

ACCOUNT UPDATER ADDENDUM TO MASTER SERVICES AGREEMENT

THIS ACCOUNT UPDATER ADDENDUM TO MASTER SERVICES AGREEMENT ("AU Addendum") dated _____ supplements the Master Services Agreement dated _____, 2013, ("MSA") between Florida Department of Financial Services, Division of Treasury and BAMS.

WHEREAS, this Account Updater Addendum is incorporated by reference into the MSA as stated in the Master Contract, and

WHEREAS, the AU Services defined herein will be used by Participants as that term is defined in the Scope of Work;

WHEREAS, Participants has elected to receive the AU Services and agreed to the terms of this AU Services Addendum as evidenced by its election within the Participation Agreement.

WHEREAS, BAMS AND PARTICIPANT AGREE:

1. **Definitions.** Capitalized terms used but not defined in this AU Addendum are defined in the MSA.
2. **AU Services.**
 - 2.1 The account updater services ("AU Services") consist, collectively, of processing functionality that will (i) obtain Card account information ("Card Info") from Participant; (ii) submit this Card Info to those Associations (including, without limitation, VISA, MasterCard or Discover) that maintain account updater programs ("Updater Programs"); (iii) correlate the data available from the Associations' Updater Programs to match the existing Card Info that Participant provided with corresponding updated Card Info obtained from the Associations' Updater Programs; and (iv) provide the new Card Info to Participant for processing ongoing payments. AU Services may be used only in connection with Associations that maintain Updater Programs and Card issuing banks ("Issuers") that participate in these Updater Programs.
 - 2.2 **Stand Alone Services.** The AU Services are provided to Participant in a non-hosted environment that does not require that Participant obtain processing services using the Compass or Hosted Recurring Payment processing platforms. In the non-hosted environment, Participant will maintain its own database containing Card Info and submit this Card Info to BAMS from time-to-time via batch files formatted pursuant to the specifications BAMS provides to Participant. To receive the stand-alone offering of the AU Services, Participant must submit its Card Info for processing using the MessageWay file transport portal.
 - 2.3 **Disclaimer.** The AU Services are only accurate to the extent (i) Issuers participate in the Associations' Updater Programs (many Issuers do not participate); (ii) Issuers provide accurate Card Info to the Associations' Updater Services; (iii) the Card Info provided to BAMS by the Associations' Updater Services is accurate; and (iv) the Card Info that Participant provide is accurate. BAMS MAKES NO REPRESENTATION OR WARRANTY THAT THE CARD INFO PROVIDED IN CONNECTION WITH THE AU SERVICES IS ACCURATE, COMPLETE OR ERROR FREE. BAMS WILL NOT BE LIABLE FOR ANY DAMAGES OR CLAIMS ARISING FROM THE ACCURACY OF THE CARD INFO IT PROVIDES THROUGH THE AU SERVICES.
 - 2.4 **Provider.** The AU Services are provided to Participant by BAMS and not Bank. Bank is not a party to this AU Addendum insofar as it applies to the AU Services, and Bank is not liable to Participant in any way with respect to the AU Services.
3. **Participant's Responsibilities.** Participant must comply with the following requirements when using the AU Services:
 - (a) Participant must have a legitimate business need to obtain updated Card Info (for example, subscription based services, membership based services or recurring payment services), and Participant must maintain an ongoing payment relationship with the cardholders for which Participant submits Card Info for processing via the AU Services.
 - (b) Participant's business cannot fall into a high-risk category designated by the applicable Associations.
 - (c) Participant must enroll as a participant with the applicable Association's Updater Programs, maintain its enrollment and be certified by BAMS and the Association as compliant with the Association's then current participation requirements that BAMS will provide to Participant from time-to-time.

- (d) Participant must update the Card Info that BAMS maintains on Participant's behalf in BAMS' database, or that Participant send to BAMS (or has sent to BAMS on Participant's behalf), when a cardholder closes their account with an Association and makes Participant aware of this change; and, further, Participant must not submit Card Info for AU Services if Participant previously received a closed account response for such Card Info.
 - (e) Participant (or the entity submitting files of Card Info to BAMS on Participant's behalf) must comply with the inquiry file layout and interface requirements that BAMS provide to Participant from time-to-time.
 - (f) Participant may not submit Card Info on behalf of another entity for processing using the AU Services.
 - (g) If BAMS does not maintain Participant's database in a hosted environment, Participant must update Participant's Card Info database within 5 days (or such shorter period of time as may be required by the Associations) of receiving updated Card Info using the AU Services.
 - (h) Upon updating the Card Info BAMS provides Participant using the AU Services, Participant must immediately delete its old Card Info data files.
 - (i) Participant must keep all information and data accessed through the AU Services strictly confidential. Participant may not disclose any information or data obtained using the AU Services to any third party, and may not use such information or data for any purpose other than those expressly permitted by the Associations.
4. **Fees.** Payment of fees for the AU Services will be as set forth in the Attachment B Price Schedule. The fees for processing transactions related to the AU Services are described on Attachment B Price Schedule.
6. **Sublicense; Intellectual Property.**
- 5.1 BAMS grants to Participant a non-transferable, non-assignable, non-exclusive, limited, royalty-free, revocable sub-license during the term of this AU Addendum to use the AU Services and the associated documentation, trademarks or service marks identified in the Operating Procedures; all subject to the terms of this AU Addendum and the MSA. Participant may only use the AU Services in connection with the processing services Participant receives under the MSA. Participant has no right, title or interest in or to the AU Services, any related software, materials, documentation, or derivative works thereof; and nothing in this AU Addendum or the MSA assigns, transfers or creates any such right, title or interest for Participant (whether express or implied, or by estoppel or otherwise). Any and all right, title or interests associated with the AU Services that are not expressly granted by BAMS within this AU Addendum are expressly withheld. Participant will not take any action inconsistent with the ownership, title or license rights associated with the AU Services. Participant will not file any action, in any forum, challenging ownership of the AU Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this AU Addendum and the MSA, and BAMS may immediately suspend or terminate Participant's use of the AU Services, this AU Addendum or the MSA in the event of such breach.
- 5.2 Participant will not, and will not permit others to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the AU Services or any portion thereof; (ii) copy, modify, enhance, translate, supplement, create derivative works from, reverse engineer, decompile or otherwise reduce to human-readable form the AU Services or any portion thereof; (iii) use altered versions of the AU Services or portion thereof; (iv) use, operate or combine the AU Services or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with this AU Addendum or the MSA; or (v), other than intended by its nature, use the AU Services, or any portion thereof, as a standalone or non-integrated program. Participant will not permit others to access the AU Services, any related software, materials or documentation, or derivative works thereof. Participant will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS' or other third parties' proprietary interests in the AU Services.
- 5.3 BAMS reserves the right to alter, immediately suspend or upon notice terminate the AU Services in the event Participant violates the terms of this AU Addendum, the MSA, BAMS terminates any agreement with third parties that are involved in providing the AU Services, or BAMS is otherwise unable to continue to provide the AU Services.
6. **Termination.** In addition to the termination rights set forth in the MSA, BAMS may terminate the AU Services upon 30 days notice to Participant, in the event an Association terminates its Updater Program or BAMS

terminates its participation in the Updater Programs; and, further, this AU Addendum will automatically terminate upon any termination of the MSA.

7. **Full Force and Effect.** The MSA remains in effect as amended and supplemented by this AU Addendum. In the event of any conflict between the terms of this AU Addendum and the MSA, this AU Addendum will control with respect to the AU Services. References to the MSA after the date of this AU Addendum include this AU Addendum.

TRANSARMOR SERVICES ADDENDUM TO MASTER SERVICES AGREEMENT

THIS TRANSARMOR SERVICE ADDENDUM ("TransArmor Addendum") dated _____, _____ supplements the Master Services Agreement ("MSA") between Florida Department of Financial Services, Division of Treasury and BAMS, dated _____, 2013.

WHEREAS, this TransArmor Addendum is incorporated by reference to the MSA as defined in the Master Contract, and

WHEREAS, the TransArmor Services defined herein will be used by Participants as that term is defined in the Scope of Work;

WHEREAS, Participants has elected to receive the TransArmor Services and agreed to the terms of this TransArmor Services Addendum as evidenced by its election within the Participation Agreement.

1. **Definitions.** Capitalized terms used but not defined in this TransArmor Addendum are defined in the MSA.
2. **TransArmor Services.** The "TransArmor Services" will provide Participant with (a) encryption of point-of-sale data, including, historical transaction data, card number, and track 1 and track 2 magnetic stripe data, related to payments or non-monetary electronic transactions (e.g., loyalty transactions) when such data is uploaded and sent to BAMS for processing; and (b) tokenization of the authorization response that BAMS provides to Participant in connection with processing the point-of-sale or non-monetary, electronic transaction data Participant submits by converting and replacing BAMS' authorization response data with a token value (a "Token"). The TransArmor Services are incorporated within the term Services in the MSA. BAMS will provide Participant with an encryption key that must be used to encrypt Card data upon upload for transmission to BAMS in connection with the TransArmor Services. Participant may not use encryption keys that BAMS does not provide to Participant in connection with the TransArmor Services. The TransArmor Services are for Participant's internal business use only and apply only to Card transactions that Participant sends to BAMS for authorization and settlement pursuant to this TransArmor Addendum and the MSA.

TransArmor Services do not include, and specifically exclude, point-of-sale data or authorization responses processed in connection with electronic check transactions, closed-loop gift card transactions, STAR contactless transactions read in contactless mode, WEX transactions, Voyager transactions, or other Card transaction types that BAMS determines are not capable of being tokenized using the TransArmor Services. Further, the TransArmor Services are provided to Participant by BAMS and not Bank. Bank is not a party to this TransArmor Addendum insofar as it applies to the TransArmor Services, and Bank is not liable to Participant in any way with respect to the TransArmor Services. For the purposes of this TransArmor Addendum, the words "we", "our" and "us" refer only to the BAMS and not the Bank.

Use of the TransArmor Services does not cause Participant to be compliant with, or eliminate Participant's obligation to comply with, the data security requirements or Card Organization Rules as set forth in the MSA or Bankcard Addendum. Use of the TransArmor Services does not eliminate the risk of, and is not a guaranty against, an unauthorized breach of Participant's Merchant Systems. Participant must implement the TransArmor Services according to the Operating Guide, which includes, without limitation, (i) implementing the services throughout Participant's Merchant Systems involved in the Services, (ii) replacing existing Card numbers within Participant's Merchant Systems involved in the Services with Tokens, and (iii) complying with applicable data security standards and reviews set forth in the MSA and Card Organization Rules. Participant must implement any upgrades to the TransArmor Services within a commercially reasonable period of time after receiving the updates. Participant may not retain Card account numbers following implementation of the TransArmor Services and must use Tokens in lieu of Card account numbers for all activities related to the Services provided by BAMS subsequent to receipt of a Token associated with a Card transaction; including, without limitation, settlement, retrieval, chargeback and adjustment processing and transaction reviews. Participant may only use Merchant Systems, gateways or VARs that are certified for use with the TransArmor Services. If Participant submits Card transactions as batch files for processing, Participant must use batch file processing services, truncated report viewing and data extract creation tools provided by BAMS in connection with the TransArmor Services.

3. **TransArmor Limited Warranty.** BAMS warrants that the Token returned to Participant as a result of using the TransArmor Service cannot be used to initiate a financial sale transaction by an unauthorized entity/person outside Participant's Merchant Systems involved in BAMS' payment processing (the "TransArmor Limited Warranty"). The TransArmor Limited Warranty applies only to authorization responses for which BAMS returns a Token to Participant and the subsequent use of such Token to initiate a financial sale transaction as described in the TransArmor Limited Warranty. To be eligible for the TransArmor Limited Warranty, Participant must obtain authorization and settlement processing services from BAMS and must be in compliance with the terms of Participant's MSA and this TransArmor Addendum.

BAMS will indemnify and hold Participant harmless from direct damages, including third party claims, resulting from BAMS' breach of the TransArmor Limited Warranty; provided, in no event will BAMS' cumulative liability for its breach of the TransArmor Limited Warranty exceed the lesser of (i) the limitation of liability set forth in the MSA or (ii) \$1,000,000.00. The indemnity obligation set forth in the preceding sentence is Participant's express and sole remedy for BAMS' breach of the TransArmor Limited Warranty. BAMS will not be liable under any theory at law or in equity for any special, indirect, incidental, consequential (including lost profits, revenue or business opportunities), exemplary or punitive damages in connection with a breach of the TransArmor Limited Warranty, regardless of whether such damages were foreseeable or Participant was advised of the possibility of such damages. The TransArmor Limited Warranty is void if Participant (a) fails to comply with the Operating Guide for the tokenization process, the terms of this TransArmor Addendum or the MSA, or (b) is grossly negligent or engage in willful misconduct with respect to the tokenization process or use of a Token. The TransArmor Limited Warranty and BAMS' indemnity obligations and limitations related to it are independent of the parties' data security or confidentiality obligations set forth in the MSA.

4. **Fees.** Payment of fees for the TransArmor Services will be as set forth in Schedule B -- Price Schedule to the Master Contract.
5. **TransArmor Services Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE TRANSARMOR SERVICES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT BY THE TRANSARMOR SERVICES OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED AS SET FORTH IN THIS ADDENDUM AND THE MSA.
6. **Intellectual Property.** BAMS grants to Participant a non-transferable, non-assignable, non-exclusive, revocable sub-license during the term of this TransArmor Addendum to use the TransArmor Services, and the associated trademarks or service marks identified in the Operating Guide, within the United States and subject to the terms of this TransArmor Addendum and the MSA. Participant has no right, title or interest in or to the TransArmor Services, any related software, materials, documentation, or derivative works thereof; and nothing in this TransArmor Addendum or the MSA assigns, transfers or creates any such right, title or interest for Participant (whether express or implied, or by implication, estoppel or otherwise); and any rights associated with the TransArmor Services that are not expressly granted by BAMS within this TransArmor Addendum are withheld. Participant will not take any action inconsistent with the ownership, title or license rights associated with the TransArmor Services. Participant will not file any action, in any forum, challenging ownership of the TransArmor Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this TransArmor Addendum and the MSA, and BAMS may immediately suspend or terminate Participant's use of the TransArmor Services, this TransArmor Addendum or the MSA in the event of such breach.

Participant will not, and will not permit others to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the TransArmor Services or any portion thereof; (ii) copy, modify, enhance, translate, supplement, create derivative works from, reverse engineer, decompile or otherwise reduce to human-readable form the TransArmor Services or any portion thereof; (iii) use altered versions of the TransArmor Service or portion thereof; (iv) use, operate or combine the TransArmor Service or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with this TransArmor Addendum or the MSA; or (v) use the TransArmor Services, or any portion thereof, as a standalone or non-integrated program. Participant will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS' or other third parties' (if any) proprietary interest in the TransArmor Services.
7. **Full Force and Effect.** The MSA remains in effect as amended and supplemented by this TransArmor Addendum. In the event of any conflict between the terms of this TransArmor Addendum and the MSA, this TransArmor Addendum will control with respect to the TransArmor Services. References to the MSA after the date of this TransArmor Addendum include this TransArmor Addendum.

DATA FILE MANAGER ADDENDUM TO MASTER SERVICES AGREEMENT

THIS DATA FILE MANAGER ADDENDUM TO MASTER SERVICES AGREEMENT ("Addendum") dated _____, _____, supplements the Master Services Agreement dated _____, 2013 as amended ("MSA") to which BAMS and Department are parties.

WHEREAS, this Data File Manager Addendum is incorporated by reference to the MSA as defined in the Master Contract, and

WHEREAS, the Data File Manager Services defined herein will be used by Participants as that term is defined in the Scope of Work;

WHEREAS, Participants has elected to receive the Data File Manager Services and agreed to the terms of this Data File Manager Services Addendum as evidenced by [1]

WHEREAS, BAMS AND DEPARTMENT AGREE:

1. **Defined Terms.** Capitalized terms used but not defined in this Addendum are defined in the MSA.
2. **Section 1 of the MSA.** This Addendum constitutes an Addendum to the MSA, and is added to the list of Addenda described in Section 1 of the MSA.
3. **Data File Manager Services.**
 - 3.1. The services provided under this Addendum will allow Participant to create and generate customized raw data files containing summary or detailed information in connection with Participant's payment processing based on set up tools that are provided by BAMS in connection with the application (collectively, "Data File Manager Services"). Specifically, the Data File Manager Services provide Participant with an application that allows Participant to access certain underlying payment processing data files directly in order to create, test and manage customized data file summary reports that can be uploaded to Participant's systems to perform reconciliation, reporting or other management functions. Custom reports created by Participant using the Data File Manager Services may be generated on a weekly, daily or as needed basis.
 - 3.2. **Provider.** The Data File Manager Services are provided to Participant by BAMS and not Bank. Bank is not a party to this Data File Manager Addendum insofar as it applies to the Data File Manager Services, and Bank is not liable to Participant in any way with respect to the Data File Manager Services. For the purposes of this Data File Manager Addendum, the term "Servicers" in the MSA refers only to BAMS and not the Bank.
4. **Data File Fees.** BAMS will charge the fees indicated in Schedule B – Price Schedule to the Master Contract.
5. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, THE DATA FILE MANAGER SERVICES ARE PROVIDED "AS IS" AND BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE DATA FILE MANAGER SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, NON-INFRINGEMENT OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED.
6. **Sublicense; Intellectual Property.**
 - 6.1. BAMS grants to Participant a non-transferable, non-assignable, non-exclusive, limited, royalty-free, revocable sub-license during the term of this Addendum to use the Data File Manager Services and the associated documentation, trademarks or service marks identified in the operating procedures provided to Participant with the Data File Manager Services; all subject to the terms of this Addendum and the MSA. Participant may only use the Data File Manager Services in connection with the processing services that Participant receives under the MSA. Participant has no right, title or interest in or to the Data File Manager Services, any related software, materials, documentation, or derivative works thereof; and nothing in this Data File Manager Addendum or the MSA assigns, transfers or creates any such right, title or interest for Participant (whether express or implied, or by estoppel or otherwise). Any and all right, title or interests associated with the Data File Manager Services that are not expressly granted by BAMS within this Addendum are expressly withheld. Participant will not take any action inconsistent with the ownership, title or license rights associated with the Data File Manager Services. Participant will not file any action, in any forum, challenging ownership of the Data File Manager Services, any related software, materials, documentation or derivative works thereof, except reports created

which become public records pursuant to Chapter 119, Florida Statutes. Breach of this Section constitutes a material breach of this Addendum and the MSA, and BAMS may immediately suspend or terminate Participant's use of the Data File Manager Services, this Addendum or the MSA in the event of such breach.

