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State of New Hampshire

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

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

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

May 11, 2018

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

REQUESTED ACTION

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

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

EXPLANATION

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

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

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

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

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

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

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

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

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:

   1.7 June 30, 2019

2. All other provisions of the Agreement, approved by the Governor and Executive Council on September 18, 2013, shall remain in full force and effect.

Contractor Initials: ES
Date: 5/9/18

BANC OF AMERICA MERCHANT SERVICES, LLC

By: _____

Edward F. Sykes
(Print Name)

Title: SVP

Date: 5/9/18

NOTARY PUBLIC/JUSTICE OF THE PEACE

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

Edward F. Sykes

And acknowledge that he executed this document indicated above.

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

_____
(Notary Public/Justice of the Peace)

My commission expires:

3/20/21
(Date)

Alison R. VanDyke
NOTARY PUBLIC
MECKLENBURG COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 3/20/2021

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner
Department of Administrative Services

Date: 5/11/18

OFFICE OF THE ATTORNEY GENERAL

By: _____

Nancy J. Smith
(Print Name)

Title: Sr. Assistant Attorney General

Date: 5/17/2018

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

_____, _____.

Signed: _____

_____
(Print Name)

Title: _____

Contractor Initials: ES
Date: 5/9/18

State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: **766541**

Certificate Number: **0004079602**

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

William M. Gardner
Secretary of State

Banc of America Merchant Services, LLC

Secretary's Certificate

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

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

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

Name	**Signature**
Edward F. Sykes, SVP	Edward F. Sykes, SVP

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

JoAnn Carlton

JoAnn Carlton, Secretary

State of North Carolina)
County of Mecklenburg)

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

Alison R. VanDyke, Notary Public

Alison R. VanDyke
NOTARY PUBLIC
MECKLENBURG COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 3/20/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/7/2017

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

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

PRODUCER
Willis Ins Serv of Atlanta Inc
5 Concourse Pkwy NE 18th Floor
Atlanta GA 30328

CONTACT NAME: Ashley Mullins
PHONE (A/C, No, Ext): 404-224-5000 FAX (A/C, No): 404-224-5001
E-MAIL ADDRESS: Ashley.Mullins@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Safety National Casualty Corporation	15105
INSURER B : Continental Insurance Company	35289
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED FIRSDAT
Banc of America Merchant Services, LLC
5565 Glenridge Connector NE, GH-13
Atlanta, GA 30342-1335

COVERAGES CERTIFICATE NUMBER: 1824311908 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	Y	GL4056109	1/1/2018	1/1/2019	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			CAF4057828	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	6045645788	1/1/2018	1/1/2019	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Banc of America Merchant Services, LLC
5565 Glenridge Connector NE, GH-13
Atlanta GA 30342-1335

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brett Ryle

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 04/02/2018

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

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

Holder Identifier :

PRODUCER	CONTACT NAME:
Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place 1650 Market Street Suite 1000 Philadelphia PA 19103 USA	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
First Data Corporation Banc of America Merchant Services 5565 Glenridge Connector, NE GH-13 Atlanta GA 30342 USA	INSURER A: Indian Harbor Insurance Company	36940
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570070694328 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						GENERAL AGGREGATE	
	OTHER:						PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)	
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per person)	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O-Technology			MTP9036646 Claims Made SIR applies per policy terms & conditions	03/31/2018	03/31/2019	Per Claim Aggregate	$10,000,000 $10,000,000

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

Certificate No : 570070694328

CERTIFICATE HOLDER

First Data Corporation
Banc of America Merchant Services
5565 Glenridge Connector, NE
GH-13
Atlanta GA 30342 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

3/31/2019

DATE (MM/DD/YYYY) 3/29/2018

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

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

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1054591
FIRST DATA CORPORATION
BANC OF AMERICA MERCHANT SERVICES
5565 GLENRIDGE CONNECTOR, NE
GH-13
Atlanta GA 30342

COVERAGES FIRDA01 CERTIFICATE NUMBER: 2883568 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	CRIME	N	N	596448852	3/31/2018	3/31/2019	$15,000,000 LIMIT	

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

CERTIFICATE HOLDER
2883568
FOR INFORMATION PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

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104

State of New Hampshire

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

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

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

November 6, 2015

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

Retroactive

REQUESTED ACTION

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

EXPLANATION

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

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

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

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

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

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

Respectfully submitted,

Vicki Quiram
Commissioner

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

- SECOND CONTRACT AGREEMENT

P-37

Subject: Amendment to Merchant Card Processing Services

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

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

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

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

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

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

BANC OF AMERICA MERCHANT SERVICES, LLC

By: [signature]

Title: SVP

Date: 10/29/15

NOTARY PUBLIC/JUSTICE OF THE PEACE

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

Ed Sykes

And acknowledge that he executed this document indicated above.

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

[signature]

Norberta Fuentes
Notary Public
Mecklenburg County
North Carolina
My Commission Expires 3/5/2018

THE STATE OF NEW HAMPSHIRE

By: Vicki V. Quiran

Title: Commissioner DAS

Date: 11-13-15

OFFICE OF THE ATTORNEY GENERAL

By: [signature]

Jill Desrochers
(Print Name)

Title: Assistant Attorney General

Date: 11/24/15

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

_____, **2015**

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

- SECOND CONTRACT AGREEMENT

P-37

Subject: Amendment to Merchant Card Processing Services

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

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

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

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

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

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

BANC OF AMERICA MERCHANT SERVICES, LLC

By: [signature]

Title: SVP

Date: 10/29/15

NOTARY PUBLIC/JUSTICE OF THE PEACE

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

Ed Sykes

And acknowledge that he executed this document indicated above.

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

[signature]

Norberta Fuentes
Notary Public
Mecklenburg County
North Carolina
My Commission Expires 3/5/2018

NORBERTA FUENTES NOTARY PUBLIC MECKLENBURG COUNTY

THE STATE OF NEW HAMPSHIRE

By: [signature]

Title: Commissioner, DAS

Date: 11-13-15

OFFICE OF THE ATTORNEY GENERAL

By: [signature]

Jill Desrochers
(Print Name)

Title: Assistant Attorney General

Date: 11/24/15

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

_____, **2015**

State of New Hampshire
Department of State

CERTIFICATE

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

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

William M. Gardner
Secretary of State

ORIG L

Banc of America Merchant Services, LLC

Secretary's Certificate

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

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

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

Name	**Signature**
Edward F. Sykes	

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

By: _____
JoAnn Carlton, Secretary

Banc of America Merchant Services, LLC

Secretary's Certificate

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

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

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

Name	**Signature**
Edward F. Sykes	

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

By: _____
JoAnn Carlton, Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/30/2015

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

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

PRODUCER
Willis Ins Serv of Atlanta Inc
5 Concourse Pkwy NE 18th Floor
Atlanta GA 30328

CONTACT NAME: Ashley Mullins
PHONE (A/C, No, Ext): 404-224-5000 FAX (A/C, No): 404-224-5001
E-MAIL ADDRESS: Ashley.Mullins@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of Pitt.	19445
INSURER B : Liberty Insurance Corp	42404
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FIRSDAT
Banc of America Merchant Services, LLC
5565 Glenridge Connector NE, GH-13
Atlanta, GA 30342-1335

COVERAGES CERTIFICATE NUMBER: 1368997119 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GL2382772	1/1/2015	1/1/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			TH7-651-291493-015	1/1/2015	1/1/2016	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

First Data Services LLC is explicitly included as a named insured in the above referenced insurance policy.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
25 Capitol Street, Room 120
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/2/2014

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

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

PRODUCER
Willis Ins Serv of Atlanta Inc
5 Concourse Pkwy NE 18th Floor
Atlanta GA 30328

CONTACT NAME: Ashley Mullins
PHONE (A/C, No, Ext): 404-224-5000 FAX (A/C, No): 404-224-5001
E-MAIL ADDRESS: Ashley.Mullins@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Illinois National Ins. Co.	23817
INSURER B : National Union Fire Ins Co of Pitt.	19445
INSURER C : New Hampshire Ins. Co.	23841
INSURER D :	
INSURER E :	
INSURER F :	

INSURED FIRSDAT
First Data Corporation
Attn: Risk Management
5565 Glenridge Connector NE, GH-13
Atlanta GA 30342-1335

COVERAGES CERTIFICATE NUMBER: 212503680 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC011952970 (FL)	1/1/2015	1/1/2016	X WC STATUTORY LIMITS / OTHER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N	N / A		WC011952971 (CA)	1/1/2015	1/1/2016		
C	(Mandatory in NH)			WC011952972 (ME)	1/1/2015	1/1/2016	E.L. EACH ACCIDENT	$$1,000,000
A	If yes, describe under DESCRIPTION OF OPERATIONS below			WC 011952973 (MA, ND, OH, WA, WI, WY)	1/1/2015	1/1/2016	E.L. DISEASE - EA EMPLOYEE	$$1,000,000
C				WC011952974 (AK, AZ, VA)	1/1/2015	1/1/2016	E.L. DISEASE - POLICY LIMIT	$$1,000,000
C	Workers Compensation and Employers' Liability			WC011952975 (NJ,PA)	1/1/2015	1/1/2016	E.L. Each Accident	$1,000,000
C				WC011952976	1/1/2015	1/1/2016	E.L. Disease Ea Empl	$1,000,000
C				(IL,KY,NC,NH,UT,VT)	1/1/2015	1/1/2016	E.L. Disease	$1,000,000
				WC011952977 (AOS)				

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

CERTIFICATE HOLDER

FIRST DATA CORPORATION
5565 GLENRIDGE CONNECTOR, NE GH-13
ATLANTA GA 30342

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

June 24, 2014

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

REQUESTED ACTION

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

EXPLANATION

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

Respectfully Submitted,

Linda M. Hodgdon

Linda M. Hodgdon
Commissioner

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

FIRST CONTRACT AGREEMENT

P-37

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

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

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

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

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

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

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

BANC OF AMERICA MERCHANT SERVICES, LLC	THE STATE OF NEW HAMPSHIRE
By:	By:
Title: SVP Sales & Portfolio Mgmt	Title: Commissioner
Date: 6/12/14	Date: 7/1/14

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

NOTARY PUBLIC/JUSTICE OF THE PEACE

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

Ed Sykes

And acknowledge that he executed this document indicated above.

