

MASTER MERCHANT AGREEMENT

Truist

State of Georgia, Office of State Treasurer Merchant Program

This Master Services Agreement ("MSA") is among the Office of the State Treasurer, State of Georgia ("OST") on behalf of the Customers whereas Customers are defined as State of Georgia government agencies, commissions, departments, boards, authorities, bureaus, institutions, and local government entities that sign a Participation Agreement (attached as Schedule E) and Truist Bank, successor in interest to SunTrust Merchant Services, LLC and/or its Affiliates ("Provider") for the services identified below. The OST is signing this MSA on behalf of the Customers that are entitled to use this MSA and Addenda as part of the RFQB Event Number OST 23/001. Each Customer shall be responsible for its own individual performance and compliance with the terms of its Participation Agreement and OST may serve as a coordinator for Servicers' services under, but shall not be a party to, any such Participation Agreement. The Participation Agreements are hereby incorporated by reference.

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

The intent of this MSA is to provide one set of standardized "Terms and Conditions" to be utilized for multiple relationships within the United States between Customer and Provider. All services provided by Provider ("Services") will be identified as individual addenda to this MSA ("Addendum") with specific operational specifications and selected by the Customer in the Participation Agreement. These Addenda will be subject to the Terms and Conditions of this MSA unless the applicable Addendum specifically states that additional and/or other terms and conditions apply. The Services are subject to terms and conditions contained herein which serves as the Provider's final response to the RFQB Event Number OST 23/001, as herein incorporated by reference.

1. **Services.** The Services provided shall be more fully described in the attached Service Addendums: Bankcard Addendum and the following addenda attached as Schedule D: PayPoint Addendum, TransArmor Addendum, Clover Go Addendum, Debit Addendum, Amex Opt Blue Addendum, Convenience Fee Addendum, Data File Manager Addendum, and Clover Services and Equipment Addendum, all of which are incorporated herein by reference and the selection of which Services to be delivered will be made in each Participation Agreement.

2. **Term.** This MSA and any Addenda attached hereto shall be in effect upon signing of each document by all parties and shall remain effective for a period of three years. This MSA and any Addenda hereto may be renewed for up to two (2) successive one (1) year terms upon written notice to Provider prior to the end of the then existing term.

3. Financial and Other Information.

- 3.1 During any period in which Customer is not subject to the reporting requirements of the Securities Exchange Act of 1934 or, if subject to such reporting requirements, is not in compliance with such, Customer agrees to provide Provider quarterly financial statements of Customer within forty five (45) days after the end of each fiscal quarter and annual audited financial statement within ninety (90) days after the end of each fiscal year, if such documents are available. Such financial statements shall be prepared in accordance with generally accepted accounting principles. Customer also shall provide such other financial statements and other information concerning Customer's compliance with the terms and provisions of this MSA as Provider may reasonably request. Customer authorizes Provider to obtain from third parties financial and credit information relating to Customer in connection with Provider's determination whether to accept this MSA and Provider's continuing evaluation of the financial and credit status of Customer. Upon Provider's request, Customer shall provide to Provider or their representatives access to Customer's facilities and records during Customer's normal business hours of operation for the purpose of performing any inspection and/or copying of Customer's books and/or records pertaining to the Services contemplated in the MSA. If not requested by the Card Organizations or law enforcement, alternatively, Customer may elect to provide copies of such books and/or records to Provider.
- 3.2 Customer will provide Provider with written notice of Customer's intent to liquidate, substantially change the basic nature of its business, transfer or sell any substantial part (25% or more in value) of its total assets, or if Customer or its parent is not a corporation whose shares are listed on a national securities exchange or on the over-the-counter market, change the control or ownership of Customer or its parent, thirty (30) days prior to such liquidation, change, transfer or sale taking place. Customer will also notify Provider of any judgment, writ, warrant of attachment, execution, or levy against any substantial part (25% or more in value) of Customer's total assets not later than three days after Customer obtains knowledge of any such judgment, writ, warrant or attachment, execution, or levy.

4. Responsibility.

- 4.1 Customer shall, to the extent provided by state law, be responsible for its performance and the performance of its officers and employees related to this MSA and any Participation Agreement and does not request that Provider assume liability for the performance of Customer and/or its officers and employees under thereunder. As a matter of state law, Customer is subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, remain one of Provider's available remedies if it believes it has suffered any losses as a result of Customer's breach of this MSA or any Participation Agreement and Customer accepts liabilities raised under such laws.
- 4.2 Provider agrees to indemnify and hold harmless Customer from and against all losses, liabilities, damages, and expenses (including, but not limited to, attorneys' fees) resulting from any breach of any representation, warranty, covenant, provision of this MSA or any Addenda or any misrepresentation by Provider under this MSA or any Addenda.

- 4.3 In the event of any legal action or claim with any third parties concerning any transaction or event in which a claim pursuant to this Section 4 against a party may be made under this MSA, any Addenda hereto the party liable hereunder agrees to: (a) promptly notify the other party of the legal action or claim, (b) reasonably cooperate with the other party in the making of claims or defenses, (c) provide information, assist in the resolution of the legal action or claim and make available at least one employee or agent who can testify regarding said claim or defenses. However, Provider shall not compromise or settle any claim or action affecting Customer to the extent that it involves more than the payment of money by Provider without Customer's written consent.

5. WARRANTIES; EXCLUSION OF CONSEQUENTIAL DAMAGES; LIMITATION ON LIABILITY.

- 5.1 **Disclaimer of Warranties.** This MSA and any Addenda is an MSA for services and except as expressly provided in this MSA and any Addenda, Provider and its affiliates disclaim all representations or warranties, express or implied, made to Customer or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose, noninfringement or otherwise (regardless of any course of dealing, custom, or usage of trade) of any services or any goods provided incidental to the services provided under this MSA.
- 5.2 **Exclusion of Consequential Damages.** Notwithstanding anything in this MSA and any Addenda to the contrary, in no event shall Provider or its affiliates be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages.
- 5.3 **Provider's Limitation of Liability.** Provider's maximum liability to Customer relating to or arising from the subject matter of this MSA or any Addenda for any claim of any kind in the aggregate shall be no more than \$100,000.00 (the "Limitation of Liability") regardless of form of action or legal theory. The limitation of liability shall control notwithstanding any other provision of this MSA or any Addenda and shall also apply to the liability of any servicers or any affiliates of them.

6. Independent Contractor; Third-Party Beneficiaries. The parties are independent contractors. Neither party shall have any authority to bind the other. This MSA and any Addenda are entered into solely for the benefit of Provider and Customer and will not confer any rights upon any person not expressly a party to this MSA and any Addenda, including consumers. Provider may subcontract with others to provide Services.

7. Publicity. Neither party will initiate publicity relating to this MSA and any Addenda without the prior written approval of the other, except that: (i) either party may make disclosures required by legal, accounting, or regulatory requirements; and (ii) Provider may use Customer's name in publicity indicating that Customer and Provider have entered into a contractual relationship.

8. Confidentiality. Each party acknowledges and agrees that the other may be providing to it and that it may become aware of the confidential and proprietary information of the other party, including but not

limited to, financial information and other information related to each party's business operations. Each party agrees that it will maintain the confidentiality of such information and neither party shall disclose any such information to any other person or entity (other than to those of its employees, agents, contractors, and Affiliates to whom disclosure is reasonably necessary in furtherance of the performance of this MSA). Notwithstanding the foregoing, the requirements of non-disclosure shall not apply to any information which (a) at the time of disclosure is already in the possession of the receiving party; (b) is independently developed by the receiving party without reliance on the disclosed confidential or proprietary information; (c) is or becomes publicly available through no wrongdoing of the receiving party; or (d) becomes available to receiving party on a non-confidential basis from a person, other than the disclosing party, who is not bound by a confidentiality obligation or otherwise restricted from transmitting the information to the receiving party. Furthermore, this section shall not prohibit the receiving party from making legally required disclosures pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70, et. seq., subpoena, court order or the order of any other authority having jurisdiction; provided that receiving party shall provide disclosing party with prompt notice, unless prohibited by law or court order, thereof so that disclosing party may seek an appropriate protective order or other remedy. If in the absence of a protective order or other remedy or waiver of the terms of this section, receiving party determines in its sole discretion that it is required by law, regulation, legal process or regulatory authority to disclose any such confidential or proprietary information, receiving party may disclose such information upon written notice to disclosing party.

9. **Exclusivity.** Reserved.

10. **Compliance with Laws.** In performing its obligations under this MSA and any Addenda, each party agrees to comply with all federal, state, and local laws and regulations applicable to it. Customer further agrees to cooperate and provide information requested by Provider, as Provider determines necessary, to facilitate Provider's compliance with any applicable law including without limitation the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"). Customer further acknowledges and agrees that it will not use its merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. § 5361, et. seq., as may be amended from time to time, or those that prohibit processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500, et. seq. and other laws enforced by OFAC.

11. **Assignment.** Neither party may assign its rights or delegate its obligations under this MSA and any Addenda without the other's prior written consent, which will not be unreasonably withheld. Provider may, however, assign any and all of its rights or delegate any or all of its obligations to an Affiliate or to an entity that is acquiring all or substantially all of the assets of Provider.

12. **Choice of Law and Venue.** This MSA and any Addenda shall be governed by and construed in accordance with the laws of the State of Georgia (without regard to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to this MSA and any Addenda shall be in the Fulton County Superior Court, Atlanta, Georgia.

13. **Waiver of Jury Trial.** Reserved.

14. **Force Majeure.** Provider shall not be held responsible for any delays in or failure or suspension of service caused, directly or indirectly, by mechanical or power failure, computer malfunctions (including, without limitation, software, hardware and firmware malfunctions), failure, delay or error in clearing or

processing a transaction through the ACH Network or Federal Reserve system, if applicable, the nonperformance, delay or error by a third party or in any other third-party system for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications, transmission links or other equipment; any outbreak or escalation of hostilities, war, riots, terrorism or civil disorders in any country; strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, earthquake, fire, flood, elements of nature or other acts of God, any act or omission of the other party or any government authority, or other causes reasonably beyond the control of Provider.

15. **Equipment.** Customer acknowledges that equipment and/or software purchased or rented from Provider, if any, may not be compatible with another processor's systems. Provider does not have any obligation to make such software and/or equipment compatible with any other processing systems. In the event that Customer elects to use another processing service provider upon the termination of this MSA or any Addenda, Customer acknowledges that it may not be able to use the equipment and/or software rented or purchased under this MSA or any Addenda.

16. **Notices.** Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters related to the Services) shall be in writing, shall be sent by mail, email, courier or facsimile (facsimile notices shall be confirmed in writing), if to Office of the State Treasurer all notices and other communications required or permitted under this Master Services Agreement shall be sent to the following email address: ostbanking@treasury.ga.gov, if to Customer via email as designated by Customer in the Customer's Participation Agreement, and if to Provider at the following address: Truist Bank, P.O. Box 200 Wilson, North Carolina 27894, Attn: Merchant Services Division Manager or merchantrisk@truist.com, and shall be deemed to have been given (i) if sent by mail or courier, when received, and (ii) if sent by facsimile machine, when the confirmation copy is actually received. Notice given in any other manner will be effective when delivered.

17. **Headings.** The headings contained in this MSA and any Addenda are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this MSA and any Addenda.

18. **Severability.** The parties intend every provision of this MSA and any Addenda to be severable. If any part of this MSA and any Addenda are not enforceable, the remaining provisions shall remain valid and enforceable. In such case, the parties will in good faith modify or substitute a provision consistent with their original intent. If any remedy fails of its essential purpose, then all other provisions, including the limitations on liability and exclusion of damages, will remain fully effective.

19. **Entire Agreement; Waiver.** This MSA and any Addenda hereto constitute the entire agreement between the parties with respect to the subject matter thereof, and supersedes any previous agreements and understandings. Except as provided in other Sections of this MSA or any Addenda, this MSA, along with any Addenda can be changed only by a written agreement signed by all parties. A party's waiver of a breach of any term or condition of this MSA and any Addenda shall not be deemed a waiver of any subsequent breach of the same or another term or condition. Purchase orders, requests for production, pre-printed terms or other Customer-generated documents that Provider may receive are for administrative convenience only and do not modify this MSA and any Addenda and are expressly rejected by Provider. The words "including", "include", and "includes" will each be deemed to be followed by the term "without limitation". This MSA and any Addenda may be executed in counterparts,

each of which will be deemed an original for all purposes, but all of which when taken together will constitute one agreement.

20. **E-Verify**. The parties acknowledge the applicability of Georgia's E-Verify Requirements (Effective July 1, 2013) and E-Verify Contractor Requirements Georgia Law, O.C.G.A. § 13-10-91.

21. **RFQB Mandatory Requirement E3**. Notwithstanding Mandatory Requirement E3 of the RFQB, Provider will maintain all records in accordance with its document retention policies, which are designed to comply with all applicable laws, rules and regulations as well as Card Association rules. Provider will not retain Customer's data separately from its other clients but will retain payment and invoicing documents in accordance with Mandatory Requirement E3.

22. **RFQB Mandatory Requirement E6**. Notwithstanding Mandatory Requirement E6 of the RFQB, Servicers shall provide the Services in accordance with Schedule B.

23. **RFQB Mandatory Requirement G4**. Notwithstanding Mandatory Requirement G4 of the RFQB, Provider commits to maintaining the confidentiality of the transaction data related to Customer. Provider will not disclose transaction data in any manner that permits any third party to identify the Customer or its customers except that Provider does reserve the right to retain Subcontractors to assist in the performance of the Provider's services at its discretion. Provider shall retain the responsibility to ensure that the Subcontractors comply with the applicable terms of this MSA.

24. **Compliance with O.C.G.A. § 50-5-85**. Provider certifies that Provider is not currently engaged in and agrees for the duration of this MSA not to engage in, a boycott of Israel, in compliance with and as defined in O.C.G.A. § 50-5-58. In interpreting Provider's compliance with this provision, the Parties agree that O.C.G.A. § 50-5-85 shall not be construed to impose obligations or limitations beyond those in applicable federal law and regulations, including 15 C.F.R. Part 760, on Provider.

25. **Pricing**. Notwithstanding anything else in the MSA, OST and Provider agree that the pricing attached hereto as B-7 – Pricing Proposal shall govern the pricing for Services.

26. **Customers**. Notwithstanding anything else in the MSA, OST and Provider agree that the Customers subject to the terms of the MSA, including the Amended and Restated Master Merchant Agreement, Bankcard Addendum and any annexes, schedules or exhibits thereto, are those identified by Appendix A attached hereto and incorporated into the MSA, as may be amended from time to time. OST represents and warrants that it has the authority to enter into the Bankcard Addendum and Participation Agreement on behalf of Customers.

27. **OST Mandatory Requirement No. 1**. All provisions, terms and considerations in the new MSA must be consistent with Georgia Law.

28. **OST Mandatory Requirement No. 2**. The MSA must be consistent and compliant with the requirements, conditions and terms memorialized in the Request for Qualified Bank (RFQB) document and the Bank's (Provider's, Servicers or Vendor's) proposal and in its responses to the Mandatory Requirements, Mandatory Questions, Additional Questions, General Account Questions and Pricing Proposal. Additionally, in the Provider's oral presentation.

29. **OST Mandatory Requirement No. 3**. OST will have the right to cancel for convenience with 180-days notice.

30. **OST Mandatory Requirement No. 4.** Provider must provide a minimum of two-year's advance notice prior to initiating any major changes to its operating platform or its third-party processor's operating system.

31. **OST Mandatory Requirement No. 5.** Provider agrees to compensate OST for necessary and unavoidable transition costs directly related to Bank's decision to discontinue the availability of a third-party processor system.

32. **OST Mandatory Requirement No. 6.** Provider expects the OST and Customer to promptly review its invoices and to notify Bank of errors within 90 days of the date of the invoice. Provider agrees to cooperate in good faith to remedy any actual billing error identified as described. Further, subject to mutually agreed limitations, Provider agrees to reimburse the State for third-party claims and related losses resulting from Provider's breach of any warranty, covenant or obligation under the MSA, or any misrepresentation or negligence or willful misconduct by Provider, Provider's employees, or agents in connection with the provision of its services (the "Billing Error Reimbursement"). Nothing in this section shall limit other rights or remedies available to the OST or Customer. Provider shall not be required to pay any Billing Error Reimbursement for any actual billing errors the OST or Customer have not given 90 days' notice to Provider from the invoice date of that specific billing error. For clarity, notwithstanding anything to the contrary stated in this section or the MSA, this reimbursement obligation shall not apply to Provider with respect to Non-Bank Services.

The parties hereto have caused this MSA and any Addenda to be executed by their duly authorized officers. **THIS MSA AND ANY ADDENDA ARE NOT BINDING UPON PROVIDER UNTIL SIGNED BY PROVIDER.**

State of Georgia,
The Office of the State Treasurer

By: [Signature]
Signature

Name: Steven M. McCay
Print or Type

Title: State Treasurer

Address: 200 Piedmont Avenue
Atlanta, GA 30334

Truist Bank
("Provider")

E-SIGNED by Lisa Orman
By: on 2024-07-24 11:34:30 EDT
Signature

Name: Lisa Orman
Print or Type

Title: Product Management Leader

Address: 2713 Forest Hills Road
Wilson, NC 27893

TRUIST BANK
BANKCARD ADDENDUM TO MASTER SERVICES AGREEMENT

This Merchant Services Bankcard Addendum ("Bankcard Addendum") is between the Customer identified in the MSA and Truist Bank (herein, "Bank" or "Provider" or "Servicer(s)" or """) as successor in interest to SunTrust Bank, and successor in interest to SunTrust Merchant Services, LLC. The terms of the MSA between Provider and Customer are incorporated herein and the parties hereto agree to be bound by such terms.

This Bankcard Addendum, together with the incorporated terms and conditions of the MSA and the terms of Schedule A, contains the terms and conditions under which Customer will receive services.

Bank, as a wholly-owned operating subsidiary of a member of Visa U.S.A., Inc. ("Visa") and Mastercard International Incorporated ("Mastercard") (Visa and Mastercard, collectively, the "Card Organizations" or "Bankcard Associations"), is a licensee of the Bankcard Associations permitting it to acquire Visa and Mastercard transactions. Accordingly, Provider shall perform certain functions in connection with Authorization, processing, and settlement for Customer hereunder. As between themselves, the respective rights and obligations of Provider and Bank shall be governed by the agreements between them and/or their parent entities and the Card Organization Rules. Customer acknowledges that, notwithstanding anything contained in any or all of this Bankcard Addendum (which includes the Annex(es), Your Payment Acceptance Guide, attachment(s), schedule(s), or supplement(s) referred to herein or amendments to any of the aforesaid) to the contrary, Bank's obligations hereunder shall be in accordance with the terms and conditions of this Bankcard Addendum and the Card Organization Rules.

In consideration of the mutual covenants and agreement set forth herein and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, Servicer and Customer agree as follows:

1. **Definitions.** As used in this Bankcard Addendum, capitalized terms will have the meaning set forth in Annex 1.

2. **Services.**

- 2.1 Subject to the Card Organization Rules, Services may be performed by Provider or other third-party banks subject to the agreements between them as the same may be modified from time to time.
- 2.2 In addition to Provider, one or more Affiliates of Provider may assist in providing local support functions in connection with this Bankcard Addendum, provided that Provider is fully responsible for the actions and/or omissions of any such Affiliates performed in connection with this Bankcard Addendum.

3. **Acceptance of Cards.** The following rules are requirements strictly enforced by Card Organizations, which include but not limited to:

- 3.1 Customer's minimum Credit Card acceptance amount cannot exceed \$10.00. Such minimum amount must be established to all Credit Cards regardless of Card Issuer or Card brands.
- 3.2 Customer may not impose a surcharge or fee for accepting a Debit Card.
- 3.3 Customer cannot establish any special conditions for accepting a Card.

- 3.4 Customer may provide a discount/incentive for a consumer to pay cash, check Credit Card, Debit Card, etc., however, Customer must clearly and conspicuously disclose the discount to consumers. Also, Customer must offer the discount to all consumers and Customer cannot discriminate based on Card brand or Card Issuer.
- 3.5 Customer may not require Cardholders to provide personal information (e.g., home or business phone number; home or business address; or driver's license number) unless instructed by the Authorized Center except for mail/telephone/Internet order or delivery-required transaction, or zip code for card-present key-entered transaction for purposes of obtaining an Address Verification. Any information that is supplied by the Cardholder must not be in plain view when mailed.
- 3.6 Customer may not submit any transaction representing the refinance or transfer of an existing Cardholder obligation that is deemed uncollectible by the Customer.
- 3.7 Customer shall not post signs indicating the Customer will refuse to honor Card transactions below or above a specified amount. Customer shall not engage in acceptance practices or procedures that discriminate against, discourage, or favor the offered use of any particular Card accepted by Customer, other than co-branded Cards or other proprietary Cards.
- 3.8 To the extent Customer processes a transaction that requires the Cardholder's signature, including, without limitation, a manually entered transaction, Customer must check each Card accepted for validity in accordance with the terms of this Bankcard Addendum, Your Payment Acceptance Guide and the applicable Card Organization Rules. Customer must not submit for settlement any sale that was not created between the Customer and the Cardholder for settlement and under no circumstances may a Customer submit any sale that has been previously charged back by the Cardholder and returned to Customer.
- 3.9 Customer will check each Card used during a transaction for validity in accordance with the terms of this Bankcard Addendum, Your Payment Acceptance Guide and the applicable Card Organization Rules. Customer will not honor a Card that appears to be invalid or expired.
- 3.10 All Sales Drafts and Credit Vouchers must include (i) either a manual imprint or an electronic printing of the Card obtained by passing the Magnetic Stripe on the Card through a point-of-sale terminal, of Cardholder information contained on the Card or Magnetic Stripe; (ii) the signature of the authorized user as it appears on the Card, if required; (iii) the date of the transaction; (iv) a description of the merchandise sold or rented or the services rendered; and (v) the total cash price of the Card transaction (including taxes).
- 3.11 Except for transactions completed by using Magnetic Stripe reading point-of-sale terminals that print Card transaction records or originated at limited amount terminals that are capable of reading Magnetic Stripes and limit each Card transaction to twenty-five dollars (\$25), Customer is deemed to agree to have established the true identity of any Cardholder unless Customer manually imprints the Card on the Sales Draft, as described in subsection 3.8, above and the Card Organization Rules.
- 3.12 Unless a Card transaction is governed by Section 6, Section 9 or otherwise specifically authorized by Servicers in writing, Customer may only complete a Card transaction when (i) the Card is present and (X) the date stored on the magnetic stripe or similar device is electronically read and printed by a magnetic stripe/device reader or (Y) the Card is manually imprinted, (ii) the Card is signed and the signature of the Sales Draft, if required, appears to be the same as the signature on the Card, (iii) the Cardholder resembles the person pictured (if any) on the Card, and (iv) all, or the appropriate portion, of the embossed account number on the Card matches with the corresponding digits printed on the Card and with the account number displayed and/or printed by a point-of-sale device reading the magnetic strip on the Card. (If a previously unsigned Card is signed at the time of a Card transaction, Customer will

review (and identify on the Sales Draft) a current, official government identification document (such as a driver's license or passport) bearing the Cardholder's signature). Customer will deliver at least one copy of the Sales Draft or agreement or Credit Voucher to the Cardholder.

4. **Your Payment Acceptance Guide; Card Organization Rules.** Customer acknowledges that it has received Your Payment Acceptance Guide (provided separately). Customer agrees to follow the procedures in Your Payment Acceptance Guide in connection with each Card transaction and to comply with all applicable Card Organization Rules. From time to time, Servicers may change Your Payment Acceptance Guide, in whole or in part, and other operating procedures, by providing Customer with at least thirty (30) days' prior written notice of the change. However, in the event of changes in the Card Organization Rules or due to security reasons, certain changes in Your Payment Acceptance Guide may become effective on shorter notice, but not less than thirty (30) days. If Customer loses or otherwise misplaces Your Payment Acceptance Guide or notices of changes thereto, Customer shall be responsible for contacting Servicers to obtain replacement copies.

