Card issuing bank to receive such payments. Taxes on Card transactions must be included in the amount charged and may not be collected by You in cash. You shall not make any cash disbursements to a Cardholder as part of a Card transaction except to the extent expressly authorized by Exhibit G, the Operating Procedures or the Association Rules.

**15. CONFIDENTIALITY**
15.1 Unless You obtain consents from each applicable Association, Servicers, Card issuing bank and Cardholder, You shall not use, disclose, sell or disseminate any Cardholder information solely obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any chargebacks, retrieval requests or similar

issues involving Card transactions, other than pursuant to a court or governmental agency request, subpoena or order. You shall use proper controls for and shall limit access to, and shall render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. You must not retain or store magnetic stripe data after a transaction has been authorized. If You store any electronically captured signature of a Cardholder obtained solely in connection with a Card transaction, You shall not reproduce such signature except upon specific request of Servicers.

15.2 You acknowledge that You obtain no ownership rights in any information relating to and derived solely from Card transactions including Cardholder account numbers and personal information.

16. **YOUR EVENTS OF DEFAULT.**

16.1 If any of the following events shall occur (each an "Event of Default"):

(i) any assignment or transfer of voting control of You or Your parent; or

(ii) a sale of all or a substantial portion of Your assets; or

(iii) irregular Card sales by You, excessive Chargebacks or any other circumstances which, in Servicers' sole discretion, may increase Servicers' exposure for Your chargebacks or otherwise presents a financial or security risk to Servicers; or

(iv) any representation or warranty of You in this Exhibit G is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made; or

(v) You shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Exhibit G; or

(vi) You shall default in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any affiliate of Servicers, including, but not limited to, any agreement governing check guarantee or check verification services; or

(vii) You 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, 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

(viii) a case or other proceeding shall be commenced against You, 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 You, or of all or any substantial part of the assets, domestic or foreign, of You, 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 You (including, but not limited to, an order for relief under the Bankruptcy Code) shall be entered; or

(ix) failure to comply with Exhibit D, Section 12.1 (Financial Obligations)

then, upon the occurrence of (1) an Event of Default specified in subparagraphs (iii), (v), (viii) or (ix) above, Servicers may suspend this Exhibit G immediately without notice and/or terminate immediately upon written notice to Authorized User, 2) in the event you commit any other Event of Default (other than as specified in the above specified subparagraphs), without waiving its other rights and remedies, we have the right to send you a notice specifying the default and providing you an opportunity to cure the breach within a period of time no less than thirty (30) days (*Cure Period*). If the breach is not cured within the Cure Period, then we have the right to terminate this Agreement by notice to you, with termination to be effective not less than thirty (30) days following the end of the Cure Period.

If this Agreement terminates and any amounts remain unpaid, without waiving our other rights and remedies, then you and your successors and permitted assigns will remain liable for such amounts and will pay us within thirty days of request. You must also return our materials and equipment immediately, and submit to us any Charges and Credits incurred prior to termination.

16.2 This Exhibit G also may be suspended by Servicers without notice and/or Exhibit G may be terminated immediately upon notice to Authorized User, 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 Association Rules. Servicers' termination of this Exhibit G pursuant to this Section 16.2 shall not be deemed a breach of contract by Servicers.

16.3 If this Exhibit G is terminated for cause, You acknowledge that Servicers may be required to report Your business name and the names and other identification of its principals to the Combined Terminated Merchant File maintained by VISA and MasterCard. You expressly agree and consent to such reporting in the event You are terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by VISA or MasterCard. Furthermore, You agree to waive and hold Servicers harmless from and against, any and all claims which You may have as a result of such reporting.

16.4 The provisions governing processing and settlement of Card transactions, all related adjustments, fees and other amounts due from You and the resolution of any related chargebacks, disputes or other issues involving Card transactions will continue to apply even after termination of this Exhibit G until all Card transactions made prior to such termination are settled or resolved. In addition, the provisions of Sections 12, 13, 14, 15, 16.2, 16.4, 17, 19, 20, 21.1 and 21.4 of this Exhibit G, shall survive any termination. Upon termination of this Exhibit G, You agree to immediately send Servicers all the transaction data relating to Card transactions made up to the date of termination.

16.5 After termination of this Exhibit G for any reason whatsoever, You shall continue to bear total responsibility for all Chargebacks, fees, credits and adjustments resulting from Card transactions processed pursuant to this Exhibit G and all other amounts then due or which thereafter may become due to Servicers under this Exhibit G or which may be due to Servicers before or after such termination to either Servicers or any of Servicers' affiliates for any related equipment or related services.