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

Norberta Fuentes

Norberta Fuentes
Notary Public
Mecklenburg County
North Carolina
My Commission Expires 3/5/2018

OFFICE OF THE ATTORNEY GENERAL

By: M. K. Brown

Michael K. Brown
(Print Name)

Title: Sr. Asst. AG

Date: 7/9/14

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

_____, 2014

Banc of America Merchant Services, LLC

Secretary's Certificate

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

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

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

Name	**Signature**
Edward F. Sykes	

IN WITNESS WHEREOF, I have signed this Secretary's Certificate on June 10, 2014

By: _____
JoAnn Carlton, Secretary

Section of original Contract being amended.

3.3 **Conversion Assistance.**

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

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

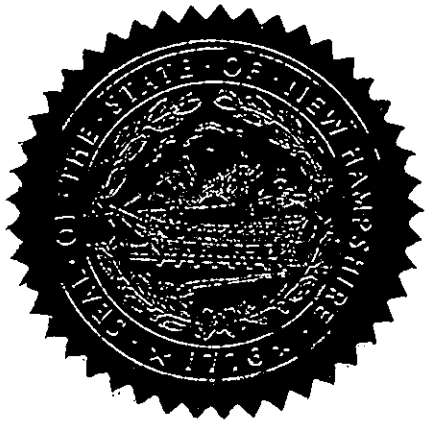
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Banc of America Merchant Services, LLC, a(n) Delaware limited liability company registered to do business in New Hampshire on October 15, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of June, A.D. 2014

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/17/2013

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

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

PRODUCER
Willis Ins Serv of Atlanta Inc
5 Concourse Pkwy NE 18th Floor
Atlanta GA 30328

CONTACT NAME: Ashley Mullins
PHONE (A/C, No, Ext): 404-224-5000 FAX (A/C, No): 404-224-5001
E-MAIL ADDRESS: Ashley.Mullins@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Ins Co of Pitt.	19445
INSURER B: Ace Prop & Cas Ins Co	20699
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
FIRSDAT
Banc of America Merchant Services, LLC
5565 Glenridge Connector NE, GH-13
Atlanta, GA 30342-1335

COVERAGES **CERTIFICATE NUMBER:** 1132465663 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6819471	1/1/2014	1/1/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			7062749	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO			7062750 (VA)	1/1/2014	1/1/2015	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			XOOG27322608	1/1/2014	1/1/2015	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Banc of America Merchant Services, LLC
5565 Glenridge Connector NE, GH-13
Atlanta GA 30342-1335

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

27E

State of New Hampshire

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

LINDA M. HODGDON
Commissioner
(603) 271-3201

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

August 28, 2013

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

REQUESTED ACTION

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

EXPLANATION

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

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

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

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

Respectfully Submitted,

Linda M. Hodgdon
Commissioner

Name of Notified Parties	
Applied Bank	SunTrust (FD)
Bank of Amercia Merchant Services (BAMS)	Synovus
BBVA Compass	TD Bank
Capital One Merchant Services	TIB – The Independent Bankers Bank
ChasePaymentech	TSYS Merchant Solutions
Citi Merchant Services	U.S. Bank Payment Solutions
Comerica Bank	Vantiv
Commerce Bank	Wells Fargo (FD)
Elavon	WorldPay
First National Bank of Omaha	Govolution - Velocity Payment System
First Savings Bank	ClearPay Financial Solutions
Heartland	Official Payments
HSBC (FD)	FIS
Huntington National Bank	PayGov.US
KeyBank National Association	Key Bank
M&I	
M&T Bank	
Merrick Bank	
Moneris	
People's United Bank	
PNC (FD)	
Sovereign Bank	

RFP 2013-53 – MERCHANT CARD PROCESSING SERVICES

Evaluation Committee Members

Craig W Bulkley

Current Position: Chief Operating Officer, NH Liquor Commission

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

Theresa Pare Curtis

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

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

Kyra Leonard

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

Position During Evaluation: Business Administrator, Department of Safety

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

Heather Maguire

Current Position: Business Systems Analyst, Department of Information Technology

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

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

Rachel Miller

Current Position: Chief Deputy State Treasurer

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

Steve Sacco

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

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

George P. Tsiopras

Current Position: Chief Financial Officer, NH Liquor Commission

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

SCORING GRID RFP 2013-153 - Merchant Card Processing Services

Overall Scores of Evaluation Committee

			Bank of America Merchant Svs (BAMS)	US Bank
INTERMEDIATE EVALUATION				
		MERCHANT PAYMENT PROCESSING		
			SCORE	
			BAMS	**US Bank**
Pass / Fail	Financial	Financial Information Provided	Pass	Pass
		Annual Reports and Audited Financial Statements	Pass	Pass
		Audit of Operations (SAS-70 or Equivalent)	Pass	Pass
		Explanation of Legal Action Last 2 Years	Pass	Pass
		Explanation of Liens or Encumbrances	Pass	Pass
Pass / Fail	References	References Provided	Pass	Pass
		Reference Checks	Pass	Pass
Pass / Fail	Company Profile	Company Profile Provided	Pass	Pass
		Overview/Background Appropriate	Pass	Pass
		Thorough Background in the Industry	Pass	Pass
		Account Team Structure and Qualifications	Pass	Pass
		MERCHANT PAYMENT PROCESSING		
			SCORE	
			BAMS	**US Bank**
Pass / Fail	Minimum Qualifications	Response to Minimum Requirements Provided	Pass	Pass
		At a minimum the Vendor must be able to process, Visa, MasterCard, Discover, American Express, Stored Value Card and Debit Cards	Pass	Pass
		The Vendor must have a thorough background in the industry and have supplied simila services with in the last ten (10) years to a minimum of five (5) customers of similar transaction volume size as the State. Vendor must include company names, processing volumes and a description of services provided	Pass	Pass
		The Vendor must have within the last ten (10) years a minimum of three (3) years relevant experience providing services to government entities of similar transaction volume size. The Vendor must include entity's name, processing volume, and a description of services provided.	Pass	Pass
		The Vendor must assign a dedicated relationship manager and dedicated account or customer service representative to the State as single points of contact to the Vendor.	Pass	Pass
		Vendors submitting a Proposal or subcontracted Vendor must be a level one certified according to Payment Card Industry Data Security Standards (PCI DSS) at the time of Proposal and listed on Visa's Global Registry of Service Providers. The Vendor must provide a certificate of compliance.	Pass	Pass
		The Vendor must follow all payment brand rules.	Pass	Pass

Overall Scores of Evaluation Committee

			Bank of America Merchant Svs (BAMS)	US Bank
FINAL SELECTION				
		MERCHANT PAYMENT PROCESSING		
			BAMS	US Bank
125	Pricing	TOTAL	123.88	71.01
		Processing Fees (50)	50	35.52
		eCheck Processing (10)	10	6.08
		New Technology (45)	45	15.73
		Other Fees (15)	13.88	13.67
		Replacement of Stored Value Card Inventory (5)	5	0

Use the below score ranges to rate the Vendor Questionnaire and Technical Qualifications

	Score Range	Definition
OUTSTANDING	25-30	An outstanding score reflects the fact that the proposer meets and exceeds the states expectation on most services and requirements
EXCELLENT	19-24	An excellent score is indicative of the fact that the proposer meets and exceeds the states expectation on some se
GOOD	13-18	A good score indicates the fact that the proposer meets the states expectation on services and requirements
FAIR	7-12	A fair score reveals the fact that the proposer does not fully meet the states expectations on services and requirements
POOR	1-6	A poor score reflects the proposer does not meet the states expectations for services and requirements

			BAMS	US Bank
30	Questionnaire	TOTAL	21.71	15.71
		Review Each Questions Response and Provide an Overall Score.	21.71	15.71
30	Technical Qualifications	TOTAL	22.67	12.17
		Review each responses to the scope of work sections and provide an overall score.	22.67	12.17
185	Calculation	Total Score	168.26	98.89

Evaluation Committees Scores - Merchant Card Processing

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

Pricing Summary Sheet

Vendor	Total Processing Fees	eCheck Verification	eCheck Warrenty	Point-to Point E	Tokenization	EMV Chip Processing	Mobile Wireless Access	Mobile App Setup and Monthly Access (Smart Phone)
BAMS	$ 198,127.88	$ 7,714.50	$ 6,495.61	$ 0.025	0.025	$ -	$ 15.00	$ 307.83
US BANK	$ 278,865.85	$ 11,417.46	$ 12,019.19	$ 0.080	0.080	$ -	$ 19.00	$ 319.00

Vendor	Mobile App Fee Per Transaction (Smart Phone)	Voice Authorization	Leased line Charges	Chargebacks	Replacement Stored Value
BAMS	$ -	$ 0.55	$ 579.30	$ 5.00	$ -
US BANK	$ 0.045	$ 0.75	$ 450.00	$ 5.00	$ 59,696.75

Highlighted Fees are the lowest for all Prosals and will be used to calculate points for all proposals for that fee.