- 6.2. Participant will not, and will not permit others to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the Data File Manager Services or any portion thereof; (ii) copy, modify, enhance, translate, supplement, create derivative works from, reverse engineer, decompile or otherwise reduce to human-readable form the Data File Manager Services or any portion thereof; (iii) use altered versions of the Data File Manager Services or portion thereof; (iv) use, operate or combine the Data File Manager Services or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with this Addendum or the MSA; or (v), other than intended by its nature, use the Data File Manager Services, or any portion thereof, as a standalone or non-integrated program. Participant will not permit others to access the Data File Manager Services, any related software, materials or documentation, or derivative works thereof. Participant will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS' or other third parties' proprietary interests in the Data File Manager Services.
- 6.3. BAMS reserves the right to alter, immediately suspend or upon notice terminate the Data File Manager Services in the event Participant violates the terms of this Addendum, the MSA or if BAMS terminates any agreement with third parties that are involved in providing the Data File Manager Services, or BAMS is otherwise unable to continue to provide the Data File Manager Services. Further, in addition to the termination rights set forth in the MSA, this Addendum will automatically terminate upon any termination of the MSA.
7. **Representations and Warranties.** Participant and BAMS each represent and warrant: (i) they have corporate authority to execute this Addendum; and (ii) this Addendum creates valid, legal and binding obligations that are enforceable against its parties.
8. **Counterparts.** This Addendum may be executed in any number of counterparts, each of which is deemed an original and all of which constitute one and the same instrument. Facsimile, electronic or other copies of the executed Addendum are effective.
9. **Full Force and Effect.** The MSA remains in effect as amended and supplemented by this Addendum. In the event of a conflict between the terms of the MSA and this Addendum, this Addendum will control with respect to the Data File Manager Services.

MOBILEPAY SERVICES ADDENDUM TO MASTER SERVICES AGREEMENT

THIS MOBILEPAY SERVICES ADDENDUM ("MobilePay Addendum") dated _____ ("Effective Date") supplements the Master Services Agreement ("MSA") dated _____, 2013, between Florida Department of Financial Services, Division of Treasury, Banc of America Merchant Services, LLC ("BAMS"); and the member bank identified in the Master Services Agreement ("MSA") ("Bank") (collectively BAMS and Bank are the "Service Providers"). Participant.

WHEREAS, this MobilePay Addendum is incorporated by reference into the MSA as stated in the Master Contract, and

WHEREAS, the MobilePay Services defined herein will be used by Participants as that term is defined in the Scope of Work;

WHEREAS, Participant has elected to receive the MobilePay Services and agreed to the terms of this MobilePay Addendum as evidenced by its election within the Participation Agreement.

WHEREAS, BAMS, BANK AND PARTICIPANT AGREE:

1. **Definitions.** Capitalized terms used but not defined in this MobilePay Addendum are defined in the MSA.
2. **MobilePay Services.** The MobilePay Services (defined below) are provided in connection with the Wireless Services BAMS provides under the MSA. The MobilePay Services will provide Participant with access to a mobile payment gateway that enables Participant to use a Wireless Services compatible, web-enabled mobile device with a data plan and web browser capable of processing XHTML Mobile Profile pages in order to: (a) log onto a secure website application, (b) enter certain consumer credit card transaction information for which it is prompted, (c) submit the transaction information to BAMS for processing, (d) receive an authorization or decline message for transactions submitted to BAMS for processing, (e) receive an electronic receipt for authorized transactions; and (f) send such electronic receipt to the consumer e-mail address(es) after the transaction is complete (collectively, the "MobilePay Services"). The MobilePay Services are for Participant's internal business use only and apply only to Card transactions that Participant sends to BAMS for authorization and settlement pursuant to this MobilePay Addendum and the MSA.

The MobilePay Services are provided to Participant by BAMS and not Bank. Bank is not a party to this MobilePay Addendum insofar as it applies to the MobilePay Services, and Bank is not liable to Participant in any way with respect to the MobilePay Services. For the purposes of this MobilePay Addendum, the words "we", "our" and "us" refer only to the BAMS and not the Bank.

Participant must implement any upgrades to the MobilePay Services within a commercially reasonable period of time after receiving the updates.

3. **Fees.** Payment of the fees for the MobilePay Services will be as set forth in Attachment B Price Schedule.
4. **MobilePay Services Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE MOBILEPAY SERVICES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT BY THE MOBILEPAY SERVICES OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED AS SET FORTH IN THIS ADDENDUM AND THE MSA.
5. **Intellectual Property.** BAMS grants to Participant a non-transferable, non-assignable, non-exclusive, revocable sub-license during the term of this MobilePay Addendum to use the MobilePay Services, and the associated trademarks or service marks identified in the Operating Guide, within the United States and subject to the terms of this MobilePay Addendum and the MSA. Participant has no right, title or interest in or to the MobilePay Services, any related software, materials, documentation, or derivative works thereof; and nothing in this MobilePay Addendum or the MSA assigns, transfers or creates any such right, title or interest for Participant (whether express or implied, or by implication, estoppel or otherwise). Any rights associated with the MobilePay Services that are not expressly granted by BAMS within this MobilePay Addendum are withheld. Participant will not take any action inconsistent with the ownership, title or license rights associated with the MobilePay Services. Participant will not file any action, in any forum, challenging ownership of the MobilePay Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this MobilePay Addendum and the MSA, and BAMS may immediately suspend or terminate Participant's use of the MobilePay Services, this MobilePay Addendum or the MSA in the event of such breach.

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

6. **Full Force and Effect.** The MSA remains in effect as amended and supplemented by this MobilePay Addendum. The Wireless Services Terms of the MSA apply to the MobilePay Services. In the event of any conflict between the terms of this MobilePay Addendum, the Wireless Services Terms and the MSA, this MobilePay Addendum will control with respect to the MobilePay Services. References to the MSA after the date of this MobilePay Addendum include this MobilePay Addendum.

PAYPOINT SERVICES ADDENDUM TO MASTER SERVICES AGREEMENT

THIS PAYPOINT SERVICES ADDENDUM ("PayPoint Addendum") dated _____, _____ supplements the Master Services Agreement ("MSA") between Florida Department of Financial Services, Division of Treasury and BAMS dated _____, 2013.

WHEREAS, this PayPoint Addendum is incorporated by reference to the MSA as defined in the Master Contract, and

WHEREAS, the PayPoint Services defined herein will be used by Participants as that term is defined in the Scope of Work;

WHEREAS, Participant has elected to receive the PayPoint Services and agreed to the terms of this PayPoint Services Addendum as evidenced by its election within the Participation Agreement.

1. **Definitions.** Capitalized terms used but not defined in this PayPoint Addendum are defined in the MSA.
2. **PayPoint Services.** BAMS will provide Participant with a payment administration solution ("PayPoint Services") that allows Participant to use an internet based gateway ("PayPoint Gateway") to manage consumer ("Consumer") payments and payment transaction data initiated and submitted via in-person, point-of-sale, payment kiosk, web based applications, Participant representative assisted calls or interactive voice response ("IVR") channels. The PayPoint Services are provided to Participant by BAMS and not Bank. Bank is not a party to this PayPoint Addendum insofar as it applies to the PayPoint Services, and Bank is not liable to Participant in any way with respect to the PayPoint Services. For the purposes of this PayPoint Addendum, the words "we", "our" and "us" refer only to the BAMS and not the Bank.
 - 2.1 **Functionality.** The PayPoint Services will enable Participant to (i) consolidate payment output files with the PayPoint Services posting file(s); (ii) review Consumer payment reporting; (iii) perform detailed Consumer payment research related to status, date tracking, time tracking, successful or negative payment results and payment reconciliation; (iv) review Consumer payment authorization and return processing information; (v) perform Consumer payment void and refund processing; (vi) track Consumer payment chargeback and settlement activity; (vii) apply notes to specific Consumer payments or transactions; (viii) process, single, recurring or ad hoc Consumer payments; (ix) set-up, access and manage multiple, individual Consumer accounts; and (x) add certain Participant personalization (e.g., Participant specific logo, color theme and/or text) to Participant's website and/or IVR (defined below), if hosted or provided by BAMS.
 - 2.2 **Payment Types Supported.** The PayPoint Services will enable Participant to support (i) personal and business electronic check ("eCheck") payments; (ii) credit card payments for card associations identified by BAMS from time-to-time; (iii) debit card payments (signature, PIN based or PINless) on the STAR[®], PULSE[®] and NYCE[®] networks; (iv) Automated Clearing House payments using TEL, WEB, CCD and PPD entry classes as defined under the National Automated Clearing House Association ("NACHA") rules and guidelines, as amended from time to time ("Rules"). For eCheck payments that are processed in connection with services provided separately by TeleCheck Services, Inc. (or such other provider offering the necessary functionality), the PayPoint Services will reject payments that (A) display routing and transit number ("MICR Line") information indicating the check corresponds to a government or payroll check, or a check writer's account (1) on which the check writer's bank indicates checks may not be written, (2) that may not be settled via the Automated Clearing House ("ACH") network, (3) that is not a domestic United States demand deposit account, or (4) for which MICR Line errors may not be systemically resolved through automatic processing (i.e., for which no notification of change information is available through the banking systems or ACH network); or (B) exceed a processing limit of \$20,000,000.
 - 2.3 **Fraud Detection.** The PayPoint Services provide fraud detection functionality that includes (i) address verification and CVV2 code validation for credit cards; (ii) transaction limit monitoring; and (iii) duplicate payment detection.
 - 2.4 **Convenience Fees.** The PayPoint Services will support payment data management for fixed and percentage based convenience fees that are assessed and collected by Participant, including the ability to track the primary payment and convenience fee as separate transactions or as a single integrated transaction. The PayPoint Services do not process settlement of convenience fees as part of the Participant's convenience fee program; rather, the PayPoint Services enable tracking and management of convenience fee data submitted with other payment data received from a Participant that assesses and collects convenience fees. Participant is solely responsible for complying with applicable law, the card association rules and NACHA rules related to its implementation and collection of convenience fees.
 - 2.5 **Application Programming Interfaces and Integration.** The PayPoint Services will integrate with Participant's existing payment processing services via (i) real time integration of Participant's front end website with the PayPoint Services application programming interface; (ii) XML batch integration; or (iii) the Front-End Solution described in Section 2.6 below. Participant must implement any upgrades to the PayPoint Services within a commercially reasonable period of time after receiving the updates.
 - 2.6 **Hosting; Marks.** The PayPoint Gateway is hosted through BAMS. Upon Participant's election, BAMS will also provide Participant with a front-end solution ("Front-End Solution") that is integrated with the PayPoint Services that includes (i) ready-made, personalizable website and/or interactive voice response ("IVR") services, and (ii) a toolkit for the Participant to manage its website personalization. If Participant elects to use the PayPoint Services' Front-End Solution, Participant may also customize it to include Participant's Marks (defined below) on the website. Participant is responsible for providing the Marks to BAMS that Participant would like included in a customized Front-End Solution; and, in connection therewith, grants BAMS a non-exclusive,

revocable license during the term of this PayPoint Addendum to use the Marks provided by Participant in connection with creation of a customized Front-End Solution. Participant represents and warrants that it owns or has obtained the necessary licenses or rights for BAMS to display or use all Marks provided by Participant when creating a customized Front-End Solution or otherwise using such marks in connection with Participant's use of the PayPoint Services.

3. **Payment Processing Obligations.** Participant will submit all payments initiated by Consumers using the PayPoint Gateway and BAMS's computer systems according to documentation provided by BAMS from time-to-time (BAMS's computer systems and documentation are the "BAMS System"). Participant will provide all transaction data, Personal Information (defined below), related information and instructions (collectively "Payment Data") necessary for BAMS to perform the PayPoint Services. Unless another entity is acting as the "Originator" (as defined in the NACHA Rules) on Participant's behalf in connection with ACH Payments, Participant will be the Originator for any ACH Payments that Participant submits for processing. BAMS will be a "Third Party Processor" (as defined in the NACHA Rules) and will facilitate processing ACH Payments submitted by Participant by transmitting ACH files among each appropriate Originating Depository Financial Institutions (each an "ODFI") and Receiving Depository Financial Institution (each an "RDFI") (both as defined in the NACHA Rules). Participant assumes all responsibilities and liabilities under the NACHA Rules for ACH Payments it submits for processing; and will assume all liability for the amount of any ACH Payment that is rejected for insufficient funds. Participant assumes all responsibilities and liabilities under applicable association rules or regulations related to processing its Consumer's credit card payments. Participant will be solely responsible for ensuring the validity, accuracy and completeness of all Payment Data. BAMS WILL RELY UPON AND USE PAYMENT DATA SUBMITTED BY PARTICIPANT WITHOUT FURTHER VERIFICATION IN ORDER TO PROVIDE THE PAYPOINT SERVICES. BAMS will have no responsibility or liability for any error, omission, delay, failure to meet any processing timelines or accurately perform any of the PayPoint Services due to Participant (or its Consumers) submitting inaccurate, incomplete or untimely Payment Data, or failing to perform its settlement obligations.
4. **Settlement Obligations.** The PayPoint Services constitute a Consumer payment administrative application and are not a payment processing application. Participant is solely responsible for all settlement obligations and settlement fees that arise in connection with the underlying processing of any and all Consumer payments that are administered using the PayPoint Services. Participant waives its right to assert any defense, set-off or counterclaim against BAMS for any settlement obligation or liability that arises in connection with Participant's or its Consumer's use of the PayPoint Services or the PayPoint Gateway. Participant is solely responsible for all liability associated with any Consumer payment that is rejected for insufficient funds.
5. **Information Security.** Each party is responsible for: (i) the security of non-public or personally identifiable information ("Personal Information") on the systems under its control or that is obtained through its respective provision or use of the Services; and (ii) data security issues arising from its systems, or directly resulting from its use of third party vendors or subcontractors, if any, in connection with the Services. Each party will maintain commercially reasonable information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information (collectively, a "Security Incident").
6. **Term; Termination.**
 - 6.1 **Term.** The term of this PayPoint Addendum will commence on its Effective Date, will extend for the initial term and will renew as set forth in the MSA.
 - 6.2 **Termination For Breach; Insolvency.** Either party may terminate this PayPoint Addendum if the other: (a) breaches a material representation, warranty, term, condition or obligation, and fails to cure such breach within 30 days after receiving written notice of such breach; or (b)(i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its general inability to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition agreement with or for the benefit of its creditors; (iii) files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors; (iv) seeks or consents to the appointment of an administrator, receiver, custodian, or similar official for the wind up of its business; or (v) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or composition for the benefit of creditors, and such proceeding is not dismissed or stayed within 30 days.
 - 6.3 **Termination for Non-Performance.** BAMS may terminate this PayPoint Addendum immediately if (i) Participant's performance of its obligations or use of the PayPoint Services violates applicable Requirements in Section 10 of this Addendum (ii) Participant fails to provide any data or take any action in connection with payment processing required under this PayPoint Addendum 5 times in any calendar month or 12 times in any calendar year; (iii) it reasonably determines that a material adverse change has occurred in Participant's financial condition, or that such a change is reasonably likely to occur; (iv) Participant fails to pay any past due amount within 5 days of demand therefor; or (v) Participant fails to comply with its settlement obligations for payments administered using PayPoint Services.
 - 6.4 **Suspension.** BAMS may, with as much notice as is commercially practicable, suspend all or a portion of the PayPoint Services immediately if (i) Participant materially breaches this Addendum; (ii) BAMS reasonably determines that Participant is using the PayPoint Services for any fraudulent, illegal or unauthorized purpose; (iii) BAMS reasonably determines that other questionable activity related to data security is occurring in connection with Participant's use of the PayPoint Services; or (iv) as required by applicable Legal Requirements.
 - 6.5 **Effect of Termination, Suspension.** Termination of this PayPoint Addendum or suspension of the PayPoint Services will not affect BAMS' right to recover any amounts for which Participant is liable or obligated hereunder. Termination will not affect Participant's responsibility to pay any amount for which it is liable or obligated in connection with the PayPoint Services provided under this PayPoint Addendum.

7. Fees; Payment of Fees.

7.1 Fees. The fees ("Fees") for the PayPoint Services are set forth on Attachment B Price Schedule to the Master Contract.

7.2 Payment of Fees. Payment of fees is addressed in the Master Contract and Participation Agreement.

8. PayPoint Services Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THE MASTER CONTRACT, ATTACHMENT A - SCOPE OF WORK, AND THIS PAYPOINT ADDENDUM, BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE PAYPOINT SERVICES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT BY THE PAYPOINT SERVICES OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED AS SET FORTH IN THIS PAYPOINT ADDENDUM AND THE MSA.

9. Intellectual Property.

9.1 Ownership. Participant will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS' or other third parties' (if any) proprietary interest in the PayPoint Services. Participant has no right, title or interest in or to the PayPoint Services, any related software, materials, documentation, or derivative works thereof, or any patent, trademark, service mark, copyright, trade secret or proprietary rights associated with the PayPoint Gateway or PayPoint Services; and nothing in this PayPoint Addendum or the MSA assigns, transfers or creates any such right, title or interest for Participant (whether express or implied, by estoppel or otherwise). Any rights associated with the PayPoint Services that are not expressly granted by BAMS within this PayPoint Addendum are withheld. Participant will not take any action inconsistent with the ownership, title or license rights associated with the PayPoint Services. Participant will not file any action, in any forum, challenging ownership of the PayPoint Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this PayPoint Addendum and the MSA, and BAMS may immediately suspend or terminate Participant's use of the PayPoint Services, this PayPoint Addendum or the MSA in the event of such breach.