5. **Authorization.**

- 5.1 Customer shall be responsible for obtaining Authorization in advance for each Card transaction. The Authorization number provided by Servicers shall be noted by Customer in the appropriate place on the Sales Draft. If Authorization is declined, Customer shall not complete the Card transaction.
- 5.2 Customer shall comply with any special authorization procedures contained in any other sections of this Bankcard Addendum, Your Payment Acceptance Guide, and the Card Organization Rules.
- 5.3 Customer acknowledges that Authorization, (i) indicates only the availability of credit at the time of Authorization; (ii) does not warrant that the person presenting the Card is the rightful Cardholder; and (iii) is not an unconditional promise or guarantee by Servicers that any Card transaction will not be subject to Chargeback.
- 5.4 Customer may, as permitted in this Bankcard Addendum and for an additional fee, obtain a voice authorization or manually enter the transaction, in the event that the POS Terminal is not operating properly. Servicers will provide Customer with an approval number for voice authorized transactions and Customer shall record such approval number on the Sales Draft.
- 5.5 Servicers shall have no obligation to process any transactions initiated with a Card type not selected by Customer and Servicers shall be entitled to decline such transactions without first attempting to obtain an authorization. In the event any such transaction is inadvertently not declined by Servicers and is authorized by a Card Issuer or Card Organization, Customer shall be subject to payment of Servicers' then-current transaction fees with respect to such transaction and related Card Organization Rules, as if the Card type initiating such transaction was selected by Customer.

6. **Telephone and Mail Orders.**

- 6.1 If Customer is authorized to accept telephone or mail orders, Authorization for each such Card transaction, regardless of the card amount, must be obtained and Customer must write "TO" (indicating telephone order), or "MO" (indicating mail order) as applicable, on the Sales Draft in lieu of the Cardholder's signature. Customer assumes all responsibility for identification of the Cardholder and the validity of the Card information for telephone and mail orders. For telephone and mail order Card transactions where merchandise is to be shipped or delivered

to or for the Cardholder, the shipping date shall not be more than seven (7) calendar days after the Authorization is obtained, and any shipping costs not included in the Authorization amount must not exceed fifteen percent (15%) of the amount authorized.

- 6.2 An installment payment option may be offered for telephone or mail order merchandise if all terms are clearly disclosed, each installment is authorized, the first installment is not submitted for settlement until the merchandise is shipped, and subsequent installments are submitted no more frequently than monthly.
- 6.3 Under no circumstances may Customer require that a Cardholder complete a postcard or other document which displays the Cardholder's account data in plain view when mailed.

7. Multiple Sales Drafts and Partial Consideration.

- 7.1 Except as shall be specifically set forth in Your Payment Acceptance Guide or the Card Organization Rules, Customer shall list all items of goods and services purchased during each Card transaction and the total amount thereof on a single Sales Draft.
- 7.2 Customer shall comply with all special procedures and conditions applicable under Your Payment Acceptance Guide and the Card Organization Rules with respect to any partial payment, installment payment, delayed delivery, or advance deposit situation and any delayed or amended charges for a travel and entertainment transaction. Customer shall not use more than one Sales Draft to represent a single Card transaction to avoid the need for Authorization.

8. Preauthorized Orders and Recurring Sales.

- 8.1 A Preauthorized Order or Recurring Sale may include the payment of recurring charges such as insurance premiums, subscriptions, membership fees, tuition or utility charges and may also include preauthorized health care payments (subject to the associated preauthorized payment schedule between the Cardholder and Customer).
- 8.2 If Customer is authorized to accept Preauthorized Orders or Recurring Sales, Authorization for each such Card transaction, regardless of the amount, must be obtained and Customer must write "Recurring Transaction" (for Visa and other non-Mastercard Card transaction) or "PO" (for Mastercard Card transactions) as applicable, on the Sales Draft in lieu of the Cardholder's signature.
- 8.3 Except for preauthorized health care payments for the incremental costs not covered by insurance, advance deposits and installment payments, all made in compliance with this Bankcard Addendum and Your Payment Acceptance Guide and Card Organization Rules, a Preauthorized Order or Recurring Sale may not include partial payments made to Customer for goods or services purchased in a single transaction. In no event may any finance charges be imposed on any periodic payments in connection with a Preauthorized Order or Recurring Sale.
- 8.4 Customer may not accept a Preauthorized Order or Recurring Sale from a Cardholder for the purchase of goods or services which are delivered or performed periodically unless the Cardholder completes and delivers to Customer a written request (and, when applicable, a written renewal request) identifying (i) the goods or services to be charged to the Cardholder's account, (ii) the amount of the preauthorized or recurring charges (unless such charges are for variable amounts), (iii) the frequency of the preauthorized or recurring charges and (iv) the duration of time for which the Cardholder's permission is granted. If Customer accepts any Preauthorized Orders or Recurring Sales for variable amounts, Customer must comply with the associated preauthorized payment schedule between the Cardholder and Customer.

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

9. **Internet Processing.** If Customer is authorized to accept and process internet transactions through Servicers, Customer also acknowledges that it must inform Servicers of its use of any processing software, third-party Internet payment gateway, shopping cart, Website host, or other service provider (collectively "Internet Service Providers"), that any Internet payment gateway must be approved by Servicers and that Customer is prohibited from transmitting any Cardholder transaction data to any Internet Service Providers (or any third party) with the approval of Servicers. If Customer accepts Internet transactions without such approval, Servicers may exercise any rights they may have to protect them from risk of loss. If authorized to accept payment by Internet, the Sales Draft shall be completed without the Cardholder's signature or an Imprint but shall include the Cardholder's name, billing address, Card number, expiration date, of the Card, a description of the merchandise or service and the date and amount of all charges. All Internet transactions will be settled by Servicers into a depository institution in the United States. Customer shall process Internet transactions only (a) if the Internet transactions have been encrypted by Servicers or by an Internet Service Provider acceptable to Servicers and (b) Cardholder data are protected by Customer as required by the then-current Card Organization Rules, PCI Data Security Standards requirements, or any other applicable regulations. Encryption is not a guarantee of payment to Customer. Customer acknowledges that Internet transactions may be authorized and settled through separate BIN/ICA numbers and interchanges and the Servicers may be unable to combine deposits of Internet transactions and non-Internet Credit Card or Debit Card transactions. Because the transactions processed via the Internet are higher risk, Customer may be charged higher fees which are set forth on Schedule A. Internet transactions are subjected to a higher incidence of chargebacks and, as with non-Internet transactions, receiving an authorization and following procedures will not relieve the Customer of liability associated with chargebacks and/or the fraudulent use of customer data obtained off of Customer's Websites. All communications costs related to Internet transactions are Customer's responsibility. Servicers will not manage the Internet telecommunication link which is also Customer's responsibility. Obtaining any license or sub-license of software required to permit Customer to process Internet transactions shall be Customer's responsibility, and if obtained from Servicers, subject to a separate agreement. Servicers do not guarantee that obtaining required approvals for Servicers or implementing suggested security measures will cause Customer's or any Internet Service Provider's security systems to be fully secure. Customer further acknowledges and agrees that Servicers are not responsible for the security of the Cardholder data or information stored on Customer's or any Internet Service Provider's computers, systems or Website(s) and that Servicers will not be responsible for any liability, fines, or penalties arising from the use, storage, or dissemination of Cardholder data in Customer's possession.

10. **Cardholder Refunds and Credits.**

- 10.1 If a Cardholder returns goods or cancels services purchased from Customer with a Card, or Customer allows any other price adjustment after a sale has been completed and a refund or adjustment is due to the Cardholder (other than any involuntary refund required by applicable airline or other tariff or by law), Customer will not return cash to the Cardholder but will instead prepare a Credit Voucher and process each such refund or adjustment, as specified in Your Payment Acceptance Guide and Card Organization Rules. Customer will give the Cardholder a copy of the completed Credit Voucher.

- 10.2 If Customer establishes a policy limiting refunds or acceptance of returned merchandise (e.g., no refund, exchange only, in-store credit only, or special conditions), Customer must follow the procedures regarding refunds and returned merchandise as set forth in the Card Organization Rules including, without limitation, the proper disclosure of such policy on all copies of each Sales Draft in letters at least ¼" high in close proximity to the space provided for the Cardholder's signature.
- 10.3 Customer will not accept money from a Cardholder for the purpose of preparing and depositing a Credit Voucher that will affect a deposit to the Cardholder's account. Customer must not process a Credit Voucher without having completed a previous Card transaction with the same Cardholder (or with a Cardholder who purchased a gift returned by the recipient). Under no circumstances may Customer require a Cardholder to waive the Cardholder's right to dispute a Card transaction with the Card issuing bank.

11. Presentment of Card Transactions.

- 11.1 Customer shall electronically or physically deliver to Servicers Sales Drafts for all Card transactions to be processed and settled hereunder.
- 11.2 Customer will not submit any Sales Draft that was not created in conjunction with a Card transaction between Customer and the applicable Cardholder. Under no circumstances will Customer submit any Sales Draft that has been previously charged back by the Cardholder and subsequently returned to Customer.

12. Settlement of Card Transactions.

- 12.1 Servicers will only be required to settle Customer's Card transactions for Cards as specified in this Section 12. After presentment of Sales Drafts pursuant to Section 11, above, Servicers will initiate a transfer via Automated Clearing House ("ACH") of the applicable settlement funds to Customer. After Servicers receive payment of settlement funds through ACH, Servicers will initiate a transfer of such applicable settlement funds through ACH to Customer's Settlement Account, usually on the same or next banking day. Customer agrees that Servicers may credit Customer's Settlement Account, usually on the same or next banking day.
- 12.2 All credits to Customer's Settlement Account or other payments to Customer are provisional and are subject to Servicers' final audit and trailing amounts due from Customer for returns, refunds, Chargebacks, Servicers' fees (based on Schedule A), Third-party Fees, other amounts payable to Third Parties pursuant to instructions given by Customer to Servicers, and any other obligations of Customer under Card Organization Rules or this MSA.
- 12.3 Servicers will deduct any amounts due from Customer for returns, refunds, Chargebacks, Servicers' fees (based on Schedule A), Third-party Fees, other amounts payable to Third Parties pursuant to instructions given by Customer to Servicers, and any other obligations of Customer under Card Organization Rules or this MSA. Customer agrees that Servicers may debit Customer's Settlement Account as described in this Section 12.3 and as described in Section 12.2 in connection with Servicers' final audit and trailing amounts due from Customer.
- 12.4 Servicers will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties, including but not limited to delay or error in clearing or processing a transaction through the ACH Network or Federal Reserve system, or delays caused by any Card Organization or Customer's financial institution. In addition to any other remedies available to Servicers under this Bankcard Addendum, Customer agrees that should any of the events set forth in Section 21.3 occur, Servicers may, upon at least 24 hours' advance written notice,

change processing or payment terms to suspend credits or other payments of any and all funds, money and amounts now due or hereafter to become due to Customer from Servicers pursuant to the terms of this Bankcard Addendum, until Servicers have had reasonable opportunity to investigate and discuss such event with Customer. In cases of fraud or similar cause, no prior notice shall be required, but Servicers shall notify Customer in writing within three (3) business days after effectuating a suspension of credits or other payments, which notice shall state Servicers' reason for the belief that such fraud or similar cause exists.

13. Fees; Adjustments; Collection of Amounts Due.

- 13.1 On a monthly basis, Customer will be charged, and Customer will pay (via a monthly invoice statement) Servicers' fees (based on Schedule B-7 – Pricing Proposal) and Third-party Fees attributable to Customer's Card transactions. Customer acknowledges that some of the fees referenced in Schedule B-7 – Pricing Proposal are based upon the qualification of Customer's transactions for certain reduced interchange fees as set by the applicable Card Organization.
- 13.2 The fees for Services set forth in Schedule A, are based upon assumptions associated with the anticipated annual volume, average transaction size and Customer's method of doing business. If the actual volume or average transaction size is not as expected or if Customer significantly alters its method of doing business, Servicers may adjust its Transaction Fees with prior notice.
- 13.3 The fees for Services set forth in Schedule A may be adjusted to reflect increases or decreases by Card Organizations in interchange, assessment or other Card Organization fees or to pass through increases charged by third parties for on-line communications and similar items. All such adjustments shall be Customer's responsibility to pay and shall become effective upon the date any such change is implemented by the applicable Card Organization or other third party. Customer shall at all times be responsible for, payment of all fees and charges set forth in Schedule A (including increases, additions, or modifications made thereto)..
- 13.4 Reserved.
- 13.5 If Customer's Chargeback Percentage for any line of business exceeds the estimated industry chargeback percentage, Customer shall, in addition to the regular Chargeback fees due to Servicers and any applicable Chargeback or Third-party Fees, pay Servicers the excessive Chargeback fee shown on Schedule A for all Chargebacks occurring in such month in such line(s) of business. Each estimated industry chargeback percentage is subject to change from time to time by Servicers in order to reflect changes in the industry chargeback percentage reported by Visas or Mastercard.
- 13.6 If Customer believes any adjustments should be made with respect to Customer's Settlement Account for any amounts due to or due from Servicers, Customer shall notify Servicers (at the addresses set forth in Sections 26.2 and 27, respectively) in writing within forty-five (45) days after any debit or credit is or should have been effected. If Customer notifies Servicers after such time period, Servicers may, in their discretion, assist Customer, at Customer's expense, in investigating whether any adjustments are appropriate and whether any amounts are due to or from Servicers, but Servicers shall not have any obligation to investigate or effect any such adjustments. Any voluntary efforts by Servicers to assist Customer in investigating such matters shall not create an obligation to continue such investigation or assist with any investigation in response to any future notices of possible adjustments that are not timely submitted.

14. Chargebacks.

14.1 Customer shall be responsible for all Chargeback amounts relating to Card transactions settled by Servicers where including, but not limited to:

- (i) merchandise is returned and a proper credit for Cardholder is not received by Servicers for processing;
- (ii) the Sales Draft is, or is alleged to have been, executed, accepted, endorsed, completed or assigned improperly without authority or not in accordance with the Authorization requirements or provisions of this Bankcard Addendum;
- (iii) regardless of any Authorization obtained (including without limitation, telephone and mail order transactions), Customer completed a transaction when the Cardholder did not sign the Sales Draft;
- (iv) the signature on the draft was unauthorized as compared to the signature appearing on the Card, the signature panel on the Card was blank, or a limited purpose business purchasing card was accepted without appropriate authorization of the nature of the goods or services purchased (in addition to Authorization of the transaction amount);
- (v) the Sales Draft is incorrectly completed, incomplete or illegible;
- (vi) the Cardholder disputes the sale, quality or delivery (or availability for pre-arranged pick-up) of merchandise or the performance of quality of service covered by the Sales Draft or agreement accepted by such Cardholder;
- (vii) the circumstances in which the Sales Draft was created or submitted by, or credit was received by Customer constituted or otherwise involved a breach of any term, condition, representation, warranty or duty of Customer hereunder;
- (viii) multiple Sales Drafts were executed to avoid the need to obtain authorization necessary to complete the transaction;
- (ix) the extension of credit for merchandise sold or rented or services performed was in violation of law or the rules or regulations or any governmental agency, whether federal, state, local or otherwise;
- (x) a legible copy of the Sales Draft or Credit Voucher cannot be produced by Customer within ten (10) days of Servicers' request (except to the extent Servicers are responsible pursuant to Paragraph 16.1);
- (xi) the Cardholder asserts any claim or defense which the Cardholder has as a consumer of goods or services;
- (xii) the Cardholder disputes the validity of a telephone or mail order Card transaction;
- (xiii) the Card transaction is otherwise subject to Chargeback by the Card issuing bank or Cardholder in accordance with Card Organization Rules or applicable law; or
- (xiv) the Card transaction is subject to Chargeback in accordance with the procedures set forth in Your Payment Acceptance Guide.

14.2 Customer shall reimburse Servicers for any Chargebacks or return items resulting from Customer's failure to produce a Card transaction record requested by Servicers within the applicable time limits.

15. Representations; Warranties.

15.1 Without limiting any other warranties hereunder, Customer represents and warrants as to each Card transaction submitted by Customer under this Bankcard Addendum that:

- (i) the card transaction represents a bona fide sale/rental of merchandise or services not previously submitted;

- (ii) the Card transaction represents an obligation of the Cardholder for the amount of the Card transaction;
 - (iii) the amount charged for the Card transaction is not subject to any dispute, setoff, or counterclaim;
 - (iv) the Card transaction amount is only for the merchandise or services (including taxes, but without any surcharge) sold or rented and, except for any delayed delivery or advance deposit Card transactions expressly authorized by this Bankcard Addendum, the merchandise or service was actually delivered to or performed for the person entering into the Card transaction simultaneously upon Customer's accepting and submitting the Card transaction for processing;
 - (v) the Card transaction does not represent the refinancing of an existing obligation of the Cardholder (including any obligation otherwise owed to Customer by a Cardholder or arising from the dishonor of a personal check);
 - (vi) Customer has no knowledge or notice of any fact, circumstances or defense which would indicate that the Card transaction was fraudulent or not authorized by the Cardholder or which would otherwise impair the validity or collectability of the Cardholder's obligation arising from such Card transaction or relieve the Cardholder from liability with respect thereto;
 - (vii) the Card transaction submitted to Servicers was entered into by Customer and the Cardholder; and
 - (viii) the Card transaction was made in accordance with the terms of this Bankcard Addendum, Card Organization Rules and Your Payment Acceptance Guide.
- 15.2 Servicers represent and warrant that: Servicers will provide the services in accordance with the then current applicable Card Organization Rules.

16. Retention of Records.

- 16.1 If Schedule A provides that Provider shall prepare and retain images (on microfilm or otherwise) of Customer's paper Sales Drafts and Credit Vouchers, Customer shall deliver to Provider the originals or copies of Customer's Sales Draft and Credit Voucher in suitable form for imaging no later than seven (7) calendar days from the date of the transaction; provided, however, that Customer shall retain legible copies of Sales Drafts and Credit Vouchers for at least six (6) months following the date of each such transaction. If Schedule A provides that Provider shall capture and store data reflecting Card transactions electronically transmitted to Provider, Customer shall transmit to Provider all data required to be included on Sales Drafts and Credit Vouchers (or Customer shall be responsible for any deficiencies in the data transmitted).
- 16.2 If Schedule A provides that Customer shall retain images (on microfilm or otherwise) or legible copies of Customer's Sales Drafts and Credit Vouchers, Customer shall retain legible copies of Sales Drafts and Credit Vouchers for a period of at least eighteen (18) months from the date of each such transaction. Customer shall submit to Servicers a legible copy of a Sales Draft or Credit Voucher within five (5) days of a request by Servicers.
- 16.3 Unless Schedule A provides that Provider is responsible for retaining records of Customer's Card transaction data and Customer has actually delivered to Provider the applicable Card transaction data containing all required information in legible and suitable form for imaging or electronic capture and storage (as applicable), Customer shall be responsible for the retrieval of all Sales Drafts and Credit Vouchers requested by Servicers within the shortest time limits established by the Card Organization Rules, as specified in Your Payment Acceptance Guide,

this Bankcard Addendum, or other notice from Servicers. Customer shall not be relieved of its responsibility under the preceding sentence for any deficiencies in Card transaction data transmitted or otherwise delivered to Servicers, even though Provider may agree to capture or produce images of, store and retrieve any such incomplete data on Customer's behalf.

17. **Cash Payments by and Cash Disbursements to Cardholders.** Customer shall not accept any direct payments from Cardholders for charges of merchandise or services which have been included on a Sales Draft, it being the right of the Card issuing bank to receive such payments. Taxes on Card transactions must be included in the amount charged and may not be collected by Customer in cash. Customer shall not make any cash disbursements to a Cardholder as part of a Card transaction except to the extent expressly authorized by one or more of Schedule A, Your Payment Acceptance Guide or the Card Organization Rules.

18. **Confidentiality.**

18.1 Unless Customer obtains consents from each applicable Card Organization, Servicers, Card issuing bank and Cardholder, Customer shall not use, disclose, sell or disseminate any Cardholder information obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders) except for purposes of authorizing, completing and settling Card transactions and resolving any chargebacks, Retrieval Requests or similar issues involving Card transactions, other than pursuant to Georgia Open Records Act, O.C.G.A. § 50-18-70, et. seq., a court or government agency request, subpoena, or order. Customer shall use proper controls for and shall limit access to, and shall render unreadable prior to discarding, all records containing Cardholder account numbers and Card imprints. Customer must not retain or store Magnetic Stripe data after a transaction has been authorized. If Customer stores any electronically captured signature of a Cardholder, Customer shall not reproduce such signature except upon specific request of Servicers.

18.2 Customer acknowledges that it obtains no ownership rights in any information relating to and derived from Card transactions. Cardholder account numbers, personal information and other Card transaction information, including any databases containing such information, may not be sold or disclosed to a third party as an asset upon a bankruptcy, insolvency or failure of Customer's business. Upon a bankruptcy, insolvency, or failure of Customer's business all Card transactions information must be returned to Servicers or acceptable proof of the destruction of all Card transaction information must be provided to Servicers.

18.3 In the event of termination or expiration of this Bankcard Addendum for any reason, upon request: (i) Servicers shall promptly return to Customer or destroy (as directed by Customer) any Customer Confidential Information in Servicer's possession; and (ii) Customer shall promptly return to Servicers or destroy (as directed by Servicers) any Servicers Confidential Information in Customer's possession.

19. **Supplies; Advertising.** At Customer's option and at charges specified from time to time by Servicers, Servicers may furnish Customer with operational supplies such as the forms of sales drafts, credit vouchers and Card Organization decals (excluding any supplies for terminals or other equipment, which shall be Customer's responsibility). Customer shall display Visa, Mastercard and, if applicable, other Card Organization decals and program marks on promotional materials furnished by Servicers, as required by Card Organization Rules, but shall not indicate that Visa, Mastercard or any other Card Organization endorses Customer's goods or services and shall not continue using such materials after termination of this Bankcard Addendum.

20. Assignment.

- 20.1 Any transfer or assignment of this Bankcard Addendum by Customer without Servicers' prior written consent is voidable at Servicer's sole discretion, unless such assignment is the result of an act of the Georgia General Assembly. In the event of such transfer or assignment, the party to whom the Bankcard Addendum was transferred or assigned shall be bound to the terms and conditions of this Bankcard Addendum to the same extent as if Servicers and such assignee or transferee, as the case may be, entered into an agreement identical to this Bankcard Addendum on the effective date of such transfer or assignment. For purposes of this Bankcard Addendum, any transfer of voting control of Customer or its parent shall be considered an assignment or transfer hereof.
- 20.2 Notwithstanding anything to the contrary in Section 11 of the MSA, upon notice and consent of Customer, another Visa and Mastercard member may be substituted for Bank under whose sponsorship this Bankcard Addendum is performed. Upon substitution, such other Visa and Mastercard member shall be responsible for all obligations required of Bank, including without limitation, as may be expressly required by applicable Card Organization Rules. Subject to the Card Organization Rules, Servicers may assign or transfer this Bankcard Addendum and their rights and obligations hereunder and may delegate their duties hereunder, in whole or in part, to any third party, in connection with a change in sponsorship, as set forth in the preceding sentence, with the notice and consent of Customer.
- 20.3 Except as provided in the following sentence, this Bankcard Addendum shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Bankcard Addendum.