BANK OF AMERICA MERCHANT SERVICES - OPTION 1 -PRICING

Processing Fees (50 Points)

Credit Card Processing

	High Speed Transmission Pricing Card Present	High Speed Transmission Pricing card Not Present	Dial Pricing card Present	Dial Pricing card Not Present	Gateway / Internet Card not Present	Average Fee Per card Type (Step 1)	Transaction Count per Card Type Outline in Section 1.1.4	Total Estimate Fee per Card Type (Step 2)
MASTERCARD	0.025	0.025	0.025	0.025	0.035	0.027	1,050,336	$ 28,359.07
VISA	0.025	0.025	0.025	0.025	0.035	0.027	2,013,092	$ 54,353.48
Discover	0.05	0.05	0.05	0.05	0.035	0.047	194,453	$ 9,139.29
AMERICAN EXPRESS	0.05	0.05	0.05	0.05	0.035	0.047	468,143	$ 22,002.72
Credit Card Total (Step 3)							3,726,024	$ 113,854.57

Stored Value Card Pricing

Credit Card Type	Fee Per Transaction	FY12 Total Transactions as detailed in Section 1.1.4	Total Estimate Fee (Step 1)
Stored Value Card	0.012	57,359	$ 688.31

Debit Card Processing

Credit Card Type	Frame Relay	Dial Pricing	Gateway / Internet	Average per Card type (Step 1)	FY12 Total Transactions as detailed in Section 1.1.4	Total Estimated Fees (Step 2)
ACCEL	0.035	0.035		0.035	136,919	$ 4,792.17
AFFN	0.035	0.035		0.035	12860	$ 450.10
ALASKA	0.035	0.035		0.035	316	$ 11.06
CREDIT UNION	0.035	0.035		0.035	174	$ 6.09
INTERLINK	0.035	0.035		0.035	207,630	$ 7,267.05
JEANIE	0.035	0.035		0.035	296	$ 10.36
MAESTRO	0.035	0.035		0.035	446,997	$ 15,644.90
NYCE	0.035	0.035		0.035	1,003,117	$ 35,109.10
PULSE	0.035	0.035		0.035	395,212	$ 13,832.42
SHAZAM	0.035	0.035		0.035	4	$ 0.14
STAR	0.035	0.035		0.035	184,618	$ 6,461.63
TOTAL DEBIT CARDS (Step 3)					2,388,143	$ 83,585.01

Calculate Total Points

Y) Total Possible Points	50

X)Total Estimated Annual Processing fee (Step 1)	$ 198,127.88	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 198,127.88	A) Awarded Points	50

Note: Step 3 Equation: (L/X)*Y=A, X = Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Points, Y = Total Possible Points

eCheck Processing (10 Points)

Transaction Type	Fixed Fee per Transaction	Percent per Transaction	Estimated Transaction Count	Estimated Annual Processing Fee
eCheck -Verification Only				Step 1)

BANK OF AMERICA MERCHANT SERVICES - OPTION 1 -PRICING

Processing Fee	0.25	[redacted]	30,858	7714.5
Total of Verification Only (Step 1)				$ 7,714.50
eCheck Guarantee / Warranty	[illegible]	[illegible]	[illegible]	Step 2 & 3 [illegible]
Guarantee / Warranty Fee (Step 2)	[redacted]	1.05%	30,858	$ 324.01
Processing Fee (Step 3)	0.20	[redacted]	30,858	$ 6,171.60
Total of eCheck Warranty	[illegible]	[illegible]	[illegible]	$ 6,495.61

Calculate Total Points

Note: Step 3 Equation: (L/X)*Y=A, X = Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Points, Y = Total Possible Points

eCheck Verification Only

Y) Total Possible Points [illegible]	$				
X) Verification Total Estimated Annual Processing Fee [illegible]	$ 7,714.50	L) Lowest Total Calculated Fee for all Responsive Proposal [illegible]	$ 7,714.50	A) Awarded Points [illegible]	$

eCheck Warranty

Y) Total Possible Points [illegible]	$				
X) Verification Total Estimated Annual Processing Fee [illegible]	$ 6,495.61	L) Lowest Total Calculated Fee for all Responsive Proposal [illegible]	$ 6,495.61	A) Awarded Points [illegible]	$
				eCheck Total Awarded Points [illegible]	10

New Technology (45)

Technology [illegible]	One Time Setup Fee [illegible]	Fee Per Transaction [illegible]	Monthly [illegible]
Point-to Point Encryption	[illegible]	0.025	[illegible]
Tokenization	[illegible]	0.025	[illegible]
EMV Chip Processing	[illegible]	0	[illegible]
Mobile Solutions			
1. Mobile Wireless Terminal / Wi-Fi Monthly Access	[illegible]	[illegible]	$ 15.00
2. Mobile Application (for Smart Phone)	$ 19.95	0	$ 23.99

Calculate Total Points

Note: Step 3 Equation: (L/X)*Y=A, X = Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Points, Y = Total Possible Points

Point-to Point Encryption

Y) Total Possible Points [illegible]	15

BANK OF AMERICA MERCHANT SERVICES - OPTION 1 -PRICING

x) Fee Per Transaction	$ 0.025	L) Lowest Total Calculated Fee for all Responsive Proposal	0.025	A) Awarded Points	15

Tokenization

Y) Total Possible Points	15

x) Fee Per Transaction	0.025	L) Lowest Total Calculated Fee for all Responsive Proposal	0.025	A) Awarded Points	15

EMV Chip Processing

Y) Total Possible Points	5

X) Fee Per Transaction	$ -	L) Lowest Total Calculated Fee for all Responsive Proposal	$ -	A) Awarded Points	5

Mobile Solutions (10 Points)

Mobile Terminal - Wi-Fi Monthly Access

Y) Total Possible Points	5

x) Wi-Fi Monthly Access	$ 15.00	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 15.00	A) Awarded Points	5

Mobile Application (For Smart phone)

Total Annual Monthly Fee (Fee 12)	$ 287.88
One Time Set up Fee	$ 19.95
Total Annual Fee and Set up Fee	$ 307.83

Y) Total Possible Points	2.5

x) Total Annual Fee and Setup Fee	$ 307.83	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 307.83	A) Awarded Points	2.5

Y) Total Possible Points	2.5

x) Fee Per Transaction	$ -	L) Lowest Total Calculated Fee for all Responsive Proposal	$ -	A) Awarded Points	2.5

BANK OF AMERICA MERCHANT SERVICES - OPTION 1 -PRICING

Total Points For Mobile Application (Smart Phone)	5
Total Points Mobile Solutions	10
Total Points for New Technology	45

Other Fees (15 Points)

Fee type	Fee Per Transaction $	Monthly
Voice Authorization Fees	0.55	
Leased Line Charges		$ 579.30
Chargeback's	$ 5.00	

Calculate Total Points

Note: Step 3 Equation: (L/X)*Y=A, X = Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Points, Y = Total Possible Points

Voice Authorization Fees

Y) Total Possible Points	5				
x) Voice Authorization Fees - Fee Per Transaction	$ 0.55	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 0.55	A) Awarded Points	5

Leased Line Charges

Y) Total Possible Points	5				
x) Leased Line Charges - Monthly	$ 579.30	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 450.00	A) Awarded Points	3.88

Chargeback's

Y) Total Possible Points	5				
x) Chargeback's - Fee Per Transaction	$ 5.00	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 5.00	A) Awarded Points	5

BANK OF AMERICA MERCHANT SERVICES - OPTION 1 -PRICING

Other Fees Total Awarded Points	13.88

Replacement of Stored Value Card Inventory (5 Points)

Credit Card Type	Estimated Card Inventory as of 9/16/2012	Fee Per Card	Total fee to replace all cards
Stored Value Card	553,260	0	$ -

Calculate Total Points

Note: Step 3 Equation: (L/X)*Y=A, X = Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Points, Y = Total Possible Points