17. **DATA SECURITY**

Per the terms of this Exhibit G, You are required to follow the Operating Procedures and comply with Association Rules as they may each be amended from time to time as referenced in Section 3. The Association may impose different compliance requirements on different types and levels of customers. You understand that You must be in compliance with data security regulations for Your type or level of customer as defined by the Associations security procedures as well as comply with general security procedures. Servicers will endeavor to provide You with amended operating procedures outlining the various Association requirements with regard to Data Security, and other matters, pursuant to the terms of Exhibit G, however, You understand and acknowledge that it is solely the responsibility of You to maintain compliance with all Association PCI Data Security procedures and regulations, and to pay any and all fines levied by the applicable Association for Your non-compliance, whether or not Servicers provide to You the amended operating procedures. You also understand and acknowledge that You are solely responsible for the compliance of any and all third parties (including but not limited to Internet Service Providers) that are given access by You, to Your cardholder data, and for any third party POS VAR software that You may use. You further acknowledge that it is Your responsibility to inform Servicers of any of Your third party providers that are given access by You to Your cardholder data. You also acknowledge that it is Your duty to notify Servicers of any data security compromise and to cooperate and assist Servicers in any subsequent investigation.

Servicers may in their sole discretion, suspend or terminate card processing services under this Exhibit G for any data security compromise.

**18. CONTRACT MANAGEMENT**

As of the Effective Date of this Agreement, the Contract Manager for the State of California shall be as follows:

Mary Anne DeKoning
Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605
MaryAnne.Dekoning@dgs.ca.gov
916-375-4365
916-375-4663

As of the Effective Date of this Agreement, the Contract Manager for Contractor shall be as follows:

Lynne Bever
Director, Relationship Management
First Data
1633 NW 106th Lane
Coral Springs, FL 33071
954-845-4129
lynne.bever@firstdata.com

Should the Contract Manager for either party change, the party will provide written notice with the updated information as soon as reasonably possible after the change.

**19. ASSIGNMENT**

Any transfer or assignment of this Exhibit G by You without Servicers' prior written consent, by operation of law or otherwise, is voidable at either Servicers' sole discretion. In the event of such transfer or assignment, the party to whom this Exhibit G was transferred or assigned shall be bound to the terms and conditions of this Exhibit G to the same extent as if Servicers and such assignee or transferee, as the case may be, entered into an agreement identical to this Exhibit G on the effective date of such transfer or assignment.

Upon notice to You, another VISA and MasterCard member may be substituted for Bank under whose sponsorship this Exhibit G is performed. Upon substitution, such other VISA and MasterCard member shall be responsible for all obligations required of Bank, including without limitation, as may be expressly required by applicable Association Rules. Subject to Association Rules, Servicers may assign or transfer this Exhibit G and their rights and obligations hereunder and may delegate their duties hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, with notice but without consent of You.

Except as provided in the following sentence, this Exhibit G shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Exhibit G.

**20. RETENTION OF RECORDS**

You must retain legible copies of Sales Drafts and Credit Vouchers for a period of at least eighteen (18) months from the date of such transaction. You must submit to Services a legible copy of a Sales Draft or Credit Voucher within 10 days of a request by Servicers, or longer period of time as may be allowed by the Association.

**21. Miscellaneous.**

21.1 The notice address for FDMS shall be: 1307 Walt Whitman Road, Melville, New York 11747, Facsimile (631) 683-7516, Attention: Executive Vice President Operations, with a copy to

Attention: General Counsel's Office at 3975 NW 120th Avenue, Coral Springs, Florida 33065, Facsimile: (954)845-5550, and if to CPSI at Four Parkway North, 4th Floor, Deerfield IL, 60015, Attention: President, with a copy to General Counsel, 1 Court Square, Long Island City, NY 11120.

21.2 The parties acknowledge that the VISA and MasterCard Association Rules give VISA and MasterCard certain rights to require termination or modification of this Exhibit G with respect to transactions involving VISA and MasterCard Cards and the VISA and MasterCard Card system and to investigate Authorized User. The parties also acknowledge that issuers of other Cards, for which Servicers perform services on behalf of Authorized User, may have similar rights under their applicable Association Rules with respect to this Exhibit G's applicability to transactions involving such other Cards.

21.3 Authorized User acknowledges and agrees that any of information obtained by Servicers may be shared with Servicers' affiliates, who have a need-to-know, in connection with the provision of other services provided to you by Servicers provided in connection with this MSA, as long as the affiliates are under obligation to treat such information with the same degree of care as required of Servicers.