21. Term; Events of Default.

- 21.1 This Bankcard Addendum and the applicable Schedules shall become effective upon the date this Bankcard Addendum and the applicable Schedules are signed by Bank.
- 21.2 The initial term and any subsequent terms of this Bankcard Addendum shall commence and shall continue in force as described in the MSA.
- 21.3 If any of the following events shall occur (each an "Event of Default"):
- (i) (a) a material adverse change in the financial condition of Customer, or (b) a material adverse change in Customer's business procedures or procedures regarding Card acceptance, or (c) a material adverse change in the products or services sold by Customer; or
 - (ii) any assignment or transfer of voting control of Customer or its parent; or
 - (iii) a sale of all or a substantial portion of Customer's assets; or
 - (iv) irregular Card sales submitted by Customer, fraudulent or suspected fraudulent Card sales submitted by Customer excessive Chargebacks, or any other circumstances which, in Servicers' sole reasonable discretion, may increase Servicers' exposure for Customer's chargebacks or otherwise presents a financial or security risk to Servicers; or
 - (v) any representation or warranty of either party in this Bankcard Addendum is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made; or

- (vi) either party shall default in any material respect in the performance or observance of any term, covenant, condition, or agreement contained in this Bankcard Addendum or the Data Security requirements as detailed in Section 25; or
 - (vii) Customer shall default in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any affiliates of Servicers, including, but not limited to, any agreement governing check guarantee or check verification services; or
 - (viii) Customer shall default in the payment when due, whether upon maturity or otherwise, of any material indebtedness for borrowed money or any material trade payable; or
 - (ix) Reserved; or
 - (x) a case or other proceeding shall be commenced against Customer, in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of Customer, or of all or any substantial part of the assets, domestic or foreign, of Customer, and such case or proceeding shall continue undismissed or unstayed for a period of sixty (60) consecutive days, or an order granting the relief requested in such case or proceeding against Customer (including, but not limited to, an order for relief under the Bankruptcy Code) shall be entered; or
 - (xi) the independent certified accountants retained by Customer shall refuse to deliver an unqualified opinion with respect to the annual financial statements of Customer and its consolidated subsidiaries; then, upon the occurrence of (1) an Event of Default specified in subparagraphs (iv), (vi), (ix) or (x) above, the non-defaulting party may consider this Bankcard Addendum to be terminated immediately, upon notice, and all amounts payable hereunder by Customer to Servicers shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by Customer, and (2) any other Event of Default, this Bankcard Addendum may be terminated by the non-defaulting party by giving not less than ten (10) days' notice to the defaulting party, and upon such notice, all amounts payable hereunder by Customer to Servicers shall be due and payable on demand.
- 21.4 Neither the expiration nor termination of this Bankcard Addendum shall terminate the obligations and rights of the parties pursuant to provisions of this Bankcard Addendum which by their terms are intended to survive or be perpetual or irrevocable and such provisions shall survive the expiration or termination of this Bankcard Addendum.
- 21.5 If any Event of Default shall have occurred and be continuing, either party may, in their sole discretion, exercise all of their rights and remedies under applicable law.
- 21.6 The Bankcard Addendum also may be terminated by Servicers prior to the then-current expiration date upon at least ninety (90) days' advance written notice, if Customer's Card transactions fail to conform to the volume or average transaction size representations as set forth in Schedule A.
- 21.7 This Bankcard Addendum also may be terminated by Servicers without notice or penalty, if in their sole discretion, such termination is necessary for Servicers to comply with their obligations under any applicable law, rule or regulation including, but not limited to, the Officer of Foreign Assets Control ("OFAC") Regulations and Card Organization Rules. Servicers' termination of this Bankcard Addendum pursuant to this Section 21.7 shall not be deemed a breach of contract by Servicers.
- 21.8 If this Bankcard Addendum is terminated for cause, Customer acknowledges that Servicers may be required to report Customer's business name and the names and other identification

of its principals to the Combined Terminated Merchant File maintained by Visa and Mastercard. Customer expressly agrees and consents to such reporting in the event Customer is terminated as a result of the occurrence of an Event of Default or for any reason specified as caused by Visa or Mastercard.

21.9 The provisions governing processing and settlement of Card transactions, all related adjustments, fees and other amounts due from Customer and the resolution of any related chargebacks, disputes or other issues involving Card transactions will continue to apply even after termination of this Bankcard Addendum, until all Card transactions made prior to such termination are settled or resolved. In addition, the provisions of Sections 13 through 18, inclusive 20, 22, 24 and 25, and Subsections 21.7, 21.9, 26.2 and 26.3, all in this Bankcard Addendum, shall survive any termination. Upon termination of this Bankcard Addendum, Customer agrees to send Servicers all the data related to Card transactions conducted prior to the date of termination as soon as commercially reasonable.

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

22. **Reserve Account; Security Interest.** Reserved.

23. **Responsibility.** Customer shall, to the extent provided by state law, be responsible for its performance and the performance of its officers and employees related to this Bankcard Addendum, and does not request that Servicer assume liability for the performance of Customer and/or its officers and employees under hereunder. As a matter of state law, Customer is subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, remain one of Servicer's available remedies if it believes it has suffered any losses as a result of Customer's breach of this Bankcard Addendum and accepts liabilities raised under such laws.

24. **Liquidated Damages.** Reserved.

25. **Data Security.**

25.1 Per the terms of this Bankcard Addendum, Customer is required to follow Your Payment Acceptance Guide and Customer and Servicers will comply with applicable Card Organization Rules as they may each be amended from time to time. The Card Organization may impose different compliance requirements on different types and levels of customers. The Card Organization may impose restrictions, fines, or prohibit Customer from participating in Card Organization programs if it is determined Customer is non-compliant with such programs. Customer understands that it must be in compliance with applicable data security regulations for its type or level of customers as defined by the Card Organizations security procedures as well as comply with general security procedures. Servicers will endeavor to provide Customer with amended operating procedures outlining the various Card Organization requirements with regard to Data Security, and other matters, pursuant to the terms of the Bankcard Addendum, however, Customer understands and acknowledges that it is solely the responsibility of Customer to maintain compliance with all applicable Card Organization PCI

Data Security Standards procedures and regulations, and to pay any and all fines, assessments and other liabilities levied against Customer by the applicable Card Organization for its non-compliance, if Servicers provided Customer the amended operating procedures as described herein.

- 25.2 Customer also understands and acknowledges that Servicers are not responsible for the compliance of any and all third parties (including but not limited to Internet Service Providers) that are granted access by Customer to Cardholder data, and for any third-party POS VAR software that Customer may use. Customer further acknowledges that it is Customer's responsibility to inform Servicers of any of Customer's third-party providers that are given access by Customer to Cardholder data. Customer also acknowledges that it is Customer's duty to notify Servicers of any data security compromise and to cooperate and assist Servicers in any subsequent investigation.
- 25.3 Servicers may in their sole discretion, suspend or terminate card processing services under the Bankcard Addendum for any data security compromise.

26. Miscellaneous.

- 26.1 If Customer requests Servicers to perform or provide any system enhancements, custom reports, or related service enhancements that are different from or in addition to the system, services and reports Servicers otherwise agree to provide to Customer (collectively, "System Enhancements"), Servicers will use reasonable efforts to provide such System Enhancements if Customer pays Servicers the additional fees charged by Servicers for such System Enhancements. Following receipt of any request for System Enhancements and prior to providing the requested System Enhancements, Servicers shall provide Customer with a description of the System Enhancements to be made, together with an estimate of Servicers' fee for providing such System Enhancements. If Customer thereafter instructs Servicers in writing to make such System Enhancements, Servicers shall do so, and Customer shall pay the additional fees charged by Servicers for such System Enhancements.
- 26.2 Any notice to Bank shall be sent to Bank at Truist Merchant Services P.O. Box 200 Wilson, NC 27894 Attn.: Merchant Services Division Manager. Notices to Provider or Customer shall be in the same manner provided under the MSA.
- 26.3 This Bankcard Addendum, along with the MSA and any Schedules constitutes the entire agreement between the parties with respect to the subject matter.
- 26.4 The parties acknowledge that the Visa and Mastercard Card Organization Rules give Visa and Mastercard certain rights to require termination or modification of this Bankcard Addendum with respect to transactions involving Visa and Mastercard Cards and the Visa and Mastercard Card system and to investigate Customer. The parties also acknowledge that issuers of other Cards, for which Provider performs services on behalf of Customer, may have similar rights under their applicable Card Organization Rules with respect to this Bankcard Addendum's applicability to transactions involving such other Cards.
- 26.5 Customer acknowledges and agrees that any of information obtained by Servicers may be shared with Servicers' Affiliates, on a need-to-know basis, in connection with the provision of other services provided to Customer by Servicers, as long as the Affiliates are under obligation to treat such information with the same degree of care as required of Servicers under this Addendum or the MSA.

27. Visa and Mastercard Disclosure;

Member Bank Information: Truist Bank, successor in interest to SunTrust Bank

The Bank's mailing address is Truist Merchant Services P.O. Box 200 Wilson, NC 27894 Attn.: Merchant Services Division Manager Customer Support Number: 1-800-432-7628.

Important Member Bank Responsibilities

- (a) The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to Customer.
- (b) The Bank must be a principal (signer) to the Merchant Bankcard Addendum.
- (c) The Bank is responsible for educating Customer on pertinent Visa and Mastercard Rules with which Customer must comply; but this information may be provided to Customer by Provider.
- (d) The Bank is responsible for and must provide settlement funds to the Customer in accordance with the terms of the Bankcard Addendum.
- (e) The Bank is responsible for all funds held in reserve that are derived from settlement.

Important Customer Responsibilities

- (a) Ensure compliance with Cardholder data security and storage requirements.
- (b) Maintain fraud and Chargebacks below Card Organization thresholds.
- (c) Review and understand the terms of the Bankcard Addendum.
- (d) Comply with Card Organization Rules.

THE PARTIES HERETO HAVE CAUSED THIS BANKCARD ADDENDUM TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS. THIS BANKCARD ADDENDUM IS NOT BINDING UPON SERVICERS UNTIL SIGNED BY SERVICERS.

OST: Georgia Office of the State Treasurer as authorized by and on behalf of Customer

By: _____

Name: Steven N. McCoy

Title: State Treasurer

Address: 200 Piedmont Ave SE
Atlanta, GA 30334

Truist Bank, ("Bank" or "Provider")

By: _____

E-SIGNED by Lisa Orman
on 2024-07-24 11:36:44 EDT

Name: Lisa Orman

Title: Product Management Leader

ANNEX

As used in the MSA, Bankcard Addendum or any Schedule hereto, the following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Acquirer: (i) Bank for Visa or Mastercard Credit Card and Signature Debit Card transactions, or (ii) Provider for Discover Network transactions that acquirement Card transactions from Customer.

Address Verification: A service provided through which the merchant verifies the Cardholder's address, in whole or in part. Primarily used by Mail/Telephone/Internet order merchants, Address verification is intended to deter fraudulent transactions. However, it is not a guarantee that a transaction is valid.

Affiliate: is an entity that, directly or indirectly, (i) owns or controls a party to this agreement or (ii) is under common ownership or control with a party to this agreement.

Authorization: Approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only the availability of the Cardholder's credit limit or funds at the time the Authorization is requested.

Authorized Center: A department that electronically communicates a merchant's request for Authorization on Credit Card transactions to the Cardholder's bank and transmits such Authorization to the merchant via electronic equipment or by voice Authorization.

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

Business Day: Monday through Friday, excluding Bank holidays.

Card: See either Credit Card or Debit Card.

Cardholder: Means the individual, entity, or association whose name is embossed on a Card and any authorized user of such Card.

Card Organization: Any entity that is (i) formed to administer and promote Credit Cards and/or Debit Cards, and (ii) supported by Provider.

Card Organization Rules: The rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Chargeback: A Card transaction (or disputed portion) that is returned to us by the Issuer. Customer is responsible for payment to Servicers for all Chargebacks.

Chargeback Percentage: Monthly percentage calculated by dividing Customer's total monthly Visa and Mastercard Chargeback items by the number of Customer's total monthly Visa and Mastercard transactions.

Credit: A refund or price adjustment given for a previous purchase transaction.

Credit Card: An account that (i) may be presented in various form factors (including, but not limited to, mobile devices, cards, fobs, or tags), (ii) bears the Mark of a Card Organization, and (iii) enables the Cardholder to buy goods or services on credit.

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

Debit Cards: PIN Debit Cards and Signature Debit Cards.

Discount Rate: A percentage rate and/or other amount charged to a merchant for processing its qualifying daily credit and/or debit transactions.

Imprinter: A manual or electric machine used to physically imprint the merchant's name and ID number as well as the Cardholder's name and Card number on Sales Drafts.

Issuer: The financial institution or Card Organization that has issued a Card to a person.

Magnetic Stripe: A stripe of magnetic information affixed to the back of a plastic Credit Card or Debit Card that contains essential Cardholder and account information.

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

Merchant Account Number (Merchant Number): A number that numerically identifies each merchant location, outlet, or line of business to Provider for accounting and billing purposes.

N/A: If "n/a" is used when referring to a fee or a selection in Schedule A, "n/a" means that the service relating to the fee or the selection is not being provided. Generally meaning "not applicable".

PIN: A personal identification number entered by the Cardholder to authenticate a PIN debit transaction.

PIN Debit Card: A card or other payment form (including, but not limited to, mobile devices, fobs, or tags) that (i) bears the Marks of PIN debit networks, (ii) enables the Cardholder to buy goods or services by debiting the Cardholder's demand deposit account or stored value/prepaid account, and (iii) is authenticated either with a PIN or, under applicable Card Associate Rules, without a PIN for qualifying transactions.

Point of Sale (POS) Terminal: A device placed in a merchant location which is connected to Provider's system via telephone lines or otherwise and is designed to authorize, record and transmit settlement data by electronic means for all sales transactions with Provider.

Preauthorized Order: A Cardholder's written authorization to make one or more future charges to such Cardholder's Mastercard Card account.

Recurring Sale: A Cardholder's written authorization to make one or more future charges to such Cardholder's Visa or other non-Mastercard Card account.

Retrieval Request/Transaction Documentation Request: A request for documentation related to a Card transaction such as a copy of a Sales Draft or other transaction source documents.

Sales Draft: Evidence of a purchase, rental or lease of goods or services by a Cardholder from, and other payments to, Customer using a Card, including preauthorized orders, and recurring transactions (unless the context requires otherwise); regardless of whether the form of such evidence is in paper or electronic form or otherwise, all of which must conform to Card Organization Rules and applicable law.

Schedules: The attachments, addenda, and other documents, including revisions thereto, which may be incorporated into and made part of this Bankcard Addendum concurrently with or after the date of this Bankcard Addendum.

Services: The activities undertaken by Bank, , and/or Provider, as applicable, to authorize, process and settle all United States Dollar denominated Visa, Mastercard, and Discover Network transactions undertaken by Cardholders at Customer's location(s) in the United States, and all other activities necessary for Provider to perform the functions required by this Bankcard Addendum for Discover Network and all other Cards covered by this Bankcard Addendum.

Servicers: Unless otherwise indicated in a Schedule: (i) for Visa and Mastercard Credit Card transactions and for Visa and Mastercard Signature Debit Card transactions, "Servicers" means Bank and Provider collectively (with the words "we", "us", and "our" referring to Bank and Provider) and (ii) for all other Card transactions, "Servicer" means Provider only (with the words "we", "us", and "our" referring to Provider only).

Settlement Account: An account at a financial institution designated by Customer as the account to be debited and credited by Provider Bank for Customer's Credit Card or Debit Card transactions, Servicers' fees, Third-party Fees, and other amounts due under or in connection with the Bankcard Addendum, including returns, refunds, adjustments, Chargebacks, other amounts payable to Third Parties under instructions given by Customer to Servicers, and any other obligations of Customer under Card Organization Rules, the MSA, or the Bankcard Addendum.

Signature Debit Card: A card or other payment form (including, but not limited to, mobile devices, fobs, or tags) that (i) bears the Marks of signature debit networks, (ii) enables the Cardholder to buy goods or services by debiting the Cardholder's demand deposit account or stored value/prepaid account, and (iii) is authenticated without a PIN.

Third Party: Any person, entity, or association other than Servicers or Customer, including but not limited to Card Organizations, card-issuing organizations, telecommunications providers, delivery service providers/couriers, gateways, Customer's software providers/integrators or other service providers, and federal, state, or local governmental authorities. Star Networks, Inc. is a Third Party.

Third-Party Fees: Fees, charges, liabilities, or obligations imposed at any time by a Third Party (i) in connection with Customer's Credit Card or Debit Card transactions or (ii) as a result of Customer's acts or omissions. Third-party Fees including but are not limited to: interchange; Card Organization assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including, but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.

Transaction Fees: Service costs charged to a merchant on a per transaction basis.

Schedule A
Bankcard Addendum to Master Services Agreement

Fee Schedule

Unless otherwise indicated below, Customer will be charged, and will pay (as described in Section 12 of the Bankcard Addendum), all fees, charges, obligations, and other amounts described or referenced in this Schedule A (including Third-party Fees) on a daily basis.

1. TRANSACTION FEES FOR CREDIT TRANSACTIONS:

(a) The fees below are based on:

- (i) an annual Visa/Mastercard volume of \$975,052,723; and
- (ii) an average ticket value (all Card types) of \$60.00.

See B-7 – Pricing Proposal attached.

- (b) Each foreign Credit Card transaction submitted by Customer will be subject to a 0.2% international transaction handling fee.
- (c) The fees in this Section may be adjusted with notice to reflect increases or decreases in applicable sales or telecommunication taxes as levied by federal, state, or local authorities.
- (d) Supplies are provided at Provider's then-current price, plus a minimum supplies handling fee of \$20.00 per shipment.
- (e) Customer shall be responsible for payment of all shipping costs associated with any equipment purchased/leased from Servicers or maintained by Servicers hereunder.
- (f) Customer will pay Provider for all Third-party Fees incurred in connection with the Services provided to Customer.

2. INTERCHANGE, ASSESSMENTS, AND CARD ORGANIZATION FEES:

The Card Organizations impose certain fees and charges on Customer's transactions, some or all of which are charged to Provider as the processor for Customer's transactions. In addition to the fees referenced in Section 1 and Section 3, Customer will pay Provider for all fees, charges, and obligations imposed by the Card Organizations in connection with Customer's transactions (including but not limited to interchange); assessments against Customer (including but not limited to dues, issuer reimbursement, fines, penalties, and fraud recovery losses); access fees, switch fees, and other fees established by the Card Organizations; adjustments; and Chargebacks.

Interchange (Visa, Mastercard, and Other Card Organizations)	Pass-through	per transaction
Assessments (Visa, Mastercard, and Other Card Organizations)	Pass-through	per transaction
Fees Established by Visa, Mastercard, and Other Card Organizations	Pass-through	per transaction
Adjustments/Chargebacks	Pass-through	each

3. **ADDITIONAL FEES:**

See B-7 – Pricing Proposal attached

4. **OTHER SERVICES:**

- A. Services for the transaction types selected below are provided by Provider, and the fees and charges for these Services are set forth in Sections 1 through 3 of this Schedule A.

☐ None Enabled ☐ American Express* ☐ Discover Authorization Only*
☐ JCB* ☐ Diners Club* ☐ Voyager**
☐ Wright Express* ☐ Fleet*

The Card Organizations selected above are collectively referred to as (“Issuer”) in this Section 4.

*Card processing services for these transaction types may be subject to a separate agreement.

**Servicers will settle Voyager transactions directly to merchants. The other Card Organizations selected above will settle the transactions of those Card Organizations.

General. In the event Customer has a separate Issuer agreement with a respective Issuer, all Chargeback and financial obligations including but not limited to fees and issues related thereto shall be governed by the terms of such Issuer agreement. Notwithstanding the foregoing, in the event Provider is providing settlement services for Diners Club and/or JCB transactions Provider shall be responsible for providing such services pursuant to the terms of the Bankcard Addendum. Customer shall comply with all terms and conditions of the Issuer agreement and the applicable rules, regulations, interpretations, and other requirements of the respective Issuer and shall not seek authorization for or submit for processing or settlement hereunder any Issuer Card transactions at any time when Customer does not have in effect a valid Issuer agreement with such Issuer. Customer agrees to notify Provider immediately upon the termination of any Issuer agreement to which it is a party. Upon such termination, Provider shall have no further obligations hereunder to provide any services to Customer with respect to any transactions involving such Issuer Cards.

In the event Customer does not have a separate Issuer agreement with a respective Issuer, the Issuer Card services to be provided hereunder shall be in accordance with the terms herein and the Bankcard Addendum.

Issuer Consents. Customer shall be responsible for obtaining any operational consents required of Issuer to comply with procedures or practices contemplated by both Customer and Provider under this Bankcard Addendum. Provider does not warrant or bear responsibility for the performance of any Issuer in any way.

Authorization Services Only. For each of the networks selected above, Provider is providing authorization services only for Issuer Card transactions as specified herein, and Customer shall seek such authorization through Provider. Provider will submit the settlement file to the applicable Issuer on behalf of Customer. For any network not selected above, Provider is not providing processing services for Issuer Card transactions, and Customer shall be responsible for processing and submitting directly to the applicable Issuer for settlement of such Card transactions, if Customer accepts such networks' Cards.

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

- B. **Discover® Network/Full-Service Program:** Services for Discover® Network/Full-Service Program are provided by Provider, and the fees and charges for these Services are set forth in Section 1 through 3 of this Schedule A.

_____ Discover® Network/Full-Service Program Not Enabled

_____ Discover® Network/Full-Service Program

The terms and conditions of the Bankcard Addendum and Your Payment Acceptance Guide shall govern Customer's acceptance of Discover® Networks Cards, and Providers' provision of Services to Customer in connection with Discover® Network Card transactions.

Provider is the Acquirer for Discover transactions under this Section B and the Discover services are solely between Customer and Provider.

Settlement of Transactions: The timing of Customer's Settlement payments is described in Your Payment Acceptance Guide and Bankcard Addendum, unless otherwise indicated by Provider in writing. Provider may, at its discretion, change the timing of Customer's Settlement payment upon five (5) calendar days' advance written notice if required by Discover® Network. Customer's terminals or point-of-sales devices must be programmed with the Merchant Account Number that Provider assigned to Customer if Customer is to receive Settlement for Discover® Network Card Sales. Customer is responsible for reprogramming of Customer's terminals. If a Third Party programs Customer's terminals, Provider is not responsible for such Third-Party's acts and omissions in connection there-with, including, without limitation, any payment of Customer's Settlement amounts to the incorrect party. If Customer does not receive Settlement amounts for Discover® Network Card sales in accordance with the Bankcard Addendum and Operation Regulations, Customer must contact Provider immediately or risk non-payment for such Discover® Network Card sales.

Term. Provider may terminate the Discover® Network Program at any time and for any reason by giving you thirty (30) days prior written notice. Provider may terminate immediately and without such notice if Customer has materially breached the Discover® Network Program due to an Event of Default as outlined in the Bankcard Addendum, or if the Discover® Network Card sales conducted by Customer, the goods or services sold by Customer or Customer's business practices violate any U.S. federal, state or local laws, statute, or regulation. Furthermore, Customer acknowledges that the Discover® Network Operating Procedures give Discover® Network certain rights to require termination or modification of the Discover® Network Program with respect to transactions involving Discover® Network Cards and Discover® Network Card system and to investigate Customer.

Retention of Records. Customer agrees to keep an original copy of all Sales Drafts, mail/telephone order forms, documentation required in Your Payment Acceptance Guide and other related document(s), e.g., shipping invoices, for no less than three hundred and sixty five (365) days from the Discover® Network Card transaction date, or one hundred and eighty (180) days from the date of submission of the Sales Draft, whichever is later. Customer also agrees to keep microfilm or other copies of Sales Drafts for no less than three (3) years from the date of the Discover® Network Card transaction.

Factoring. Customer agrees that they will not factor any Discover® Network Card sales. See Operating Procedures for complete details regarding what constitutes factoring and the liability incurred if Customer factors any Discover® Network Card sales.

Contact. Any provision contained in the Bankcard Addendum which directs Customer to contact Discover® Network for customer services or for any other inquiry or purpose is modified hereby to provide that Customer is to contact Provider for customer service or in relation to such inquiry or purpose.

References to Discover® Network Procedures. Any provisions contained in the Bankcard Addendum which refers to Cards other than Visa or Mastercard shall be construed as not to apply to Discover® Network Cards, and any provision which refers Customer specifically to procedures or terms and conditions of Discover® Network (but not references to Card Organization Rules) will be disregarded.