Y) Total Possible Points	5

x) Fee Per Transaction	$ -

L) Lowest Total Calculated Fee for all Responsive Proposal	$ -

A) Awarded Points	5

Total of all Points Awarded	123.88

US BANK - OPTION 1 -PRICING

Processing Fees (50 Points)

Credit Card Processing

	High Speed Transmission Pricing Card Present	High Speed Transmission Pricing card Not Present	Dial Pricing card Present	Dial Pricing card Not Present	Gateway / Internet Card not Present	Average Fee Per card Type (Step 1)	Transaction Count per Card Type Outline in Section 1.1.4	Total Estimate Fee per Card Type (Step 2)
MASTERCARD	0.045	0.045	0.045	0.045	0.045	0.045	1,050,336	$ 47,265.12
VISA	0.045	0.045	0.045	0.045	0.045	0.045	2,013,092	$ 90,589.14
Discover	0.045	0.045	0.045	0.045	0.045	0.045	194,453	$ 8,750.39
AMERICAN EXPRESS	0.045	0.045	0.045	0.045	0.045	0.045	468,143	$ 21,066.44
Credit Card Total (Step 3)							3,726,024	$ 167,671.08

Stored Value Card Pricing

Credit Card Type	Fee Per Transaction	FY12 Total Transactions as detailed in Section 1.1.4	Total Estimate Fee (Step 1)
Stored Value Card	0.065	57,359	$ 3,728.34

Debit Card Processing

Credit Card Type	Frame Relay	Dial Pricing	Gateway / Internet	Average per Card type (Step 1)	FY12 Total Transactions as detailed in Section 1.1.4	Total Estimated Fees (Step 2)
ACCEL	0.045	0.045	0.045	0.045	136,919	$ 6,161.36
AFFN	0.045	0.045	0.045	0.045	12860	$ 578.70
ALASKA	0.045	0.045	0.045	0.045	316	$ 14.22
CREDIT UNION	0.045	0.045	0.045	0.045	174	$ 7.83
INTERLINK	0.045	0.045	0.045	0.045	207,630	$ 9,343.35
JEANIE	0.045	0.045	0.045	0.045	296	$ 13.32
MAESTRO	0.045	0.045	0.045	0.045	446,997	$ 20,114.87
NYCE	0.045	0.045	0.045	0.045	1,003,117	$ 45,140.27
PULSE	0.045	0.045	0.045	0.045	395,212	$ 17,784.54
SHAZAM	0.045	0.045	0.045	0.045	4	$ 0.18
STAR	0.045	0.045	0.045	0.045	184,618	$ 8,307.81
TOTAL DEBIT CARDS (Step 3)					2,388,143	$ 107,456.44

Calculate Total Points

Y) Total Possible Points	50

X)Total Estimated Annual Processing fee (Step 3)	$ 278,865.85	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 198,127.88	A) Awarded Points	35.52

Note: Step 3 Equation: (L/X)*Y=A, X = Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Points, Y = Total Possible Points

eCheck Processing (10 Points)

Transaction Type	Fixed Fee per Transaction	Percent per Transaction	Estimated Transaction Count	Estimated Annual Processing Fee
eCheck-Verification Only				Step 1

US BANK - OPTION 1 -PRICING

Processing Fee	0.37	[redacted]	30,858	11417.46
Total of Verification Only (Step 1)				$ 11,417.46
eCheck Guarantee / Warranty				Step 2 & 3
Guarantee / Warranty Fee (Step 2)	[redacted]	1.95%	30,858	$ 601.73
Processing Fee (Step 3)	0.37	[redacted]	30,858	$ 11,417.46
Total of eCheck Warranty				$ 12,019.19

Calculate Total Points

Note: Step 3 Equation: (L/X)*Y=A, X = Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Points, Y = Total Possible Points

eCheck Verification Only

Y) Total Possible Points	5

x) Verification Total Estimated Annual Processing Fee	$ 11,417.46	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 7,714.50	A) Awarded Points	3.38

eCheck Warranty

Y) Total Possible Points	5

x) Verification Total Estimated Annual Processing Fee	$ 12,019.19	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 6,495.61	A) Awarded Points	2.70

eCheck Total Awarded Points	6.08

New Technology (45)

Technology	One Time Setup Fee	Fee Per Transaction	Monthly
Point-to Point Encryption	[redacted]	0.08	[redacted]
Tokenization	[redacted]	0.08	[redacted]
EMV Chip Processing	[redacted]		[redacted]
Mobile Solutions			
1. Mobile Wireless Terminal / Wi-Fi Monthly Access	[redacted]	[redacted]	$ 19.00
2. Mobile Application (for Smart Phone)	$ 199.00	0.045	$ 10.00

Calculate Total Points

Note: Step 3 Equation: (L/X)*Y=A, X = Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Points, Y = Total Possible Points

Point-to Point Encryption

Y) Total Possible Points	15

US BANK - OPTION 1 -PRICING

x) Fee Per Transaction	$ 0.08	L) Lowest Total Calculated Fee for all Responsive Proposal	0.025	A) Awarded Points	4.69

Tokenization

Y) Total Possible Points	15				
x) Fee Per Transaction	0.080	L) Lowest Total Calculated Fee for all Responsive Proposal	0.025	A) Awarded Points	4.69

EMV Chip Processing

Y) Total Possible Points	5				
X) Fee Per Transaction	TBD	L) Lowest Total Calculated Fee for all Responsive Proposal	$ -	A) Awarded Points	0

Mobile Solutions (10 Points)

Mobile Terminal - Wi-Fi Monthly Access

Y) Total Possible Points	5				
x) Wi-Fi Monthly Access	$ 19.00	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 15.00	A) Awarded Points	3.95

Mobile Application (For Smart phone)

Total Annual Monthly Fee (Fee * 12)	$ 120.00
One Time Set up Fee	$ 199.00
Total Annual Fee and Set up Fee	$ 319.00

Y) Total Possible Points	2.5				
x) Total Annual Fee and Setup Fee	$ 319.00	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 307.83	A) Awarded Points	2.41
Y) Total Possible Points	2.5				
x) Fee Per Transaction	$ 0.05	L) Lowest Total Calculated Fee for all Responsive Proposal	$ -	A) Awarded Points	0

US BANK - OPTION 1 -PRICING

Total Points For Mobile Application (Smart Phone)	2.41
Total Points Mobile Solutions	6.36
Total Points for New Technology	15.73

Other Fees (15 Points)

Fee type	Fee Per Transaction	Monthly
Voice Authorization Fees	0.75	
Leased Line Charges		$ 450.00
Chargeback's	$ 5.00	

Calculate Total Points

Note: Step 3 Equation: (L/X)*Y=A, X = Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Points, Y = Total Possible Points

Voice Authorization Fees

Y) Total Possible Points	5				
x) Voice Authorization Fees - Fee Per Transaction	$ 0.75	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 0.55	A) Awarded Points	3.67

Leased Line Charges

Y) Total Possible Points	5				
x) Leased Line Charges - Monthly	$ 450.00	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 450.00	A) Awarded Points	5

Chargeback's

Y) Total Possible Points	5				
x) Chargeback's - Fee Per Transaction	$ 5.00	L) Lowest Total Calculated Fee for all Responsive Proposal	$ 5.00	A) Awarded Points	5

US BANK - OPTION 1 -PRICING

Other Fees Total Awarded Points	13.67

Replacement of Stored Value Card Inventory (5 Points)

Credit Card Type	Estimated Card Inventory as of 9/15/2012	Fee Per Card	Total fee to replace all cards
Stored Value Card	553,260	0.1079	$ 59,696.75

Calculate Total Points

Note: Step 3 Equation: (L/X)*Y=A, X = Total Calculated Fee, L = Lowest Total Calculated fee of all responsive proposals, A = Awarded Points, Y = Total Possible Points

Y) Total Possible Points	5

X) Fee Per Transaction	$ 59,696.75

L) Lowest Total Calculated Fee for all Responsive Proposal	$ -

A) Awarded Points	0

Total Points Awarded	71.01

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

CONTRACT AGREEMENT

P-37

Subject: Agreement for Merchant Card Processing Services

AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Bank of America Merchant Services		1.4 Contractor Address See Section 17 Exhibit C	
1.5 Contractor Phone 502-315-2025	1.6 Account Number N/A	1.7 Completion Date 6/30/2018	1.8 Price Limitation $25,000,000.00
1.9 Contracting Officer for State Agency Rudolph Ogden		1.10 State Agency Telephone Number 603 271 3235	
1.11 Contractor Signature Ed Sylver		1.12 Name and Title of Contractor Signatory Ed Sylver, SVP	

1.13 Acknowledgement: State of , County of

On September 4, 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Norberta Fuentes

(Seal)

1.13.2 Name and Title of Notary Public or Justice of the Peace

Norberta Fuentes
Notary Public
Mecklenburg County
North Carolina
My Commission Expires 3/5/2018

1.14 State Agency Signature Linda M. Hodgdon	1.15 Name and Title of State Agency Signatory Linda M. Hodgdon, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

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

By: N.K. Brown, SMAL	On: 9/10/03
1.18 Approval by the Governor and Executive Council	
By:	On:

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

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

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.
irregular Card sales by CUSTOMER, excessive Chargebacks (in excess of 1.0%of transaction or dollar volume) ; or thirty (30) days' and concurrent cure period

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

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

Exhibit A - Statement Of Work

DEFINITIONS.