9.2 Use of Marks. Except as specifically provided for in this PayPoint Addendum, neither party will use any trademark, service mark, trade name or other proprietary designation (collectively, "Marks") owned, licensed or registered by the other party without prior written consent. Neither party will use or reference the other's Marks in any manner that disparages or portrays the other in a negative light. Neither party may alter, modify, or change the other's Marks in any way. A breach of the terms of this Section related to the use of a party's Marks will cause irreparable harm such that the non-breaching party will not have an adequate remedy at law and, in addition to any other rights or remedies available at law or in equity, will be entitled to seek injunctive relief against the breaching party (without posting a bond or other security).

10. Compliance with Law. BAMS and Participant will comply with all federal, state or local laws, regulations, judicial or administrative decisions, executive orders, rules or interpretations, and the NACHA Rules (collectively, "Legal Requirements") applicable to their respective use or provision of the PayPoint Services. Neither BAMS nor Participant is responsible for interpreting or performing the compliance obligations of the other party with respect to the Legal Requirements that are applicable to each's respective use or provision of the PayPoint Services. Participant will use the PayPoint Services in accordance and compliance with this PayPoint Addendum, BAMS System requirements and the written policies and procedures provided by BAMS from time-to-time. Participant will not use the PayPoint Services in connection with any gaming business, adult or sexually oriented business, or business opportunity business.

11. Full Force and Effect. The MSA remains in effect as amended and supplemented by this PayPoint Addendum. In the event of any conflict between the terms of this PayPoint Addendum and the MSA, this PayPoint Addendum will control with respect to the PayPoint Services. References to the MSA after the date of this PayPoint Addendum include this PayPoint Addendum.

**AMENDMENT TO
BANKCARD ADDENDUM TO THE MASTER SERVICES AGREEMENT
(DYNAMIC CURRENCY CONVERSION SERVICES)**

This Amendment ("Amendment") dated the ____ day of _____, is to the Bankcard Addendum to the Master Services Agreement (Dynamic Currency Conversion Services) dated _____ (the "Agreement") among Florida Department of Financial Services, Division of Treasury ("Department") Banc of America Participant Services, LLC, a Delaware limited liability company ("BAMS"), and Bank of America, N.A., a national banking association ("Bank").

RECITALS

WHEREAS, this TransArmor Addendum is incorporated by reference to the MSA as defined in the Master Contract, and

WHEREAS, the TransArmor Services defined herein will be used by Participants as that term is defined in the Scope of Work;

WHEREAS, Participants has elected to receive the TransArmor Services and agreed to the terms of this TransArmor Services Addendum as evidenced by its election within the Participation Agreement; and

WHEREAS, Bank and BAMS have engaged the services of First Data Merchant Services Corporation, a Florida corporation ("FDMS"), and a sponsoring financial institution ("Sponsor Bank"), to provide Participants Participant with Dynamic Currency Conversion ("DCC") Services (collectively BAMS, Bank, Sponsor Bank and FDMS are "Servicers");

WHEREAS, Participant desires to utilize the DCC Services; and

NOW, THEREFORE, in consideration of the foregoing recitals and other consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. **DEFINITIONS.** Capitalized terms used in this Amendment and not otherwise defined herein shall have the meaning set forth in the Master Services Agreement (Agreement). Any definitions of the following terms (or substantially similar terms) in the Agreement are hereby amended and replaced in their entirety for this Amendment only:

"Applicable Percentage" is the percentage used to calculate the Foreign Currency Fees and shall equal one percent (1%).

"Base Rate" means the Foreign Currency exchange rate used, from time to time, to determine the Transaction Rate. The source of the Base Rate shall be a wholesale interbank exchange rate.

"Currency Equivalent" means the equivalent in a Foreign Currency of the Transaction Price calculated by Servicers using the Transaction Rate.

"DCC Guide" means the Dynamic Currency Conversion (DCC) Participant User Guide prepared by FDMS, as amended from time to time.

"DCC Services" means the activity undertaken by FDMS or a DCC Service Provider to authorize, process, and settle VISA and MasterCard transactions undertaken by Cardholders at Participant's locations in the United States, or United States territories,

or other countries permitted by BAMS and FDMS, involving FX Transactions. For all purposes herein, DCC Services shall include both traditional DCC as well as Dynamic Pricing.

"Dynamic Price" means the price displayed by the Participant in the Foreign Currency selected by the Cardholder or selected automatically based on the country of Cardholder's IP address, which price is equal to the Currency Equivalent.

"Dynamic Pricing" means a variation of Dynamic Currency Conversion, utilized only in a card-not-present environment, in which Participants offer Cardholders the opportunity to select the currency in which all pricing is displayed or quoted (and is the currency in which payment is ultimately submitted to the Card Organizations), or such currency may be selected automatically based on the country of Cardholder's IP address. In contrast, Participants opting for Dynamic Currency Conversion display pricing in Local Currency but offer Cardholders the opportunity to pay in their home currency (a Foreign Currency).

"FEXCO" is FEXCO Dynamic Currency Conversion, Ltd. registered in Ireland with registered number 248289 and having its registered office at FEXCO Financial Services Centre, Iveragh Road, Killorglin, County Kerry, Ireland. FDMS has engaged FEXCO to be the initial DCC Service Provider. FEXCO is a provider of DCC services, which includes the provision, either remotely via the internet or by installation on point-of-sale equipment and software supplied by third parties and used by Participants, of software which has the capability of recognizing Foreign Cards and applying Foreign Currency exchange rates to convert Card transactions from the Local Currency of the Participant to the Foreign Currency of the Cardholder's statement and provide relevant data to and from Participants, and the provision of back-office data capture and treasury management services for Card transactions. FEXCO may be substituted with another DCC Service Provider without notice to Participant.

"Foreign Card" means a Visa or MasterCard-branded Card issued in a country with a Foreign Currency.

"Foreign Currency" means the currency of a country other than the Local Currency of the Participant.

"Foreign Currency Fees" means the fees payable by Servicers (via FEXCO or another DCC Service Provider) to Participant in connection with an FX Transaction processed by Servicers.

"FX Margin" means the margin (expressed as a percentage rate) used to convert a Base Rate into a Transaction Rate, and initially shall be three percent (3%).

"FX Transaction" means (a) for DCC, a transaction between Participant and the Cardholder in which the Cardholder authorizes (i) the Transaction Price calculated by using the Transaction Rate to be submitted to a Card Organization for settlement in the amount of the Currency Equivalent and (ii) the Cardholder's account to be charged in the amount of the Currency Equivalent; and (b) for Dynamic Pricing, a transaction between the Cardholder and Participant in which the Cardholder authorizes (i) the Dynamic Price to be submitted to a Card Organization for settlement in the amount of the Currency Equivalent, and (ii) the Cardholder's account to be charged in the amount of the Currency Equivalent.

"Intellectual Property Rights" means any and all (i) patents and any divisions, reissues, reexaminations, substitutes, continuations, continuations-in-part, or extensions of patents, filed or pending applications for patents, (ii) or for any divisions, reissues,

reexaminations, substitutes, continuations, continuations-in-part, or extensions of patents, (iii) trademarks, service marks, logos, trade dress, trade names, corporate names, Internet domain names and addresses and general use e-mail addresses, (iv) copyrights, whether registered or unregistered, and (v) any other rights in the nature of intellectual property (whether registered or unregistered) and all applications for the same, anywhere in the world, including trade secrets, know-how, confidential or proprietary information, database rights, rights against unfair competition and goodwill.

"Licensed Technology" means any materials provided by FDMS, or a third party as directed by FDMS in connection with the DCC Services, including but not limited to training materials, online training, online guides, or user guides regarding the DCC Services and those several rights, assets and body of information and the Intellectual Property Rights subsisting therein. For the avoidance of doubt, Licensed Technology shall include know-how and software provided by FDMS to Licensee and shall be considered specifications to which the dedicated software shall be conformed.

"Licensee" for the purposes of this Amendment shall mean Participant, or Participant's employees, making use of the Licensed Technology or Intellectual Property Rights in order to utilize the DCC Services.

"Local Currency" means the currency associated with the domicile of the Participant utilizing the DCC Service.

"Local Currency Equivalent" means the equivalent in Local Currency of the amount of an FX Transaction.

"Net Local Currency Turnover" means the Local Currency Equivalent of all FX Transactions less the value in Local Currency, of all fees, charges, refunds, adjustments, Chargebacks, Card Organization fees, rejects and all other applicable fees and items.

"Transaction Price" means (a) for DCC, the original price in Local Currency that Participant quotes to a Cardholder in an FX Transaction; and (b) for Dynamic Pricing, the original price in Local Currency that is converted to the Dynamic Price upon selection of the Foreign Currency.

"Transaction Rate" means the Foreign Currency exchange rate provided to Participant by Servicers or their designee, from time to time, which Participant shall use to convert the Transaction Price into the Currency Equivalent.

2. DCC SERVICES.

2.1 Servicers agree to provide DCC Services to Participant with respect to FX Transactions on the terms and conditions set forth in this Amendment. The type of FX Transactions and list of supported Foreign Currencies for which Participant may obtain DCC Services, are specified in the DCC Guide; provided that Servicers reserve the right to remove a Foreign Currency from the DCC Guide and the DCC Services upon notice to Participant, except in circumstances of a sudden and extreme fluctuation in the value of a Foreign Currency, in which case Servicers may provide Participant with less than three (3) days' notice. For purposes of this Section 2.1, a "sudden and extreme" fluctuation in the value of a Foreign Currency shall mean a six percent (6%) movement in such Foreign Currency over a two day period.

2.2 Participant expressly acknowledges and agrees that: (a) FDMS utilizes the services of third parties (including Affiliates, processing entities, and bank sponsors) to provide DCC Services (each, a **"DCC Service Provider"**); (b) FDMS will have the right to

change DCC Service Providers; and (c) some or all of the DCC Services may be modified from time to time by DCC Service Providers.

2.3 Participant acknowledges that Participant is solely responsible for all aspects of an FX Transaction (other than the performance of DCC Services hereunder), including without limitation, obtaining the Cardholder's agreement to the FX Transaction, clearly and conspicuously disclosing all terms of any FX Transaction to the Cardholder (including on the transaction receipt or credit voucher), and complying with all Card Organization Rules applicable to Participants with respect to FX Transactions.

2.4 Settlement between Servicers and Participant of FX Transactions (including any payments by Participant for Chargebacks of such FX Transactions) shall be made in the Local Currency on the basis of the Transaction Price of the FX Transaction. Funding of FX Transactions shall be separate from funding of Local Currency transactions and shall be completed within the funding timeframe indicated in the DCC Guide or as otherwise communicated to Participant.

2.5 For DCC, refunds, credits and returns (but not Chargebacks) shall be treated as independent FX Transactions and the Transaction Rate used for refund, credit and return transactions shall be determined based upon the date and time of the refund, credit or return. FX Transaction exposure in connection with refunds, credits or returns shall be borne by the Cardholder and FX Transaction exposure in connection with Chargebacks shall be borne by the DCC Service Provider.

2.6 For Dynamic Pricing, the Transaction Rate used for refunds, credits, returns, and Chargebacks shall be the Transaction Rate used in the original sale. FX Transaction exposure in connection with refunds, credits, returns, and Chargebacks shall be borne by the DCC Service Provider.

2.7 No later than the 20th day of each month, Servicers shall pay to Participant a Foreign Currency Fee equal to the Applicable Percentage times the Net Local Currency Turnover. In the event the fee payable to Participant for any month is calculated to be less than \$50 USD, Servicers shall report the fee earned, but payment of the fee will be deferred until the next month when the total fee due Participant (including the current month plus any deferred amounts) is greater than \$50 USD.

2.8 Participant acknowledges that for the purposes of processing Participant's FX Transactions, sponsorship duties under the Agreement may be delegated to Sponsor Bank. When performing such sponsorship duties, Sponsor Bank shall have the same rights and obligations under the Participant Agreement as Bank. Servicers may choose, in their discretion, to terminate the delegation of sponsorship activities for FX Transactions to any Sponsor Bank, or otherwise substitute the Sponsor Bank performing FX Transaction sponsorship duties, without providing notice to Participant.

2.9 Servicers shall be the exclusive providers of the DCC Services to Participant.

2.10 Except as expressly provided herein, the terms and conditions of the Agreement with respect to a Card transaction (including the rights and obligations of Servicers and Participant with respect to such a transaction) shall apply to an FX Transaction. Without limiting the foregoing, Participant acknowledges that it will pay Servicers the same fees and charges in connection with an FX Transaction as it pays Servicers in connection with another Card transaction performed under the Agreement. For the avoidance of doubt, Participant shall pay the same fees for chargebacks, retrievals and FX Transactions as Participant pays for similar, non-DCC-related charges under the Agreement. In addition, Participant agrees

that any Card Organization fees that at any time are assessed in connection with an FX Transaction shall be passed on to Participant.

2.12 Participant agrees to comply with the terms and conditions of the current DCC Guide in connection with all FX Transactions in the DCC Services.

3. USE LICENSE GRANT.

3.1 In consideration of the obligations, undertakings and agreement of the Participant under this Amendment, BAMS shall make available to the Participant and grants the Participant a personal, non-transferable, royalty-free license for so long as the Participant is a part of the DCC Services to use the Licensed Technology solely in order to provide DCC Services to Participant or for Participant solely to provide DCC Services to consumers, subject to the terms and conditions of this Amendment.

3.2 To the extent that any patent rights owned by FDMS, FEXCO or another DCC Service Provider can be read to cover the Licensed Technology, each such patent right shall be licensed to the Participant to the extent necessary to allow the Participant to exercise its rights and perform its obligations under this Agreement.

3.3 Participant shall only permit access to the Licensed Technology to such employees of the Participant as shall need to have access to the same in order to perform its obligations under this Amendment.

3.4 Participant agrees not to modify, adapt or translate the Licensed Technology. Participant also agrees not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Licensed Technology.

3.5 Except those rights specifically granted herein, no rights or licenses, express or implied, are granted by virtue of this Amendment. No rights or licenses, express or implied, shall arise from Participant's use of the Licensed Technology.

4. DISCLOSURE AND CONFIDENTIALITY.

The Licensed Technology and any documentation concerning the Licensed Technology as well as any oral information exchanged by Participant and Servicers about the Licensed Technology shall be considered proprietary information of Servicers. Participant agrees to maintain, in strict confidence Servicer's proprietary information disclosed to it pursuant to this Amendment. ,.

5. WARRANTIES.

Participant warrants and represents that: (a) Participant possesses full power and authority to enter into and perform this Amendment; and (b) Participant will not incorporate, contribute or otherwise combine with the Licensed Technology any software or documentation that requires as a condition of use, modification and/or distribution of such software that other software incorporated into, derived from or distributed with such software be (i) disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge.

6. TERMINATION.

6.1 This Amendment can be terminated in conjunction with or separate from the Agreement. The termination of the Agreement shall, however, effect a termination of this Amendment.

6.2 This Amendment will terminate immediately if FDMS's license from FEXCO or another DCC Service Provider terminates.

6.3 If Servicers suspect that Participant is not following Card Organization Rules or any other required procedures with regard to the DCC Services, Servicers may in their sole discretion do either or both of the following: (a) immediately cease processing Participant's DCC Transactions until such time as the Participant verifies compliance to Servicer's satisfaction, or (b) terminate this Amendment immediately.

6.4 Participant shall have the ability to terminate this Amendment for the reasons set forth in the Agreement. Servicers shall have the ability to terminate this Amendment:

- For any reason upon thirty (30) days' notice to Licensee;
- Immediately upon a breach of confidentiality by Participant;
- Immediately upon a breach by Licensee of the use restrictions contained herein with regard to the Licensed Technology; and
- For the reasons set forth in the Agreement or otherwise in this Amendment.

Upon termination, all licenses granted herein, express or implied shall immediately terminate, and Licensee shall return or provide written certification of destruction of all proprietary information upon the written request of Servicers.

6.5 Participant may terminate its participation in the DCC Services, and Servicers may cease to offer the DCC Services to Participant with respect to the Card Organizations: (i) without cause upon not less than thirty (30) days' written notice to the other party; or (ii) immediately upon written notice to the other party if Participant or Servicers determine that continuing to utilize the DCC Services as provided herein will violate any applicable law or any provision of the Card Organization Rules. Termination of Participant's participation in the DCC Services by Participant or Servicers shall not relieve Participant from any of its obligations set forth in this Amendment.

7. GENERAL PROVISIONS.

FEXCO, other DCC Service Providers, FDMS and Sponsor Bank are direct and intended third party beneficiaries to this Amendment, and may enforce their rights directly against Participant.

8. INDEMNIFICATION: LIABILITY.

8.1 Servicers agree to indemnify Participant with respect to Servicers' provision of the DCC Services as and to the same extent as Servicers indemnify Participant with respect to Services performed by Servicers pursuant to the Agreement. Additionally, with respect to the DCC Services, FDMS is a third party beneficiary to the limitation of liability provisions contained in Section 5.2 of the Agreement. For the avoidance of doubt, FDMS' liability shall be limited to the same amount and to the same extent as Servicers' limitations set forth in the Agreement.

8.2 In addition to Participant's liabilities under Section XI.D of the Master Contract, Participant shall be liable for claims, damages or losses resulting from its acts or omissions in connection with an FX Transaction, including any alleged misrepresentation or deceptive or unlawful trade practice, and alleged failure to obtain the Cardholder's agreement to the FX Transaction, or a breach of any of Participant's obligations under this Amendment.

9. CONTINUATION.

The Agreement shall continue in full force and effect on the terms set forth therein, except as expressly provided in this Amendment.

TELECHECK PROCESSING SERVICES AGREEMENT

THIS TELECHECK PROCESSING SERVICES AGREEMENT ("Agreement") is executed by TELECHECK SERVICES, INC. ("TeleCheck"); and the FLORIDA DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY ("Department").