5. **DEBIT SERVICES:**

A. **General:**

Customer acknowledges its understanding that all parties involved in processing adjustments and Chargebacks to Debit Card transactions are regulated by time frames specified in the Card Organization Rules, the Electronic Funds Transfer Act, Regulation E, and other applicable laws. Customer must reconcile Debit Card transactions at each of its locations within one (1) business day of the original Debit Card transaction. If Customer discovers an error involving any Debit Card transaction processed by Provider, Customer must promptly initiate the appropriate adjustment transaction to correct the error, or Customer may be subject to additional fees, fines, or other action.

Unless otherwise authorized by Provider in writing, Customer agrees to use Provider-compatible terminals/PIN pads or systems capable of processing all on-line Debit Card transactions, and to place them at its merchant locations. As between Provider and Customer, all software residing

on these terminals or systems is the sole property of Provider. Any software residing in Customer-owned terminals or systems must be Provider-compatible. In the case of an inoperative terminal or system Customer may consult Customer's warranty, , as applicable. Responsibility for the installation of and training in the use of terminals is dependent upon the type of equipment or system being used by Customer.

Which debit network is used for a Debit Card transaction will depend on various factors, including whether a particular debit network is available at the time of the transaction, whether a particular Debit Card is enabled for a particular debit network, and other legal requirements relating to routing. Servicers may use, at our sole discretion, any debit network available to us for a given Debit Card transaction.

Only equipment approved by Provider can be used with the debit services. Equipment for the debit services is provided under a separate equipment addendum.

B. SETTLEMENT, FEES, AND DEBIT CARD TRANSACTION TYPES (INCLUDING PIN, PINLESS, AND SIGNATURE):

The Card Organizations impose certain fees and charges on Customer's Debit Card transactions, some or all of which are charged to Provider as the processor for Customer's Debit Card transactions. In addition to the fees and charges described above, Customer will pay Provider for all fees, charges, and obligations imposed by the Card Organizations in connection with Customer's Debit Card transactions (including, but not limited to interchange); assessments against Customer (including, but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); access fees, switch fees, and other fees established by the Card Organizations; adjustments; and Chargebacks, as referenced in Section 2 of this Schedule.

Settlement of Customer's Debit Card transactions will occur on a "net settlement" basis, as described in the Bankcard Addendum. As part of the settlement process for Customer's Debit Card transactions, Customer will pay on a daily basis (via deduction from applicable settlement funds) all returns, refunds, adjustments, Chargebacks (including Servicers' related losses), Servicers' fees (based on this Schedule), Third-party Fees, other amounts payable to Third Parties under instructions given by Customer to Servicers, and any other obligations of Customer under Card Organization Rules, the MSA, or the Bankcard Addendum.

Each foreign Debit Card transaction Customer submits (where available) will be subject to a 0.2% international transaction handling fee, in addition to the fees below.

Customer will pay the following transaction fees for the selected Debit Card transaction types:

See B-7 – Pricing Proposal attached

Customer will pay the following additional fees in connection with its Debit Card Transactions:

See B-7 – Pricing Proposal attached

Schedule B

Service Level Agreement

This Service Level Agreement ("SLA") is made a part of that certain Bankcard Addendum to the Master Services Agreement by and between Truist Bank ("Provider" or "Bank" or "Servicer(s)") and Customer as defined in the MSA ("Customer"). Any term not otherwise defined herein shall have the meaning ascribed to it in the Bankcard Addendum. The rights described in this Schedule shall be Customer's exclusive remedy under the MSA and this Bankcard Addendum for Provider's failure to meet the SLA (defined herein) in accordance with the terms below.

A. Authorization System Availability and Transaction Authorization Response Time.

- (i) Provider's authorization system will be available to respond to transaction authorization inquiries as set forth below.
- (ii) Providers monthly response time for authorization transactions shall be as set forth below, excluding authorization timeouts, voids, authorization reversals, offline transactions, and invalid format authorizations ("Response Time"). Response Time is measured from the time that the transaction enters the Provider host authorization system to the time the response exits the Provider host authorization system, less the time in the Card Organization's system, and any delay that either party can directly attribute to Customer, third-party networks, issuers, and communications carrier. This Service Level (defined herein) assumes Customer is using the authorization transaction processing method in place at the signing of the Bankcard Addendum.

Note: Each system will have its own Availability measurement. For clients using multiple system, Provider tracks and reports by system. Depending on the client specific agreement, the system availability may get rolled into an overall Authorization System Availability measurement or percentage.

North Platform

Availability – The Authorization System will be available to respond to authorization inquiries 24 hours per day, 7 days per week for 99.95% of the total minutes in the month.

Merchant authorizations during period when third-party networks, issuers, associations and communications carrier outages, slow responses and scheduled maintenance occur will be excluded from this measurement.

Response time – Provider's monthly response time for authorization transactions shall be within three (3) seconds for at least 99.5% of all authorization transactions during a calendar month, excluding Authorization timeouts, voids, Authorization reversals, offline transactions, and invalid format Authorizations.

Response times are measured from the time that the transaction enters the Provider host authorization system to the time the response exits the Provider host authorization system, less the time in the Association's system, any delay that either party can directly attribute to Customer, third-party networks, issuers, and communications carrier.

Compass Platform

Availability – The Compass on-line authorization system will be available to respond to authorization inquiries 24 hours per day, 7 days per week for 99.95% of the total minutes in the month excluding scheduled maintenance.

Response Time – Response Time for Automated Transactions: The processor Authorization System shall exert their commercially reasonable efforts to respond to an authorization request within 2 seconds or less, on average, during any calendar month period excluding scheduled maintenance, or Customer/third party caused issues, PayPal and Flexdetect transactions.

Response times are measured from the time that the transaction enters the Provider host authorization system to the time the response exits the Provider host authorization system, excluding any delay that either party can directly attribute to Customer, third-party networks, issuers, Associations, and communications carrier outages.

The service level assumes Customer is using the standard authorization transaction processing method and is based on the authorization transaction processing method in place at the signing of this contract. Any customization or implementation of additional services such as TransArmor®, Offers, Smart Routing, or biometrics which may impact this service level may result in a modification to this service level.

Buypass Platform

Availability – The Authorization System will be available to respond to authorization inquiries 24 hours per day, 7 days per week, for 99.95% of the total minutes in the month.

Merchant authorizations during periods when third-party networks, issuers, associations and communications carrier outages, slow responses and schedule maintenance occur will be excluded from this measurement.

Response Time – Buypass Response Time for Automated Transactions: The processor Authorization System shall exert their best efforts to respond to an authorization request within 2 seconds or less, on average, during any calendar month period.

Response times are measured from the time that the transaction enters the Provider host authorization system to the time the response exits the Provider host authorization system, excluding any delay that either party can directly attribute to Customer, third-party networks, issuers, Associations, AND communications carrier outages. First Data scheduled maintenance and non-financial transactions such as nightly totals requests, email, loads etc. will be excluded from this measurement.

This service level assumes Customer is using the standard authorization transaction processing method and is based on the authorization transaction processing method in place at the signing of this contract.

ClientLine

Availability – Client Line Application Availability: The ClientLine Application will be available 24 hours a day, 7 days a week for 98% of the total minutes in the month excluding outages associated with scheduled maintenance and outages beyond the control of Provider.

Note: For clients that have both Business Track Availability and ClientLine Application Availability, an SLA miss counts toward only one single penalty, not multiple penalties and it will apply only to the most onerous penalty (so if both measures are missed we count them as single failure not multiple).

PayPoint

Availability – The PayPoint Payment Gateway will be available to process payment transactions 24 hours per day, 7 days per week, for 99.7% of the total minutes in the month.

Payment processing during period when merchant processors, third-party networks, issuers, associations and communications carrier outages, slow responses and schedule maintenance occur will be excluded from this measurement.

Note: All servers in a single tier must be unavailable concurrently before a defect is taken. Also, when an outage occurs on a server causing the rollover to another server, we count the time it takes to rollover as downtime since there could be transactions that are impacted during the rollover process. A minimum of one minute downtime is taken during rollover if the actual time is less than one minute.

Clover

Availability – The Clover System will be available for retrieval or sending of transmissions, 24 hours per day, 7 days per week, excluding downtime during scheduled system maintenance or Customer-caused and/or third party-caused incidents and non-Provider caused issues, for 99.9% of the minutes in the month.

- A. **Service Level Credits.** In the event Provider fails to meet any or all of the required Service Levels set out in Section A in any calendar month after the third (3rd) month of the Term following a full chain migration, Provider shall provide Customer a Credit in the amount of 5% of the transaction processing fees for that month. At the end of each month, Provider will issue a Credit to Customer which will be applied against the monthly transaction fees for the next month. In the event of both an Availability and Response Time Service Level deficiency in a month, Customer shall only be entitled to one Credit and not both per month for such Service Level deficiencies. Credits will be applied to future amounts owed, except to the extent the Credit is issued in the last month of the Term, in which case such Credits will be used to offset any unpaid invoices sent to Customer.
- B. **Service Level Reports and Reviews.** Provider will prepare a monthly performance report indicating the degree of compliance with each Service Level above and provide it to Customer monthly at no additional cost beginning thirty (30) days from the date of full chain migration. To the extent Provider fails to achieve a particular Service Level, Provider will perform a root cause analysis identifying the causes of failure and provide a recommended corrective action within a commercially reasonable time after a Service Level has been missed. Provider and Customer shall review the Service Levels on a quarterly basis or monthly if Service Levels are not being met. In addition, if Customer disputes the results of the monthly performance report, Customer shall notify Provider of the basis of the dispute along with any available information or documentation supporting its position and Provider shall make available a knowledgeable person from operations to review the information from Customer, and such person shall meet with Customer and provide additional information to resolve the discrepancy in the performance report. In the event the discrepancy is not resolved to Customer's satisfaction, Customer may request a senior executive to senior executive meeting to attempt to resolve the issue.

- C. **Right to Terminate Services for Missed Service Levels.** If the Provider fails to meet a particular Service Level in three (3) consecutive months, Customer may terminate Services without incurring any penalty or termination fees, by providing Provider written notice of its intention to terminate the Bankcard Addendum. Such notice shall be given within thirty (30) days of Customer's receipt of the report indicating the Service Level miss giving rise to the right to terminate or the right shall be deemed waived.
- D. **Exclusion Events.** The Provider will not be responsible for any Service Level deficiency resulting from any of the following, and as such it will not constitute a Service Level deficiency:
- i. Service Level deficiency caused by a failure of any component for which Provider is not responsible, including but not limited to, all Customer-provided or Customer-managed electrical power sources, networking equipment, computer hardware, computer software or internet or telecommunications access.
 - ii. Service Level deficiency caused by Force Majeure Events, so long as Provider has implemented its business continuity plan;
 - iii. Service Level deficiency which occurs during implementation of Customer-initiated changes (e.g. if Customer requests a change that requires Provider to take the system down during business service hours) whether implemented by Customer or the Provider on behalf of Customer but only if Customer expressly requests the change in writing;
 - iv. Service Level deficiency caused by the acts or omissions of Customer, its employees, third-party contractors, vendors or agents; or
 - v. Service Level deficiency due to Customer providing inadequate network capacity or bandwidth or for delays caused by the flow of data outside Provider's control.
- E. **Definitions.** The following definitions shall apply to this Schedule B.

Scheduled Maintenance: shall mean non-emergency maintenance on the Servicers' systems that is pre-planned and conducted in accordance with schedules published by the Servicers with no less than seven (7) days' prior written notice to Customer.

Total Minutes: shall mean the total number of minutes in a month minus the number of minutes in a month of (i) Scheduled Maintenance; and (ii) slow responses not caused by Servicers or its subcontractors providing the Services and caused by third-party networks, issuers, Card Organizations, and communications carriers.

Unplanned Outages: shall mean the period of time that Provider's authorization system is unavailable, including when due to an immediate maintenance requirement such as reactive patches or infrastructure repair, or Scheduled Maintenance that was not timely communicated to Customer as set forth herein.



B-7 - PRICING PROPOSAL

Visa/Mastercard	
Transaction Fee	\$0.010 + Admin Fee \$0.005
Assessments request	Visa Debit-0.13%; Visa Credit-0.14%; Mastercard-0.13%. Varies based on card brand. Charts available upon request.
Access Fees	\$0.025
Other Fee (Voice Auth. Fee)	\$0.50 per authorization
Other Fee (Network Access Fee)	\$0.00 per month
Other Card Types	
PIN Based Debit Card Fee	\$0.015
American Express Transaction Fee	\$0.015
Discover/Diners Transaction Fee	\$0.015
Other Fee (Visa FanFee)	
Electronic Check Fees (Fiserv)	
Electronic Check Acceptance (ECA) Fee Transaction Fee Verification Only	\$0.18
ECA with Check Warrant Inquiry Rate	0.68%
ECA with Check Warranty Transaction Fee	\$0.10
Internet Check Acceptance (Verification) Transaction Fee	\$0.18
Internet Check Acceptance (Warranty) Inquiry Rate	2.70%
Internet Check Acceptance (Warranty) Transaction Fee	\$0.18
Checks by Phone (Warranty) Inquiry Rate	3.60%
Checks by Phone (Warranty) Transaction Fee	\$0.18
Checks by Phone (Verification) Transaction Fee	\$0.18
Reporting Fees (specify terms, e.g., price per month, price per report, etc.)	
Reporting System Access	Free for CLX
Daily Reports	\$0.00
Monthly Reports	\$0.00
Data Files	\$0.00
Custom Reporting	This would be based on reporting needed.
Other Fees (Described in detail)	
Other Card Fee (Compliance Fee)	\$9.95 per month
Other Card Fee (PCI Non-Compliance fee)	\$15.95 per month when non-Compliant
Other Card Fee (Chargeback Fee)	\$10.00 per month

Purchased Hardware	Number of Units	Cost Per Unit*
Hardware on Fiserv		
FD-150		\$345.00
RP-10 Pin Pad		\$235.00

Purchased Hardware	Number of Units	Cost Per Unit*
Verifone V200C Plus		\$345.00
Verifone V400C Plus		\$365.00
Verifone P200		\$275.00
Verifone P400 Plus		\$365.00
Verifone V400M		\$695.00
Ingenico Desk3500		\$335.00

*If the cost of equipment increases, this may be passed along to the State.

Software Reprogramming Costs: If a device needs to be re-encrypted for a software with Fiserv as the processor, a fee of \$20 + shipping per device will be charged.

Replacement devices on Fiserv:

FE-150 \$150.00

RP-10 \$150.00

All Verifone devices \$150.00

Note: All replacements will also be billed for freight/shipping costs.

Fiserv Processing: Fiserv's program sets up a separate merchant ID number specifically to process the service fees.

The merchant must be registered for the Service Fee program. They must have an MCC of government or education payment transaction. They can charge this fee as either card present or card not present.

The payment and fee must be submitted and processed as two separate transactions except as noted below:

- The government or education payment transaction must include the merchant name in the Merchant Name Field (e.g., "U.S. Treasury Payment" for federal tax payments; name cannot exceed 25 characters in length).
- The service fee transaction must include the merchant or service provider name in the first three, seven or 12 positions followed by an asterisk (*) in the next position, followed by the words "Service Fee".
- Customer support phone number in the Merchant City field.
- State of the service provider in the Merchant State field.

Managed Service Fee Model (Fiserv): The User Entity never has to deal with the service fee funds. The only funds the department will see will be the transaction of the payment. The service fee for the transaction will go into the Fiserv account. All the costs and expenses (i.e., Interchange, Per Transaction, other Card Brand Fees, and most merchant processor charges for the service) will be withdrawn from the Fiserv account.

Additional Merchant Account Fees

Fiserv platform

Early Termination Fee: \$0.00

ACH Reject Fee: \$25 per reject occurrence

Wireless terminals using 4G Cellular (Fiserv) GPRS to process will have the following additional fees: \$25 per month per device

Fiserv TransArmor Tokenization and Encryption

Encryption: \$0.002 per transaction

Tokenization: \$0.005 per transaction

Table 3: Clover Software as a Service (SaaS) Fees

	General Plans			Specialty Vertical-based Plans		
Plan names	Payments	Essentials	Register	Counter Service Restaurant	Table Service Restaurant	Healthcare (Healthcare MCCs Only)
Software Plan Monthly Cost (includes one hardware device)	\$0	\$14.95	\$44.95	\$44.95	\$74.95	\$0
Monthly Cost Per Additional Device	\$0	\$9.95	\$9.95	\$9.95	\$9.95	\$0
Is Clover hardware required?	No	No	Yes	Yes	Yes	Yes
Hardware Supported	Go, Flex, Mini	Go, Flex, Mini	Flex, Mini, Station Solo, Station Duo	Flex, Mini, Station Solo, Station Duo	Flex, Mini, Station Solo, Station Duo	Go, Flex Mini

Govolution Schedule of Fees

Velocity Payment System Modules and Fees – Non-Convenience Fee Applications

Velocity Payment System Modules (Cost Basis per Application):	Old Product Name	Implementation Fee ^{1,2}	Monthly Fee ²	Transaction Fee ¹
Gateway:				
Gateway	V+Link	\$190.00	\$40.00	\$0.13
EMV Gateway		\$190.00	\$40.00	\$0.13
Web Portals:				
Basic Web Payments	V+Portal	\$630.00	\$40.00	\$0.13
eDocument		\$1,570.00	\$40.00	\$0.13
Integrated Web Payments	V+Relay	\$320.00	\$40.00	\$0.13
Integrated Check Out	V+Relay	\$320.00	\$40.00	\$0.13
Basic Bill Presentment	V+Bills	\$690.00	\$100.00	\$0.13
Advanced Bill Presentment ⁴	Enrolled	\$1,570.00	\$190.00	\$0.13
Shopping Cart (3D Cart)	V+Cart	\$190.00	\$40.00	\$0.13
Mobile:				
Basic Mobile	V+Portal	\$630.00	\$40.00	\$0.13
eDocument Mobile		\$1,570.00	\$40.00	\$0.13
Integrated Mobile	V+Link	\$320.00	\$40.00	\$0.13
Mobile Bill	V+Bills	\$690.00	\$100.00	\$0.13

IVR: (Additional IVR fees also apply, see below)				
Basic IVR	V+TPS	\$320.00	\$100.00	\$0.13
Advanced IVR	V+TPS Bill	\$690.00	\$100.00	\$0.13
Contact Center IVR		\$3,130.00	\$190.00	\$0.13
Custom IVR	V+TPS	See IVR Fees	\$100.00	\$0.13
Call Center:				
Call Center System		\$1,570.00	\$20.00/user	\$0.13
CRM Payments 360 (Call Center Edition)		\$2,250.00	\$20.00/user	\$0.13
Integrated inContact CXOne		See Call Center User Fees	See Call Center User Fees	\$0.13
POS:				
Virtual Terminal	V+POS	\$130.00	\$30.00	\$0.13
Virtual Terminal, Stored Profiles	V+SP	\$130.00	\$40.00	\$0.13
Integrated Virtual Terminal		\$320.00	\$40.00	\$0.13
Cashiering Interface	V+Link	\$190.00	\$40.00	\$0.13
Integrated Teller Cashiering System		See Integrated Teller Fees	See Integrated Teller Fees	\$0.13
Administration Suites:				
Administration Suite	V+Admin	Included	Included	
CRM Payments 360 (per application)		Included	\$100.00	
Enterprise Reporting (per Administration Suite)		\$630.00	\$130.00	

¹Existing merchant ID conversion of Velocity Deployed Applications will be managed and performed by Govolution in collaboration with Truist and the implementation fee does not apply. Existing Velocity Application deployments will be retained with all existing Velocity configuration parameters maintained. Any change to existing configurations will require a Change Order and authorized agency/department approval. Change Orders will be billed at Professional Service rates. Implementation and Monthly Fees shall begin on the first business day upon completion of set-up of application within the client staging environment. If an implementation is terminated during the implementation process, the Upfront Implementation Fee will be assessed if the staging environment has been deployed.

²Implementation and Monthly Fees will be invoiced upon deployment into the Production Environment.

³Transaction fee applies to credit/debit card authorization requests; successful credit card/debit credits; successful ACH debits; successful ACH credits; and other recorded transactions uploaded to the Velocity Payment System database, excluding billing data.

⁴The Upfront Implementation Fee for Advanced Bill Presentment differs from the other product modules. The Upfront Implementation Fee is \$1,570.00 for the deployment of the product module, and the Admin Suite for one application. If there are multiple applications associated with Advanced Bill Presentment deployment, the application agency/department will also be assessed the Virtual Terminal Only Upfront Implementation Fee for each additional application. For example, if there are three applications associated with an Advanced Bill Presentment deployment, the total Upfront Implementation Fee will be \$1,830.00 = (\$1,570.00 + 2 x (\$130.00)). The Monthly Fee will remain \$190.00 per month.

IVR Fees

	Per Minute Fee
0-100,000	\$0.19
Next 100,000	\$0.17
All minutes in excess of 200,000	\$0.16

- Telecommunication fees apply whether or not a transaction is processed by the system.
- The Standard IVR implementation includes a single standard IVR call script utilizing a computer- generated English voice and standard call flow. Each additional language and/or non-standard call flow is classified as a custom call script. Voice talent will be provided by a Govolution-contracted vendor only.
- The Custom IVR Call Script with Professional Voice Talent includes the recording of the call scripts by Govolution- approved contractor, loading of all of the recorded prompts into the IVR system, mapping of the recording prompts into the standard call script and testing and validation of the entire call script. Govolution will provide a time estimate prior to the commencement of any custom call script development or voice recording services. If an alternative third-party Professional Voice Talent is utilized and procured by the application agency/department, Govolution's service will include loading of all of the recorded prompts into the IVR system, mapping of the recording prompts into the standard call script and testing and validation of the entire call script at IVR Professional Voice Talent rates listed in the Professional Services section.
- An IVR implementation is defined as one or more applications associated with a single IVR telephone number. Each IVR phone number is defined as a separate IVR Implementation.