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

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

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

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

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1. CONTRACT

1.1 Contract Documents.

This Contract consists of the following Contract Documents:

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

1.2 Order of Precedence

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

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

1.3 Non-Exclusive Contract

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

1.4 Not to Exceed Contract

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

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

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

2. CONTRACT TERM/COMMENCEMENT OF WORK

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

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

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

3. SERVICES

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

4. COMPENSATION

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

5. CONTRACT MANAGEMENT

5.2 Contractor Point Of Contact

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

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

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

5.2.3 The Contractor Point of Contact is:

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

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

5.3 State Contract Manager

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

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

rudolph.ogden@nh.gov

5.4 Dispute Resolution

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

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

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

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

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Exhibit A-1 Services

1. GENERAL PROCESSING REQUIREMENTS

CREDIT CARDS, DEBIT CARDS AND STORED VALUE CARD

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

Discover and American Express

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

Security

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

Settlement

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

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

Settlement Transmission

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

Duplicate Settlements

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

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

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

Credit Card Deposit

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

Deposit Processing Liability

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

Reconciliation of Receipts

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

Representation

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

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

Reconciliation of Receipts.

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

2. REPORTING REQUIREMENTS

System Requirements

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

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

At a minimum, the Contractor shall provide the following:

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

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

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

- *Results Returned:*
  - → Transaction Detail based upon the authorization code

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

- Customized reports as specified and agreed to by the Agency and Contractor

Stored Value Card Reporting

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

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

HL0901-Value Link Gift Card Transaction Detail
HL0902-Value Link Gift Card Trans by Category
HL0903-Value Link Gift Card Declined Transactions
HL0905-Value Link Gift Card Summary

HL0906-Value Link Gift Card Liability Report
HL0907-Value Link Gift Card Activation Summary
HL0908- Concord-Value Link Gift Card Summary
HL0910-Value Link Gift Card Exceptions
HL0916-Value Link Gift Card Liability Summary
HL0926-Location Value Link Gift Card Liability Report
HL0951-First Data Gift Card Summary Report
HL2001-Daily Gift Card Report
HL2002-Monthly Gift Card Report
HL2003-Promo Summary Monthly
HL2004-Promo Summary Monthly
HL2022-Gift Card Analysis by Location

Online Chargeback Reporting

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

Monthly Statement

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

Data Export

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

3. FUNCTIONAL REQUIREMENTS AND CAPABILITIES

Access Methods

Communications

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

The State requires 98% authorization system availability or better.

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

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

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

Interfaces

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

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

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

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

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

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

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

Processing Methods

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

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

Internet Processing and Electronic Files

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

Processing Equipment

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

Other Services

- **Point-to-point Encryption (P2PE)**
  The Contractor shall have the capability to provide Point-to-point Encryption services. Said services shall be available upon the request of the State, and shall be implemented according to a mutually agreed upon schedule. The fees for these services shall be according to the rate schedule(s) set forth within Exhibit B.

- **Tokenization Technology**
  The Contractor shall have the capability to provide Tokenization services. Said services shall be available upon the request of the State, and shall be implemented according to a mutually agreed upon schedule. The fees for these services shall be according to the rate schedule(s) set forth within Exhibit B.

- **EMV Chip technology**
  The Contractor shall have the capability to provide EMV Chip processing services, inclusive of the ability to purchase terminals with EMV Chip technology. Said services shall be available upon the request of the State, and shall be implemented according to a mutually agreed upon schedule. The fees for these services shall be according to the rate schedule(s) set forth within Exhibit B.

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

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

Stored Value Cards

1. Contractor shall be able to process existing Bin ranges and number scheme.

2. Contractor shall work with the State and the current Contractor to move all outstanding stored value information from the current system to the new system and honor it;

3. The estimated 553,260 stored value cards in the Liquor Commission's current inventory that have yet to be activated shall be utilized by Contractor who will exhaust the current inventory and then any new orders shall be placed by Contractor.

4. Contractor shall be able to work with the State and State's business partners for special gift card promotions.

MERCHANT ACCOUNTS AND HIERARCHY

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

Corporate Merchant ID: State of New Hampshire – All Chain Merchant IDs fall under this Corporate Merchant ID.
Chain Merchant ID: A State Agency's main Merchant ID – All outlet or merchant locations IDs for the Agency fall under this chain merchant ID. Generally an Agency shall have one of these.
Merchant: Each outlet (Merchant location) usually has its own merchant number under the Agency's chain merchant ID. Generally an Agency shall have one or more of these merchant IDs.

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

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

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

Merchant Card Services.

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

Numeric Structure and File Formats

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

Separate Merchant Numbers

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

Compliance

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

Commitment

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

REPORTING REQUIREMENTS

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

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

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

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

5. CUSTOMER SUPPORT SERVICES

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

Account Management

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

Setup and Training

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

Updates of credit card association requirements

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

Ongoing training and monitoring

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

Semi-annual business review meeting

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

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

STATE OF NEW HAMPSHIRE'S DEDICATED MERCHANT CARD SERVICES

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

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

TRANSFER OF SERVICES AFTER TERM

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

6. AGENCY SPECIFIC REQUIREMENTS

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

Agency Software, System or Equipment Replacement or Upgrades

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

7. SUPPLIES

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

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EXHIBIT A-2 AGENCY IDENTIFICATION TABLE

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

TABLE 1

DBA Name	DBA Street	DBA City	DBA State	DBA ZIP	Level
STATE OF NEW HAMPSHIRE	25 CAPITOL STREET, RM 212	CONCORD	NH	03301	CORPORATE LEVEL
Liquor Commission Merchant Locations					
NH LIQUOR COMM #99	50 STORRS ST.	CONCORD	NH	03301	MERCHANT LEVEL
NH LIQUOR STORE #01	80 STORRS ST. AMES PLAZA	CONCORD	NH	03302	MERCHANT LEVEL
NH LIQUOR STORE #02	913 GULF ROAD	WEST CHESTERFIELD	NH	03466	MERCHANT LEVEL
NH LIQUOR STORE #03	1 AIRPORT ROAD, STE #205	MANCHESTER	NH	03103	MERCHANT LEVEL
NH LIQUOR STORE #04	1271 HOOKSETT RD	HOOKSETT	NH	03106	MERCHANT LEVEL
NH LIQUOR STORE #05	17 PLEASANT ST.	BERLIN	NH	03570	MERCHANT LEVEL
NH LIQUOR STORE #06	800 ISLINGTON STREET	PORTSMOUTH	NH	03801	MERCHANT LEVEL
NH LIQUOR STORE #07	568 MEADOW STREET	LITTLETON	NH	03561	MERCHANT LEVEL
NH LIQUOR STORE #08	345 WASHINGTN ST RTE103	CLAREMONT	NH	03743	MERCHANT LEVEL
NH LIQUOR STORE #09	47 CHESTNUT STREET	DOVER	NH	03820	MERCHANT LEVEL
NH LIQUOR STORE #10	309 LINCOLN ST STE 309	MANCHESTER	NH	11111	MERCHANT LEVEL
NH LIQUOR STORE #11	12 CENTERRA PARKWAY	LEBANON	NH	03766	MERCHANT LEVEL
NH LIQUOR STORE #12	RT 15 B SENTERS MP U 1	CENTER HARBOR	NH	03226	MERCHANT LEVEL
NH LIQUOR STORE #13	5 SOMERSWORTH PLAZA	SOMERSWORTH	NH	03878	MERCHANT LEVEL
NH LIQUOR STORE #14	LILAC MALL ROUTE 125	ROCHESTER	NH	03867	MERCHANT LEVEL
NH LIQUOR STORE #15	29 RALSTON ROAD	KEENE	NH	03431	MERCHANT LEVEL
NH LIQUOR STORE #16	1 FOREST ST.	WOODSVILLE	NH	03785	MERCHANT LEVEL
NH LIQUOR STORE #17	880 CENTRAL ST	FRANKLIN	NH	03235	MERCHANT LEVEL
NH LIQUOR STORE #18	151 MAIN STREET	COLEBROOK	NH	03576	MERCHANT LEVEL