**22. Visa and MasterCard Disclosure**

Member Bank Information: Citicorp Payment Services, Inc.

The Bank's mailing address is Four Parkway North, 4th Floor, Deerfield IL, 60015 and its phone number is 847-597-3000.

Important Member Bank Responsibilities

(a) The Bank is the only entity approved to extend acceptance of VISA and MasterCard products directly to a Merchant

(b) The Bank must be a principal (signer) to this Exhibit G.

(c) The Bank is responsible for educating Merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by FDMS.

(d) The Bank is responsible for and must provide settlement funds to the Merchant in accordance with the terms of this Exhibit G.

(e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Merchant Responsibilities

(a) Ensure compliance with Cardholder data security and storage requirements.

(b) Maintain fraud and chargebacks below Association thresholds.

(c) Review and understand the terms of this Exhibit G.

(d) Comply with Bankcard Association rules.

## Attachment I to Exhibit G
## OTHER CARD SERVICES

This Attachment Ito Exhibit G sets forth the terms applicable to FDMS provision of the specified services for the American Express and Discover ("Novus") Card transactions. These Card issuing entities are collectively referred to as "Issuer" unless otherwise specified in this Attachment I.

1. GENERAL PRICING INFORMATION:
Billable transactions include: purchases, returns, declines, reversals, authorizations & terminal balancing totals.

(1) The credit card transaction fee includes authorization and data capture. Settlement and payment for such card types will be provided by the applicable third party provider (American Express/Discover) pursuant to the agreement between You and such third party provider.

(2) All other third party fees and all fees due and payable to Servicers and/or any applicable third party will be collected by Servicers as set forth in Exhibit G.

2. GENERAL:
You understand and acknowledge that FDMS' sole responsibility with respect to Issuer Card transactions shall be to provide the services specified in this Attachment.

In the event You have a separate Issuer Agreement with a 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. You 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 You do not have in effect a valid Issuer Agreement with such Issuer. You agree to notify FDMS immediately upon the termination of any Issuer Agreement to which it is a party. Upon such termination, FDMS shall have no further obligations hereunder to provide any services to You with respect to any transactions involving such Issuer Cards.

In the event You do 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 Exhibit G and this Attachment.

3. ISSUER CONSENTS:
You shall be responsible for obtaining any operational consents required of Issuer to comply with procedures or practices contemplated by both You and FDMS under Exhibit G.

4. AUTHORIZATION SERVICES ONLY:
In the event FDMS is providing authorization services only for Issuer Card transactions as specified herein, You shall seek such authorization through FDMS. In the event that FDMS is not providing processing services for Issuer Card transactions as specified in this Attachment, You shall be responsible for processing and submitting directly to the applicable Issuer for settlement of such Card transactions.

5. PROCESSING AND SUBMISSION TO ISSUERS:
In the event FDMS is providing processing services for Issuer Card transactions as specified herein, You shall submit to FDMS for processing all of Your Issuer Card transactions and FDMS shall process such transactions and transmit them electronically to the applicable Issuer with a summary of such Card transactions

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

## Attachment II to Exhibit G
## FIRST DATA MERCHANT SERVICES CORPORATION
## DEBIT TRANSACTION ADDENDUM

This Attachment II supplements Exhibit G and sets forth the additional terms applicable to FDMS provision of the specific services for debit transactions. You understand and agree that First Data Merchant Services Corporation ("FDMS") is the service provider for processing Your debit card transactions ('Debit Services"), pursuant to the terms herein. FDMS will designate a bank that is a member of the debit network ("Debit Network Bank").

1. Until and unless otherwise authorized by FDMS, You agree to utilize FDMS compatible terminals/PIN pads or systems capable of processing all on-line debit card transactions, and to place them at its merchant locations. As between FDMS and You, all software residing on these terminals or systems is the sole property of FDMS. Any software residing in Your-owned terminals or systems must be FDMS compatible. Your placement of the terminals or system at its merchant locations shall constitute acceptance of all terms and conditions set forth in this Addendum. You understand and agree that neither FDMS nor BANK bear any responsibility whatsoever for Your-owned inoperative terminals or systems (or software if applicable). In the case of an inoperative terminal or system You shall consult Your warranty, or terminal maintenance addendum, as applicable.