Other Professional Services

Labor Category	Hourly Rate
Principal	\$230.00
Senior Technical Analyst	\$190.00
Project Manager	\$190.00
HTML Developer	\$120.00
Code Developer	\$160.00
Technical Writer	\$120.00
IVR Professional Voice Talent (English)	\$190.00
IVR Professional Voice Talent (Spanish)	\$220.00
Security Assessments/Audit Support	\$160.00
Agency/Department Training	\$160.00
Other Services	Rate
Bulk Load CLIENT Profile File Conversion (No charge for standard Velocity API upload)	\$3,200.00
CLIENT Generated Negative Check Database Integration	\$700.00
Image Storage (per Item, per month, excluding signature storage)	\$0.03
Text Notification (above 500,000 per month)	\$0.03
New ACH ODFI Integration	\$12,500.00
Bank On Us ACH Intercept	\$2,500.00
Custom Billing File	\$6,500.00
Check Guarantee Service Integration	\$500.00

Integrated inContact CXOne

Velocity's Call Center System can be provided with integrated inContact CXOne products for integrated Automated Call Distribution (ACD) and Agent Desktop Software for agent call centers.

inContact CXOne fees are as follows:

	Monthly Fee
Integrated inContact Agent Desktop and ACD:	
NICE inContact CXone ACD	\$125.00/Configured User
NICE inContact CXone ACD	\$ 150.00/Configured Station
Additional Configured Universal Ports (2 ports)	\$100.00
CXOne Implementation Fees:	
NICE inContact CXone Pro Services Silver-Block (5 hours of Professional Services)	\$1,600.00
NICE inContact CXone Pro Services Gold-Block (10 hours of Professional Services)	\$3,100.00
NICE inContact CXone Pro Services Platinum-Block (20hours of Professional Services)	\$6,000.00
NICE inContact CRM Integration for CXone Used for Professional Services hours specifically with CRM Integration	\$300.00/hour
NICE inContact CXone ACD Training Packages:	
Agent Remote: Virtual training for agents on Agent tool.	\$1,600.00
Agent & Supervisor Remote: Virtual training for supervisors on the Agent and Supervisor tools.	\$1,600.00
Auto Attendant Remote: Virtual administrative training on Auto Attendant tool.	\$1,600.00
Central Administration Remote: Virtual administrative training on inContact platform.	\$1,600.00
Core Classroom: Instructor led training on inContact ACD applications - Central, Agent, and Reporting.	\$8,200.00

inContact Usage and On-Demand Service Fees

Network Connectivity Usage Rates		
Flat Rate		
Distance	Inbound Toll Free	Outbound Termination
USA (Contiguous States)*	\$0.0180	\$0.0150

Extended Call Areas**		
Alaska	\$0.2400	\$0.1650
Hawaii	\$0.0370	\$0.1430
Canada	\$0.0290	\$0.0130
Guam	\$0.3400	\$0.0390
Puerto Rico	\$0.1910	\$0.0250
Saipan/Mariana Islands	\$0.5100	\$0.0490
US Virgin Islands	\$0.1270	\$0.0170
International**	See International Rates	See International Rates
Local Inbound	\$0.0130	N/A
Outbound Toll Free	N/A	\$0.0130
Indeterminate (default)	\$0.0190	\$0.0190

*billed in 6-second increments with a 6-second minimum

**billed in 6-second increments with a 6-second minimum, apart from Mexico, which is billed in 60-second increments with a 60-second minimum

Monthly Software Subscriptions	
Additional Active Storage (per GB)	\$10.00
Long Term Storage (per GB)	\$0.13
Long Term Storage Retrieval (per GB)	\$1.73
Web RTC Softphone	\$0.00
Monthly Network Connectivity Subscriptions	
Domestic US Local Number	\$6.25
CNAM	\$1.25
Domestic US Toll Free Number	\$1.25
Hosted IP Voice - Standard	\$15.00
Hosted UP Voice - TLS	\$17.50
SIP Connectivity over Internet	\$12.50
Non-Recurring Network Connectivity	
Domestic US Local Number Activation (per BU)	\$125.00
Domestic US Local Number - Setup	\$1.30
Domestic Toll-Free Activation (per BU)	\$12.50
Domestic US Toll Free Number - Setup	\$1.30
Hosted IP Voice - Setup	\$25.00
SIP Connectivity over Internet - Setup	\$12.50
Softphone License Setup	\$60.00

Integrated Teller Cashiering System

	Implementation Fee	Monthly Fee
Teller Single Agency License:		
• 5 Named Users		
• Unlimited Read-only Users		

	Implementation Fee	Monthly Fee
- Credit/ACH through Velocity - Business System Integration through Velocity - Batch Accounting Interface	\$40,000 (includes services listed below)	\$1,600.00
Teller Additional User Fee	N/A	\$70.00
Teller Batch Interface License Fee	N/A	\$190.00
Teller Real Time Interface License Fee	N/A	\$320.00

- Remote Analysis Workshops
- Teller Test and Production Environment Setup
- Teller Configuration to Client Requirements
- Provisioning of business system integration through Govolution
- Remote support for User Acceptance Testing
- Includes 1 FTE/1 day onsite setup assistance
- Includes 1 FTE/1 day onsite training-Teller Usage & Teller Admin training courses (= <9 attendees)
- Includes 1 FTE 2 day onsite go-live support
- Includes dedicated Teller Project Manager throughout implementation
- Teller implementation services technician billed at \$160/hour

POS Peripheral Equipment	Device- Manufacturer/Model	Price
Standard Receipt Printer	Epson TM-T88VI Receipt Printer <i>Recommended though office laser printer can be used for low volume.</i>	\$500.00
Receipt Printer with Document Validation	EPSON, TM-H6000V-054, Multifunction printer, built-in USB & Ethernet interfaces, with MICR & drop in validation, S01, Blk. Includes Power Supply and an Ethernet or USB cable	\$900.00
Single-Check Scanner <i>Required for ACH and Check Imaging</i>	CX30-IJ Digital Check CheXpress Single Document Check Scanner with rear Ink Jet.	\$600.00
Multi-Check Scanner for ACH and Check Imaging <i>Alternative for ACH and Check Imaging.</i>	Digital Check TS-240 50 DPM, 100 doc feeder, 100 doc output pocket (No ink jet endorser).	\$1,000.00
Cash Drawer <i>Optional</i>	JB320-BL1821-C APG, SERIES 4000, heavy duty cash drawer + Cable	\$400.00
Barcode Scanner with Stand <i>Optional</i>	Honeywell, MS9540 Voyager CG kit, Scanner, LIGHT GRAY, USB, WITH STAND (46-46128), coiled low speed USB direct cable (53-53235X-N-3),documentation	\$300.00

Convenience Fee/Service Fee Pricing

In a Convenience Fee/Service Fee pricing model, the cardholder makes payment for the sum of the principal amount plus an additional fee ("Service Fee") to cover the cost of the transaction. The applicable agency/department will not be charged credit card or ACH processing costs and will not pay for Standard Implementation Fees, Monthly Fees or Technology Transaction Fees for the deployed application.

The Service Fee pricing offered below includes all configuration, deployment, implementation, training, testing, compliance, and customer support and maintenance services.

Payment Type	Service Fee Per Transaction
Credit/Debit Card	2.45%, \$1.00 minimum
Electronic Check/ACH	\$ 1.00

Govolution will be presented to cardholder as the third-party service provider charging the Service Fee/Convenience Fee at the time of the transaction and on the user's credit card statement in accordance to card brand regulations. The applicable department/agency will receive the payment amount (principal transaction) settled directly into an account designated by the agency/department for the specific e- Government application (e.g., personal property tax, real estate tax, etc.). A second transaction, Convenience Fee/Service Fee, will settle into an account owned by Govolution. Govolution will retain the Convenience Fee/Service fee from which technology fees, payment processing fees and service costs will be absorbed by Govolution. POS hardware are not included in the Fees covered by the Convenience Fee/Service Fee.

Validated P2PE (Point-to-Point Encryption) Services		
Validated P2PE Services available through Govolution - Monthly P2PE Maintenance Fee	Per P2PE Certified Device	\$9.00
Validated P2PE Services available through Govolution - P2PE Transaction Gateway Fee	Per P2PE Certified Transaction	\$0.05
Validated P2PE POS Encryption Fee	Per unit	\$50.00
ACH Routing Number/Account Number Validation Services		
Option 1 - Velocity Payment System utilizing Govolution's historical ACH payment database and historical ACH Returns database Real-Time	Per ACH Debit Transaction	\$0.00
Option 2 - MicroBuilt Risk Verify Database Real-Time Account Validation (available through Govolution):		
0 - 100,000 transactions per month (tier based on aggregated volume for all State of MD agencies utilizing the service)	Per ACH Debit Transaction	\$0.30
100,001 - 500,000 transactions per month (tier based on aggregated volume for all State of MD agencies utilizing the service)	Per ACH Debit Transaction	\$0.29
> 500,000 transactions per month (tier based on aggregated volume for all State of MD agencies utilizing the service)	Per ACH Debit Transaction	\$0.28

SCHEDULE D

The following Addenda are included in Schedule D: PayPoint Addendum, Debit Addendum, Amex Opt Blue Addendum, Convenience Fee Addendum, and Clover Services and Equipment, as applicable. All of the Services under these Addenda are provided by Truist Bank, successor in interest to SunTrust Merchant Services, LLC and/or its affiliates. Pricing for the Services are set forth in B-7 – Pricing Proposal.

PAYPOINT ADDENDUM

1. PayPoint Services. As an additional Service, Provider, through one or more of its affiliates or other subcontractors, will provide Customer with a payment administration solution that will allow Customer to manage payment and payment transaction data ("PayPoint Services") using an internet-based gateway ("PayPoint Gateway") described herein.

(a) The PayPoint Services will enable Customer to submit payment instructions initiated by their consumer ("Consumers") to Provider using the following payment channels: web-based applications, interactive voice response ("IVR"), customer representative assisted calls, point-of-sale devices, payment kiosk, or Consumer walk-in. The PayPoint Services will enable Customer to: (i) consolidate payment output files utilizing the PayPoint posting file(s); (ii) review payment reporting; (iii) perform detailed payment research related to status, date tracking, time tracking and successful or negative payment results; (iv) review payment authorization and return processing information; (v) perform payment void and refund processing; (vi) track payment chargeback and settlement activity; (vii) apply notes to specific payments or transactions; (viii) process ad hoc payments; (ix) access and manage multiple individual Consumer accounts; and (x) add certain personalization (Customer specific logo, color theme and/or text) to the Consumer Payment solution (if applicable).

(b) The PayPoint Services will support multiple payment types, including Card payments and electronic check ("eCheck") payments and other Automated Clearing House ("ACH") payments (collectively, "Payments"). The PayPoint Services will support Card Payments initiated by Consumers and processed using American Express Card, Discover Card, Mastercard Card, or Visa Card as well as other Card Payments that Provider identifies from time-to-time. The PayPoint Services will support eCheck Payments initiated by Consumers and submitted by Customer for processing by Provider using the ACH system. The PayPoint Services supports the following ACH Payment entry classes: TEL, WEB, CCD, and PPD, as defined by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines (collectively, the "Rules").

(c) Provider will fully host the PayPoint Services. In addition, if selected by Customer, the PayPoint Solution will provide Customer with a front-end solution ("Consumer Payments") that includes a ready-made website and/or IVR that can be personalized and a toolkit for Customer to manage the web-site personalization, branding the Consumer Payments site with Customer's trademark and logo provided by Customer. Customer shall integrate to the PayPoint Solution via (i) real time integration of Customer front end website with the PayPoint application programming interface; (ii) xml batch integration; or (iii) the Consumer Payment solution. Prior to the implementation of the PayPoint Gateway for Customer, and upon request from Provider at any time during Customer's use of the PayPoint Gateway, Customer will complete any requested documentation and provide any requested information regarding Customer's use of the PayPoint Gateway. Provider will have the right to reasonably audit Customer's use of the PayPoint Gateway at any time while Customer is utilizing the PayPoint Gateway. Customer will maintain a copy of each Customer's authorization for the longer of (i) two years, or (ii) the period of time required by the Rules. Customer will provide Provider with legible copies of the authorizations within seven (7) days of Provider's request for them.

(d) Customer will submit all Payments initiated by Consumers using the PayPoint Services and Provider's System. Customer will provide all transaction data, personal information, related information, and instructions (collectively "Payment Data") necessary for Provider to perform the Services. Customer will be the "Originator" (as defined in the Rules) of any ACH Payments that Customer submits for

processing under this Agreement and shall have all responsibilities and liabilities of an Originator under the Rules and Card association rules for such ACH Payments. Provider will be a “Third-Party Sender” (as defined in the Rules) with respect to such ACH Payments and shall have all of the responsibilities and liabilities of a Third-Party Sender under the Rules with respect to such ACH Payments. Customer will comply with all applicable Rules and will not originate transactions in violation of any applicable law. Customer will not itself act as a Third-Party Sender on behalf of any other Originator under this Agreement without Provider’s prior written consent. Provider may withhold its consent for any reason, including if the Originating Depository Financial Institution (“ODFI”) (as defined in the Rules) utilized by Provider does not provide consent to Provider. Provider will facilitate processing ACH Payments submitted by Customer by transmitting ACH files to one or more ODFIs that has agreed to originate ACH Payments for Provider’s Originators. Customer authorizes Provider and its ODFI to originate entries on behalf of Customer to the accounts designated in the Payment Data. Customer will be fully responsible and liable for the amount of any ACH Payments that are returned or reversed for any reason, including non-sufficient funds. If Customer assesses and collects convenience fees, Customer shall be solely responsible for complying with the Card association rules and Rules related to convenience fees. Provider may deduct or offset Returns or Reversals (as each is defined in the Rules) against amounts to be paid Customer hereunder for transactions or, alternatively Provider may initiate ACH debits to Customer’s account for all such Return or Reversals. Customer assumes all responsibilities and liabilities under applicable association rules or regulations related to processing Card Payments of its users. Customer represents and warrants that all Payments that its submits to Provider have been validly authorized in accordance with applicable law and the applicable Rules or the applicable card association rules and regulations for any Card Payments. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ENSURING THE VALIDITY, ACCURACY AND COMPLETENESS OF ALL PAYMENT DATA. PROVIDER WILL RELY UPON AND USE PAYMENT DATA SUBMITTED BY CUSTOMER WITHOUT FURTHER VERIFICATION IN ORDER TO PROVIDE THE SERVICES. Customer will be liable for any fees and fines (excluding fees and fines assessed solely against Provider) that result from inaccurate, incomplete, or untimely Payment Data. Provider will have no responsibility or liability for any error, omission, delay, failure to meet any processing timelines or accurately perform any of its PayPoint Services due to Customer submitting inaccurate, incomplete, or untimely Payment Data, or failing to perform its settlement obligations.

(e) If Provider consents in writing to Customer, itself, acting as a Third-Party Sender on behalf of any other Originator under this Agreement, Customer will (i) flow down all terms and conditions required by the Rules, including the applicable terms of Section (d) above, to the Originator, (ii) flow down Provider’s right to audit the Originator’s use of the PayPoint Gateway as described in Section (c) above, (iii) flow down to the Originator the obligation to complete any documentation and provide any information requested by Provider regarding its use of the PayPoint Gateway as described in Section (c) above, and (iv) shall have all the responsibilities and liabilities of a Third-Party Sender under the Rules with respect to such ACH Payments. Provider may terminate or suspend Customer’s ability to originate ACH Payments upon notice to Customer if Customer has violated the Rules.

(f) Convenience Fee Support is available through the PayPoint Services where an additional processing fee can be charged along with the primary payment. The PayPoint Services do not process settlement of convenience fees. Rather, the PayPoint Services enable tracking and management of convenience fee data submitted with other payment data received from Customer that assesses and collects convenience fees. Accordingly, if Customer assesses and collects convenience fees through the PayPoint Services, Customer shall be solely responsible for complying with the card association and NACHA rules related to convenience fees.

(g) The PayPoint Services **do not** include the following: (i) processing or management of Telecheck® agreements for eCheck payments; (ii) processing or management of merchant acquiring agreements for credit and/or debit cards payments; (iii) custom development by Provider (if Customer requires custom development, the effort will be separately scoped and quoted); or (iv) providing support directly to Consumers.

2. Payment for PayPoint Services. See B-7 – Pricing Proposal

3. Representations and Warranties. Customer and Provider each represent and warrant; (i) they have authority to execute this PayPoint Addendum; (ii) executing this PayPoint Addendum does not constitute a material conflict with, breach or default under any applicable law, their respective charter or bylaws, or any documents, agreements or other instruments which are binding upon the parties; and (iii) this PayPoint Addendum creates valid, legal and binding obligations that are enforceable against the parties. Further, Customer represents and warrants that it owns the Customer Logo.

4. Intellectual Property. This PayPoint Addendum does not grant Customer with any right, title, interest, license (express or implied) to any patent, trademark, service mark, copyright, trade secret or proprietary right associated with the PayPoint Gateway, Provider System, applications or business methods required or provided in connection with the PayPoint Services.

5. Provider System. Provider may update or alter the logical, physical or archival structure or organization of the Provider System, including any applications, databases, files, documentation or other information used to provide the PayPoint Services, from time to time in its sole discretion. Provider will conduct regular maintenance on the Provider System during designated time periods (“Scheduled Maintenance Windows”) during which it may limit or suspend the PayPoint Services. Scheduled Maintenance Windows may be modified by Provider from time to time during the Term upon prior written notice to Customer. Provider will make commercially reasonable efforts to notify Customer prior to performing any maintenance that will interrupt the PayPoint Services; provided, however, Provider may perform any emergency or other maintenance necessary to ensure the safety, security or stability of the Provider System at any time without prior notice to Customer. The Provider System will be accessible 99.7% of the time each calendar month, excluding Scheduled Maintenance Windows.

6. Conflict with MSA. This PayPoint Addendum shall supplement the provisions of the MSA set forth herein and all of the terms, conditions and provisions of the MSA shall not be modified or amended hereby and shall continue in full force and effect. In the event of any conflict between this PayPoint Addendum and the MSA, the terms of the MSA shall govern.

Clover Services Addendum

1 Your Business Information

Merchant Identification (**MID**) Number(s):

Your Business Legal Name:

Your Business DBA Name:

First/Last Contact Name:

Business Phone:

2 What This Addendum Does

- 2.1 This Clover Equipment Addendum (**Addendum**) adds certain Clover-branded point-of-sale equipment and related accessories (**Clover Equipment**) to your merchant processing agreement (**MSA**). The Clover Equipment is provided to you by Truist Bank (**Bank**).
- 2.2 The Clover Services are provided to you by Clover and may be governed by separate agreements between you and Clover ("Clover Terms"). You will receive credentials from Clover to open a **Clover Account**. You may be required to *click to agree* to certain updated Clover Terms or applications to access or to continue accessing the Clover Account or applicable Clover Services.
- 2.3 If anything in this Addendum directly conflicts with the MSA, the MSA will control.
- 2.4 The Addendum begins on the latest date that appears in the signature block (**Effective Date**) and continues in effect until the MSA terminates, in which case, this Addendum will automatically terminate. A breach of this Addendum constitutes an Event of Default under the MSA.
- 2.5 You are responsible for maintaining the confidentiality of the account numbers, passwords, security questions and answers, login details, and other information (together, **Credentials**) needed to access your Clover Equipment. Bank will rely on your Credentials to authenticate access to your Clover Equipment. You must notify Clover immediately if you become aware of any loss or theft of, or unauthorized access to, your Credentials or Clover Equipment. Bank may deny any access to your Clover Equipment if any actual or suspected misuse of your Credentials occurs.

3 Clover Equipment; Limited Warranty

- 3.1 Bank will provide you with the Clover Equipment you select in the **Clover Equipment Purchase Form** attached to this Addendum. To receive the Clover Equipment, you must pay the purchase price specified for the Clover Equipment plus shipping and handling charges,

including all applicable tax prior to the delivery of the Clover Equipment, or upon invoice. You are solely responsible for choosing Clover Equipment that meets your needs. You must order any subsequent Clover Equipment using forms that Bank provides to you (**Orders**). Bank will reject any other forms, purchase orders, or correspondence that you attempt to submit as Orders, as well as any additional or inconsistent terms in documents you attempt to submit.

- 3.2 Clover warrants that the Clover Equipment you purchase will be free from manufacturer-induced defects in materials or workmanship for one year (**Warranty Period**) beginning on the date that the Clover Equipment is shipped to you (the **Limited Warranty**). Unless otherwise indicated, the Limited Warranty does not cover accessories, rented, or leased equipment.
- 3.3 The Limited Warranty does not:
- (1) Include a warranty that the Clover Equipment will operate uninterrupted or error free;
 - (2) Apply to any Clover Services, or any other software or peripherals used in connection with the Clover Equipment;
 - (3) Cover accidents, damage to, or misuse of the Clover Equipment, including damage resulting from smashed or cracked units or screens; extraneous materials in the interior of the unit (such as hair, soil, or dust); contact with liquids; missing unit covers; fire damage; melted or burned units; cosmetic damage (such as scratches, dents, or broken plastic on ports); improper or inadequate maintenance by you (or your vendors); other visible damage; or your breach of this Addendum; or
 - (4) Apply to defects or damage resulting from software, interfaces, or supplies; negligence, accident, or acts of nature (including flood or lightning damage); improper site preparation by you (or your vendors); failure to follow written instructions on proper use of the Clover Equipment; unauthorized modification or repair; or normal wear and tear.
- 3.4 You may not transfer the Limited Warranty to any third parties.
- 3.5 You must contact Bank's support center for assistance with defective Clover Equipment. Bank will provide a Return Merchandise Authorization (**RMA**) call tag to you if Bank deems the Clover Equipment defective during the Warranty Period. You may use the RMA to ship the defective Clover Equipment to Bank's repair facility. You are responsible for all return shipping costs to Bank's repair facility. Bank will arrange for defective Clover Equipment covered by the Limited Warranty to be either repaired or replaced (at Bank's election) and shipped back to you at no additional charge. The Limited Warranty applies to repaired and replacement hardware for the remainder of the Warranty Period corresponding to the original Clover Equipment.

4 TransArmor Data Protection

- 4.1 If you open a Clover Account, you will receive the TransArmor Data Protection service. The TransArmor Data Protection service is provided to you by Clover's affiliate, First Data Merchant Services LLC (**First Data**).

- 4.2 The TransArmor Data Protection service encrypts cardholder data at the point of transaction and replaces it with a unique identifier (a **token**) that is returned with the authorization response. You must use the token you receive with the authorization response instead of the card number for all other activities associated with the transaction, including settlement, retrieval, chargeback, or adjustment processing as well as transaction reviews. The TransArmor Data Protection service can only be used with a point-of-sale device, gateway, or service that First Data has certified as being eligible for the TransArmor Data Protection service.
- 4.3 First Data reserves all right, title, interest, or license (express or implied) to the TransArmor Data Protection service and each token provided, or any other associated intellectual property that it provides to you in connection with the TransArmor Data Protection service. Except as allowed under this Section, you will not otherwise use, reverse engineer, decompile, distribute, lease, sublicense, sell, modify, copy, or create derivative works from the TransArmor Data Protection service, any token provided, or any associated intellectual property. If any portion of the TransArmor Data Protection service contains any copyright notice or any other legend denoting the proprietary interest of First Data or any third party, you will not remove, alter, modify, relocate, or erase such notice or legend on such item.
- 4.4 You must comply with all Applicable Laws (as defined below), payment network rules and standards (including PCI-DSS), and any other rules or procedures relating to TransArmor Data Protection (or any component of TransArmor Data Protection) that Clover or First Data makes available to you from time to time. You must also implement all updates to TransArmor Data Protection within a reasonable period of time after you receive them. You are solely responsible for backing up and/or otherwise protecting your data, systems, and service.
- 4.5 Your use of TransArmor Data Protection involves inherent risks, including system performance, availability, and data corruption. First Data makes no promise, and disclaims all warranties of any kind, that the use of TransArmor Data Protection will detect all vulnerabilities on your system, or that our vulnerability assessments, suggested solutions, information, or advice is error-free or complete.
- 4.6 First Data may modify the TransArmor Data Protection service or its associated terms and conditions or terminate your access to TransArmor Data Protection upon notice to Customer.
- 4.7 You shall, to the extent provided by state law, be responsible for your performance and the performance of your officers and employees related to this Addendum, and do not request that First Data assumes liability for your performance and/or your officers and employees under hereunder. As a matter of state law, you are subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, remains one of First Data's available remedies if it believes it has suffered any losses as a result of your breach of this Addendum and you accept liabilities raised under such laws. First Data will not be liable for lost profits, revenues, or business opportunities, nor any exemplary, punitive, special, indirect, incidental, or consequential damages (whether direct or indirect). First Data's aggregate liability for losses, damages, costs, or expenses (including reasonable attorneys' fees) arising from any cause (regardless of the form of action or legal theory) in connection with this Section will be limited to \$10,000.

5 **Applicable Laws and Limitations**

- 5.1 You will comply with all Applicable Laws pertaining to the privacy, secrecy, confidentiality, collection, usage, sharing, security, protection, disposal, or international transfer, of personal information, including laws applicable to direct marketing, telemarketing, and unsolicited e-mails or text messages. **Applicable Laws** may include, but are not limited to US federal and Georgia laws, such as the FTC Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Gramm-Leach-Bliley Act, Georgia state consumer protection laws, Georgia state data security laws, security breach notification laws, laws imposing minimum security requirements, and laws requiring the secure disposal of records containing certain personal information.
- 5.2 Your use of the Clover Equipment and TransArmor Data Protection does not (1) guarantee compliance with any Applicable Laws, rules, requirements, or applicable standards (including the PCI DSS), (2) affect your obligation to comply with Applicable Laws, rules, and applicable standards (including the PCI DSS), or (3) guarantee protection against a data security incident.

6 **Addendum Approval**

By signing below, you acknowledge that:

- you have read and understand the Addendum;
- you agree to comply with the Addendum;
- you understand that the terms of the Addendum (including the fees) may be changed from time to time as described in the MSA; and
- you understand that if you sign the Addendum using an electronic signature process, the signature has the same legal effect as if you had signed it by hand.