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NH LIQUOR STORE #19	25 TENNEY MT HWY	PLYMOUTH	NH	03264	MERCHANT LEVEL
NH LIQUOR STORE #20	35 MANCHESTER RD STE 5	DERRY	NH	030383 062	MERCHANT LEVEL
NH LIQUOR STORE #21	ONE JAFFREY RTE202 STE1	PETERBOROUGH	NH	03458	MERCHANT LEVEL
NH LIQUOR STORE #22	44A ROUTE 13	BROOKLINE	NH	03033	MERCHANT LEVEL
NH LIQUOR STORE #23	234 WHITE MNTN HWY #9	CONWAY	NH	03818	MERCHANT LEVEL
NH LIQUOR STORE #24	52 JOHN STARK HWY.	NEWPORT	NH	03773	MERCHANT LEVEL
NH LIQUOR STORE #25	KINGS HWY PLZA KINGS HWY	STRATHAM	NH	03833	MERCHANT LEVEL
NH LIQUOR STORE #26	PO BOX 42 ROUTE 3	GROVETON	NH	03582	MERCHANT LEVEL
NH LIQUOR STORE #27	300 MAIN STREET	NASHUA	NH	03060	MERCHANT LEVEL
NH LIQUOR STORE #28	RTE 1A OCEAN BLVD	SEABROOK	NH	03874	MERCHANT LEVEL
NH LIQUOR STORE #29	100 LANCASTER ROAD	WHITEFIELD	NH	03598	MERCHANT LEVEL
NH LIQUOR STORE #30	189 ELM STREET RTE 101 W	MILFORD	NH	03055	MERCHANT LEVEL
NH LIQUOR STORE #31	885 HANOVER STREET	MANCHESTER	NH	03104	MERCHANT LEVEL
NH LIQUOR STORE #32	40 NORTHWEST BLVD.	NASHUA	NH	03063	MERCHANT LEVEL
NH LIQUOR STORE #33	31 HAMEL DRIVE	MANCHESTER	NH	03104	MERCHANT LEVEL
NH LIQUOR STORE #34	417 SOUTH BROADWAY	SALEM	NH	03079	MERCHANT LEVEL
NH LIQUOR STORE #35	HILLSBORO CNTR PO BX 163	HILLSBORO	NH	03244	MERCHANT LEVEL
NH LIQUOR STORE #36	80 PETERBOROUGH ST.	JAFFREY	NH	03452	MERCHANT LEVEL
NH LIQUOR STORE #37	199A MAIN ST.	LANCASTER	NH	03584	MERCHANT LEVEL
NH LIQUOR STORE #38	605 US HWY 1 BYPASS	PORTSMOUTH	NH	03801	MERCHANT LEVEL
NH LIQUOR STORE #39	35 CENTER STREET	WOLFEBORO FALLS	NH	03896	MERCHANT LEVEL
NH LIQUOR STORE #40	32 AMES PLAZA LANE	WALPOLE	NH	03608	MERCHANT LEVEL
NH LIQUOR STORE #41	LAFAYETTE BLVD PO BX 236	SEABROOK	NH	03874	MERCHANT LEVEL
NH LIQUOR STORE #42	71 ROUTE 104 OLD PRV	MEREDITH	NH	03253	MERCHANT LEVEL
NH LIQUOR STORE #43	ROUTE 11 TAPPAN STREET	FARMINGTON	NH	03835	MERCHANT LEVEL
NH LIQUOR STORE #44	20 LAKE STREET	BRISTOL	NH	03222	MERCHANT LEVEL
NH LIQUOR STORE #45	16 WATER STREET	PITTSFIELD	NH	03263	MERCHANT LEVEL
NH LIQUOR STORE #46	46 NORTH MAIN STREET	ASHLAND	NH	03217	MERCHANT LEVEL
NH LIQUOR STORE #47	NO. WOODSTOCK PLZ BOX 11	NORTH WOODSTOCK	NH	03262	MERCHANT LEVEL
NH LIQUOR STORE #48	ROUTE 119 BOX 114	HINSDALE	NH	03451	MERCHANT LEVEL
NH LIQUOR STORE #49	32 PLAISTOW RD # 2A	PLAISTOW	NH	038652 804	MERCHANT LEVEL

NH LIQUOR STORE #50	S GATE MALL 269 DW HWY	NASHUA	NH	03060	MERCHANT LEVEL
NH LIQUOR STORE #51	ROUTE 38 PO BOX 10	PELHAM	NH	03076	MERCHANT LEVEL
NH LIQUOR STORE #52	159 MAIN STREET	GORHAM	NH	03581	MERCHANT LEVEL
NH LIQUOR STORE #53	212 LOWELL RD	HUDSON	NH	03051	MERCHANT LEVEL
NH LIQUOR STORE #54	SHOPADE CTR PO BOX 166	GLEN	NH	03838	MERCHANT LEVEL
NH LIQUOR STORE #55	BEDFORD GROVE PLAZA COLB	BEDFORD	NH	03102	MERCHANT LEVEL
NH LIQUOR STORE #56	9 LAKE SHORE DR UNIT #1	GILFORD	NH	03249	MERCHANT LEVEL
NH LIQUOR STORE #57	240 RTE 16B	CENTER OSSIPEE	NH	03814	MERCHANT LEVEL
NH LIQUOR STORE #58	605 MAST ROAD	GOFFSTOWN	NH	03102	MERCHANT LEVEL
NH LIQUOR STORE #59	356 DW HIGHWAY	MERRIMACK	NH	11111	MERCHANT LEVEL
NH LIQUOR STORE #60	10 BENNING DRIVE 12A	WEST LEBANON	NH	03784	MERCHANT LEVEL
NH LIQUOR STORE #61	ROUTE 12 & 119 PO BX 111	FITZWILLIAM	NH	03447	MERCHANT LEVEL
NH LIQUOR STORE #62	ROUTE 27 RFD 2	RAYMOND	NH	03077	MERCHANT LEVEL
NH LIQUOR STORE #63	SUITE 1 30 WARWICK ROAD	WINCHESTER	NH	11111	MERCHANT LEVEL
NH LIQUOR STORE #64	ROUTE 11 PO BOX 464	NEW LONDON	NH	03257	MERCHANT LEVEL
NH LIQUOR STORE #65	25 VINTINNER ROAD	CAMPTON	NH	03223	MERCHANT LEVEL
NH LIQUOR STORE #66	I93 NORTH ROUTE 3A	HOOKSETT	NH	03106	MERCHANT LEVEL
NH LIQUOR STORE #67	I93 S 25 SPRINGER ROAD	HOOKSETT	NH	03106	MERCHANT LEVEL
NH LIQUOR STORE #68	LAFAYETTE RD VILLAGE CTR	NORTH HAMPTON	NH	03862	MERCHANT LEVEL
NH LIQUOR STORE #69	27 COLISEUM AVENUE	NASHUA	NH	03063	MERCHANT LEVEL
NH LIQUOR STORE #70	RTE 12 TROY RD	SWANZEY	NH	03431	MERCHANT LEVEL
NH LIQUOR STORE #71	90 CALEF HIGHWAY	LEE	NH	03824	MERCHANT LEVEL
NH LIQUOR STORE #72	100 FORT EDDY ROAD	CONCORD	NH	03301	MERCHANT LEVEL
NH LIQUOR STORE #73	I95 SOUTH PO BOX 1993	HAMPTON	NH	03843	MERCHANT LEVEL
NH LIQUOR STORE #74	34 NASHUA RD.	LONDONDERRY	NH	03053	MERCHANT LEVEL
NH LIQUOR STORE #75	15 OLD STATE ROAD UNIT 1	BELMONT	NH	03220	MERCHANT LEVEL
NH LIQUOR STORE #76	I95 NORTH PO BOX 2081	HAMPTON	NH	11111	MERCHANT LEVEL
NH LIQUOR STORE #77	360 STATE ROUTE 202	RINDGE	NH	03461	MERCHANT LEVEL
NH LIQUOR STORE #78	416 EMERSON AVE	HAMPSTEAD	NH	03841	MERCHANT LEVEL
NH LIQUOR STORE #98	25 STORRS ST	CONCORD	NH	03301	MERCHANT LEVEL
ST OF NH - LIQUOR COMMIS	25 CAPITOL STREET	CONCORD	NH	03301	CHAIN LEVEL