TELECHECK AND DEPARTMENT AGREE:

1. **Background; Separate TeleCheck Participation Agreements; Services Provided Under TeleCheck Participation Agreements.**
 - 1.1 **Background.** TeleCheck and the Department are executing this Agreement in order to establish terms and conditions pursuant to which TeleCheck will provide certain electronic funds transfer services to Participants (defined below) in connection with processing the Participant's check based payment transactions. Section 215.322, Florida Statutes, authorizes and encourages certain state entities (including, without limitation, the judicial branch, units of local government and other state agencies) to accept electronic funds transfers. Further, Section 215.322, Florida Statutes, provides that the Department may develop or approve contracts for the acceptance of such electronic funds transfers and that state entities may receive payment processing services related to such electronic funds transfers upon those terms and conditions approved by the Department. TeleCheck is a provider of electronic funds transfer services related to check based payments and is capable of performing such services according to the terms of this Agreement.
 - 1.2 **Separate TeleCheck Participation Agreements.** This Agreement provides Participants a standardized set of terms that may be adopted pursuant to Section 215.322, Florida Statutes, between TeleCheck and eligible entities (such entities, collectively, "Participants" and each a "Participant") that execute a TeleCheck Participation Agreement (defined below). Participants may adopt the terms and conditions set forth in this Agreement by executing a TeleCheck Participation Agreement, the form of which is set forth in Schedule B to this Agreement, with TeleCheck. Each TeleCheck Participation Agreement is a separate agreement between the applicable Participant and TeleCheck that integrates the terms of this Agreement. Amendments to this Agreement constitute amendments to the TeleCheck Participation Agreements unless such amendments specifically state otherwise. FOR THE AVOIDANCE OF DOUBT, EXCEPT FOR THE INTENDED BENEFIT OF THIS AGREEMENT PROVIDING A STANDARDIZED SET OF COMMON TERMS PURSUANT TO WHICH PARTICIPANTS OBTAIN TELECHECK'S SERVICES (DEFINED BELOW), THE DEPARTMENT IS NOT A PARTY TO ANY OF THE TELECHECK PARTICIPATION AGREEMENTS, NOR WILL IT BE DEEMED SUCH; THE DEPARTMENT RECEIVES NO SERVICES PURSUANT TO THIS AGREEMENT; AND NO PARTICIPANT IS A PARTY, OR INTENDED THIRD PARTY BENEFICIARY, UNDER A TELECHECK PARTICIPATION AGREEMENT EXECUTED BETWEEN TELECHECK AND ANOTHER, INDEPENDENT PARTICIPANT, NOR WILL IT BE DEEMED SUCH. EACH TELECHECK PARTICIPATION AGREEMENT CONSTITUTES AN INDEPENDENT SERVICES AGREEMENT BETWEEN TELECHECK AND THE APPLICABLE PARTICIPANT.
 - 1.3 **Selection of Services Provided Under TeleCheck Participation Agreements; Amendment of TeleCheck Participation Agreements.** Pursuant to their TeleCheck Participation Agreements, Participants may elect to receive all or any subset of the Services provided under this Agreement. TeleCheck Participation Agreements will identify the Services that each Participant selects, and may include supplemental or additional terms related to the specific Services selected by a Participant or that address unique needs that a Participant has with respect to its Services.
2. **Definitions.** The following definitions apply within this Agreement: "ACH Network" means the Automated Clearing House Network, a processing and delivery system that distributes and settles electronic fund transfers. "Authorization" means the acknowledgement provided (electronically or in writing) by a Consumer for each Warranty Transaction or Verification Transaction, respectively, that authorizes processing the Warranty Transaction or Verification Transaction as an electronic fund transfer and is required by the NACHA Rules or other applicable Legal Requirements (both as defined in Section 15.1). "Claim" means any claim, demand, directive, suit or other proceeding, notice, damage, expense (including reasonable attorney's fees), assessment, fine or liability of any kind. "CBP Authorization Receipt" is an Authorization specific to a CBP Warranty Transaction or CBP Verification Transaction, as applicable, that consists of the Consumer's recorded (electronically or otherwise) verbal authorization for each CBP Warranty Transaction or CBP Verification Transaction, permitting the creation of a phone check and its conversion into an electronic fund transfer or remotely created check. "CBP Verification Transaction" is a type of Verification Transaction in which a payment authorized by a Consumer in a telephone communication initiated by Consumer with Participant is processed under this Agreement as an electronic fund transfer or remotely created check. "CBP Warranty Transaction" is a type of Warranty Transaction in which a payment authorized by a Consumer in a telephone communication initiated by Consumer with Participant is processed under this Agreement as an electronic fund transfer or remotely created check. "Check 21 Act" means, collectively, the Check Clearing for the 21st Century Act and its Regulation CC. "Check Cashing Verification Transaction" is a type of Verification Transaction in which the item is (i) a check payable to the Consumer writing the check, (ii) a government check payable to the Consumer presenting the check or (iii) a company payroll, expense reimbursement or non-medical insurance reimbursement check payable to the Consumer presenting the check; and is processed under this Agreement as a standard paper check. "COD Verification Transaction" is a type of Verification Transaction in which Participant obtains a pre-approval for an item that will be provided as a payment for a Consumer's purchase of goods or services that are delivered remotely by Participant to the Consumer (e.g., a transaction in which a check is provided for payment upon delivery of goods to a location other than Participant's retail location) and that is processed under this Agreement as a standard paper check. "Consumer" means a person or entity that authorizes or presents an item as payment for a transaction. "ECA

Authorization Receipt is an Authorization specific to an ECA Warranty Transaction or ECA Verification Transaction that consists of a receipt signed (electronically or in writing) by the Consumer permitting the conversion of their check into an electronic fund transfer or remotely created check. **"ECA Verification Transaction"** is a type of Verification Transaction in which a payment initiated using a standard check is processed under this Agreement as an electronic fund transfer or remotely created check. **"ECA Warranty Transaction"** is a type of Warranty Transaction in which a payment initiated using a standard check is processed under this Agreement as an electronic fund transfer or remotely created check. **"E-Deposit Transaction"** is a type of payment transaction in which a payment initiated by a Consumer providing Participant with a paper check as payment for goods or services is processed under this Addendum as an electronic fund transfer. **"E-Deposit Image"** is a legally sufficient image of a check submitted by a Consumer to a Participant as payment for goods or services that may be processed through the banking system under the Check 21 Act. **"E-Deposit Maximum"** means the total dollar amount permitted per E-Deposit Transaction as set forth on the Fee Schedule. **"ICA Authorization Receipt"** is an Authorization specific to an ICA Warranty Transaction or ICA Verification Transaction, as applicable, that consists of an electronic authorization provided by a Consumer via the Internet that permits processing an electronic fund transfer against the Consumer's demand deposit account. **"ICA Verification Transaction"** is a type of Verification Transaction in which a payment initiated and authorized by a Consumer via the Internet is processed under this Agreement as an electronic fund transfer or remotely created check. **"ICA Warranty Transaction"** is a type of Warranty Transaction in which a payment initiated and authorized by a Consumer via the Internet is processed under this Agreement as an electronic fund transfer or remotely created check. **"Item"** means an outstanding financial obligation arising pursuant to a check or electronic fund transfer processed using the Services provided by TeleCheck under this Agreement. **"Lockbox Authorization Notice"** is an Authorization specific to a Lockbox Verification Transaction that consists of a notice given to a Consumer that their check may be converted to an electronic fund transfer or remotely created check. **"Lockbox Verification Transaction"** is a type of Verification Transaction in which a payment initiated using a paper check sent to Participant's drop box through the US mail or other delivery is processed under this Agreement as an electronic fund transfer. **"Mail Order Verification Transaction"** is a type of Verification Transaction in which a payment initiated using a paper check sent to Participant through the US mail (e.g., a catalog order) is processed under this Agreement as a standard paper check. **"TeleCheck Merchant ID"** means the identification number assigned to Participant by TeleCheck that identifies the Participant and the Participant's location from which a transaction is initiated for processing by TeleCheck. **"Paper Verification Transaction"** is a type of Verification Transaction in which a payment initiated using a paper check is processed under this Agreement as a standard paper check. **"Paper Warranty Transaction"** is a type of Warranty Transaction in which a payment initiated using a paper check is processed under this Agreement as a standard paper check. **"TeleCheck Participation Agreement"** means the Participant Agreement between TeleCheck and each Participant that elects to receive the Services as described therein. **"POA Authorization Receipt"** is an Authorization specific to a POA Verification Transaction that consists of a receipt signed (electronically or in writing) by the Consumer permitting the conversion of their check into an electronic fund transfer or remotely created check. **"POA Verification Transaction"** is a type of Verification Transaction in which a payment initiated using a standard check is processed under this Agreement as an electronic fund transfer or remotely created check. **"Pro-21 Verification Transaction"** is a type of Verification Transaction in which a payment initiated using a paper check sent to Participant's drop box through the US mail or any other delivery method is processed under this Agreement. **"Pro-21 Lockbox Image"** is a legally sufficient image of a check submitted by a Consumer to a Participant as payment for goods or services that may be processed under the Check 21 Act (defined in Section 13.1). **"Return Item"** means any item that is dishonored, returned, reversed, charged back or otherwise unpaid by a Consumer's financial institution upon presentment for payment, regardless of the reason or timing. **"Return Item Fee"** means the fee or exemplary damages assessed on a Return Item in the maximum amount allowed by applicable Legal Requirements. **"Participant"** means the State of Florida, as set forth in the caption of this Agreement. **"Participant's Account"** means a demand deposit account maintained by Participant at a US financial institution that Participant opens in connection with the Services. **"Participant Parties"** means Participant and its officers, directors, employees, shareholders, agents and attorneys. **"Participant Returned Payment"** means any financial obligation owed by Participant pursuant to this Agreement which is not paid by Participant's financial institution. **"TeleCheck Approval Code"** means the indicator transmitted by TeleCheck to Participant notifying Participant that TeleCheck has (a) authorized an item for warranty coverage in connection with a Warranty Transaction, or (b) performed risk analysis on the item submitted as a Verification Transaction and that there is reasonably low risk that the item will become a Return Item. **"TeleCheck Parties"** means TeleCheck and its officers, directors, employees, shareholders, agents and attorneys. **"TRP Authorization Receipt"** is an Authorization specific to a TRP Verification Transaction that consists of a written authorization provided by a Consumer that permits processing an electronic fund transfer against the Consumer's demand deposit account. **"TRP Verification Maximum"** means the total dollar amount permitted per TRP Verification Transaction as set forth on the Fee Schedule. **"TRP Verification Transaction"** is a type of Verification Transaction in which a payment initiated and authorized by a Consumer is processed under this Agreement as an electronic fund transfer or remotely created check. **"Verification Transaction"** means a contemporaneous payment transaction initiated by a Consumer between Participant and the Consumer that is processed using the risk analysis and settlement services provided under this Agreement. **"Warranty Maximum"** means the total dollar amount permitted per Warranty Transaction (which may be designated by specific product/service) as set forth on the Fee Schedule. **"Warranty Transaction"** means a contemporaneous payment transaction initiated by a Consumer between Participant and the Consumer that is processed and subject to warranty services under this Agreement.

3. Services Provided to Participant.

- 3.A. **Warranty Services.** TeleCheck will provide Participant with (i) coded information to assist it in determining whether to accept an item; (ii) processing services; and (iii) certain warranty services for items that comply with the applicable warranty requirements below (collectively, the **"Warranty Services"**; together with Verification Services, defined below, the **"Services"**);

all as specifically set forth in this Agreement. TeleCheck warrants the accuracy of the information it provides to Participant in connection with an item processed using the warranty services when TeleCheck issues a TeleCheck Approval Code and so long as the item meets all applicable warranty requirements. TeleCheck has sole discretion to determine whether or not to issue a TeleCheck Approval Code. TeleCheck's obligation to purchase each Warranty Transaction Item that received a TeleCheck Approval Code, met the warranty requirements and became a Return Item (a) will not exceed an amount equal to the Warranty Maximum and (b) will not exceed (in any event) the amount of the Return Item. PARTICIPANT'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE INFORMATION WARRANTY CONTAINED IN THIS PARAGRAPH WILL BE THE RIGHT TO REQUIRE TELECHECK TO PURCHASE RETURN ITEMS THAT MEET THE WARRANTY REQUIREMENTS AND FOR WHICH PARTICIPANT RECEIVED A TELECHECK APPROVAL CODE. Participant is not authorized to use the Services in connection with any transaction conducted, in whole or in part, over the Internet or in any non face-to-face transaction except as specifically provided for in this Agreement. Participant will not resell the Services to any third party. This Agreement is solely between Participant and TeleCheck; and, during the Term (defined below), Participant will process all of the items it receives at locations receiving services under this Agreement from Consumers as payment for Participant's goods or services using TeleCheck's Services prior to accepting such items.

3A.1 Each Warranty Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the requirements listed below. Additional requirements unique to specific Warranty Services are detailed within.

- (i) The check is a first party item drawn on the Consumer's account at a US financial institution, payable to Participant;
- (ii) Participant (a) submitted the item to TeleCheck in accordance with TeleCheck's operating procedures, (b) submitted the check's MICR (magnetic ink character recognition) line information, and Consumer's identification type and number, (c) obtained a single TeleCheck Approval Code for each item, and (d) did not perform the Warranty Transaction in manner that attempted to avoid the warranty requirements or Warranty Maximum (as more fully described in Section 3(vi)), including through split sales;
- (iii) The Warranty Transaction represents an obligation of the Consumer at the point of sale (no phone, mail or Internet transactions, except as allowable for Internet Check Acceptance as set forth herein) for goods or services sold, rented or rendered for the price of such goods or services. The Warranty Transaction is not a transaction for credit, cash or payment on an existing debt, credit account or check already due to Participant that is not reasonably tied to Participant's services (i.e., a payment due at the end of a billing cycle for services rendered since the end of the immediately preceding billing cycle is not a prohibited transaction for a debt, credit account or check already due);
- (iv) The date of the check and the ECA Warranty Transaction are within one (1) calendar day of: (a) the date the item was submitted to TeleCheck for processing, and (b) the date the transaction actually occurred (items may not pre-date or post-date the date they are submitted to TeleCheck for processing and the transaction date by more than one day);
- (v) The ECA Warranty Transaction is not subject to any stop payment, dispute or set-off (unless do to fraud that is not subject to a chargeback under Section 3(vi));
- (vi) Participant has no reason to question or notice of any fact, circumstance or defense that would impair the validity or collectability of the Consumer's item or relieve the Consumer from liability for it; and
- (vii) Participant agrees to cooperate in good faith with TeleCheck to promptly identify Consumers that have filed bankruptcy and notified Participant of such bankruptcy.

3A.2 ECA Services. TeleCheck will provide Participant with its Electronic Check Acceptance® (ECA®) check based payment processing services that convert eligible paper checks to electronic fund transfers and accompanying warranty services ("ECA Services", which term is incorporated within the term Services).

3A.2.1 Each ECA Warranty Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The name of the Consumer is imprinted on the check by the check manufacturer;
- (ii) The Consumer signed an ECA Authorization Receipt that authorized debiting its account and the amount to be debited for each item submitted to TeleCheck for processing as an ECA Warranty Transaction;
- (iii) The amount of the ECA Warranty Transaction entered into the TeleCheck system and the amount on the ECA Authorization Receipt match exactly and do not exceed the Warranty Maximum;
- (iv) The check to which the ECA Warranty Transaction relates: (a) has not been used in any other transaction, (b) is voided on the front by the Consumer or Participant during processing, and (c) is returned to the Consumer at the point of sale during processing of the ECA Warranty Transaction; and
- (v) Participant posted the notices required to authorize the ECA Warranty Transaction and the Return Check Fee in a prominent and conspicuous location and provided a copy of such notices to the Consumer as directed by TeleCheck and required by applicable NACHA Rules, Regulation E and Legal Requirements.

3A.2.2 ECA Authorization Receipt. Participant will (i) maintain a copy (electronic or physical) of each signed ECA Authorization Receipt for a minimum period of two (2) years from the date of the ECA Warranty Transaction, or for the period specified by the NACHA Rules, whichever is longer; (ii) deliver a legible copy (physical or electronic) of the ECA Authorization Receipt to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit

TeleCheck to audit Participant (upon ten (10) days written notice, during normal business hours and at TeleCheck's expense) for compliance with this requirement.

3A.2.3 ECA Initiated Paper Warranty Transaction Requirements. In some instances, ECA Warranty Transactions that are initiated for processing as an electronic fund transfer may be approved and processed as a paper check or remotely created check. Each ECA Warranty Transaction Participant submits to TeleCheck for processing under this Agreement that is processed as an ECA Initiated Paper Warranty Transaction will comply with the following requirements:

- (i) The check is completely and properly filled out. The name and address of the Consumer is imprinted on the check by the check manufacturer. If a P.O. Box is used, or an address is not imprinted by the check manufacturer, a physical address (which may be a rural route or highway location number) is written on the check according to TeleCheck's operating procedures;
- (ii) The Consumer's signature in the signature block on the check is not substantially different from the name imprinted on the check (or the signature on the Consumer's identification when provided for verification);
- (iii) Participant's TeleCheck Merchant ID, the Consumer's telephone number (including area code), identification type and number, and TeleCheck Approval Code are all printed or written on the check according to TeleCheck's operating procedures;
- (iv) The amount shown in words and figures on the check is (a) less than or equal to the amount entered into the TeleCheck system, or (b) no more than \$1.00 over the amount entered into the TeleCheck system, and does not exceed the Warranty Maximum; and
- (v) Participant deposited the check in Participant's Account and, upon the check becoming a Return Item, TeleCheck received the Return Item for purchase within thirty (30) days of the date that Participant originally received the check. Further, Participant's financial institution must send the Return Item to TeleCheck for purchase after presenting the item for payment only once (i.e., items may not be sent to TeleCheck for purchase in connection with warranty services after re-presentation, whether paper or electronic).