[Signature Page Follows]

The individual signing below is signing on behalf of the business identified in *Section 1* and must be the same individual that signed your Participation Agreement.

Authorized Signatures:

Customer

Bank

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Clover Equipment Purchase Form

Clover Equipment & Accessories*	Quantity	Price per Item**
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
		Subtotal:† \$ _____

* Returned equipment incurs a per-unit restocking fee. Bank uses its best efforts to maintain availability of items on this Order Form; however, Bank is not responsible for the inability of third-party vendors to deliver.

** Prices are subject to change after 30 days.

† This subtotal **does not include** shipping and handling or taxes; Customer is responsible for all applicable taxes and shipping/handling fees.

Debit Services Addendum

Background

This Addendum adds the debit services described below to the Bankcard Addendum to the Master Services Agreement (“MSA”) between Provider and Customer. The terms of the MSA, the Bankcard Addendum, and this Addendum apply to the debit services, but if anything in this Addendum conflicts with the MSA or Bankcard Addendum, the MSA will control.

The debit services are **“Services”** under the MSA and Bankcard Addendum and are provided by Provider. For the debit services provided under this Addendum, Bank and its Affiliates are **“Servicers”**.

Definitions

Capitalized words or phrases that are not defined in this Addendum use the definitions given to them in the MSA or the Bankcard Addendum; however, if your Bankcard Addendum includes debit-related definitions, the definitions in *Section 2* replace them entirely.

In this Addendum, the words **“we”**, **“us”**, and **“our”** refer to Servicers, and the words **“you”** and **“your”** refer to Customer. The word **“including”** (in its various forms) means **“including but not limited to”**. If **“n/a”** is used when referring to a fee or a selection below, **“n/a”** means that the service relating to the fee or the selection is not being provided.

“Acquirer” means Bank for Visa or Mastercard Credit Card and Signature Debit Card transactions, PIN Debit Card transactions and for Signature Debit Card transactions involving a Card Organization other than Visa or Mastercard. or (3) Bank for Discover Network transactions that acquire Card transactions from Customer.

“Card Organization” means any entity that is (1) formed to administer and promote Credit Cards and/or Debit Cards, and (2) supported by Provider.

“Debit Cards” means PIN Debit Cards and Signature Debit Cards.

“PIN” means a personal identification number entered by the Cardholder to authenticate a PIN debit transaction.

“PIN Debit Card” means a card or other payment form (including mobile devices, fobs, or tags) that (1) bears the Marks of PIN debit networks, (2) enables the Cardholder to buy goods or services by debiting the Cardholder’s demand deposit account or stored value/prepaid account, and (3) is authenticated either with a PIN or, under applicable Card Organization Rules, without a PIN for qualifying transactions.

“Settlement Account” means an account at a financial institution designated by Customer as the account to be debited and credited by Bank, for Debit Card transactions, Servicers’ fees, Third-Party Fees, and other amounts due under or in connection with the Bankcard Addendum, including returns, refunds, adjustments, Chargebacks, other amounts payable to Third Parties under instructions given by Customer to Servicers, and any other obligations of Customer under Card Organization Rules, the MSA, or the Bankcard Addendum.

“Signature Debit Card” means a card or other payment form (including mobile devices, fobs, or tags) that (1) bears the Marks of signature debit networks, (2) enables the Cardholder to buy goods or services by debiting the Cardholder’s demand deposit account or stored value/prepaid accounts, and (3) is authenticated without a PIN.

“Third Party” means any person, entity, or association other than Servicers or Customer, including Card Organizations, card-issuing organizations, telecommunications providers, delivery service providers/ couriers, gateways, Customer’s software providers/integrators or other service providers, and federal, state, or local governmental authorities. Star Networks, Inc. is a Third Party.

“Third-Party Fees” means fees, charges, liabilities, or obligations imposed at any time by a Third Party (1) in connection with Customer’s Credit Card and Debit Card transactions or (2) as a result of Customer’s acts or omissions. Third-Party Fees including: Interchange; Card Organization assessments (including dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including access fees, switch fees, and file fees); adjustments; and Chargebacks.

Services

You acknowledge that all parties involved in processing adjustments and Chargebacks to Debit Card transactions are regulated by timeframes specified in the Card Organization Rules, the Electronic Funds Transfer Act, Regulation E, and other applicable laws. You must reconcile Debit Card transactions at each of your locations within one (1) business day of the original Debit Card transaction. If you discover an error involving any Debit Card transaction processed by Provider, you must promptly initiate the appropriate adjustment transaction to correct the error, or you may be subject to additional fees, fines, or other action.

Which debit network is used for a Debit Card transaction will depend on various factors, including whether a particular debit network is available at the time of the transaction, whether a particular Debit Card is enabled for a particular debit network, and other legal requirements relating to routing. We may use, at our sole discretion, any debit network available to us for a given Debit Card transaction.

Only equipment approved by Bank can be used with the debit services. Equipment for the debit services is provided under a separate equipment addendum.

Settlement, Fees, and Debit Card Transaction Types

The Card Organizations impose certain fees and charges on your Debit Card transactions, some or all of which are charged to Provider as the processor for your Debit Card transactions. In addition to the fees and charges described above, you will pay Bank for all fees, charges, and obligations imposed by the Card Organizations in connection with your Debit Card transactions, including (1) Interchange, (2) assessments (including dues, issuer reimbursements, fines, penalties, and fraud recovery losses), (3) access fees, switch fees, and other fees established by the Card Organizations, (4) adjustments, and (5) Chargebacks.

Settlement of your Debit Card transactions will occur on a “net settlement” basis, as described in your Bankcard Addendum. As part of the settlement process for your Debit Card transactions, you will pay on a daily basis (via deduction from applicable settlement funds) all returns, refunds, adjustments, Chargebacks, Servicers’ fees (based on this Addendum), Third-Party Fees, other amounts payable to

Third Parties under instructions given by Customer to Servicers, and any other obligations of Customer under Card Organization Rules, the MSA, or the Bankcard Addendum.

Each foreign Debit Card transaction you submit (where available) will be subject to a 0.2% international transaction handling fee, in addition to the fees below. You will pay the fees set forth in Schedule B-7.

Term and Termination

This Addendum begins on the latest date that appears in the signature block and continues in effect until (1) the Bankcard Addendum expires or terminates, in which case, this Addendum will automatically terminate, or (2) Customer terminates this Addendum by giving Provider at least thirty (30) days' advance written notice.

**AMERICAN EXPRESS CARD ACCEPTANCE ADDENDUM
TO MASTER SERVICES AGREEMENT**

For purposes of this Addendum, the words “we”, “our”, and “us” refers to Provider and its successors and assigns and the words “you” and “your” refer to Customer and its permitted successors and assigns.

In consideration of the mutual promises and covenants hereinafter contained in this Addendum, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used and defined herein shall have the meanings given to such terms as set forth in this Addendum. If not defined herein, capitalized terms shall have the meanings given to such terms in the MSA. If there is a conflict between the terms of this Addendum and the terms of the MSA, the terms of the MSA will control.
 - 1.1 **AMEX Card:** Means, **for purposes of this Addendum, a Card issued by and bearing the Mark of American Express.**
 - 1.2 **AMEX Operations Guide:** Means the American Express Merchant Operating Guide from American Express that may be downloaded from American Express’ website at: www.americanexpress.com/merchantopguide
 - 1.3 **Cardholder:** Means the Person whose name is embossed on an AMEX Card and any authorized user of such AMEX Card, including the Person that has entered into an agreement establishing an AMEX Card account with an Issuer. Some Card Organizations may refer to Cardholder(s) as Card Member(s).
 - 1.4 **Charge or Charges (or as the context requires, charge or charges):** The total price, including all applicable taxes and gratuities, for the purchase of goods or services of a merchant for which a Cardholder has signed a Sales Draft or otherwise indicated intent to pay with an AMEX Card.
 - 1.5 **Dispute:** Any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship, and arising at any time during, before, or after that relationship.
 - 1.6 **Entity:** Means a corporation, partnership, sole proprietorship, trust, association, or any other legally recognized entity or organization.
2. **Service Description.** Notwithstanding anything to the contrary in the MSA, you acknowledge and agree that you will accept American Express Cards under a direct agreement with us, and the additional terms and conditions set forth in this Addendum shall apply.
3. **Term; Termination.**
 - 3.1 **Term, Termination.** This Addendum shall (i) commence as of the Effective Date or (ii) if you currently accept American Express Cards under an Amex CAA, then the effective date of this Addendum will be the first business day of the first calendar month following the date that you execute this Addendum. This Addendum is coterminous with the MSA. Either party may terminate this Addendum upon giving the other party at least thirty (30) days prior written notice of its intention to terminate this Addendum. We may terminate your access to the American Express Card acceptance services with prior notice (i) as of the date that any

Card Organization or governmental authority having jurisdiction directs any party to terminate this Addendum or (ii) if Provider discontinues the American Express Card acceptance service. Regardless of the reason for termination, you shall be responsible for the payment of all applicable fees, prorated to account for services not rendered due to termination. Should you fail to notify us in writing of your request to terminate you acknowledge and agree you will continue to be charged fees pursuant to the MSA notwithstanding non-use of your account. If you have an equipment lease, termination of the MSA does not terminate that equipment lease.

- 3.2 **Amendment.** Notwithstanding any other provision of this Addendum, we reserve the right to amend, upon consent of the parties, the terms and conditions therein, including, without limitation, any addenda, and/or pricing and fees. Such amendments shall be effective upon written agreement of the parties.

4. **Rates/Fees.** Your fees are set forth in B-7 – Pricing Proposal.

5. **Card Descriptions.** Card Descriptions under the MSA (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions:

AMEX Card Descriptions. At the point of sale, the AMEX Card must be carefully examined to determine whether it is a legitimate and valid AMEX Card and not visibly altered or mutilated. The name of the AMEX Card (American Express) should appear in bold letters on the AMEX Card. The following is a description of the authorized American Express Card design:

American Express:

- All American Express Card Numbers start with “37” or “34”. The AMEX Card number appears embossed on the front of the AMEX Card. Embossing must be clear, and uniform in sizing and spacing. Some AMEX Cards also have the AMEX Card Number printed on the back of the AMEX Card in the signature panel. These numbers, plus the last four digits printed on the Sales Draft, must match.
- Pre-printed AMEX Card Identification (CID) Numbers must always appear above the AMEX Card Number on either the right or left edge of the AMEX Card.
- Only the person whose name appears on an American Express AMEX Card is entitled to use it. AMEX Cards are not transferrable.
- Some AMEX Cards contain a holographic image on the front or back of the plastic to determine authenticity. Not all American Express Cards have a holographic image.
- Some AMEX Cards have a chip on which data is stored and used to conduct a transaction.
- The signature on the back of the AMEX Card must match the Cardholder’s signature on the Credit Draft, and must be the same name that appears on the front of the AMEX Card. The signature panel must not be taped over, mutilated, erased, or painted over. Some AMEX Cards also have a three-digit Card Security Code (CSC) number printed on the signature panel.

6. **Refunds/Exchanges.** Your obligations under the MSA regarding limiting refunds or exchanges or imposing other specific conditions for AMEX Card sales (which are addressed in the Operating Procedures) are clarified by the terms set forth below:

If you limit refunds or exchanges or impose other specific conditions for AMEX Card sales, you must provide proper disclosure to the AMEX Cardholder at the time of transaction in accordance with applicable law. If applicable, the words “No Exchange, No Refund”, etc. must be clearly printed (in ¼” letters) on the Sales Draft near or above the AMEX Cardholder’s signature. The Cardholder’s copy of the Sales Draft, as well as your copy, must clearly display this information near or above the Cardholder’s signature. Applicable disclosures may vary by transaction type.

7. **Delayed Delivery or Deposit Balance Transactions.** Your obligations under the MSA regarding Delayed Delivery or Deposit Balance transactions (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions for American Express:

Advance Payment Charges for American Express Transactions.

An advance payment Charge is a Charge for which full payment is made in advance of you providing the goods and/or rendering services to the Cardholder and such Charges carry higher risk. American Express may withhold settlement for part or all of such Charges until it is determined that the risk has diminished.

You must follow the procedures below if you offer Cardholders the option or require them to make advance payment Charges for the following types of goods and/or services:

- Custom-orders (e.g., orders for goods to be manufactured to a customer’s specifications),
- Entertainment / ticketing (e.g., sporting events, concerts, season tickets).
- Tuition, room and board, and other mandatory fees (e.g., library fees) of higher education institutions.
- Airline tickets, vehicle rentals, rail tickets, cruise line tickets, lodging, travel-related services (e.g., tours, guided expeditions).
- For an advance payment Charge, you must:
 - State your full cancellation and refund policies, clearly disclose your intent and obtain written consent from the Cardholder to bill the AMEX Card for an advance payment Charge before you request an Authorization. The Cardholder’s consent must include his or her agreement to all the terms of the sale (including price and any cancellation and refund policies), and a detailed description and the expected delivery date of the goods and/or services to be provided (including, if applicable, expected arrival and departure dates).
 - Complete a Sales Draft. If the advance payment Charge is a Card Not Present Charge, you must also: ensure that the Sales Draft contains the words “Advance Payment”; and within twenty-four (24) hours of the Charge being incurred, provide the Cardholder written confirmation (e.g., email or facsimile) of the advance payment Charge, the amount, the confirmation number (if applicable), a detailed description and expected delivery date of the goods and/or services to be provided (including expected arrival and departure dates, if applicable) and details of your cancellation/refund policy.

If you cannot deliver goods and/or services (e.g., because customer-ordered merchandise cannot be fulfilled), and if alternate arrangements cannot be made, you must immediately issue a Credit for the full amount of the advance payment Charge which cannot be fulfilled.

In addition to other Chargeback rights, a Chargeback may be exercised for any disputed advance payment Charge or portion thereof if the dispute cannot be resolved in your favor based upon

unambiguous terms contained in the terms of sale to which you obtained the Cardholder's written consent.

8. **Recurring Transaction/Preauthorized Order Regulations.** Your obligations under this MSA with respect to Recurring Transaction and Preauthorized Order Regulations (which are addressed in the Operating Procedures) are clarified by the terms set forth below:

If we or you have terminated the MSA, you may not submit authorization requests or sales data for recurring transactions that are due after the termination date of the MSA, and you must inform Cardholders for which you have submitted the recurring transactions that you no longer accept the AMEX Card.

You must obtain an Authorization for each transaction and write "Recurring Transaction" (or, "P.O." for Mastercard transactions or "Signature on File" for American Express transactions) on the Sales Draft in lieu of the Cardholder's signature. A positive authorization response for one recurring transaction card sale is not a guarantee that any future recurring transaction authorization request will be approved or paid.

For American Express recurring transactions, you should periodically verify with Cardholders that their information (e.g., AMEX Card number, expiration date, billing address) is still accurate. This will improve the likelihood of obtaining an approval to an Authorization request.

The method to secure consent for recurring Charges must contain a disclosure that you may receive updated AMEX Card account information from the Issuer. You must retain evidence of consent to receive updated AMEX Card account information from the Issuer for twenty-four (24) months from the date you submit the last recurring billing Charge. If you offer Cardholders the option to make recurring billing Charges, you must:

- Ensure that your process for cancellation of recurring billing is simple and expeditious;
- Clearly and conspicuously disclose all material terms of the option, including, if applicable, the fact that recurring billing will continue until the option is cancelled by the Cardholder;
- Offer their American Express customers the option to receive written notification for the recurring transaction(s) at least ten (10) days prior to submitting, or any time the Charge amount exceeds a maximum amount that has been set by the Cardholder;
- Within twenty-four (24) hours of incurring the first recurring billing Charge, provide the Cardholder written confirmation (e.g., email or facsimile) of such Charge, including all material terms of the option and details of your cancellation/refund policy; and
- Where the material terms of the option change after submission of the first recurring billing Charge, promptly notify the Cardholder in writing of such change and obtain the Cardholder's express written consent to the new terms prior to submitting another recurring billing Charge.

The cancellation of an American Express Card constitutes immediate cancellation of that Cardholder's consent for recurring Charges. American Express will not have any liability from such cancellation. If an American Express Card is cancelled or a Cardholder withdraws consent to recurring Charges, you are responsible for arranging another form of payment with the Cardholder.

9. **Customer Activated Terminals.** Your obligations under this MSA with respect to Customer Activated Terminals and Self-Service Terminals (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions:

Prior to conducting Customer Activated Terminal (“CAT”) transactions or Self-Service Terminal transactions you must contact us for approval and further instructions, rules and requirements that apply to CAT and Self-Service Terminal transactions. Failure to do so could result in additional charges or termination of the MSA.

Customer Activated Terminals for American Express Transactions

Sales Drafts for Charges for purchases at your CATs must include:

- Full Magnetic Stripe data stream or chip AMEX Card data in all Authorization requests, and;
- CAT indicator on all Authorization requests and Submissions.

American Express will not be liable for actual or alleged fraudulent Charges occurring through CATs and will have the right to Chargeback for those Charges.

10. **Displays and Advertising.** Your obligations under the MSA with respect to displays and advertising (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions:

American Express: If you elected to accept the American Express Card, whenever payment methods are communicated to customers, or when customers ask what payments are accepted, you must indicate your acceptance of the American Express Card and display the American Express Marks (including any AMEX Card application forms provided to you) as prominently and in the same manner as you do for any other Card or payment products. You must not use the American Express Marks in any way that injures or diminishes the goodwill associated with the American Express Marks, nor (without prior written consent from us) indicate that American Express endorse your goods or services. You shall only use the American Express Marks as permitted by the MSA and shall cease using the American Express Marks upon termination of the MSA.

American Express sublicense to Use American Express Marks. You shall only use the American Express Marks as reasonably necessary to perform your obligations under the MSA. The guidelines listed below apply to your use of the American Express “Blue Box” logo.

- The “Blue Box” logo must always be shown in the pre-approved “American Express blue” or, in one- or two-color communications, or black.
- The space around the “Blue Box” must equal at least 1/3 the size of the box.
- The “Blue Box” logo minimum size is 3/8” and ½” is the preferred size.
- A minimum distance of 1-1/2 times the size of the “Blue Box” must be allowed between the “Blue Box” logo and another Mark.
- For additional guidance on the use of the American Express Marks, you can visit the American Express website at www.americanexpress.com/decals.
- You must remove American Express Marks from your website and wherever else they are displaced upon termination of the MSA or if you do not elect to accept or are not authorized to accept American Express Cards.

11. **Suspect Transactions.** Additional factors to consider in connection with the MSA with respect to Suspect Transactions (which are addressed in the Operating Procedures) are as follows:

Ask yourself, does the Customer:

- frequently make purchases and then return goods for cash?

- use a prepaid Card to purchase other prepaid Cards?
- use a large number of prepaid Cards to make purchases?

Ask yourself, does the Card:

- have an altered Magnetic Stripe?

12. **Sales/Credit Drafts.** Your obligations under the MSA with respect to information required for completion of Sales Drafts and Credit Drafts (which may be addressed in the Operating Procedures) are supplemented by the following terms and conditions:

Sales Drafts for American Express Transactions. You must create a Sales Draft for every Charge. For each Charge submitted electronically, you must create an electronically reproducible Sales Draft. The Sales Draft (and a copy of the customer's receipt) must disclose your return and/or cancellation policies.

If the Cardholder wants to use different Cards for payment of a purchase, you may create a separate Sales Draft for each Card used. However, if the Cardholder is using a single AMEX Card for payment of a purchase, you shall not divide the purchase into more than one Charge, nor shall you create more than one Sales Draft.

You shall:

- Submit the Charge to American Express directly, or through your processor, for payment.
- Retain the original Sales Draft (as applicable) and all documents evidencing the Charge, or reproducible records thereof, for the timeframe listed in our country-specific policies.
- Provide a copy of the Sales Draft to the Cardholder.

You may be able to create more than one Sales Draft if the purchase qualifies for a delayed delivery Charge. The retention time frame for Sales Drafts is twenty-four (24) months from the date you submitted the corresponding Charge to us. Pursuant to applicable law, truncate the AMEX Card number and do not print the AMEX Card's expiration date on the copies of Sales Drafts delivered to AMEX Cardholders. Truncated AMEX Card number digits must be masked with replacement characters such as "x", "*", or "#", and not blank spaces or numbers.

If you submit Charges on paper, you must create a Sales Draft containing all of the following required data:

- Full AMEX Card number and expiration date (pursuant to applicable law), and if available, Cardholder name.
- The date the Charge was incurred.
- The amount of the Charge, which must be the total price for the purchase of goods and services (plus applicable taxes and gratuities) purchased on the AMEX Card.
- A clear description of the goods and services purchased by the Cardholder.
- An imprint or other descriptor of your name, address, Merchant Account Number and, if applicable, store number.
- The words "no refunds" if you have a no refund policy, and you return and/or cancellation policies.

American Express No Signature Program. You may participate in the American Express No Signature Program. The No Signature Program allows establishments not to request a signature

from Cardholders on the Sales Draft. To qualify for the No Signature Program, both the establishment and each Charge must meet the following criteria:

Establishment Criteria. If your establishment is classified in an industry that accepts in-person Charges, then the establishment may participate in the No Signature Program with the exception of the following categories:

- Merchants who do not conduct in-person Charges (i.e., internet, mail order or telephone order).
- Prohibited transactions or illegal transactions or activity, as described elsewhere in the MSA.
- High Risk Merchants (e.g., establishments whose business type has had historically high occurrences of fraud and disputed charges with American Express or as compared to other similarly situated merchants (or both); examples include internet electronic services or nightclubs/lounges) as determined by American Express in its sole discretion.
- Merchants placed in American Express' Fraud Full Recourse Program. (See AMEX Operations Guide regarding "chargeback programs".)

Charge Criteria:

- The amount of Charge must meet the threshold established in American Express' country specific policy.
- The Charge Submission must include the appropriate indicator to reflect that the AMEX Card and the Cardholder were present at the point of sale.
- The Charge Submission must include a valid approval.

Under the No Signature Program, Chargebacks will not be exercised for such Charges based solely on the establishment's failure to obtain the Cardholder's signature at the point of sale. If a disproportionate amount or a number of disputed Charges under the No Signature Program occur, you must cooperate to reduce the amount or number of disputed Charges. If such efforts fail, you may be placed in American Express Chargeback programs, or your establishment's participation in the No Signature Program may be modified or terminated. The established threshold for charges to qualify under the No Signature Program is \$50.00 or less.

13. **Card Not Present Sales.** Your obligations under the MSA with respect to Mail/Telephone/ Internet (Ecommerce) Orders and Other Card Not Present Sales, including e-wallet transactions, (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions:

American Express Internet Charges.

For internet orders, you must use separate Merchant Account Numbers provided to you for internet orders on all your requests for Authorization and submission of charges, provide at least one (1) month's prior written notice of any change in your internet address, and comply with any additional requirements that may be added from time to time. Additionally, if a disputed Charge arises involving a Card Not Present Charge that is an internet electronic delivery Charge, a Chargeback may be exercised for the full amount.

Processing a Card Not Present Charge for American Express transactions you must:

- Submit the Charge to American Express;

For Card Not Present Charges, you must create a Sales Draft and ask the Cardholder to provide:

- AMEX Card Number;
- AMEX Card expiration date;

In addition, it is recommended that you ask for:

- Name as it appears on the AMEX Card,
- AMEX Cardholder's billing address, and
- Ship-to address, if different from the billing address.

American Express will not Chargeback for such charges based solely upon a Cardholder claim that he or she did not receive the disputed goods if you have:

- Verified the address to which the goods were shipped was the Cardholder's full billing address.
- Provided proof of delivery signed by the Cardholder or an authorized signer of the AMEX Card indicating the delivery of the goods or services to the Cardholder's full billing address.