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Department of Safety Merchant Locations					
NH DOS DMV BERLIN	551 GORHAM ROAD	GORHAM	NH	03581	MERCHANT LEVEL
NH DOS DMV CLAREMONT	DMV OFFC MILL #1WATER ST	CLAREMONT	NH	03743	MERCHANT LEVEL
NH DOS DMV DOVER POINT	50 BOSTON HARBOR	NEWINGTON	NH	03801	MERCHANT LEVEL
NH DOS DMV EPPING	ROUTE 125	EPPING	NH	03042	MERCHANT LEVEL
NH DOS DMV KEENE	ROUTE 9	KEENE	NH	03431	MERCHANT LEVEL
NH DOS DMV MANCHESTER	377 SOUTH WILLOW ST.	MANCHESTER	NH	03103	MERCHANT LEVEL
NH DOS DMV MILFORD	4 MEADOW BROOK DR	MILFORD	NH	03055	MERCHANT LEVEL
NH DOS DMV NASHUA	110 BROAD ST	NASHUA	NH	03060	MERCHANT LEVEL
NH DOS DMV SALEM	33 GEREMONTY DR	SALEM	NH	03079	MERCHANT LEVEL
NH DOS DMV TAMWORTH	ROUTE 16	TAMWORTH	NH	03886	MERCHANT LEVEL
NH DOS DMV TWIN MTN	ROUTE 302	TWIN MOUNTAIN	NH	03595	MERCHANT LEVEL
NH DOS FR TICKETS 10	23 HAZEN DRIVE	CONCORD	NH	03867	MERCHANT LEVEL
NH DOS LEBANON SALVAGE	410 MIRACLE MILE EMS BLG	LEBANON	NH	03766	MERCHANT LEVEL
NH DOS MP GILFORD	31 DOCK RD	GILFORD	NH	03246	MERCHANT LEVEL
NH DOS ONLINE DRLIC RENE	23 HAZEN DR	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS ONLINE ELECTRIC	110 SMOKEY BEAR BLVD	CONCORD	NH	03301	MERCHANT LEVEL
NH DOS SP DOVER POINT	50 BOSTON HARBOR	DOVER	NH	03820	MERCHANT LEVEL
NH DOS SP KEENE	ROUTE 9	KEENE	NH	03431	MERCHANT LEVEL
NH DOS SP MANCHESTER	377 S WILLOW ST	MANCHESTER	NH	03103	MERCHANT LEVEL
NH DOS SP TAMWORTH	ROUTE 16	TAMWORTH	NH	03886	MERCHANT LEVEL
NH DOS SP TWIN MTN	ROUTE 302	TWIN MOUNTAIN	NH	03595	MERCHANT LEVEL
NH DOS STATE POLICE	33 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS TWIN MTNLICENSING	RT 302	TWIN MOUNTAIN	NH	03595	MERCHANT LEVEL
NH DOSBSNSS OFFICECON	10 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOSCONCRDMC RIDR	33 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOSF.R.CONCORD	23 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOS-FR INTERNET	23 HAZEN DR	CONCORD	NH	03305	MERCHANT LEVEL
NH DOSI.R.P.CONCORD	23 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOSLIC N HAVERHILL	RT 10 GRFTN CNTY CRT HSE	NORTH HAVERHILL	NH	03774	MERCHANT LEVEL
NH DOSLICCLAREMONT	DMV OFFC MILL #1WATER ST	CLAREMONT	NH	03743	MERCHANT LEVEL

NH DOSLICCOLEBROOK	TOWN HALL 10 BRIDE ST	COLEBROOK	NH	03576	MERCHANT LEVEL
NH DOSLICCONCORD	33 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH DOSLICEPPING	ROUTE 125	EPPING	NH	03042	MERCHANT LEVEL
NH DOSLICKEENE	ROUTE 9	KEENE	NH	03431	MERCHANT LEVEL
NH DOSLICLACONIA	BELLKNAP MALLROUTE 3	BELMONT	NH	03220	MERCHANT LEVEL
NH DOSLICLEBANON	ROUTE 4	LEBANON	NH	03766	MERCHANT LEVEL
NH DOSLICMANCHSTR	377 S. WILLOW STREET	MANCHESTER	NH	03103	MERCHANT LEVEL
NH DOSLICMERRIMACK	HARRIS POND OFFC PRKRT 3	MERRIMACK	NH	03054	MERCHANT LEVEL
NH DOSLICMILFORD	4 MEADOW BROOK DR	MILFORD	NH	03055	MERCHANT LEVEL
NH DOSLICSALEM	33 GEREMONTY DR	SALEM	NH	03079	MERCHANT LEVEL
NH DOSLICTAMWORTH	ROUTE 16	TAMWORTH	NH	03886	MERCHANT LEVEL
NH DOSMARINE PATROL	31 DOCK ROAD	GILFORD	NH	03249	MERCHANT LEVEL
NH DOSTITLECONCORD	10 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NH FIRE SAFETY	110 SMOKEY BEAR BLVD	CONCORD	NH	03305	MERCHANT LEVEL
NH FIRE STNDRDS - TRAINNG	98 SMOKEY BEAR BLVD	CONCORD	NH	03301	MERCHANT LEVEL
NH SOALICDOVER PNT	50 BOSTON HARBOR	NEWINGTON	NH	03801	MERCHANT LEVEL
NH-DEPARTMENT OF SAFETY	10 HAZEN DR.	CONCORD	NH	03305	CHAIN LEVEL
NHDOS CALL CTR CONCORD	23 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NHDOS CALL CTR TICKET 10	23 HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NHDOSREG CONCORD	23HAZEN DRIVE	CONCORD	NH	03305	MERCHANT LEVEL
NHDOSWINDHAMSCAL ESB	93 SOUTHBOUND	WINDHAM	NH	03087	MERCHANT LEVEL
Department of Agriculture Merchant Locations					
NH DEPT OF AGR MKTS-FOOD	PO BOX 2042	CONCORD	NH	03302	CHAIN LEVEL
NH DEPT OF AGR ONLINE	25 CAPITOL ST.	CONCORD	NH	03301	MERCHANT LEVEL
Department of Resources and Economic Development					
BEAR BROOK STATE PARK	157 Deerfield Road	Allenstown	NH	03275	MERCHANT LEVEL
CRAWFORD NOTCH STATE	2057 US RT. 302	HARTS LOCATION	NH	03812	MERCHANT LEVEL
DIV OF PARKS GILSON POND	585 Dublin Road	Jaffery	NH	03452	MERCHANT LEVEL
DRED HAMPTON METERS	180 Ocean Blvd	HAMPTON	NH	03871	MERCHANT LEVEL
DRED JERICHO STATE PARK	Jericho Lake Rd	Berlin	NH	03570	MERCHANT LEVEL
DRED/WALLIS SANDS STATE	900 Ocean Blvd	Rye	NH	03470	MERCHANT LEVEL
ECHO LAKE/CANNON	852 US RTE 3	Lincoln	NH	03251	MERCHANT

					LEVEL
ELLACOYA STATE PARK	280 Scenic Drive	Gilford	NH	03246	MERCHANT LEVEL
FROST FARM SITE	RT28	Derry	NH	03038	MERCHANT LEVEL
GREENFIELD STATE PARK	52 Campground Rd	Greenfield	NH	03047	MERCHANT LEVEL
HAMPTON PAVILION RETAIL	180 Ocean Blvd	Hampton	NH	03871	MERCHANT LEVEL
HAMPTON STATE PARK	2 Ocean Blvd	Hampton	NH	03871	MERCHANT LEVEL
HAMPTON-METERS	180 Ocean Blvd	Hampton	NH	03871	MERCHANT LEVEL
LAFAYETTE PLACE CAMPGROU	11 Franconia Notch	FRANCONIA	NH	03580	MERCHANT LEVEL
LAKE FRANCIS STATE PARK	439 River Road	Pittsburg	NH	03592	MERCHANT LEVEL
MONADNOCK STATE PARK	160 POOLE ROAD	JAFFREY	NH	03452	MERCHANT LEVEL
MT WASHINGTON STATE PARK	PO BOX D	Gorham	NH	03302	MERCHANT LEVEL
NH DEPT OF PARKS & REC	172 PEMBROKE RD	CONCORD	NH	03302	CHAIN LEVEL
NH DRED NAT HERITAGE B	172 PEMBROKE RD	CONCORD	NH	03302	MERCHANT LEVEL
NH FORESTRY-DEPT RES &	172 PEMBROKE RD	CONCORD	NH	03302	MERCHANT LEVEL
NH STATE PARKS HQ	172 PEMBROKE RD	CONCORD	NH	03302	MERCHANT LEVEL
PAWTUCKAWAY STATE PARK	128 Mountain Rd	Nottingham	NH	03290	MERCHANT LEVEL
SUNAPEE BEACH STATE PK	1460 RTE 103	Newbury	NH	03255	MERCHANT LEVEL
UMBAGOG STATE PARK	Upton Rd (RT 26)	Errol	NH	03579	MERCHANT LEVEL
WEEKS HISTORIC SITE	Off RTE 3	Lancaster	NH	03584	MERCHANT LEVEL
WENTWORTH MANSION SITE	375 Little Harbor RD	Portsmouth	NH	03038	MERCHANT LEVEL
WHITE LAKE STATE PARK	1632 White Mtn Hwy	TAMWORTH	NH	03890	MERCHANT LEVEL
Department of Environmental Services					
DEPT ENVIRONMENTAL SVCS	26 HAZEN DRIVE	CONCORD	NH	03301	CHAIN LEVEL
DES-PIP	29 HAZEN DRIVE	CONCORD	NH	03301	MERCHANT LEVEL
DES-RIMS	29 HAZEN DRIVE	CONCORD	NH	03301	MERCHANT LEVEL
Department of Fish & Game					
NH FISH & GAME DEPT.	11 HAZEN DRIVE	CONCORD	NH	03301	CHAIN LEVEL
NH FISH & GAME DPRTMNT	11 HAZEN DRIVE	CONCORD	NH	03301	MERCHANT LEVEL
Department of Corrections					
NH CORRECTIONAL INDUSTRI	312 NORTH STATE STREET	CONCORD	NH	03301	CHAIN LEVEL
NH CORRECTIONL INDSTRIES	312 NORTH STATE STREET	CONCORD	NH	03301	MERCHANT LEVEL
State House Visitor Center					