3A.3. Paper Services. TeleCheck will provide Participant with its paper check based payment processing and accompanying warranty services ("Paper Services", which term is incorporated within the term Services). Each Paper Warranty Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The check is completely and properly filled out. The name and address of the Consumer is imprinted on the check by the check manufacturer. If a P.O. Box is used, or an address is not imprinted by the check manufacturer, a physical address (which may be a rural route or highway location number) is written on the check according to TeleCheck's operating procedures;
- (ii) The Consumer's signature in the signature block on the check is not substantially different from the name imprinted on the check (or the signature on the Consumer's identification when provided for verification);
- (iii) Participant's TeleCheck Merchant ID, the Consumer's telephone number (including area code), identification type and number, and TeleCheck Approval Code are all printed or written on the check according to TeleCheck's operating procedures;
- (iv) The amount shown in words and figures on the check is (a) less than or equal to the amount entered into the TeleCheck system, or (b) no more than \$1.00 over the amount entered into the TeleCheck system, and does not exceed the Warranty Maximum;
- (v) Participant deposited the check in Participant's Account and, upon the check becoming a Return Item, TeleCheck receives the Return Item for purchase within thirty (30) days of the date that Participant originally received the check. Further, Participant's financial institution must send the Return Item directly to TeleCheck for purchase after presenting the item for payment only once (i.e., items may not be sent to TeleCheck for purchase in connection with warranty services after re-presentation, whether paper or electronic);

3A.4 ICA Services. TeleCheck will provide Participant with its Internet Check Acceptance® (ICA®) electronic check based payment processing services that allow Consumers to initiate a payment via the Internet as an electronic fund transfer and accompanying warranty services ("ICA Services", which term is incorporated within the term Services).

3A.4.1 Each ICA Warranty Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The Consumer provided an ICA Authorization Receipt that authorized debiting its account and the amount to be debited for each item submitted to TeleCheck for processing as an ICA Warranty Transaction;
- (ii) The Consumer provided its name, physical address (no P.O. Box), telephone number (including area code), date of electronic check authorization, check number, check type (personal or business), MICR (magnetic ink character recognition) line information (i.e., bank routing and account number), and identification type and number as required by the website;
- (iii) The amount of the ICA Warranty Transaction entered into the TeleCheck system and the amount on the ICA Authorization Receipt match exactly and do not exceed the Warranty Maximum;

- (iv) Participant authenticated the Consumer's identity, employed website security and Internet session security standards, performed Internet security audits and posted notices required to process the ICA Warranty Transaction and any Return Check Fee(s) as required by applicable NACHA Rules, Regulation E and Legal Requirements.
- 3A.4.2 ICA Authorization Receipt. Participant will (i) maintain a copy (electronic or physical) of each ICA Authorization Receipt for a minimum period of two (2) years from the date of the ICA Warranty Transaction, or for the period specified by the NACHA Rules, whichever is longer; (ii) deliver a legible copy (physical or electronic) of the ICA Authorization Receipt to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit TeleCheck to audit Participant (upon ten (10) days written notice, during normal business hours and at TeleCheck's expense) for compliance with this requirement.
- 3A.4.3 ICA Website Notation. Participant will note the availability of the ICA Services on its website (including the TeleCheck logo on the point of sale and/or the checkout pages); provided, the location, size and duration of such notation will be at Participant's sole discretion.
- 3A.5 CBP Services. TeleCheck will provide Participant with its Checks By PhoneSM (CBPSM) phone check payment processing services that allow Consumers to initiate payments via the telephone as electronic fund transfers and accompanying warranty services ("CBP Services", which term is incorporated within the term Services).
- 3A.5.1 Each CBP Warranty Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirements:
- (i) The CBP Warranty Transaction did not result from Participant initiating an unsolicited telephone call to a Consumer with whom Participant had no prior relationship;
 - (ii) The Consumer provided a CBP Authorization Receipt that verbally authorized debiting its account and the amount to be debited for each item submitted to TeleCheck for processing as a CBP Warranty Transaction;
 - (iii) The Consumer provided its name, physical address (no P.O. Box), telephone number (including area code), date of phone check authorization, check number, check type (personal or business), MICR (magnetic ink character recognition) line information (i.e., bank routing and account number), and identification type and number according to TeleCheck's operating procedures;
 - (iv) The amount of the CBP Warranty Transaction entered into the TeleCheck system and the amount on the CBP Authorization Receipt match exactly and do not exceed the Warranty Maximum;
 - (v) Participant complied with the applicable provisions of the Federal Trade Commission Telemarketing Sales Rule (16 C.F.R. Part 310), as may be amended, and provided the notices required to process the CBP Warranty Transaction and any Return Check Fee(s) as required by applicable NACHA Rules, Regulation E and Legal Requirements.
- 3A.5.2 CBP Authorization Receipt. Participant will (i) maintain a copy (electronic or physical) of each CBP Authorization Receipt, or a copy (electronic or physical) of the written notice provided to the Consumer confirming its verbal authorization of the CBP Warranty Transaction item, for a minimum period of two (2) years from the date of the CBP Warranty Transaction, or for the period specified by the NACHA Rules, whichever is longer; (ii) deliver a legible copy (physical or electronic) of the CBP Authorization Receipt or written confirmation notice provided to the Consumer to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit TeleCheck to audit Participant (upon ten (10) days written notice, during normal business hours and at TeleCheck's expense) for compliance with this requirement. If Participant elects not to make a recording of the Consumer's verbal authorization for its CBP Warranty Transaction item, Participant will provide the Consumer with written notice confirming the Consumer's verbal authorization of the CBP Warranty Transaction item in such format as TeleCheck requires prior to settlement of the item. Notwithstanding the requirements of this Section, if TeleCheck provides Consumers with the written confirmation notices required in connection with CBP Warranty Transactions on Participant's behalf, Participant will not be responsible for maintaining records of the CBP Authorization Receipts or copies of the written notice confirmations.
- 3A.6 Assignment of Warranty Transactions. By execution of this Agreement, Participant ASSIGNS, TRANSFERS AND CONVEYS to TeleCheck all of Participant's rights, title and interest in any Warranty Transaction that TeleCheck processed under this Agreement that (i) complied with the applicable warranty requirements; (ii) received a TeleCheck Approval Code; and (iii) became a Return Item. Participant agrees, at TeleCheck's request, to take any action reasonably deemed necessary by TeleCheck to aid in the enforcement of such rights.
- 3A.7 Processing Notices; Return Item Fees. Participant will post and provide such notices (including any updates) to Consumers, that TeleCheck indicates are required pursuant to the NACHA Rules, Regulation E or other applicable Legal Requirements in order for TeleCheck to process Participant's items and collect any applicable Return Item Fees as electronic fund transfers, paper drafts or otherwise. Further, Participant will assess a Return Item Fee on all Return Items, which TeleCheck will be entitled to collect and retain from Consumers.

- 3A.8 "Goodwill" of a Non-Compliance Item. TeleCheck, in its sole discretion, may elect not to chargeback or reassign a specific item that becomes a Return Item and that is not subject to warranty services because it fails to comply with the applicable warranty requirements set forth in this Agreement. Such discretionary election by TeleCheck will not (i) constitute a course of dealing or a waiver of TeleCheck's right to chargeback or reassign any other non-compliant Return Item, or (ii) prevent TeleCheck from charging back or reassigning any other past or subsequent Return Item (related or unrelated).
- 3A.9 Updating Information. Participant agrees to promptly notify TeleCheck if any Consumers make a payment to Participant in connection with any Return Item that is subject to warranty services under this Agreement, return any goods associated therewith or otherwise cancel any services represented thereby (in such manner that the Return Item is fully or partially satisfied), and to identify such Consumers.
- 3B. **Verification Services.** TeleCheck will provide Participant with (i) coded information to assist it in determining whether to accept an item; and (ii) processing services (collectively, the "Verification Services"); all as specifically set forth in this Agreement. THE SERVICES ARE NOT CHECK WARRANTY SERVICES. TELECHECK'S ISSUANCE OF A TELECHECK APPROVAL CODE OR ACCEPTANCE OF AN ITEM FOR PROCESSING IS NOT A REPRESENTATION OR WARRANTY BY TELECHECK THAT THE ITEM WILL NOT BECOME A RETURN ITEM. TELECHECK HAS SOLE DISCRETION TO DETERMINE WHETHER OR NOT TO ISSUE A TELECHECK APPROVAL CODE; AND MAY REFUSE TO PROCESS ANY VERIFICATION TRANSACTION SUBMITTED BY PARTICIPANT UNDER THIS AGREEMENT. PARTICIPANT WILL BE SOLELY RESPONSIBLE FOR THE DECISION WHETHER TO ACCEPT OR REJECT ANY ITEM AS PAYMENT FOR ITS PRODUCTS OR SERVICES. PARTICIPANT ASSUMES ALL RISKS THAT ANY OR ALL ITEMS IT ACCEPTS AS PAYMENT AND THAT WERE PROCESSED USING THE SERVICES MAY BECOME RETURN ITEMS, WHETHER OR NOT TELECHECK PROVIDED PARTICIPANT WITH A TELECHECK APPROVAL CODE. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TELECHECK WILL HAVE NO LIABILITY TO PARTICIPANT FOR RETURN ITEMS OR IN CONNECTION WITH CONSUMERS; AND PARTICIPANT WILL BE SOLELY LIABLE FOR ANY LOSSES RELATED TO RETURN ITEMS. Participant is not authorized to use the Services in connection with any transaction conducted, in whole or in part, over the Internet or in any non face-to-face transaction except as specifically provided for in this Agreement. Participant will not resell the Services to any third party. This Agreement is solely between Participant and TeleCheck; and, during the Term (defined below), Participant will process all of the eligible items it receives from Consumers as payment for Participant's goods or services using TeleCheck's Services prior to accepting such items.
- 3B.1 Each Verification Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the requirements listed below. Additional requirements unique to specific Verification Services are detailed within.
- (i) The item (a) is based on a first party check drawn on the Consumer's account at a US financial institution, and (b) is payable to Participant; and
 - (ii) Participant (a) submitted the item to TeleCheck in accordance with TeleCheck's operating procedures, (b) submitted the check's MICR (magnetic ink character recognition) line information, and Consumer's identification type and number, and (c) obtained a single TeleCheck Approval Code for each item.
- 3B.2 **ECA Verification Services.** TeleCheck will provide Participant with its Electronic Check Acceptance[®] (ECA[®]) check based payment processing services that convert eligible paper checks to electronic fund transfers ("ECA Verification Services", which term is incorporated within the term Services).
- 3B.2.1 Each ECA Verification Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirements:
- (i) The item is (a) properly filled out and (b) represents an obligation of the Consumer at the point of sale (no phone, mail or Internet transactions) for goods or services sold, rented or rendered for the price of such goods or services;
 - (ii) The Consumer signed an ECA Authorization Receipt that authorized debiting its account and the amount to be debited for each item submitted to TeleCheck for processing as an ECA Verification Transaction; and
 - (iii) Participant posted the notices required to authorize the ECA Verification Transaction and any Return Check Fee in a prominent and conspicuous location, and provided a copy of such notices to the Consumer as directed by TeleCheck and required by applicable NACHA Rules, Regulation E and Legal Requirements.
- 3B.2.2 **ECA Authorization Receipt.** Participant will (i) maintain a copy (electronic or physical) of each signed ECA Authorization Receipt for a minimum period of two (2) years from the date of the ECA Verification Transaction, or for the period specified by the NACHA Rules, whichever is longer; (ii) deliver a legible copy (physical or electronic) of the ECA Authorization Receipt to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit TeleCheck to audit Participant (upon ten (10) days written notice, during normal business hours and at TeleCheck's expense) for compliance with this requirement.
- 3B.2.3 **ECA Initiated Paper Verification Transaction Requirements.** In some instances, ECA Verification Transactions that are initiated for processing as an electronic fund transfer may be approved and processed as a paper check or remotely created check. Each ECA Verification Transaction Participant submits to TeleCheck for processing under this Agreement that is processed as an ECA Initiated Paper Verification Transaction will comply with the

following requirement: The Item is (a) properly filled out, and (b) represents an obligation of the Consumer at the point of sale (no phone, mail or Internet transactions) for goods or services sold, rented or rendered for the price of such goods or services.

3B.3 Paper Verification Services. TeleCheck will provide Participant with its paper check based payment processing services ("Paper Verification Services", which term is incorporated within the term Services). Each Paper Verification Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirements: The Item is (a) properly filled out, and (b) represents an obligation of the Consumer at the point of sale (no phone, mail or Internet transactions) for goods or services sold, rented or rendered for the price of such goods or services.

3B.4 ICA Verification Services. TeleCheck will provide Participant with its Internet Check Acceptance® (ICA®) electronic check based payment processing services that allow Consumers to initiate a payment via the Internet as an electronic fund transfer ("ICA Verification Services", which term is incorporated within the term Services).

3B.4.1 Each ICA Verification Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The Item represents an obligation of the Consumer for goods or services sold, rented or rendered for the price of such goods or services;
- (ii) The Consumer provided an ICA Authorization Receipt that authorized debiting its account and the amount to be debited for each Item submitted to TeleCheck for processing as an ICA Verification Transaction; and Participant authenticated the Consumer's identity, employed website security and Internet session security standards, performed Internet security audits and posted notices required to process the ICA Verification Transaction and any Return Check Fee(s) as required by applicable NACHA Rules, Regulation E and Legal Requirements.

3B.4.2 ICA Authorization Receipts. Participant will (i) maintain a copy (electronic or physical) of each ICA Authorization Receipt for a minimum period of two (2) years from the date of the ICA Verification Transaction, or for the period specified by the NACHA Rules, whichever is longer; (ii) deliver a legible copy (physical or electronic) of the ICA Authorization Receipt to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit TeleCheck to audit Participant (upon ten (10) days written notice, during normal business hours and at TeleCheck's expense) for compliance with this requirement.

3B.4.3 ICA Website Notation. Participant will note the availability of the ICA Verification Services on its website (including the TeleCheck logo on the point of sale and/or the checkout pages); provided, the location, size and duration of such notation will be at Participant's sole discretion.

3B.5 CBP Verification Services. TeleCheck will provide Participant with its Checks By Phone™ (CBP™) phone check payment processing services that allow Consumers to initiate payments via the telephone as electronic fund transfers ("CBP Verification Services", which term is incorporated within the term Services).

3B.5.1 Each CBP Verification Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The Item represents an obligation of the Consumer for goods or services sold, rented or rendered for the price of such goods or services;
- (ii) The CBP Verification Transaction did not result from Participant initiating an unsolicited telephone call to a Consumer with whom Participant had no prior relationship;
- (iii) The Consumer provided (a) a CBP Authorization Receipt that verbally authorized debiting its account and the amount to be debited for each Item submitted to TeleCheck for processing as a CBP Verification Transaction, and (b) submitted its name and MICR (magnetic ink character recognition) line information (i.e., bank routing and account number) according to TeleCheck's operating procedures; and
- (iv) Participant complied with the applicable provisions of the Federal Trade Commission Telemarketing Sales Rule (16 C.F.R. Part 310), as may be amended, and provided the notices required to process the CBP Verification Transaction and any Return Check Fee(s) as required by applicable NACHA Rules, Regulation E and Legal Requirements.

3B.5.2 CBP Authorization Receipt. Participant will (i) maintain a copy (electronic or physical) of each CBP Authorization Receipt, or a copy (electronic or physical) of the written notice provided to the Consumer confirming its verbal authorization of the CBP Verification Transaction Item, for a minimum period of two (2) years from the date of the CBP Verification Transaction, or for the period specified by the NACHA Rules, whichever is longer; (ii) deliver a legible copy (physical or electronic) of the CBP Authorization Receipt or written confirmation notice provided to the Consumer to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit TeleCheck to audit Participant (upon ten (10) days written notice, during normal business hours and at TeleCheck's expense) for compliance with this requirement. If Participant elects not to make a recording of the Consumer's verbal authorization for its CBP Verification Transaction Item, Participant will provide the Consumer with written notice confirming the Consumer's verbal authorization of the CBP Verification Transaction Item in such format as

TeleCheck requires prior to settlement of the item. Notwithstanding the requirements of this Section, if TeleCheck provides Consumers with the written confirmation notices required in connection with CBP Verification Transactions on Participant's behalf, Participant will not be responsible for maintaining records of the CBP Authorization Receipts or copies of the written notice confirmations.

3B.6 Lockbox Verification Services. TeleCheck will provide Participant with its paper check based payment processing services for checks delivered by Consumers to Participant's lockbox via US mail, courier or other means ("*Lockbox Verification Services*", which term is incorporated within the term *Services*).

3B.6.1 Each Lockbox Verification Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The item is (a) properly filled out, and (b) represents an obligation of the Consumer for goods or services sold, rented or rendered for the price of such goods or services;
- (ii) The check was sent to Participant through the US mail or otherwise delivered to Participant's drop box; and
- (iii) The Consumer was provided with a Lockbox Authorization Notice that is effective for each item Participant submits to TeleCheck for processing as a Lockbox Verification Transaction, and the Consumer did not indicate to Participant that the check was not to be converted to an electronic fund transfer.

3B.6.2 Lockbox Authorization Notice. Participant will (i) maintain copies (electronic or physical) of its Lockbox Authorization Notice(s) for a minimum period of two (2) years from the date of corresponding Lockbox Verification Transaction(s), or for the period specified by the NACHA Rules, whichever is longer; (ii) deliver a legible copy of the (may be physical or electronic) Lockbox Authorization Notice(s) to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit TeleCheck to audit Participant (upon ten (10) days written notice, during normal business hours and at TeleCheck's expense) for compliance with this requirement.

3B.7 Mail Order Verification Services. TeleCheck will provide Participant with its paper check based payment processing services for checks delivered by Consumers to Participant via mail order (e.g., catalog orders) ("*Mail Order Verification Services*", which term is incorporated within the term *Services*). Each Mail Order Verification Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirement: The item is (a) properly filled out, and (b) represents an obligation of the Consumer for goods or services sold, rented or rendered for the price of such goods or services.

3B.8 COD Verification Services. TeleCheck will provide Participant with its paper check based payment processing services that allow Participant to obtain a pre-approval for a check that a Consumer will provide as payment for the purchase of goods or services that Participant will deliver remotely to the Consumer (e.g., a transaction in which a check is provided for payment when building materials are delivered to the Consumer's work site) ("*COD Verification Services*", which term is incorporated within the term *Services*). Each COD Verification Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The item is (a) properly filled out, and (b) represents an obligation of the Consumer for goods or services sold, rented or rendered for the price of such goods or services; and
- (ii) To obtain a TeleCheck Authorization Code for a COD Verification Transaction Item, Participant will need to estimate the freight and handling charges and include these charges in the amount of the COD Verification Transaction Item when submitting it for processing by TeleCheck. The amount of the COD Verification Transaction Item must be within ten percent (10%) of the amount submitted to TeleCheck for processing.