American Express will not be liable for actual or alleged fraudulent transactions over the internet and will have the right to Chargeback for those charges. For Internet Orders, you must:

- Use any separate merchant numbers (seller ID) established for your internet orders in all of your requests for Authorization and Submission of charges.
- Provide us with at least one (1) month's prior written notice of any change in your internet address.
- Comply with any additional requirements that American Express provides from time to time.

When providing proof of delivery, a signature from the Cardholder or an authorized signer of the AMEX Card is not required. Additionally, if a disputed Charge arises involving a Card Not Present Charge that is an internet electronic delivery Charge, American Express may exercise Chargeback for the full amount of the Charge and place you in any of its Chargeback programs.

14. **Authorizations.** Your obligations under the MSA with respect to Authorizations (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions:

An Authorization Approval Code only indicates the availability of Credit on an account at the time the Authorization is requested. It does not warrant that the person presenting the AMEX Card is the rightful Cardholder, nor is it a promise or guarantee that you will not be subject to a Chargeback.

For American Express, you must obtain an Authorization Approval Code except for charges under a floor limit. The Authorization must be for the full amount of the Charge except for merchants that are classified in the restaurant industry.

A positive Authorization response for American Express Non-T&E transactions are good for seven (7) days, and American Express T&E transactions are good for thirty (30) days.

Do not discuss reason for decline with a Cardholder rather refer them to the customer service number on the back of the AMEX Card.

An authorization reversal may only be submitted if the transaction has not settled. Once the transaction has settled, only a Credit or refund can occur.

15. **Settlement.** The MSA terms regarding Settlement (which are addressed in the Bankcard Addendum) are clarified as follows: For the avoidance of doubt, with respect to the payments you have elected to accept, you authorize us to submit AMEX Card transactions to, and receive settlement for such transactions from American Express on your behalf.
16. **Credits.** Your obligations under the MSA with respect to Refunds/Exchanges (Credits) (which are addressed in the Operating Procedures) are supplemented by the following terms and conditions:

Processing a Credit for American Express Transactions. These are additional requirements for a Credit for purchases or payments made on an American Express Card. To issue a Credit, you must:

- Compare the last four digits on the Sales Draft against the AMEX Card presented (when applicable).
- Have the Cardholder sign the Credit Draft (when applicable).
- Provide a copy of the Credit Draft to the Cardholder.

You must not issue a Credit when there is no corresponding Charge, nor issue a Credit in exchange for cash or other consideration from a Cardholder. You must submit all Credits under the establishment where the Credit originated. A Credit must be issued in the currency in which the original Charge was submitted to us. You must issue Credits to the AMEX Card used to make the original purchase; however, if the Credit is for the return of a gift by someone other than the Cardholder who made the original purchase, apply your usual refund policy.

If the Cardholder indicates that the AMEX Card on which the purchase was originally made is no longer active or available, do the following:

- For all AMEX Cards except Prepaid AMEX Cards, advise the AMEX Cardholder that you must issue the Credit to that AMEX Card. If the AMEX Cardholder has questions, advise him or her to call the customer service number on the back of the AMEX Card in question.
- If the inactive or unavailable AMEX Card is a Prepaid AMEX Card, apply your usual refund policy for returns.

If you issue a Credit, American Express will not refund the discount or any other fees or assessments previously applied on the corresponding Charge. The discount on Chargebacks will not be refunded.

Your return and cancellation policies must be fair and clearly disclosed at the time of sale in compliance with applicable law. Your policies must be conveyed to the AMEX Cardholder prior to completion of the Charge and printed on a copy of a receipt or Sales Draft. Your return policy for purchases on the American Express AMEX Card must be at least as favorable as your refund policy for purchases made with other payment products or other payment methods.

Return Policy recommendations.

Provide clear return instructions for your customers, including the following information:

- Customer service telephone number.
- Reference number for the return.
- Expected processing time for the Credit.
- Return address, preferably on a pre-formatted shipping label (if applicable).

You must submit all Credits to us within seven (7) days of determining that a Credit is due.

Cancellation Policy Recommendations.

- Provide document cancellation policy and terms and conditions on the contract the Cardholder signs, or on your website, as applicable.
- Provide Cardholder with a cancellation number that can be tracked in your records.

American Express Return Policy for Prepaid Products.

If your return policy for the purchase of prepaid products is different from your standard return policy, you must ensure that such prepaid product-specific return policy is clearly disclosed to the Cardholder at the time of purchase in accordance with applicable law and also coded to print on all receipts and copies of Sales Drafts you provide to Cardholders.

17. **Special Provisions for American Express.** The Operating Procedures are amended by the addition of the following Special Provisions for American Express, which apply to American Express Card acceptance and American Express Card transactions under the MSA:

17.1 **Card Acceptance.** If you elect to accept American Express Cards under the MSA, you must accept the American Express Card as payment for goods and services sold (other than those goods or services identified under “Prohibited Uses of the American Express Card” below), or (if applicable) for charitable contributions made, at all of your establishments, except as expressly permitted by applicable law. You are jointly and severally liable for the obligations of your establishments under the MSA.

17.2 **Reserved.**

17.3 **Treatment of the American Express Brand.** Except as expressly permitted by applicable law, you must not:

- indicate or imply that you prefer, directly or indirectly, any other payment products over the AMEX Card,
- try to dissuade Cardholders from using the AMEX Card,
- criticize or mischaracterize the AMEX Card or any of American Express’ services or programs,
- try to persuade or prompt Cardholders to use any other payment products or any other method of payment (e.g., payment by check),
- impose any restrictions, conditions, disadvantages, or fees when the AMEX Card is accepted that are not imposed equally on all other payment products, except for electronic funds transfer, or cash and check,
- suggest or require Cardholders to waive their right to dispute any transaction,
- engage in activities that harm the American Express business or the American Express Branch (or both),
- promote any other payment products (except your own private label card that you issue for use solely at your establishments) more actively than you promote the AMEX Card, or
- convert the currency of the original sale transaction to another currency when requesting Authorization or submitting transactions (or both).

You may offer discounts or in-kind incentives from your regular prices for payments in cash, ACH funds transfer, check, Debit Card or Credit Card, provided that (to the extent required by applicable law): (i) you clearly and conspicuously disclose the terms of the discount or in-kind incentive to your customers, (ii) the discount or in-kind incentive is offered to all of your prospective customers, and (iii) the discount or in-kind incentive does not differentiate on the basis of the issuer or, except as expressly permitted by applicable law and Card Organization (e.g., Visa, Mastercard, Discover, JCB, American Express). The offering of discounts or in-kind incentives in compliance with the terms of this section will not constitute a violation of the provisions set forth in the above section **“Treatment of the American Express Branch”**.

17.4 Prohibited Uses of the American Express Card. You must not accept the AMEX Card for any of the following:

- adult digital content sold via internet electronic delivery,
- amounts that do not represent bona fide sales of goods or services (or, if applicable, amounts that do not represent bona fide charitable contributions made) at your establishments. For example, purchases at your establishments by your owners (or their family members) or employees contrived for cash flow purposes, or payments that you have accepted in order to advance cash to Cardholders in connection with the transaction,
- amounts that do not represent bona fide, direct sales by your establishment to Cardholders made in the ordinary course of your business,
- cash or cash equivalent (e.g., gold, silver, platinum, and palladium bullion and/or bars). Collectible coins and jewelry are not prohibited,
- charges that the Cardholder has not specifically approved,
- costs or fees over the normal price of the goods or services (plus applicable taxes) that the Cardholder has not specifically approved,
- damages, losses, penalties, or fines of any kind,
- gambling services (including online gambling), gambling chips, gambling credits, or lottery tickets,
- unlawful/illegal activities, fraudulent business transactions or when providing the goods or services is unlawful/illegal (e.g., unlawful/illegal online internet sales of prescription medications or controlled substances; sales of any goods that infringe the rights of a rights-holder under laws applicable to us, you, or the Cardholder; online child pornography),
- overdue amounts or amounts covering returned, previously dishonored or stop-payment checks (e.g., where the AMEX Card is used as a payment of last resort),
- sales made by third parties or entities conducting business in industries other than yours,
- You must not use the AMEX Card to verify a customer’s age.

17.5 American Express Transaction Data. The transaction data you collect to facilitate the Charge must be or have been provided directly to you by the Cardholder. You must not accept or have accepted transaction data from, nor shall you provide or have provided transaction data to, any third parties other than your covered parties (as defined in the Data Security Operating Policy (DSOP)) which can be found in the AMEX Operations Guide. If you fail to comply with this requirement, in addition to other rights and remedies regarding

“monitoring”, you may be charged a fee as indicated on the Merchant Processing Application, we may suspend AMEX Card acceptance privileges at your establishments, or terminate the MSA. Where Cardholders pay you using payment of “e-wallet” accounts (which Cardholders may have created by providing Cardholder information when the account was established), the transaction data collected to facilitate the Card Not Present Charge has already been provided directly by the Cardholder. You are not required to have the Cardholder reenter the transaction data.

17.6 Treatment of American Express Cardholder Information. You acknowledge that any and all American Express Cardholder information is confidential and the sole property of the Issuer, American Express or any of its Affiliates. Except as otherwise specified in the MSA, you must not disclose Cardholder information, nor use nor store it, other than to facilitate transactions at your establishments in accordance with the MSA.

17.7 Disclosure and Use of Data Collected Under MSA. We may disclose to American Express data and information that you provide on your Application and that we collect as part of performing American Express payment processing services or transaction related services including information about you. American Express may use the information that you provide in the Application at the time of setup to screen and/or monitor you in connection with AMEX Card marketing and administrative purposes. American Express also may use such information to perform its responsibilities in connection with American Express Card acceptance, promote the American Express Network, perform analytics, and create reports, and for any other lawful business purposes, including marketing purposes. American Express may otherwise use and share your information for business purposes and as permitted by applicable law. American Express uses reasonable administrative, technical, and physical security measures to protect Program Merchant Information consistent with the sensitivity of the information.

17.7.1 Consent for American Express to Contact you by Phone, eMail, Text or Facsimile. American Express may use the information you provide in the MSA (as such information may be updated) to call you or send you communications or materials via email, SMS, text or facsimile regarding American Express products, services, and resources available to you. You consent and agree to receive autodialed, automated and/or prerecorded calls and communications (which may include SMS or text messages) at the telephone number(s) you have provided. If you provide a fax number, you consent and agree to receiving fax communications from American Express. In connection with the foregoing, you understand that the calls made or communications sent to you by American Express may be subject to charges or fees by your telecommunications or other applicable service provider that are your responsibility to pay. You understand that your consent under this Section 17.7.1 is not a condition of purchasing or receiving any product or service or entering into the MSA.

17.7.2 Opt-Out. You may opt-out of receiving marketing related communications and materials from American Express by calling Provider at the Customer Service Number stated in the section of your MSA that identifies addresses for notices. If you have opted-out, you may still receive messages or communications from American Express related to important information about your account.

17.8 Reserved.

- 17.9 **No Assignment of Payments.** You acknowledge and agree that you shall not assign to an third party any payments due to you under the MSA as the result of American Express Card transactions, and all indebtedness arising from American Express Card charges will be for bona fide sales of goods and services (or both) at your establishments and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that you may sell and assign future transaction receivables to us, our Affiliates and/or any other funding source that partners with us or our Affiliates.
- 17.10 **Third-Party Beneficiary Rights.** American Express is a direct and intended third-party beneficiary of the MSA and may enforce any terms of the MSA that apply to American Express, including American Express Card acceptance and transaction processing, directly against you.
- 17.11 **Your Right to Opt-Out of American Express Cardholder.** Upon written notice to us, you may opt-out of accepting American Express Cards at any time without directly or indirectly affecting your rights to accept any other payment products.
- 17.12 **Collections from American Express Cardholder.** You may not bill or collect from any American Express Cardholder for any purchase or payment on the American Express Card unless a Chargeback has been exercised, you have fully paid for such Charge, and you otherwise have the right to do so.
- 17.13 **Completing a transaction at the Point of Sale.** All valid transactions begin with a Cardholder's purchase at the point of sale. Whether the physical AMEX Card is used to facilitate a Card present Charge, or the Cardholder provides his or her Cardholder information over the phone, via mail order, or the internet, the transaction must not be completed without the AMEX Card and/or information provided by the Cardholder. To accept the AMEX Card for charges at your establishments, at the point of sale, you must:
- Clearly and conspicuously, disclose all material terms of sale prior to obtaining an Authorization, and
 - Clearly and conspicuously inform Cardholders at all points of interaction (e.g., sales conducted in person, over the internet, mobile or via mail or telephone order) what Entity is making the sales offer, so that the Cardholder can clearly distinguish you from any other party involved in the interaction (e.g., a vendor of goods or provider of services you may engage, or another merchant seeking to conduct business with the Cardholder).

The transaction data you collect to facilitate the Charge must be or have been provided directly to you by the Cardholder. You must not accept or have accepted transaction data from, nor shall you provide or have provided transaction data to, any third parties other than your covered parties (as defined in the DSOP). If you fail to comply with this requirement, you may be charged non-compliance or other fees as indicated on the Bankcard Addendum and/or have your AMEX Card acceptance privileges at your establishments suspended or disentitled.

- 17.14 **In Person Charges.** In-person charges refer to charges in which the AMEX Card and Cardholder are present at the point of sale. An example of this is when a Cardholder

presents an AMEX Card to the merchant at a retail store. For all in-person charges, the AMEX Card must be presented. There are several ways in which you can conduct the in-person Charge. The steps you take vary according to how you go about conducting both types of in-person charges.

- 17.15 **Electronic charges or key-entered charges.** When providing proof of delivery, a signature from the Cardholder or an authorized signer of the AMEX Card is not required.
- 17.16 **Magnetic Stripe Card Charges.** When presented with an AMEX Card at the point-of-sale you must:
- Verify that the customer is the Cardholder (AMEX Cards are not transferable).
 - Capture Magnetic Stripe data by swiping the AMEX Card (unless the Charge was already initiated by waving the contactless chip AMEX Card in close proximity to the point-of-sale system).
 - Match the AMEX Card number and the expiration date on the AMEX Card to the same information on the Sales Draft.
 - Ensure the named that prints on the Sales Draft matches the name on the front of the AMEX Card except when the Cardholder name is not captured on the Sales Draft or for prepaid AMEX Cards that do not show a name on their face.
 - Validate the AMEX Card's presence by taking an imprint of the AMEX Card (the imprint is for your records). Failure to validate the AMEX Card's presence by taking an imprint of the AMEX Card can render merchant liable for Chargebacks if the Cardholder disputes the Charge, except when the Cardholder name is not captured on the Sales Draft or for prepaid AMEX Cards that do not show a name on their face.
- 17.17 **American Express Mobile Contactless Charges.** When presented with a contactless-enabled mobile phone, in addition to the "Magnetic Stripe Card Charges" requirements, you must:
- Capture Magnetic Stripe or chip Card data by waving the contactless-enabled mobile phone in close proximity to the contactless reader.
 - Compare the signature (when obtained) on the Sales Draft with the signature on the companion physical AMEX Card or a valid form of formal identification (e.g., driver's license). You must not record or store the information from such formal identification in any way.

If a mobile contactless transaction cannot be processed for any reason, you should require that the Cardholder provide the companion physical AMEX Card to complete the transaction.

- 17.18 **American Express Contact Chip Charges.** When presented with a chip Card to be inserted into a chip Card reader, in addition to the "Magnetic Stripe Card Charges" requirements, you must:
- Capture chip Card data by inserting the Card into the chip Card reader, the point-of-sale system will advise Cardholders to enter their PIN (a chip and PIN Charge) or sign for the Charge (a chip and signature Charge).
 - Chip and PIN Charges. Cardholders will enter their PIN into the point-of-sale system using the keypad. If the chip and PIN Charge are unable to be completed due to a technical problem, the point-of-sale system will show an error message.

- Chip and signature Charge. Failure to obtain a signature, when required, can render you liable for Chargebacks if the Cardholder disputes the Charge. Obtaining a signature may not be required if merchant's establishment and the Charge qualify for the No Signature Program.
- 17.19 **American Express Contactless Chip Charges.** When presented with a chip Card to be read via a contactless reader and the Charge qualifies for the No Signature Program, in addition to the "Magnetic Stripe Card Charges" requirements, you must:
- Capture Magnetic Stripe or chip Card data using the contactless reader.
 - For charges that do not qualify under the No Signature Program, follow the relevant Card acceptance procedures outlined in either:
 - "Magnetic Stripe Card Charges", or
 - "Contact Chip Card Charges".
- 17.20 **American Express Key-Entered Charges.** If an AMEX Card cannot be read electronically, in addition to the "Magnetic Stripe Card Charges" requirements, you must:
- Key enter the data.
 - Validate the AMEX Card's presence by taking an imprint of the AMEX Card (the imprint is for your records). Failure to validate the AMEX Card's presence by taking an imprint of the AMEX Card can render you liable for Chargebacks if the AMEX Cardholder disputes the Charge.
- 17.21 **Keyed No Imprint for American Express transactions.** Your establishments may be eligible to participate in the American Express "Keyed No Imprint Program". The "Keyed No Imprint Program" allows you to submit in-person charges without taking an imprint of the AMEX Card if you meet the following Charge criteria:
- All AMEX Cards qualify for the "Keyed No Imprint Program".
 - The Charge must be key entered.
 - The Charge Submission must include the appropriate indicator to reflect that the AMEX Card and the Cardholder were present at the point of sale.
 - The Charge Submission must include a valid approval.
 - The CID Number must be confirmed as a positive match. Under the "Keyed No Imprint Program", Chargebacks will not be exercised for such Charges based solely on the establishment's failure to obtain an imprint of the AMEX Card. If a disproportionate amount or number of disputed Charges under the "Keyed No Imprint Program" occurs, you must cooperate to reduce the number of disputed Charges. If such efforts fail, you may be placed in any of American Express' Chargeback programs or your participation in the "Keyed No Imprint Program" may be modified or terminated.
- 17.22 **Merchant Website Information Display Guidelines.**
- An accurate description of the goods/services offered, including the currency type for the transaction (e.g., U.S. Dollars). Transaction currency must be in U.S. Dollars.
 - Your physical address in the U.S.
 - An email address and a telephone number for customer service disputes.
 - Return/refund policy.
 - A description of your delivery policy (e.g., No COD, No overnight).

- A description of your security practices (e.g., information highlighting security practices you use to secure transactions conducted on the internet).
- A statement of known export restrictions, tariffs, and any other regulations.

17.23 **Aggregated Charges.** If you are classified as an internet industry, you may process aggregated charges, provided the following criteria are met:

- Clearly disclose your intent and obtain written consent from the Cardholder that their purchases or refunds (or both) on the AMEX Card may be aggregated and combined with other purchases or refunds (or both) before you request an Authorization.
- Each individual purchase or refund (or both) that comprises the aggregated Charge must be incurred under the same merchant number and on the same AMEX Card.
- Obtain a pre-Authorization of no more than \$15.00.
- Create a Sales Draft for the full amount of the aggregated Charge.
- The amount of the aggregated Charge must not exceed \$15 or the amount for which you obtained pre-Authorization.
- Submit each Sales Draft within our submission timeframe.
- Provide the Cardholder with an email containing the date, amount, and description of each individual purchase or refund (or both) that comprises the aggregated Charge, and the date and the amount of the aggregated Charge.

17.24 **American Express Prepaid AMEX Card Security Features.** Although there are a number of unique prepaid AMEX Cards, all prepaid AMEX Cards share similar features, except that Prepaid AMEX Cards may or may not be embossed, and the following features may appear on the front or back of the AMEX Card (or a combination of both):

- The American Express logo generally appears in the bottom right corner.
- The words PREPAID or INCENTIVE will generally be shown about the American Express logo.
- AMEX cards pre-loaded with funds may show the dollar amount or the total points (reloadable AMEX Cards generally will not show a number).
- The CID Number will appear usually above the AMEX Card number or above the logo.
- The AMEX Card number appears on the AMEX Card.
- The valid date or expiration date appears on the AMEX Card.
- The recipient's name or company name may appear on the AMEX Card.

17.25 **American Express Processing Prepaid Cards.** Prepaid AMEX Cards are available for a variety of uses, as follows: gifting, travel, incentive, etc. All American Express prepaid Cards show the American Express "Blue Box" logo either on the face or back of the prepaid AMEX Card. Prepaid AMEX Cards may or may not be embossed. Most prepaid AMEX Cards can be used for both in-store and online purchases. Prepaid AMEX Cards are valid through the date on the AMEX Card. Simply swipe the AMEX Card at the point of sale just like any other AMEX Card. A prepaid AMEX Card must be tendered for an amount that is no greater than the funds available on the AMEX Card.

- Instruct Cardholders that, before making a purchase, they must check their remaining funds by calling the twenty-four (24) hour, toll-free number on the back of the AMEX Card.
- Because prepaid AMEX Cards are pre-funded, if you receive a decline when seeking Authorization, ask the customer to call the toll-free number on the back of the AMEX

Card to confirm that the purchase price does not exceed the available funds on the prepaid AMEX Card.

- If the prepaid AMEX Card does not have enough funds to cover the purchase price, process a split tender transaction or request an alternative form of payment.
- You must create a Sales Drat for a prepaid AMEX Card as you would any other AMEX Card.
- Be on the lookout for Suspect transactions.

17.26 American Express Policies and Procedures for Specific Industries. The Section 17.26 states additional American Express policies and procedures applicable to merchants classified in specific industries. All other provisions and requirements of the MSA apply to these merchants as well. To the extent possible, the provisions of this Section 17.26 and the other provisions of the MSA applicable to American Express transactions shall be interpreted to give each their full effect. However, if a conflict is deemed to exist between them, then the provisions of this Section 17.26 shall govern.

17.26.1 Auto Dealers: This section applies to merchants classified in an auto dealer industry. The following requirements will apply to Charges for the down payment or the entire purchase price of new and used motor vehicles. You may accept the AMEX Card for down payment of a motor vehicle, subject to the following provisions:

- You must not submit a Charge for the down payment price of a used motor vehicles unless and until you have a written agreement/bill of sale signed by the Cardholder setting forth the terms of the sale, including down payment price, and your cancellation policy.
- In addition to its other Chargeback rights, American Express also has Chargeback rights for any portion of the Charge for the down payment price of a used motor vehicle which is disputed by the Cardholder, if such disputed charge cannot be resolved in your favor based upon unambiguous language contained in the written agreement/bill of sale.
- Should a Cardholder exercise his or her right to rescind the written agreement/bill of sale during any rescission period set forth in the Cardholder's agreement with you or at law, you shall submit a Credit to us promptly.
- If American Express has classified you as an auto dealer of used motor vehicles exclusively, the down payment must not exceed 50% of the full purchase price of the motor vehicle.
- If the Cardholder denies making or authorizing the Charge, American Express will have Chargeback rights for such Charge in addition to our other Chargeback rights.

You may also accept the AMEX Card for the entire purchase price of a new or used motor vehicle, subject to the following provisions:

- You are classified as an auto dealer of new or new and used motor vehicles (i.e., Your dealership sells new motor vehicles exclusively or both new and used motor vehicles).
- The amount of the Charge does not exceed the total price of the motor vehicle after deduction of applicable discounts, taxes, rebates, cash down payments, and trade-in values.
- You must not submit a Charge for the entire purchase price of a new or used motor vehicle unless and until you have a written agreement/bill of sale signed by the

Cardholder setting forth the terms of the sale, including purchase price, delivery date and your cancellation policy.

- In addition to other Chargeback rights, American Express also has Chargeback rights for any portion of the Charge for the entire purchase price of a new or used motor vehicle which is disputed by the Cardholder, if such disputed Charge cannot be resolved in your favor based upon unambiguous language contained in the written agreement/bill of sale.
- Should a Cardholder exercise his or her right to rescind the written agreement/bill of sale during any rescission period set forth in the Cardholder's agreement with you or at law, you shall submit a Credit to us promptly.
- If the Cardholder denies making or authorizing the Charge and you have not transferred title or physical possession of the motor vehicle to the Cardholder, American Express will have Chargeback rights for such Charge in addition to its other Chargeback rights.