   You agree to submit all debit card transactions and to abide by all applicable rules and regulations of the applicable Pin Debit card network(s) selected by You on the Authorized user Participation Set Up Form. You understand and agree that neither FDMS nor Debit Network Bank has any responsibility or liability for any debit card transactions. You agree to hold FDMS and Debit Network Bank harmless from any and all claims, actions, proceedings and other liability which may arise pertaining to such debit transactions. In no event shall FDMS or Debit Network Bank be liable for special or, consequential damages, including lost profits and business opportunities.

2. You understand that You are granted a non-exclusive, non-transferable, limited sublicense to use the service mark(s) of those POS networks that You participate in accordance with the rules of the applicable debit networks (each a "Protected Mark"). You shall have no right or authority to transfer, assign or license any rights in or to the use of any Protected Mark. You will not at any time do or cause to be done any act or deed in any way impairing or intended to impair a POS network's exclusive right, title and interest in and to its Protected Mark. You shall permit FDMS or Debit Network Bank at all reasonable times, to inspect Your use of the Protected Mark, and shall, upon request, provide samples of Your use of the Protected Mark in advertising or otherwise for review.

3. You understand and agree that the Debit Services are being provided by FDMS and not Debit Network Bank, and therefore Debit Network Bank shall have no liability whatsoever regarding the Services provided by FDMS.

4. Upon notice to You, another debit network member may be substituted for Debit Network Bank under whose sponsorship this Agreement is performed. Upon substitution, such other debit network member shall be responsible for all obligations required of Debit Network Bank, including without limitation, as may be expressly required by applicable debit network rules. Subject to debit network rules, FDMS and Debit Network Bank may assign or transfer this Agreement and their rights and obligations hereunder and may delegate their duties hereunder, in whole or in part, to any third party, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, with notice to You.

   Except as provided in the following sentence, this Agreement shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Agreement.

5. You further understand that any claims You may have regarding the Debit Services may not be offset against non PIN Debit sales.

6. You assume all responsibility for paper copy of debit card transactions, pursuant to the appropriate debit card network rules.

7. Within one (1) business day of the original transaction, You must balance each location to the FDMS system for each business day that each location is open. If You determine that transaction(s) have been processed in error, You will initiate the appropriate transaction for adjustment to correct the transaction in question. You are responsible for all applicable adjustment fees per appropriate debit card network.

8. The responsibility for the installation of and training in the use of terminals shall be dependent upon the type of equipment or system being utilized by You.

9. FDMS shall settle debit card transaction proceeds to You daily, via a deposit to Your Settlement Account. All such settlements to You will not be net of adjustments, network fees or Servicers' fees. Servicers shall invoice You monthly for all such fees..

10. The fees for the PIN Debit network used to process your transaction will be applied. Which PIN Debit Network will be used will depend upon the availability of the network at the time of the transaction, whether a particular PIN Debit Card is enabled for a particular network, the routing requirements established by the networks and the card issuers, or other factors. You agree that we may, at our sole discretion, utilize any PIN Debit Network available to us for a given transaction.

11. You shall be responsible for the debit related fees on Exhibit E.

General Pricing Information:

1. Billable transactions include: purchases, returns, declines, reversals, and authorizations.

2. The PIN Debit Network transactions include authorization, settlement and sponsorship.

3. The fees and charges set forth on Exhibit E are in addition to all other third party fees and all fees due and payable to Servicers and/or any applicable third party, will be collected by Servicers as set forth in the Agreement. In addition, You will also be charged the network fees on a per transaction per network basis, pursuant to Section 11, above.

YOU AGREE THAT THE ABOVE-REFERENCED NETWORK FEES ARE CONTROLLED BY SAID NETWORK(S) AND ARE SUBJECT TO CHANGE BY THE NETWORK(S) AND THEREFORE TO THE CUSTOMER AT ANY TIME. SERVICERS WILL USE COMMERCIALLY REASONABLE EFFORTS TO NOTIFY CUSTOMER PRIOR TO ANY EFFECTIVE CHANGE.

NOTWITHSTANDING THE ABOVE, YOU WILL BE GIVEN WRITTEN NOTICE THIRTY DAYS BY SERVICERS PRIOR TO OTHER CHANGES IN DEBIT NETWORK FEES. YOU AGREE TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS APPLICABLE TO DEBIT TRANSACTIONS. YOU ACKNOWLEDGE THAT DEBIT TRANSACTIONS ARE GOVERNED BY NETWORK REGULATIONS AS WELL AS FEDERAL AND STATE LAW, INCLUDING THE ELECTRONIC FUNDS TRANSFER ACT (KNOWN AS REGULATION E) AND AGREES TO BE COMPLIANT WITH SUCH REGULATIONS.