3B.9 Check Cashing Verification Services. TeleCheck will provide Participant with its paper check based payment processing services that allow a Consumer to obtain cash back for a check it presents to Participant ("*Check Cashing Verification Services*", which term is incorporated within the term *Services*). Each Check Cashing Verification Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirement:

- (i) The check is a first party check, completely and properly filled out, payable to the Consumer writing or presenting the check that is (a) drawn on the Consumer's account at a US financial institution, (b) a government entity check or (c) a company payroll, expense reimbursement or non-medical insurance reimbursement check.

3B.10 POA Verification Services. TeleCheck will provide Participant with its check based payment processing services for checks that are provided to Participant for payment on a Consumer's account that is tied to a Participant issued, branded or co-branded credit card ("*POA Verification Services*", which term is incorporated within the term *Services*).

3B.10.1 Each POA Verification Transaction Participant submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The item is (a) properly filled out, and (b) is for payment on an existing account on which a balance is owed that Consumer maintains with Participant and that is tied to a Participant issued, branded or co-branded credit card; and

- (ii) If processed electronically, the Consumer signed a POA Authorization Receipt that authorized debiting its account and the amount to be debited for each item submitted to TeleCheck for processing as a POA Verification Transaction.
- 3B.10.2 POA Authorization Receipt. Participant will (i) maintain a copy (electronic or physical) of each signed POA Authorization Receipt for a minimum period of two (2) years from the date of the POA Verification Transaction, or for the period specified by the NACHA Rules (whichever is longer); (ii) deliver a legible copy (physical or electronic) of the POA Authorization Receipt to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit TeleCheck to audit Participant for compliance with these requirements.
- 3B.11 Pro-21 Lockbox Verification Services. TeleCheck will provide Participant with its paper check based payment processing services for checks that are delivered by Consumers to Participant's lockbox via US mail, courier or other means, but which may not be settled using the ACH Network ("Pro-21 Lockbox Verification Services", which term is incorporated within the term Services).
 - 3B.11.1 Pro-21 Lockbox Images that Participant provided to TeleCheck for processing will be submitted by TeleCheck through the banking system to obtain payment from the Consumer's account. TeleCheck will process Pro-21 Lockbox Images using the Images submitted by Participant, and Participant authorizes TeleCheck to deposit the Pro-21 Lockbox Images that Participant submits into TeleCheck's financial institution account ("TeleCheck Account") in order to obtain payment for the Pro-21 Lockbox Images through the banking system. Following deposit of Pro-21 Lockbox Images into TeleCheck's financial institution account and submission of the Images to the banking system for processing, TeleCheck will receive payment for the Pro-21 Lockbox Images from Consumer's financial institutions and then promptly credit Participant's Account via electronic fund transfer for the payments received in connection with Participant's Pro-21 Lockbox Images that TeleCheck submitted through its financial institution account for payment via the banking system.
 - 3B.11.2 Participant will maintain all physical checks corresponding to the Pro-21 Lockbox Images that it submits to TeleCheck for at least 21 days, and will be responsible for depositing these checks in the event TeleCheck advises Participant that the corresponding Pro-21 Lockbox Images were not capable of being processed under the Check 21 Act.
 - 3B.11.3 TELECHECK MAKES NO REPRESENTATIONS OR WARRANTIES THAT A PRO-21 LOCKBOX IMAGE CAN OR WILL BE SETTLED FOR PAYMENT. PARTICIPANT ACKNOWLEDGES THAT IMAGES SUBMITTED TO TELECHECK WHICH ARE NOT LEGALLY SUFFICIENT UNDER THE CHECK 21 ACT ARE NOT ELIGIBLE FOR SETTLEMENT THROUGH THE BANKING SYSTEM. PARTICIPANT FURTHER ACKNOWLEDGES THAT IT MUST MAINTAIN ALL PHYSICAL CHECKS CORRESPONDING TO THE PRO-21 LOCKBOX IMAGES IT PROVIDES TO TELECHECK FOR AT LEAST 21 DAYS FROM THE DATE THEY ARE PROVIDED TO TELECHECK FOR PROCESSING IN ORDER FOR PARTICIPANT TO PHYSICALLY DEPOSIT THE CHECKS THAT MAY NOT BE SETTLED USING THE PRO-21 LOCKBOX SERVICES FOR TRADITIONAL PAYMENT PROCESSING THROUGH THE BANKING SYSTEM.
- 3B.12 TRP Verification Services TeleCheck will provide Participant with its TeleCheck Remote Pay (TRP) electronic check based payment processing services that allow Consumers to initiate single or periodic recurring prearranged payment and deposit transactions by executing a TRP Authorization Receipt, process such transactions as electronic fund transfers and provide accompanying Verification services ("TRP Services", which term is incorporated within the term Services). TRP Verification Transaction Requirements.
 - 3B.12.1 Each TRP Verification Transaction Participant submits to TeleCheck for processing under this TRP Addendum will comply with the following requirements:
 - (i) The Consumer provided an TRP Authorization Receipt that authorized debiting its account and the amount to be debited for each item submitted to TeleCheck for processing as a TRP Verification Transaction; and
 - (ii) Participant authenticated the Consumer's identity, employed website security and Internet session security standards, performed Internet security audits and posted notices required to process the TRP Verification Transaction and any Return Check Fee(s) as required by applicable NACHA Rules, Regulation E and Legal Requirements.
 - 3B.12.2 TRP Authorization Receipt. Participant will (i) maintain a copy (electronic or physical) of each TRP Authorization Receipt for a minimum period of two (2) years from the date of the TRP Verification Transaction, or for the period specified by the NACHA Rules, whichever is longer; (ii) deliver a legible copy (physical or electronic) of the TRP Authorization Receipt to TeleCheck within seven (7) days of TeleCheck's request; and (iii) permit TeleCheck to audit Participant (upon ten (10) days written notice, during normal business hours and at TeleCheck's expense) for compliance with this requirement.
- 3B.13 E-Deposit Services. TeleCheck will provide Participant with its check based payment processing services that convert eligible paper checks to E-Deposit Images that may be settled via electronic fund transfers ("E-Deposit Services", which term is incorporated within the term Services).

3B.13.1 Each E-Deposit Transaction that Participant submits to TeleCheck for processing under this Agreement will comply with the following requirements:

- (i) The Item represents an obligation of the Consumer for the purchase or payment for goods or services provided by Participant for the price of such goods or services;
- (ii) Participant has no reason to question or notice of any fact, circumstance or defense that would impair the validity or collectability of the Item that Participant submits to TeleCheck for processing as an E-Deposit Transaction;
- (iii) Participant will not submit, and has not submitted, the E-Deposit Transaction Item to TeleCheck for authorization and processing under any TeleCheck warranty service that Participant receives from TeleCheck (in the event Participant submits the E-Deposit Transaction Item for warranty processing, it will constitute a violation of TeleCheck's Operating Procedures and warranty requirements and TeleCheck will not warranty such Items, whether or not a TeleCheck Approval Code was provided to Participant); and
- (iv) Participant complied with Applicable Law.

3B.13.2 E-Deposit Images that Participant provides to TeleCheck for processing will be submitted by TeleCheck through the banking system to obtain payment from the Consumer's account. TeleCheck will process E-Deposit Images using Images submitted by Participant, and Participant authorizes TeleCheck to deposit Participant's E-Deposit Images into TeleCheck's financial institution account ("*TeleCheck Account*") in order to obtain payment for the E-Deposit Image Items through the banking system promptly. E-DEPOSIT SERVICES ARE NOT PAYMENT WARRANTY SERVICES AND ARE ELECTRONIC SETTLEMENT SERVICES ONLY. TELECHECK MAKES NO REPRESENTATIONS OR WARRANTIES THAT AN E-DEPOSIT IMAGE CAN OR WILL BE SETTLED FOR PAYMENT. PARTICIPANT ACKNOWLEDGES THAT E-DEPOSIT IMAGES SUBMITTED TO TELECHECK WHICH ARE NOT LEGALLY SUFFICIENT UNDER THE CHECK 21 ACT ARE NOT ELIGIBLE FOR SETTLEMENT THROUGH THE BANKING SYSTEM. PARTICIPANT FURTHER ACKNOWLEDGES THAT IT MUST MAINTAIN ALL PHYSICAL CHECKS CORRESPONDING TO THE E-DEPOSIT IMAGES IT PROVIDES TO TELECHECK FOR AT LEAST 21 DAYS FROM THE DATE THEY ARE PROVIDED TO TELECHECK FOR PROCESSING IN ORDER FOR PARTICIPANT TO PHYSICALLY DEPOSIT THE CHECKS THAT MAY NOT BE SETTLED USING THE E-DEPOSIT SERVICES FOR TRADITIONAL PAYMENT PROCESSING THROUGH THE BANKING SYSTEM. TeleCheck will have no liability to Participant for any item processed as an E-Deposit Transaction that subsequently becomes a Return Item, and will not make any payment to Participant for losses due to E-Deposit Transactions that are properly processed through the E-Deposit Services. PARTICIPANT ASSUMES ALL RISK THAT E-DEPOSIT TRANSACTIONS MAY BECOME RETURN ITEMS, REGARDLESS OF THE REASON OR TIMING. Participant will be fully responsible to TeleCheck for payment for all E-Deposit Transactions that become Return Items, and TeleCheck may debit Participant's Account, or deduct or offset all E-Deposit Transactions that become Return Items against any amounts owed to Participant.

3B.14 Processing Notices. Participant will post and provide such notices (including any updates) to Consumers, that TeleCheck Indicates are required pursuant to the NACHA Rules, Regulation E or other applicable Legal Requirements in order for TeleCheck to process Participant's Items.

4. Chargeback. TeleCheck may chargeback any Warranty Transaction it processed as a check, electronic fund transfer or remotely created check, or reassign any paper check or Item to Participant that it purchased in any of the following circumstances:

- (i) The goods or services (in whole or in part) for which the Item was issued have been returned to Participant, have not been delivered by Participant, or are subject to any stop payment, dispute or setoff;
- (ii) Participant received full or partial payment or security in any form to secure payment of the Item, or the goods or services for which the Item was issued were initially delivered on credit or under a lease;
- (iii) The Warranty Transaction is for any reason void or invalid, applicable Legal Requirements prevent the purchase by or transfer of the Item to TeleCheck, or a court of law determines that the Item is (in whole or in part) not due and payable by Consumer (unless such determination results from a bankruptcy proceeding);
- (iv) Any of the applicable warranty requirements for Warranty Transactions set forth in this Agreement are breached;
- (v) Participant failed to comply with this Agreement;
- (vi) Participant, or any of its owners, agents or employees (a) materially altered the Item or Authorization, (b) processed the Warranty Transaction with reason to know (or should have reasonably known) that it was likely to be dishonored (including failure to receive a TeleCheck Approval Code), or that the Identification used or signature provided (to the extent an Identification or signature is required under the applicable warranty requirements) was forged or did not belong to the Consumer; or (c) processed the Warranty Transaction in a manner which was an attempt to avoid the warranty requirements or Warranty Maximum. "Knowledge" will be presumed in the presence of facts or circumstances which, if known, would cause a non-subscribing merchant, using commercially reasonable judgment, to independently refuse to accept an item. "Knowledge" is also presumed where there is evidence of Participant's attempt to avoid warranty limitations through manipulation of transactions, including, but not limited to the splitting of a single transaction into smaller components or resubmission of a previously denied transaction;

- (vii) A duplicate item related to the same transaction was received and processed; or, in the case of a Warranty Transaction processed as an electronic fund transfer, the check giving rise to the item was deposited, thereby creating a duplicate entry against Consumer's financial institution account;
- (viii) The closeout of any batches (if applicable) or transmission of Warranty Transactions to TeleCheck for settlement processing did not occur within seven (7) business days (or such timeline that is specifically set forth in the warranty requirements) from the date the TeleCheck Approval Code was issued for the corresponding Warranty Transactions;
- (ix) The Consumer disputes authorizing the item, or the validity or accuracy of a debit made to the Consumer's financial institution account in connection with a Warranty Transaction (except in the case of a fraud committed by a third party using a Consumer's check); or
- (x) Any Authorization required by the NACHA Rules, Regulation E or applicable Legal Requirements was incomplete, unsigned or Participant failed to provide TeleCheck with a legible copy of the Authorization within seven (7) days of a request for it.

Participant will immediately notify TeleCheck if Participant has Knowledge that any of the above circumstances has occurred in connection with a Warranty Transaction. TeleCheck may debit Participant's Account, or offset amounts due Participant, in the amount paid by TeleCheck for any Warranty Transaction that is reassigned or charged back under this Section; or, promptly upon request, Participant will remit the amount of the item to TeleCheck. TeleCheck may also charge back to Participant any amount over the Warranty Maximum on any Warranty Transaction for which TeleCheck has not received payment from a Consumer or a Consumer's financial institution within sixty (60) days of the date of the Warranty Transaction. Upon reassigning, charging back or charging back any amount in connection with an item, TeleCheck will have no further liability to Participant for the item. Participant will continue to bear full responsibility for any chargebacks and adjustments made under this Section following expiration or termination of this Agreement.

5. Electronic Funds Transfer Processing.

- 5.1 **Funding.** TeleCheck will credit each Warranty Transaction and/or Verification Transaction processed under this Agreement via electronic fund transfer as part of a batch credit to Participant's account. TeleCheck will typically credit Participant's account within two (2) banking days following: (a), for host-based processing, TeleCheck's receipt and acceptance of Participant's completed Warranty Transactions and/or Verification Transactions before 9:00 p.m. Central Time (3:00 p.m. Central Time for ICA Warranty Transactions, ICA Verification Transactions, CBP Verification Transactions or CBP Warranty Transactions) each processing day; or (b), for batch processing after Participant's regular close-out of its point-of-sale terminal(s), TeleCheck's receipt and acceptance of Participant's saved, completed Warranty Transactions and/or Verification Transactions before 9:00 p.m. Central Time (batch processing is not applicable to ICA Warranty Transactions, ICA Verification Transactions, CBP Verification Transactions or CBP Warranty Transactions). TELECHECK RESERVES THE RIGHT TO DECLINE PROCESSING ANY TRANSACTION AS A WARRANTY TRANSACTION, AND RESERVES THE RIGHT TO DECLINE PROCESSING ANY VERIFICATION TRANSACTION AS AN ELECTRONIC FUNDS TRANSFER. TeleCheck may initiate any necessary adjustments to Participant's Account for items processed as Warranty Transactions and/or Verification Transactions; including, without limitation, chargebacks or partial adjustments. TeleCheck may recover the amount of any adjustments made to Participant's Account in connection with an item in the event the adjustment was made at Participant's request or as a result of a Participant error, and the item becomes a Return item. TeleCheck may also recover the amount of any fees from Participant that a Consumer paid to its financial institution as a result of adjustments made to an item due to a Participant error.

- 6.2 **Account Reconciliation.** In the event any Warranty Transaction and/or Verification Transactions is not funded or otherwise paid by TeleCheck in accordance with this Agreement, Participant must notify TeleCheck in writing of such failure within thirty (30) days from the date of the Warranty Transaction and/or Verification Transactions. TeleCheck will have no liability to Participant, and it is precluded from asserting any claims, damages or losses against TeleCheck, if Participant does not notify TeleCheck of a failure to fund or otherwise pay a Warranty Transaction and/or Verification Transactions within such thirty (30) day period.

6. Equipment.

- 6.1 **General.** Participant may purchase point-of-sale equipment and/or associated peripherals (collectively, "Equipment"), or TeleCheck may lease Equipment to Participant under a separate lease agreement, for use in connection with the Services provided under this Agreement. TeleCheck will retain title to Equipment it leases to Participant; provided, Participant bears the entire risk of loss for owned or leased Equipment. Participant will return leased Equipment to TeleCheck, ordinary wear and tear excepted, upon termination or expiration of this Agreement. TeleCheck will replace or repair Equipment at Participant's request, subject to the Fees set forth in Attachment B-Price Schedule of the Master Contract. If TeleCheck provides replacement Equipment to Participant via mail, or other delivery service, Participant must return its defective leased Equipment to TeleCheck within twenty (20) days or Participant will be deemed to have purchased the defective leased Equipment and will be billed for it. Participant will not permit anyone other than authorized representatives of TeleCheck to adjust, maintain, program or repair leased Equipment. Any telecommunications equipment (e.g., routers) that TeleCheck

provides to Participant in connection with the Services will remain TeleCheck's property and will be returned promptly upon termination or expiration of this Agreement. Participant will install all product updates to the Equipment, its software or firmware, within thirty (30) days of receiving the updates from TeleCheck.