17.26.2 Business-to-Business (B2B)/Wholesale Distribution. If you are classified in the business-to-business (B2B) or wholesale distribution industries, and American Express determines that you are not in the telecommunications industry, then notwithstanding the prohibition in Section 17.4, "Prohibited Uses of the AMEX Card", you may accept the AMEX Card for overdue amounts to the extent that acceptance of overdue amounts is a common practice in your industry and does not constitute an attempt to obtain payment from the Cardholder whose prior methods of payment have, in American Express' reasonable judgment, been difficult to collect or uncollectible. An indicator of such difficulty, for example, may be the fact that you have sent a customer account to collections.

To minimize your risk of a Chargeback with B2B Charges, always:

- Obtain a signature for all in-person charges. For Card Not Present Charges, obtain Proof of Delivery, and maintain clear and accurate records of orders and returns.
- Notwithstanding the restriction in Section 7, you must not submit any Charge until the goods have been shipped or services have been provided to the Cardholder. To the extent that you have clearly disclosed your intention to the Cardholder and the Cardholder agrees, then you may submit the following types of Charges to us before you ship the goods to the Cardholder:
 - Charges representing deposits on customer and special orders (so long as you comply with applicable law) or goods not in inventory at the time the order is placed.
 - Charges representing advance, partial, or full payment for goods that the Cardholder requests you to ship at a later date.

17.26.3 Insurance. This section contains provisions specific to establishments that are classified in the Insurance industry. If any of your goods or services are sold or billed by independent agencies, then you must provide to American Express a list of such independent agencies and notify us of any subsequent changes in the list. American Express may use this list to conduct mailings that encourage such independent agencies to accept the AMEX Card. American Express may mention your name in such mailings, and you must provide us with a letter of endorsement or assistance as American Express may require. You must use your best efforts to encourage independent agencies to accept the AMEX Card. American Express acknowledges that you have no control over such independent agencies. From time to time,

and subject to prohibited uses of the AMEX Card, American Express may establish joint marketing campaigns that promote AMEX Card acceptance specifically at your establishments or, generally, at insurance companies. A necessary purpose for which you submit Cardholder information that is responsive to such joint marketing campaigns includes American Express' use of that information to perform back-end analyses to determine the success of such joint marketing campaigns. American Express undertakes no responsibility on your behalf for the collection or timely remittance of premiums. American Express will not be subject to any liability, under any circumstances, for any claim arising from, or related to, any insurance policy issued by you or your agencies. If the AMEX Card is accepted as payment for fixed rate cash value life insurance policies or fixed rate annuities under the MSA, you represent and warrant to Provider that the fixed rate cash value life insurance policies and fixed rate annuities for which the AMEX Card will be accepted for premium payments are not securities requiring registration under the Securities Act of 1933.

17.26.4 Oil/Petroleum. If you are classified in the oil and petroleum industry, American Express may place you in the Fraud Full Records Program if you accept charges originating at a Customer Activated Terminal (CAT) gas pump. American Express will not exercise Chargeback up to a certain dollar amount for charges that qualify under the Oil Fraud Protection Program described below.

Oil/Petroleum Requirements. If you are classified in the oil and petroleum industry, you must:

- Obtain a unique Merchant Account Number for your CAT gas pump sales. If you conduct any other business at your establishment (e.g., convenience store sales, car washing services), you must obtain a unique Merchant Account Number for those lines of business.
- Submit dealer location data along with each Authorization request and each Submission file. Dealer location data consists of your business': dealer number (store number), name, street address, city, and postal code.

Oil/Petroleum Recommendations. American Express has implemented several policies and fraud prevention tools to assist in combating fraud at the gasoline pump. American Express recommends that you:

- Set a pre-Authorization request of \$100 at your CAT gas pumps.
- For higher charges such as diesel, adjust the pre-Authorization amount to accommodate the higher charges.
- Set your CAT gas pumps to shut off when they reach the pre-Authorization amount.
- Request a separate Authorization for purchases that exceed the original pre-Authorization amount.

Oil Fraud Protection Program. The Oil Fraud Protection Program addresses counterfeit fraud Chargebacks at fuel pumps CATs. Under this program, American Express will not exercise Chargeback for the amount of the Charge up to \$100 provided that both the establishment and each Charge meet the following criteria:

- The Authorization request meets the data requirements listed under CATs.
- The Authorization request must include the correct merchant category code (MCC) for "automated fuel dispensers" (5542),

- The Issuer determines that the AMEX Card used to initiate the Charge was counterfeit, and,
- The establishment qualified for Chargeback protection under the program at the time of the Charge, as follows: For an establishment to qualify under the Oil Fraud Protection Program, it (i) must authorize and submit transactions under the unique Merchant Account Number (Seller ID) assigned to the establishment, and (ii) must have, in a given month, a counterfeit fraud to Charge volume ratio below 1%. An establishment whose counterfeit fraud to Charge volume ratio rises to or exceeds 1% in a given month will not qualify under the Oil Fraud Protection Program until the ratio falls below 1% for three (3) consecutive months. Notwithstanding the foregoing, the Oil Fraud Protection Program does not apply to merchants that submit one Merchant Account Number (Seller ID) consolidated charges from multiple establishments (i.e., central submitters) or to the establishments that those merchants submit on behalf of. American Express offers a variety of fraud prevention tools which may enable merchants to reduce fraud in order to qualify and retain eligibility for the program.

17.26.5 Restaurants. If you are classified in the restaurant or bar industry, then the following Authorization procedures apply. If the final restaurant or bar Charge is no greater than the amount for which you obtained Authorization plus 20% of that amount, no further Authorization is necessary. If the final restaurant or bar Charge is greater than the amount for which you obtained Authorization by more than 20%, you must obtain Authorization for any additional amount of the Charge that is greater than the original Authorization. When submitting the Charge, only include the initial approval.

17.26.6 Telecommunications. If American Express classifies you in the Telecommunications industry, notwithstanding anything to the contrary in the MSA, American Express may place you in one or more of the following Chargeback programs: Partial Immediate Chargeback Program for an amount of \$50 or less; or Fraud Full Recourse Program.

American Express may establish audit procedures determined in American Express' discretion to ensure that no charges except for recurring billing charges are submitted under the Merchant Account Number designated for recurring billing charges. We may request that you provide us with a list of Affiliates and the list you provide must include any agency in the geographic area where you offer any telecommunications services.

17.26.7 Government/Utilities/Education. This section applies to merchants classified in the government, utilities, or certain education industries (i.e., higher education, private school – kindergarten to grade 12). Customers should feel free to use all forms of payment that you accept without being penalized for choosing a particular form of payment. To promote consumer choice, you are generally prohibited from imposing any restrictions, conditions, or disadvantages when the AMEX Card is accepted that are not imposed equally on all other payment products. See "Treatment of the American Express Brand". Merchants in these specific industries may assess convenience fees on charges, provided that they comply with the other requirements of this section, as follows:

- Merchants must not impose a higher convenience fee on charges than it imposes on other payment products, except for Automated Clearing House funds transfers, cash, and checks.

- Merchants classified as government Entities, including government utilities, and privately owned utilities may assess convenience fees on all Charges.
- Merchants classified as educational institutions may assess convenience fees only on charges for tuition, room and board, school lunch payments or other mandatory fees.
- You must clearly disclose the amount of convenience fees to the customer and give the customer the opportunity to cancel the Charge if the customer does not want to pay the convenience fee.

Any explanation, verbal or written, describing why the convenience fee is being assessed, or how it is calculated, must characterize the convenience fee as an assessment to cover your administrative costs and not as an assessment to cover your cost of accepting the AMEX Card. You must obtain separate Authorizations and Approval Codes for each of the principal charges and the convenience fee. Furthermore, the descriptor on the convenience fee must clearly state that it is a convenience fee (e.g., Official Payments – City of X (principal payment) and Official Payments Convenience Fee (convenience fee)). Your third-party service provider can only assess a convenience fee when it accepts the AMEX Card for the foregoing charges in compliance with the requirements of this section.

17.26.8 Internet/Online Pharmacies. If it is determined that you are an internet/online pharmacy merchant that accepts the AMEX Card for sales of prescription medications (as defined by applicable law) in the Card Not Present environment:

- You must be certified by the Verified Internet Pharmacy Practice Sites program of the National Association of Boards of Pharmacy (www.nabp.net), or,
- You or your authorized representative must attest that you comply with the licensing and inspection requirements of (i) U.S. federal law and the state in which you are located and (ii) each state to which you dispense pharmaceuticals.

Upon request, you must promptly provide documentation that you fulfill the foregoing requirements. Failure to provide this documentation promptly may result in suspension or disenfranchisement of AMEX Card acceptance privileges. Specific procedures exist for transaction processing by internet/online merchants.

17.26.9 Online/mail order tobacco retail. If you are classified or it is otherwise determined that you are an online or mail order (or both) tobacco or e-cigarette merchant, then you must provide the website address of the online store from which you sell your tobacco products. If your website facilitates tobacco sales, you will be required on request to provide an executed and notarized Affidavit of Compliance with Laws – Online/Mail Order Tobacco. If you fail to complete the Affidavit, AMEX Card acceptance privileges may be suspended. American Express may monitor your website.

17.27 American Express-Excessive Disputes. You may be subject to various fees and assessments as set forth on the MSA including fees for excessive disputes. Some fees and assessments are for special products or services, while others may be applied based upon non-compliance of American Express policies and procedures. Many non-compliance fees and assessments can be avoided by correcting the actions that are causing such non-compliance.

17.28 American Express Right to Modify or Terminate MSA. American Express has the right to modify the MSA with respect to American Express Card transactions, upon written notice

and acceptance, or to terminate your acceptance of American Express Card transactions and to require Provider to investigate your activities with respect to American Express Card transactions.

18. **Fees; Adjustments; Collection of Amounts Due.** The following additional terms shall apply to the parties' rights and obligations under the MSA with respect to Fees; Adjustments; Collection of Amounts Due (which are addressed in Section 13 of the MSA) related to American Express Card transactions:

Other debits. We may also debit your Settlement Account or your settlement funds in the event we are required to pay Card Organization fees, charges, or other assessments as a consequence of your sales activities. Such debits shall not be subject to any limitations of time specified elsewhere in the MSA, including, without limitation the following, which we may add to or delete from this list as change occur in the Card Organization Rules or our Operating procedures:

- Card Organization fees, charges, fines, penalties, registration fees, or other assessments. Currency conversion was incorrectly calculated.
- Discount Rate not previously charged.
- Reversal of deposit posted to your account in error.
- Debit for Summary Adjustment not previously posted.
- Reversal of Credit for deposit previously posted.
- Debit for Chargeback never posted to your account.
- Debit for Electronic Draft Capture Batch error fee.
- Card Organization Merchant Chargeback/fraud monitoring fees – excessive Chargeback handling fees.
- Failure of transaction to meet Member Controller Authorization Service ("MCAS") – Cardholder account number on exception file.
- Original transaction currency (foreign) not provided.
- Travel Voucher exceeds maximum value.
- Debit and/or fee for investigation and/or Chargeback costs related to the MSA, or for costs related to our collection activities in an amount no less than \$100.00.
- Costs arising from replacement or damage to equipment rented.
- Payment of current or past due amounts for any equipment purchase, rental, or lease.
- Incorrect merchant descriptor (name and/or city, state) submitted.
- Incorrect transaction date submitted.
- Shipping and handling fees.

You are solely responsible to inform us in writing if you want any fees or other adjustments to be debited from an account other than your Settlement Account. You agree that in addition to any rights we have under the MSA, we can offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or accounts guaranteed by you, any of your principals, guarantors, or authorized signors. Alternatively, we may elect to invoice you for any such amounts, net due 30 days after the invoice date or on such earlier date as may be specified.

19. **Additional Limitation of Liability.** In addition to the limitation of liability set forth in the MSA, and notwithstanding anything in the MSA to the contrary, Provider and its Affiliates' cumulative liability, in the aggregate (inclusive of any and all claims made by customer against Provider

and/or its Affiliates, whether related or unrelated) for all losses, claims, suits, controversies, breaches, or damages for any cause whatsoever related to the American Express card acceptance, and regardless of the form of action or legal theory, shall not exceed the amount of fees received by Provider pursuant to this Addendum in the immediately preceding 12 months.

20. **Responsibility.** You shall, to the extent provided by state law, be responsible for your performance and the performance of your officers and employees related to this MSA, and not request that Provider assume liability for the performance of your and/or your officers and employees hereunder. As a matter of state law, you are subject to certain legal actions related to tort and contract claims. A breach of contract action or applicable laws including but not limited to the state Uniform Commercial Code, remains one of Provider's available remedies if it believes it has suffered any losses as a result of your breach of this MSA and you accept liabilities raised under such laws.
21. **Disclaimer of Warranties.** In addition to the disclaimers set forth in the MSA, Provider makes no representations, warranties, or covenants, express or implied with regard to the American Express card acceptance including the uninterrupted or error-free operation of the American Express card acceptance or non-infringement.
22. **Your Warranties.** You warrant all of the following: (i) To the best of your knowledge, all representations and statements made in the MSA, this Addendum, and any other related document, by you or on your behalf are true, accurate, and complete in all respects and you hereby authorize us to verify and confirm all information provided herein by any means at our disposal; (ii) you are engaged in a lawful business, which includes the sale of merchandise and/or services and are duly licensed to conduct such business under the laws of the state(s), county(s), city(s), and country(s) in which you operate; (iii) you shall not submit any payment transactions that violate any laws or any related state, county, city, or country or any Card Organization Rules and shall otherwise comply with all applicable laws, regulations, or rules in connection with your obligations under this Addendum; and (iv) that there are no outstanding or contemplated assignments, grants, licenses, encumbrances, security interests, liens, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Addendum and the rights and obligations herein.
23. **Special Provisions Regarding Non-Bank Cards.** Terms applicable to American Express transactions (which are addressed in Schedule A to the Bankcard Addendum) are amended as follows:
- You understand and agree that if, based upon your anticipated AMEX Card transaction volume you do not qualify for our full-service program (acceptance of American Express Card transactions pursuant to a direct agreement with us) but have otherwise been approved for accepting American Express transactions, your authorizations will be obtained from and funded by American Express. American Express will provide you with its own agreement that governs those transactions. You understand and agree that we are not responsible and assume absolutely no liability with regard to any such transactions, including but not limited to the funding and settlement of American Express transactions, and that American Express will charge additional fees for the services they provide.
24. **Compliance with Law.** For the avoidance of doubt, you acknowledge and agree that in connection with your obligation under the MSA to comply with all laws and regulations applicable to you (which are addressed in Section 10 of the MSA), you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling

Enforcement Act, 31 U.S.C. Section 5361, et seq., as may be amended from time to time, or those involving any Person listed on the U.S. Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals and Blocked Persons List (available at www.treas.gov/ofac) or the U.S. Department of State's Terrorist Exclusion List (available at www.state.gov), or for the processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control ("OFAC") or in connection with illegal activity of any kind. We likewise acknowledge and agree that in connection with our obligations under the MSA to comply with all laws and regulations applicable to us (which are addressed in Section 10 of the MSA).

25. **Survival.** Upon termination or expiration of this Addendum, a party's obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the Definitions and the provisions of Sections 3, 17.2, 18, 19, 20, 24, and 25 shall survive the termination or expiration of this Addendum.

Convenience Fee Addendum

Background

This Addendum adds the First Data Managed Convenience Fee service to your Merchant Services Agreement (MSA) between Bank and Customer. The terms of the MSA and this Addendum apply to the First Data Managed Convenience Fee service, but if anything in this Addendum conflicts with the MSA, the MSA will control. The First Data Managed Convenience Fee service (including its components) is a **Service** under the MSA.

Capitalized words or phrases that are not defined in this Addendum shall use the definitions given to them in the MSA.

Service Description.

Bank will provide Customer with the Service as described in this Addendum.

Service means the creation and operation of a [] portal and/or [] Interactive Voice Response (IVR) system and a gateway to allow you to submit internet payments from your customers with an appended convenience fee paid by your customers using credit, PIN debit, signature debit, and pre-paid debit cards and ACH. The Convenience Fee services includes the creation of a portal along with a gateway that allows you to connect for the payments submitted through the Portal or IVR.

The Portal will integrate with your website through a hyperlink. You will be able to provide reasonable input into the basic configuration of client logo, colors and field labels for the Portal.

The Portal will include the following capabilities:

- Provide the option to pay with a debit or credit card or via ACH Payment pages redirect your consumers to a hosted payment form. To accomplish this a “Checkout” button is displayed within an HTML form on Customer’s website.
- If the debit card can be authorized using Internet PIN debit, processor’s proprietary and patented PIN pad technology will be used to capture the PIN and submit the transaction for authorization to the applicable debit network. If not, the debit transaction will be processed as a signature debit transaction.
- The Portal will inform the customer of the requirement and amount of the convenience fee and obtain consent to levy the convenience fee or allow termination of the transaction. If the customer accepts, the transaction consisting of the amount due to you and the convenience fee for authorization will be submitted over the applicable debit or credit, network.
- Your customers will be provided the opportunity to provide an email address to receive notification of completion of the transaction.
- For convenience fee transactions pursuant to this Addendum, Customer will receive the principal amount owed to Customer and Bank will receive the convenience fee through settlement. Customer shall not be charged transaction authorization fees, gateway transaction fees, or related fees such as interchange or discount fees from the Card Brands or transaction fees related to ACH (eCheck) transactions.
- Chargebacks and associated chargeback fees are charged to Customer and netted daily. Service does not include dispute management and is Customer’s responsibility.

- Bank will daily batch the payments received and generate a payment file of amounts paid. Customer can receive an online report showing transactions processed on a range date using Processor's Business Track (SM)/Clientline reporting portal.

Graphical depiction of the typical steps involved in transaction flow:

Step	Step Description
Account Look-Up	Step 1: Your customer enters Account number to find amount due and other Account Details.
Choose to pay	Step 2: Your customer elects to make a payment against the amount due.
Collect card or eCheck details	Step 3: Your customer enters payment card or eCheck (ABA/DDA) details, if applicable.
Agree to convenience fee	Step 4: Your customer agreed to convenience fee in addition to amount due.
Payment Processing	Step 5: If your customer agrees to convenience fee, Processor facilitates the payment processing.
Payment Completion	Step 6: Processing will notify your customer of payment completion if email is provided. Then, Processor updates you on Payment status.

Fees.

The fees are set forth in Schedule B-7.

Term, Termination, and Amendment.

This Addendum begins on the latest date that appears in the signature block and continues in effect until the MSA expires or terminates, in which case, this Addendum will automatically terminate. Unless otherwise agreed, the Customer will go live on or before _____.

License, Restrictions, and Requirements.

Subject to the terms and conditions of this Addendum, Bank grants to Customer a non-sublicensable, royalty free, non-exclusive, nontransferable, revocable, limited license to use the Service during the term of this Addendum only for (1) the purpose of submitting payment transactions to Bank for processing, and (2) the purposes described in this Addendum. All references to the Service or its components in this Addendum include the applicable Software.

Subject to the terms and conditions of this Addendum, Bank grants to Customer a non-sublicensable, royalty free, non-exclusive, non-transferable, revocable, limited license to use the Documentation during the term of this Addendum only for the purpose of supporting Customer's use of the Service. Documentation means all manuals and other written materials in any form provided for use with the Portal, as amended from time to time.

Customer acknowledges that the Service and Documentation are Bank's intellectual property, and Customer must not cause or permit any third party to:

- Use the Service except as permitted by this Addendum or the Documentation or as permitted by Bank in writing;

- Use the Service or Documentation, either directly or indirectly, for benchmarking purposes or to develop any product or service that competes with the Service;
- Disassemble, decompile, decrypt, extract, reverse engineer, or modify the Service or otherwise apply any procedure or process to the Service in order to ascertain, derive, or use the source code or source listings for the Service or any algorithm, process, procedure, or other information contained in the Service;
- Provide the Service or Documentation to any third party, other than to Customer's authorized employees and Customer's contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions of the Agreement;
- Use, modify, adapt, reformat, copy or reproduce the Service or Documentation or any portion thereof, except as is incidental to the purposes of this Addendum, or for archival purposes (any permitted copies must contain all appropriate proprietary notices);
- Rent, lease, upload, assign, sublicense, transfer, distribute, allow access to, or time share the Service or Documentation;
- Circumvent or attempt to circumvent any security measures of the Service;
- Attempt to access or actually access portions of the Platform or Service not authorized for Customer's use; or
- Use the Service in any unlawful manner or for any unlawful purpose.

The licenses granted under this Addendum may be subject to other licenses currently held by Bank or its subcontractors. If any license held by Bank to certain technology or software is terminated or suspended, the corresponding license(s) granted to Customer under this Addendum may also be terminated or suspended if Bank loses any relevant license.

Except for the limited licenses granted above, this Addendum does not grant Customer any rights or licenses (express or implied) in any patents, copyrights, trademarks, trade secrets, or other Intellectual Property Rights in or related to the Service, all of which are and will remain the sole and exclusive property of Bank, its vendors, or its licensors. Bank reserves and withholds all rights, title, and interests associated with the Service that are not expressly licensed to Customer in this Addendum. Bank may revoke this license if Customer (1) fails to comply with this Addendum, or (2) misuses the Service.

If Customer is acquiring the Software on behalf of any part of the United States Government (the Government), the following provisions apply: Any use, duplication, or disclosure by the Government is subject to the restrictions in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Bank is the contractor/manufacturer, with the address set forth below. Any use, modification, reproduction, release, performance, display, or disclosure of the Software and/or the accompanying documentation by the Government or any of its agencies will be governed by the terms of this Addendum and will be prohibited except to the extent expressly permitted by the terms of this Addendum.

The limited licenses provided above will automatically terminate when this Addendum terminates. Within five days after termination, Customer must either return or destroy the Software and the Documentation and must certify to Bank in writing that the return or destruction has occurred.

SCHEDULE E

PARTICIPATION AGREEMENT FOR MERCHANT PROCESSING SERVICES

This Participation Agreement for Merchant Processing Services ("Agreement") is entered into between _____ [insert Customer Name] ("Customer"), Truist Bank ("Bank" or "Servicer(s)") successor to STMS, L.L.C., and SunTrust Bank on [insert date] _____.

WHEREAS, on _____ [insert date] Servicers entered into a Master Services Agreement with the Office of the State Treasurer for the provision of bankcard, charge card and debit card acceptance, processing, settlement, and support services ("Services"); and

WHEREAS, the terms of the Master Services Agreement require Servicers to provide Services pursuant to the Master Services Agreement **and any subsequent revisions**, to certain authorized State of Georgia government agencies, commissions, departments, boards, authorities, bureaus, institutions, and local government entities ("Authorized Entity"); and

WHEREAS, Customer is an Authorized Entity and desires to receive Services pursuant to the Master Services Agreement;

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

1. Customer is an Authorized Entity, as defined above, and has received the approval of the Georgia Office of the State Treasurer to participate under the Master Services Agreement ("MSA").
2. Servicers hereby agree to provide Services to the Customer pursuant to the terms and conditions of the MSA which are incorporated herein by reference. The specific optional Services selected by Customer ("Product Addenda") and to be performed by Servicers include: _____.
3. Customer acknowledges receipt of a copy of the MSA and related addenda, Product Addenda and Operating Guide, and agrees to be bound by the terms and conditions therein.
4. Customer agrees that by executing this Agreement it shall be responsible for all Customer obligations set forth in the MSA, including payment of all fees and assumption of all financial obligations related to the Services received by Customer.
5. Upon termination of the MSA. Customer must negotiate a separate contract with Servicers in order to continue to receive Services.
6. Customer agrees and acknowledges that, in the event Customer is already receiving services which are substantially similar to the Services from Servicers as of the date first mentioned above, the MSA, addenda and Product Addenda amend and restate the existing terms of preceding services and will govern the Services after the execution hereof.
7. All notices and other communications to Customer required or permitted hereunder shall be sent to Customer at the following email address in accordance with the notice procedures specified in the Master Services Agreement: _____ [insert email address]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as the date set forth above.

(Customer Name)

Truist Bank

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____