- 6.2 **Equipment Software, Firmware License.** TeleCheck grants to Participant, and Participant accepts, a nonexclusive, non-assignable and nontransferable limited license to use the software and firmware provided with the Equipment, provided, Participant will not: (i) export the Equipment, software or firmware outside the US; (ii) copy or use the software, firmware or documentation provided by TeleCheck with the Equipment; (iii) sublicense or otherwise transfer any portion of such software, firmware, documentation or the Equipment; (iv) alter, change, reverse engineer, decompile, disassemble, modify or otherwise create derivative works of such software, firmware, documentation or the Equipment; (v) remove or alter any intellectual property or proprietary notices, markings, legends, symbols, or labels appearing on, in or displayed by such software, firmware, documentation or the Equipment.
7. **Term; Termination; Suspension.**
- 7.1 **Term.** This Agreement will be effective on the date it is signed by the Department (such date the "Effective Date") and will extend for a term of 5 years ("Initial Term"), unless earlier terminated as provided for herein. This Agreement may be renewed for up to 5 years, or any portion thereof, the ("Renewal Term") upon written notice from the Department to TeleCheck received at least ninety (90) days before the end of the then current Renewal Term. The Initial Term and any Renewal Term are referred to as the "Term" of this Agreement; and each year of the Term is a "Service Year."
- 7.2 **Contingency; Termination for Non-Appropriation, Operating Procedures.** Participant's performance under this Agreement is contingent upon an annual appropriation by the State of Florida Legislature. Participant may terminate this Agreement upon ninety (90) days written notice, or such shorter time period as is reasonable practicable under the circumstances for Participant, to TeleCheck in the event (i) the State of Florida Legislature does not approve the annual appropriation required in connection with Participant contracting for the Services received under this Agreement, or (ii) changes to the requirements contained in TeleCheck's operating procedures or intellectual property guidelines (as described in Section 18.5 and Section 16.2, respectively) cause a material change to (a) Participant's ability to comply with the terms of this Agreement, or (b) Participant's costs and expenses associated with use of the Services under this Agreement.
- 7.3 **Termination for Breach; Insolvency.** Either party may terminate this Agreement if the other: (i) materially breaches a representation, warranty, term, condition or obligation under this Agreement, and fails to cure the breach within thirty (30) days after receiving written notice of it; or (ii)(a) is dissolved, becomes insolvent, generally fails to pay or admits in writing its general inability to pay its debts as they become due; (b) makes a general assignment, arrangement, or composition agreement with or for the benefit of its creditors; (c) files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors; (d) seeks or consents to the appointment of an administrator, receiver, custodian, or similar official for the wind up of its business; or (e) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or composition for the benefit of creditors, and such proceeding is not dismissed or stayed within thirty (30) days.
- 7.4 **Termination for Non-Performance.** TeleCheck may terminate this Agreement immediately if (i) either party's performance of its obligations or Participant's use of the Services violates any Legal Requirements; (ii) Participant fails to pay any amount due and payable within five (5) days of written notice of such failure; or (iii) Participant fails to fund, or maintain, its Reserve Account (defined below) upon its implementation.
- 7.5 **Post-Termination/Expiration.** Following termination or expiration of this Agreement, Participant will remain liable for (i) all chargebacks, adjustments and Return Items that were processed in connection with the Services provided under this Agreement prior to the termination or expiration hereof; (ii) fees and other amounts due TeleCheck under this Agreement; (iii) resolution of any disputes for which Participant is obligated or liable that arise in connection with Warranty Transactions and/or Verification Transactions processed under this Agreement; (iv) breach of its representations or warranties under this Agreement. The financial consequence of termination of this Agreement will be TeleCheck's loss of any revenue that would have been generated from on-going provision of the Services after the effective date of any such termination.
- 7.6 **Suspension.** TeleCheck may, with as much notice as is commercially practicable, suspend all or a portion of its Services immediately if (i) Participant materially breaches its obligations under this Agreement; (ii) Participant fails to settle any amounts due in connection with Warranty Transactions and/or Verification Transactions, including amounts for which Participant is liable related to chargebacks, adjustments, reassigned items or Return Items; (iii) Participant fails to pay any amounts due following receipt of written demand therefore under Section 9; (iv) Participant materially breaches the procedures related to submitting items for Services under this Agreement, and fails to cure any of the foregoing items (i) through (iv) within three (3) days of receiving notice (a "Suspension Notice") from TeleCheck; (v) TeleCheck reasonably determines, or its ODFI (as defined in the NACHA Rules) determines, that an excessive amount of Return Items are occurring in connection with processing Participant's Warranty Transactions and/or Verification Transactions; (vi) TeleCheck reasonably determines that other questionable activity related to fraud or risk analysis is occurring in connection with Participant's Warranty Transactions and/or Verification Transactions; or (vii) as required by applicable Legal Requirements.
- 7.7 **Effect of Termination, Suspension.** Continuing the Services and funding Warranty Transactions and/or Verification Transactions during any period of Participant's delinquency will not constitute a waiver by TeleCheck of its rights to suspend or terminate this Agreement, or any other rights under this Agreement. Termination or suspension of Services will not affect

TeleCheck's right to recover any amounts for which Participant is liable or obligated under this Agreement. Participants may elect to continue to receive Integrated Services (as defined in the TeleCheck Participation Agreements) under their respective TeleCheck Participation Agreements following termination of this Agreement as long as the Participant has complied with Florida procurement laws, rules and regulations and has provided written notice to TeleCheck as set forth in the TeleCheck Participation Agreement, and the terms of this Agreement will survive as described in the TeleCheck Participation Agreements.

8. Fees.

8.1 Fees; Fee Amendments. Participant will pay TeleCheck the fees and charges (collectively, "Fees") for the Services set forth in Attachment B - Price Schedule of the Master Contract, including applicable sales, use, excise or other taxes (whether federal, state or local), however designated, which are or may be levied or imposed with respect to the Services (Participant is currently a tax exempt entity). Participant will not pay or reimburse TeleCheck for income or employment taxes imposed upon or separately payable by TeleCheck for its employees, agents, subcontractors or affiliates. Participant acknowledges that (i) TeleCheck and the Participants may elect to integrate the Fees within the individual TeleCheck Participation Agreements, but, (ii) TeleCheck may terminate an individual TeleCheck Participation Agreement in the event the Fees set forth in this Agreement do not support the economics and risks associated with the Integrated Services as set forth in the TeleCheck Participation Agreement.

8.2 Fee Definitions. The following definitions apply to the Fees: "Correction Fee" is the amount charged for each item that TeleCheck must correct due to Participant error or at Participant's request. "Inquiry Rate" is the percentage rate which will be applied to the face amount of each item submitted to TeleCheck for processing. "Inquiry Rate Fee" is the amount equal to the product of (i) the Inquiry Rate multiplied by, (ii) the face amount of each item for which an authorization inquiry is made to TeleCheck; and is the amount charged by TeleCheck to Participant for each item submitted to TeleCheck for processing under this Agreement, whether or not TeleCheck authorizes the item. "Monthly Connectivity Fee" is the amount charged per month in order to maintain a virtual private network or other connection between Participant's and TeleCheck's information technology systems to enable processing in connection with the Services. "Monthly Minimum Fee" is the minimum amount charged to Participant each month for processing the items it submits to TeleCheck in connection with the Services. If the total amount of Inquiry Rate Fees and Transaction Fees for any month is less than the Monthly Minimum Fee, then the Monthly Minimum Fee will apply for the month; and Participant will be billed for the difference between the Monthly Minimum Fee and the total amount of Inquiry Rate Fees and Transaction Fees that TeleCheck billed during that month. "Set-Up Fee" is the charge for initial setup and initiation of the Services. "Statement/Processing Fee" is a monthly fee for handling Participant's account. "Participant Requested Operator Call Fee" or "CROC" is an additional charge per operator-assisted call initiated by Participant that TeleCheck does not request or prompt Participant to make in connection with processing Warranty Transactions and/or Verification Transactions. "Terminal Application Update Fee" is the charge per terminal for each occasion that a terminal application update is made available for additional features, different information or regulatory compliance. "Transaction Fee" is the amount charged for each item submitted to TeleCheck for processing under this Agreement, whether or not TeleCheck authorizes the item. Participant will also be responsible for paying for any point-of-sale supplies (e.g., paper and ink for Equipment, rubber stamps, etc.) related to the Services that it obtains from TeleCheck. "Verification Maximum" means the total dollar amount permitted per Verification Transaction (which may be designated by specific product/service) as set forth on the Fee Schedule A.

9. Payment of Fees. TeleCheck will invoice its Fees to Participant monthly and as required by Section 267.058(a), Florida Statutes. Fees are incurred and calculated on a per transaction basis upon Participant submitting a transaction for processing under this Agreement. Fees are calculated pursuant to the terms of this Agreement and the Fee Schedule set forth in Schedule A hereto. Monthly invoices reflect the Fees incurred for the prior month's transactions that were submitted and processed under this Agreement. All Fees are due upon receipt and payable within forty-five (45) days of invoice, as further set forth in section 215.422, Florida Statutes. Participant authorizes TeleCheck to debit all amounts due under this Agreement (including, without limitation, all Return Items, delinquency charges, Participant returned payments and any other amounts owed by Participant) and to credit all amounts for items processed under this Agreement via electronic fund transfer. If there are insufficient funds in Participant's Account to pay amounts owed under this Agreement, Participant will immediately reimburse TeleCheck upon demand for these amounts; or, at TeleCheck's option, TeleCheck may offset or recoup these amounts against any amounts TeleCheck or its affiliates owe to Participant under this Agreement or any other agreement between Participant and TeleCheck or its affiliates. A delinquency charge of one percent (1%) per month or the interest penalty calculated by Participant pursuant to Section 215.422, Florida Statutes, whichever is lower, will be added to the outstanding balance of any delinquent account. Continuing Services and funding Warranty Transactions during any period of delinquency will not constitute a waiver of TeleCheck's rights of suspension or termination.

10. Financial and Other Information. Audited and unaudited financial information for the Department and various Participants is currently available through access to the State of Florida's website: http://www.myfloridacfo.com/aadlr/statewide_financial_reporting/index.htm. In addition, Participants will provide TeleCheck with information about Participant's business and compliance with the terms this Agreement as TeleCheck reasonably requests or that may be required by the NACHA Rules or other applicable Legal Requirements. TeleCheck may obtain financial and credit information about Participants from third parties in connection with determining whether to accept this Agreement and in connection with ongoing evaluation of a Participant's financial and credit status.

11. Reserve Account. Intentionally Omitted.

12. Confidential Information; Information Security.

- 12.1 Confidential Information. "Confidential Information" means the information and "trade secrets" described in Section 688.002(4), Florida Statutes, which, pursuant to such statute, include: formulas, patterns, compilations, programs, devices, methods, techniques, or processes that (a) derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use; and (b) are the subject of efforts that are reasonable under the circumstances to maintain their secrecy. Confidential information does not include information which: (i) is or becomes part of the public domain; (ii) was already known to the receiving party prior to its disclosure; (iii) is lawfully obtained from a third party without obligations of confidentiality; (iv) is independently developed by the receiving party; or (v) is otherwise excluded under the terms of this Agreement.
- 12.2 Disclosure and Use Restrictions. Subject to compliance with the requirements of Section 119 Florida Statutes (and as limited by Section 688.002(4) Florida Statutes), none of the Department, TeleCheck or a Participant will disclose, reproduce, transfer nor use the other party's Confidential Information except (i) as necessary in connection with providing or using the Services; (ii) as specifically allowed under this Agreement; or (iii) to the extent necessary to comply with Legal Requirements or a valid court order, provided the disclosing party must use reasonable efforts to notify the other party prior to disclosure (unless such notification is prohibited by Legal Requirements or a valid court order) so the other party may seek a protective order or otherwise prevent or limit disclosure of its Confidential Information. Each party's employees, affiliates, agents, advisors or subcontractors with access to the other's Confidential Information will comply with the confidentiality provisions of this Agreement; and each party will be responsible for the performance of its employees, affiliates, agents, advisors or subcontractors with respect to the foregoing requirement. Each party will take such steps to prevent disclosure of the other party's Confidential Information as it would take to prevent disclosure of its own; including, at a minimum, commercially reasonable steps.
- 12.3 Information Security. Subject to Participant's compliance with the requirements of Section 119 Florida Statutes and subsection 119.071(3) Florida Statutes, each party is responsible for: (i) the security of non-public or personally identifiable information ("Personal Information") on the systems under its control or that is obtained through its respective provision or use of the Services; and (ii) data security issues arising from its systems, or directly resulting from its use of third party vendors or subcontractors, if any, in connection with the Services. Each party will maintain commercially reasonable information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information (collectively, a "Security Incident"). In the event of a Security Incident involving the other party's Personal Information, the affected party will promptly (a) assess the nature and scope of the Security Incident; (b) identify the Personal Information involved, if any; (c) take appropriate steps to contain, control and stop the Security Incident; and (d), in the event Personal Information was compromised and it is reasonably suspected that misuse will result, promptly notify the other party of the Security Incident, subject to any request by law enforcement or other government agency to withhold such notice pending the completion of an investigation. TeleCheck is not responsible for and does not control third party telecommunication lines used to provide the Services; and will not be responsible for the security of any transmissions using these lines.
- 12.4 Ownership. This Agreement does not provide either party with any right, title or interest in or to the Confidential Information of the other party. Each party will return or destroy (and certify the destruction of) the other party's Confidential Information at the request of the other party.
- 12.5 Equitable Relief. TeleCheck and Participant agree there may be no adequate remedy at law for a breach of the confidentiality, disclosure, use, safeguarding and ownership requirements (collectively, the "Confidentiality Requirements") related to Confidential Information or Personal Information under this Agreement. A breach of the Confidentiality Requirements may cause irreparable harm such that the non-breaching party may not have an adequate remedy at law; and, therefore, the non-breaching party may seek injunctive relief against the breaching party in addition to any other rights or remedies available at law or in equity.
13. Direct Damages; Indemnification.
- 13.1 Participant. To the extent allowed under applicable Florida law, Participants will be liable for damages to TeleCheck resulting from its breach, negligent acts or willful misconduct in connection with this Agreement.
- 13.2 TeleCheck. TeleCheck agrees to reimburse each Participant (its affiliates, employees, agents or representatives) for third party Claims resulting from TeleCheck's (its affiliates, employees, agents or representatives) (i) breach of any of its obligations, covenants or representations under this Agreement; (ii) gross negligence; or (iii) willful misconduct.
- 13.3 In the event of a Claim for which indemnification may be sought under this Agreement, the party to be indemnified (the "Indemnified party") will: (i) promptly notify the party responsible for indemnification (the "Indemnifying party") of the Claim; (ii) reasonably cooperate with the indemnifying party in the making of claims or defenses; and (iii) provide information, assist in the resolution of the Claim and make available at least one (1) employee or agent who can testify regarding the Claim or defenses. The indemnifying party will, upon written notice from the indemnified party, immediately undertake the defense of any such Claim with counsel reasonably satisfactory to the indemnified party. In any event, the indemnifying party will be entitled to direct the defense and settlement of a Claim subject to indemnification with counsel reasonably satisfactory to the indemnified

party; provided, the indemnifying party will not settle any Claim affecting the indemnified party to the extent settlement involves more than the payment of money by the indemnifying party without the indemnified party's written consent.

- 14. Representations, Warranties; Disclaimer of Warranties; Exclusion of Consequential Damages; Limitation on Liability.**
- 14.1 Representations, Warranties.** Participant and TeleCheck each represent and warrant: (i) they have corporate authority to execute this Agreement; (ii) executing this Agreement does not constitute a material conflict with, breach or default under any applicable Legal Requirements, their respective charter or bylaws, or any documents, agreements or other instruments which are binding upon the parties; and (iii) this Agreement creates valid, legal and binding obligations that are enforceable against the parties.
- 14.2 Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TELECHECK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED; INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT RELATE TO THE SERVICES PROVIDED UNDER THIS AGREEMENT. FURTHER, TELECHECK DOES NOT WARRANT THAT PARTICIPANT'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THIS AGREEMENT IS A SERVICE AGREEMENT; ANY EQUIPMENT PROVIDED IN CONNECTION WITH THIS AGREEMENT IS INCIDENTAL TO THE SERVICES PROVIDED. THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE DO NOT APPLY TO THIS AGREEMENT.
- 14.3 Exclusion of Consequential Damages.** TELECHECK AND PARTICIPANT, AND THEIR RESPECTIVE AFFILIATES, WILL NOT BE LIABLE TO EACH OTHER UNDER ANY THEORY AT LAW OR IN EQUITY IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY OR PUNITIVE DAMAGES; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE, OR EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.4 Limitation of Liability.** TELECHECK'S AND PARTICIPANT'S CUMULATIVE LIABILITY TO EACH OTHER FOR ANY LOSSES OR DAMAGES (IN THE AGGREGATE) FROM ANY CAUSE WHATSOEVER (RELATED OR UNRELATED) IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE LESSER OF (i) ONE MILLION DOLLARS (\$1,000,000); OR (ii) THE SUM OF (A) THE AMOUNT OF FEES PAID TO TELECHECK FOR SERVICES PERFORMED IN THE PRECEDING SERVICE YEAR PLUS, (B) TEN PERCENT (10%) OF THE AMOUNT OF FEES PAID TO TELECHECK FOR SERVICES PERFORMED IN THE PRECEDING SERVICE YEAR; PROVIDED, SUCH LIMITATION WILL NOT INCLUDE FEES ALREADY DUE FROM PARTICIPANT TO TELECHECK UNDER THIS AGREEMENT, WHICH WILL BE DUE IN ADDITION TO ANY SUCH LOSSES OR DAMAGES.
- 14.5 Mitigation of Damages.** Each party will reasonably act to mitigate its damages.
- 15. Compliance with Law.**
- 15.1 General.** Participant is responsible for monitoring, interpreting and complying with all federal, state or local laws, rules, regulations, judicial or administrative decisions, export laws, Office of Foreign Assets Control of the US Department of the Treasury ("OFAC") requirements, the Fair Credit Reporting Act ("FCRA"), Electronic Fund Transfer Act and its Regulation E ("Regulation E"), Check Clearing for the 21st Century Act and its Regulation CC (collectively, the "Check 21 Act"), and the NACHA Rules (collectively, "Legal Requirements") that are applicable to its business and use of the Services under this Agreement. Participant will not use any merchant account created in connection with the Services for illegal transactions, including, without limitation, those prohibited by the Unlawful Internet Gambling Enforcement Act. TeleCheck is responsible for monitoring, interpreting and complying with Legal Requirements applicable to its business, its provision of the Services and its use of Transaction Data residing on its information technology systems.
- 15.2 Fair Credit Reporting Act ("FCRA") Compliance.** Participant certifies that it has a legitimate business need, in connection with business transactions involving Consumers, for the information provided by TeleCheck. Participant certifies that the information provided by TeleCheck will only be used for permissible purposes under the FCRA, will not be used for employment purposes, and will not be used by Participant for any purpose other than one (1) transaction between Participant and a Consumer. Neither Participant nor its agents or employees will disclose the results of any inquiry made to TeleCheck except to the Consumer about whom such inquiry is made; and, in no event, to any other person outside Participant's organization (other than its attorneys if necessary). IF PARTICIPANT REJECTS ANY ITEM (IN WHOLE OR IN PART) BECAUSE OF THE INFORMATION OBTAINED FROM TELECHECK, PARTICIPANT WILL ADVISE THE CONSUMER OF THAT FACT AND PROVIDE THE CONSUMER WITH TELECHECK'S NAME AND ADDRESS, AND ANY OTHER INFORMATION REQUIRED BY APPLICABLE LEGAL REQUIREMENTS.
- 15.3 Changes in Legal Requirements.** If TeleCheck reasonably determines that its performance under this Agreement is impossible or illegal due to changes in applicable Legal Requirements, TeleCheck may request to modify or discontinue performing the impacted obligations or Services to the extent necessary to avoid violating the Legal Requirements upon thirty (30) days written notice to Participant. TeleCheck may request to increase its Fees to cover any additional costs incurred in connection with complying with changes in applicable Legal Requirements; and, further, TeleCheck may request to increase its Fees if any fees or charges to TeleCheck increase for processing transactions through the ACH Network. If TeleCheck makes such requests and the parties are unable to agree upon corresponding changes to the terms and

conditions of this Agreement within thirty (30) days of such request, either party may terminate this Agreement upon thirty (30) days written notice.

16. Use of TeleCheck Materials.

- 16.1 Acknowledgement of Ownership; License.** TeleCheck International, Inc. ("TCI"), an affiliate of TeleCheck, owns the trademarks referenced in this Section. Pursuant to authorization granted to TeleCheck by TCI, TeleCheck grants to Participant a nonexclusive, nonassignable and nontransferable limited license to use the TELECHECK®, TELECHECK logo and other TeleCheck trademarks and service marks (collectively, the "TeleCheck Marks") within the US and its territories, subject to the following: Participant (i) may use and display decals, identification data and other materials provided by TeleCheck at Participant's locations solely during the Term and solely in connection with the Services; (ii) will not permit any persons other than its own officers, employees or agents at Participant's locations to use its TeleCheck Merchant ID; (iii) will promptly cease use of the TeleCheck Marks and remove any decals, electronic files, logos or other materials (including those affixed to entry doors or windows at Participant locations) upon termination or expiration of this Agreement, and, at its own expense, either return or destroy all such materials to TeleCheck; and (iv) will not create any print, electronic or Internet-based materials (including, without limitation, any marketing materials) using any TeleCheck Marks without TeleCheck's prior written consent, which may be withheld in TeleCheck's sole discretion.
- 16.2 Use of TeleCheck Marks.** Participant acknowledges TCI's ownership of the TeleCheck Marks and will not contest the validity of the TeleCheck Marks or the ownership thereof. Participant will refrain from performing any acts that might discredit, disparage, dilute, infringe or negatively affect the value of the TeleCheck Marks or constitute unfair competition with TeleCheck or TCI. Participant will use the TeleCheck Marks pursuant to intellectual property guidelines provided by TeleCheck, as may be amended from time to time as necessary to maintain the validity and/or ownership of the TeleCheck Marks (subject to Section 7.2). The following will appear at least once on every piece of advertising or promotional material created by Participant that uses the TeleCheck Marks: "The [Applicable Mark] trademark is owned by TeleCheck International, Inc. and is licensed for use by [Participant Name]".
- 16.3 Intellectual Property Ownership.** This Agreement does not grant Participant with any right, title, interest, express or implied license (except as otherwise specifically necessary to use the Services provided under this Agreement during its Term) to any patent, TeleCheck Marks, copyright, trade secret or proprietary right associated with the Services, TeleCheck system, applications or business methods (or those of TeleCheck's affiliates or subsidiaries) required or provided in connection with the Services; or arising from TeleCheck's, its affiliates' or subsidiaries' research and development activities.
- 17. Data Use; Analytics.** As allowed by applicable Legal Requirements, TeleCheck may use all data or other information relating to an item or a Consumer (such data or information, "Transaction Data") that it obtains in connection with providing its Services under this Agreement and its risk analysis, analytics and other payment processing services (TeleCheck does not use Transaction Data to generate or sell contact information for list services). Further, and as allowed by applicable Legal Requirements, TeleCheck will own all right, title and interest to the Transaction Data that it maintains on its processing systems. TeleCheck may use any credit information provided by Participant to a TeleCheck affiliate in connection with TeleCheck's credit review of Participant; and TeleCheck may share any experiential information it has regarding Participant with TeleCheck's affiliates.
- 18. General.**
- 18.1 Independent Contractor; Third Party Beneficiaries; Subcontractors.** The parties are independent contractors. Neither party will have any authority to bind the other. This Agreement is entered into solely for the benefit of TeleCheck and Participant, and will not confer any rights upon any person not expressly a party to this Agreement, including Consumers. TeleCheck may subcontract with others to provide Services.
- 18.2 Publicity. Intentionally Omitted.**
- 18.3 Exclusivity.** TeleCheck will be the non-exclusive provider of the Services to Participant during the Term. Participant may, without limitation and without recourse by TeleCheck, contract with other vendors to provide the same or similar services. Likewise, other State of Florida agencies or entities may choose to participate or opt out as Participants according to Section 69C-9 of the Florida Administrative Code. Notwithstanding the foregoing, Participant will first provide TeleCheck with 30 days prior written notice and the opportunity to match the pricing and services offered by another vendor before opting to use such other vendor for the same or similar Services, and Participant shall make that information available to the entity requesting the alternate vendor.
- 18.4 Assignment.** Neither party may assign this Agreement without the other's prior written consent, which will not be unreasonably withheld; provided, consent is not needed for TeleCheck to assign this Agreement to an affiliate or subsidiary, or in connection with a merger, acquisition or sale of all or substantially all of its assets. Any assignment in violation of this Section will be deemed null and void. This Agreement will extend to and be binding upon any permitted successors and assigns.

- 18.5 **Operating Procedures.** Participant agrees to use the Services in accordance with the requirements, written policies and operating procedures that are provided from time to time by TeleCheck, which may be provided by written or other electronic delivery means, and subject to Section 7.2 of this Agreement.
- 18.6 **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida (without regard to its choice of law provisions).
- 18.7 **Waiver of Jury Trial.** TELECHECK AND PARTICIPANT IRREVOCABLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.
- 18.8 **Force Majeure.** Neither Participant nor TeleCheck will be held responsible for any delays in or failure or suspension of Services caused, directly or indirectly, by (i) power failure; (ii) delay or error in clearing or processing a transaction through the ACH Network or Federal Reserve system, if applicable; (iii) the nonperformance, delay or error by a third party or in any other third party system, including, without limitation, failures or fluctuations in telecommunications equipment, transmission links or other equipment; (iv) any outbreak or escalation of hostilities, war, riots, terrorism or civil disorders in any country, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, earthquakes, fire, flood, elements of nature or other acts of God; (v) any act or omission of the other party or any government authority; or (vi) other causes; all reasonably beyond the control of the impacted party.
- 18.9 **Attorney Fees Related to Contract Obligations.** Intentionally Omitted.
- 18.10 **Notices.** Except as specifically provided otherwise, all formal notices required or permitted under this Agreement (other than those involving normal operational matters relating to the Services) will be (i) in writing; (ii) sent by registered mail (return receipt requested) or nationally recognized courier (with tracking and delivery confirmation requested); and (iii) will be deemed to have been given on the date shown on the return receipt if sent by registered mail or the date shown on the delivery confirmation if sent by nationally recognized courier. Notice given in any other manner will be effective when actually received.
- Notices to Participant will be sent to the following address: _____
- Notices to TeleCheck will be sent to the following address: TeleCheck Services, Inc., Attn: General Manager, 6251 Westheimer, Houston, Texas 77056; with an additional copy to: TeleCheck Services, Inc., Attn: Legal Counsel, 6251 Westheimer, Houston, Texas 77056.
- 18.11 **Headings.** The headings contained in this Agreement are for reference only.
- 18.12 **Severability.** Any provision of this Agreement that is determined to be illegal, invalid or unenforceable will be void; and the remainder of this Agreement will continue in full force and effect. The parties will substitute a valid provision approximating the intent and economic effect of any invalidated provision.
- 18.13 **Entire Agreement; Amendment; Waiver; Counterparts.** This Agreement (including, without limitation and as applicable, the TeleCheck Participation Agreements) constitutes the entire agreement between TeleCheck and Participant, and supersedes all prior agreements, written or oral, between the parties related to the Services. The TeleCheck Participation Agreements constitute the entire agreement between TeleCheck and the Participants, and supersedes all prior agreements, written or oral, between the parties related to the Services described in the TeleCheck Participation Agreements. This Agreement and the TeleCheck Participation Agreements include and incorporate all attached addenda, schedules or exhibits hereto or thereto, respectively. Except as specifically provided otherwise in this Agreement, any amendment to this Agreement must be in writing and signed by TeleCheck and Participant. The words "including", "include" and "includes" will each be deemed to be followed by the term "without limitation". No delay or single, partial, failure, abandonment or discontinuance of either party to exercise any right, power or privilege under this Agreement will affect such right, power or privilege. The parties' rights and remedies under this Agreement are cumulative and not exclusive. This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. Facsimile, electronic or other copies of the executed Agreement are valid and effective.
- 18.14 **Survival of Obligations.** The rights and obligations of the parties that would be intended to survive by their nature or context will survive expiration or termination of this Agreement.
- 18.15 **Audit.** Both parties agree to cooperate and provide each other with information concerning their respective compliance with the terms of this Agreement as reasonably requested by the other party. Audit requests related to the foregoing will be made in writing, upon reasonable notice, and will be conducted during normal business hours and at the expense of the party requesting the audit.
- 18.16 **eVerify Acknowledgement.** TeleCheck uses the United States federal government's eVerify service in connection with TeleCheck's hiring practices and its hiring policies.

Signature Page Follows

EXECUTED:



Title: ODS
Date: 6/12/13

TELECHECK SERVICES INC



By: _____
Name: _____
Title: Vp. Sales Manager
Date: 6/17/13

TeleCheck Services, Inc.

SCHEDULE A

TELECHECK SERVICES FEE SCHEDULE

See Attachment B -- Price Schedule to the Master Contract entered into simultaneously with this Agreement pursuant to solicitation DFS TRI TN 11/12-17 ("DFS ITN") between the Department and Banc of America Merchant Services, LLC.

SCHEDULE B

FORM OF TELECHECK PARTICIPATION AGREEMENT

This TeleCheck Participation Agreement ("TeleCheck Participation Agreement") dated _____, 20____ ("Effective Date"), is between TELECHECK SERVICES, INC. ("TeleCheck"); and [INSERT PARTICIPANT NAME] ("Participant").

TELECHECK AND PARTICIPANT AGREE:

1. **Background.** TeleCheck and the Florida Department of Financial Services, Division of Treasury ("Department") established the TeleCheck Processing Services Agreement dated _____, 201____ (itself and as may be amended from time to time, "Processing Agreement"), containing the terms and conditions that govern TeleCheck's provision and Participant's use of electronic funds transfer services related to check based payments. A copy of the Processing Agreement is set forth in Schedule 1 to this TeleCheck Participation Agreement.
2. **Processing Services Agreement; Integration.** The terms of the Processing Agreement are incorporated herein; provided, as incorporated herein, references to the defined term "Participant" within the Processing Agreement are deemed to be references solely to Participant set forth in this TeleCheck Participation Agreement and not to the Department. The terms of this TeleCheck Participation Agreement will control in the event of any conflict between its terms and the terms of the Processing Agreement. Capitalized terms used, but not defined in this TeleCheck Participation Agreement have the meanings given to them in the Processing Agreement; otherwise, such terms have the meaning given herein.
3. **Parties.** FOR THE AVOIDANCE OF DOUBT, TELECHECK AND THE PARTICIPANT ARE THE ONLY PARTIES TO THIS TELECHECK PARTICIPATION AGREEMENT. THE DEPARTMENT IS NOT A PARTY TO THIS TELECHECK PARTICIPATION AGREEMENT, NOR WILL IT BE DEEMED SUCH. Participant may be a party to this TeleCheck Participation Agreement by virtue of its status as a Florida state agency or department, or otherwise due to its relationship to the State of Florida as allowed pursuant to Section 215.322, Florida Statutes.
4. **Services.** TeleCheck will provide the Participant with the services that Participant chooses to receive from the following list (the marked services are collectively referred to hereinafter as the "Integrated Services" and the Integrated Services constitute "Services" under the Processing Agreement):

Warranty Services:

- | | |
|--|--|
| <input type="checkbox"/> Checks By Phone Warranty Services | <input type="checkbox"/> Electronic Check Acceptance Warranty Services |
| <input type="checkbox"/> Internet Check Acceptance Warranty Services | <input type="checkbox"/> Paper Check Acceptance Warranty Services |

Verification Services:

- | | |
|--|--|
| <input type="checkbox"/> Checks By Phone Verification Services | <input type="checkbox"/> Check On Delivery Verification Services |
| <input type="checkbox"/> Check Cashing Verification Services | <input type="checkbox"/> E-Deposit Verification Services |
| <input type="checkbox"/> Electronic Check Acceptance Verification Services | <input type="checkbox"/> Internet Check Acceptance Verification Services |
| <input type="checkbox"/> Lockbox Verification Services | <input type="checkbox"/> Mail Order Verification Services |
| <input type="checkbox"/> Payment On Account Verification Services | <input type="checkbox"/> Pre-21 Lockbox Verification Services |
| <input type="checkbox"/> Remote Pay (TRP) Verification Services | |

5. **Fees.** The Fees described in the Processing Agreement will apply to the Integrated Services that the Participant receives under this TeleCheck Participation Agreement. Notwithstanding the foregoing, TeleCheck and Participant may terminate this TeleCheck Participation Agreement in the event the Fees described in the Processing Agreement do not support the economics and risks associated with the Integrated Services provided hereunder. All Fees will be invoiced as described in the Processing Agreement.
6. **Term; Termination.** This TeleCheck Participation Agreement commences on its Effective Date and will remain in effect through the initial term of the Processing Agreement (herein, such term is the "Initial Term"). This TeleCheck Participation Agreement may be renewed as set forth in the Processing Agreement (herein, such renewal term is the "Renewal Term"). The Initial Term and Renewal Term are referred to in this TeleCheck Participation Agreement as the "Term" and each year of the Term is a "Service Year." Notwithstanding the foregoing, in the event that the Processing Agreement terminates, Participant may elect to continue this TeleCheck Participation Agreement as long as the Participant has complied with Florida procurement laws, rules and regulations and has provided written notice given to TeleCheck within 30 days of the termination of the Processing Agreement, and the applicable terms of the Processing Agreement will remain in place with respect to the Integrated Services provided hereunder. Further, individual termination of this TeleCheck Participation Agreement will not effect a termination of the Processing Agreement.
7. **Representations; Warranties; Mitigation of Damages.**
 - 7.1. **Participant.** In addition to the representations and warranties set forth in the Processing Agreement, Participant represents and warrants: (i) it received and reviewed a copy of the Processing Agreement; (ii) it obtained, or had an opportunity to

obtain, independent legal counsel to explain the legal implications of this TeleCheck Participation Agreement and the Processing Agreement, as integrated herein; (iii) it understands that this TeleCheck Participation Agreement and the Processing Agreement, as incorporated herein, affect its legal rights; (iv) no party to this TeleCheck Participation Agreement improperly influenced or induced Participant to execute this TeleCheck Participation Agreement; (v) it has corporate authority to execute this TeleCheck Participation Agreement; (vi) executing this TeleCheck Participation Agreement does not constitute a material conflict with, breach or default under its respective charter or bylaws, or any other documents, agreements or other instruments which are binding upon it; and (vii) this TeleCheck Participation Agreement and the Processing Agreement, as integrated herein, create valid, legal, binding and enforceable obligations for Participant.

- 7.2. TeleCheck. In addition to the representations and warranties set forth in the Processing Agreement, TeleCheck represents and warrants: (i) it received and reviewed a copy of the Processing Agreement; (ii) it obtained, or had an opportunity to obtain, independent legal counsel to explain the legal implications of this TeleCheck Participation Agreement and the Processing Agreement, as integrated herein; (iii) it understands that this TeleCheck Participation Agreement and the Processing Agreement, as incorporated herein, affect its legal rights; (iv) no party to this TeleCheck Participation Agreement improperly influenced or induced TeleCheck to execute this TeleCheck Participation Agreement; (v) it has corporate authority to execute this TeleCheck Participation Agreement; (vi) executing this TeleCheck Participation Agreement does not constitute a material conflict with, breach or default under its respective charter or bylaws, or any other documents, agreements or other instruments which are binding upon it; and (vii) this TeleCheck Participation Agreement and the Processing Agreement, as integrated herein, create valid, legal, binding and enforceable obligations for TeleCheck.
- 7.3. Each party is responsible for their respective legal fees and costs associated with negotiation and execution of this TeleCheck Participation Agreement.
8. Notices. All notices required hereunder will be (i) in writing; (ii) sent by registered mail (return receipt requested) or nationally recognized courier (with tracking and delivery confirmation requested); and (iii) deemed to have been given on the date shown on the return receipt (if sent by registered mail) or the date shown on the delivery confirmation (if sent by nationally recognized courier).

Notices to TeleCheck will be sent to:

[REDACTED]

9. General.

- 9.1. This TeleCheck Participation Agreement, including the terms of the Processing Agreement and, specifically, without limitation, the terms of Section 18.3 (Exclusivity), incorporated by reference herein, constitutes the entire agreement between TeleCheck and Participant with respect to the Services provided hereunder, and incorporates all attached addenda, attachments, exhibits or schedules hereto. This TeleCheck Participation Agreement supersedes all prior agreements, written or oral, between the parties related to the subject matter hereof. Except as specifically provided otherwise, any amendment to this TeleCheck Participation Agreement must be in writing and signed by TeleCheck and the Participant. No delay, or single or partial, failure, abandonment or discontinuance of either party to exercise any right, power or privilege hereunder will affect such right, power or privilege. The parties' rights and remedies under this TeleCheck Participation Agreement are cumulative and not exclusive.
- 9.2. This TeleCheck Participation Agreement may be executed in any number of counterparts, each of which is deemed an original and all of which constitute one and the same instrument. Facsimile, electronic or other copies of the executed TeleCheck Participation Agreement are deemed effective.

EXECUTED:

TELECHECK SERVICES, INC.

[PARTICIPANT]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Schedule 1

Processing Agreement

(See attached electronic copy)