NH VISITORS CENTER	107 N. MAIN ST.RM 119	CONCORD	NH	03301	MERCHANT LEVEL
NH VISITORS CENTER	107 N MAIN ST, #119	CONCORD	NH	03305	CHAIN LEVEL
Administrative Office of the Courts					
10TH CIRC BRENTWOOD FD	10 ROUTE 125	BRENTWOOD	NH	03833	MERCHANT LEVEL
10TH CIRC CANDIA DIST	110 RAYMOND ROAD	CANDIA	NH	03034	MERCHANT LEVEL
10TH CIRC DERRY DISTRICT	10 COURTHOUSE LN	DERRY	NH	03038	MERCHANT LEVEL
10TH CIRC HAMPTON DIST	130 LEDGE RD	SEABROOK	NH	03874	MERCHANT LEVEL
10TH CIRC PLAISTOW DIST	14 ELM ST	PLAISTOW	NH	038652 207	MERCHANT LEVEL
10TH CIRC PORTSM DIST	111 PARROTT AVENUE	PORTSMOUTH	NH	03801	MERCHANT LEVEL
10TH CIRC PROBATE DIV	10 ROUTE 125	BRENTWOOD	NH	03833	MERCHANT LEVEL
10TH CIRC SALEM DIST	35 GEREMONTY DRIVE	SALEM	NH	03079	MERCHANT LEVEL
10TH CIRCUIT EXETER DIS	10 ROUTE 125	BRENTWOOD	NH	03833	MERCHANT LEVEL
1ST CIRC BERLIN DISTRIC	650 MAIN ST STE 100	BERLIN	NH	035702 471	MERCHANT LEVEL
1ST CIRC COLEBROOK DIST	C/O 55 SCHOOL ST STE 201	LANCASTER	NH	035840 000	MERCHANT LEVEL
1ST CIRC LANCASTER DIS	55 SCHOOL ST, STE 201	LANCASTER	NH	03584	MERCHANT LEVEL
1ST CIRC LANCASTER FD	55 SCHOOL STREET STE 201	LANCASTER	NH	03584	MERCHANT LEVEL
1ST CIRC PROBATE DIV	55 SCHOOL ST #104	LANCASTER	NH	03584	MERCHANT LEVEL
2ND CIRC HAVERHILL DIST	3785 DC HIGHWAY, BOX 10	NORTH HAVERHILL	NH	03774	MERCHANT LEVEL
2ND CIRC HAVERHILL FD	3785 DARTMOUTH COLLEGEH	NORTH HAVERHILL	NH	03774	MERCHANT LEVEL
2ND CIRC LEBANON DIST	38 CENTERRA PARKWAY	LEBANON	NH	03766	MERCHANT LEVEL
2ND CIRC LITTLETON DIST	134 MAIN STREET	LITTLETON	NH	03561	MERCHANT LEVEL
2ND CIRC PLYM FAMILY DI	26 GREEN ST	PLYMOUTH	NH	03264	MERCHANT LEVEL
2ND CIRC PLYMOUTH DIST	26 GREEN STREET	PLYMOUTH	NH	03264	MERCHANT LEVEL
2ND CIRC PROBATE DIV	3785DRTMOUTH COLEGEHWY#3	NORTH HAVERHILL	NH	03774	MERCHANT LEVEL
3RD CIRC CONWAY DIST	BOX 940	CONWAY	NH	03818	MERCHANT LEVEL
3RD CIRC OSSIPEE DIST	96 WATER VILLAGE RD #2	OSSIPEE	NH	03864	MERCHANT LEVEL
3RD CIRCUIT PROBATE DIV	96 WATER VILLAGE RD#1	OSSIPEE	NH	03864	MERCHANT LEVEL
4TH CIRC LACONIA	26 ACADEMY STREET	LACONIA	NH	03246	MERCHANT LEVEL
4TH CIRC PROBATE DIV	64 COURT ST	LACONIA	NH	03246	MERCHANT LEVEL
5TH CIRC CLAREMONT DIST	1 POLICE CT STE 2	CLAREMONT	NH	037433 629	MERCHANT LEVEL
5TH CIRC CLAREMONT FD	1 POLICE COURT SUITE 2	CLAREMONT	NH	03743	MERCHANT LEVEL
5TH CIRC NEWPORT DIST	55 MAIN STREET	NEWPORT	NH	03773	MERCHANT LEVEL

5TH CIRC NEWPORT FD	55 MAIN STREET #2	NEWPORT	NH	03772	MERCHANT LEVEL
5TH CIRC PROBATE DIV	14 MAIN ST	NEWPORT	NH	03773	MERCHANT LEVEL
6TH CIRC HENNIKER FD	41 LIBERTY HILL RD #2	HENNIKER	NH	03242	MERCHANT LEVEL
6TH CIRC HILLSBORO DIST	15 ANTRIM ROAD	HILLSBOROUGH	NH	03244	MERCHANT LEVEL
6TH CIRC HOOKSETT DIST	101 MERRIMACK STREET	HOOKSETT	NH	03106	MERCHANT LEVEL
6TH CIRC HOOKSETT FD	101 MERRIMACK ST.	HOOKSETT	NH	03106	MERCHANT LEVEL
6TH CIRC MERRIMACK DIS	BABAASIC RD, BOX 324	MERRIMACK	NH	03054	MERCHANT LEVEL
6TH CIRC PROBATE DIV	163 NO MAIN ST	CONCORD	NH	03301	MERCHANT LEVEL
6TH CIRCUIT CONCORD DIS	32 CLINTON ST	CONCORD	NH	033010 000	MERCHANT LEVEL
6TH CIRCUIT FRANKLIN DIS	7 HANCOCK TERRACE	FRANKLIN	NH	03235	MERCHANT LEVEL
7TH CIRC DOVER DISTRICT	25 ST THOMAS STREET	DOVER	NH	03820	MERCHANT LEVEL
7TH CIRC DOVER FD	25 ST THOMAS ST	DOVER	NH	03820	MERCHANT LEVEL
7TH CIRC PROBATE DIV	259 COUNTY FARM RD	DOVER	NH	038210 799	MERCHANT LEVEL
7TH CIRC ROCHESTER DIST	76 NORTH MAIN STREET	ROCHESTER	NH	03867	MERCHANT LEVEL
7TH CIRC ROCHESTER FD	259 COUNTY FARM ROAD	DOVER	NH	03821	MERCHANT LEVEL
8TH CIRC JAFFREY DIST	84 PETERBOROUGH ST	JAFFREY	NH	03452	MERCHANT LEVEL
8TH CIRC KEENE DIST	3 WASHINGTON ST, BOX 364	KEENE	NH	03431	MERCHANT LEVEL
8TH CIRC PROBATE DIV	12 COURT ST	KEENE	NH	03431	MERCHANT LEVEL
8TH CIRCUIT JAFFREY FD	84 PETERBOROUGH STREET	JAFFREY	NH	03452	MERCHANT LEVEL
9TH CIR MANCHESTER DIST	35 AMHERST ST	MANCHESTER	NH	03105	MERCHANT LEVEL
9TH CIRC GOFFSTOWN FD	329 MAST RD	GOFFSTOWN	NH	03045	MERCHANT LEVEL
9TH CIRC MANCHESTER FD	35 AMHERST STREET	MANCHESTER	NH	03101	MERCHANT LEVEL
9TH CIRC MERRIMACK FD	8 BABOOSIC LAKE RD	MERRIMACK	NH	030549 919	MERCHANT LEVEL
9TH CIRC MILFORD DIST	180 ELM STREET	MILFORD	NH	03055	MERCHANT LEVEL
9TH CIRC NASHUA DIST	25 WALNUT STREET	NASHUA	NH	03060	MERCHANT LEVEL
9THCIRCUITNASHUAFA MILY	30 SPRING ST	NASHUA	NH	03061	MERCHANT LEVEL
9THCIRCUITNASHUAPR OBATE	30 SPRING ST	NASHUA	NH	030610 387	MERCHANT LEVEL
BELKNAP SUPERIOR COURT	64 COURT ST	LACONIA	NH	03246	MERCHANT LEVEL
CARROLLCNTY SUPERIOR CRT	96 WATER VILLAGE RD BOX3	OSSIPEE	NH	03864	MERCHANT LEVEL
CHESHIRE CNTYSUPERIORCRT	12 COURT ST	KEENE	NH	03431	MERCHANT LEVEL
COOS SUPERIOR COURT	55 SCHOOL ST #301	LANCASTER	NH	03584	MERCHANT LEVEL

FAMILY DIVISION AT LITTL	134 MAIN ST	LITTLETON	NH	03561	MERCHANT LEVEL
GRAFTON CNTY SUPERIORCRT	3785 DARTMOUTH COLL HWY	N HAVERHILL	NH	03774	MERCHANT LEVEL
HILLSBOROUGH SUP CT NRTH	300 CHESTNUT ST RM 104	MANCHESTER	NH	031012 433	MERCHANT LEVEL
HILLSBOROUGH SUP S	30 SPRING ST	NASHUA	NH	03061	MERCHANT LEVEL
MERRIMACK CNTRYSUPCRT	163 NORTH MAIN ST	CONCORD	NH	03302	MERCHANT LEVEL
NH SUPREME COURT	1 NOBLE DR	CONCORD	NH	03301	MERCHANT LEVEL
ROCKINGHAM CNTY SUP CRT	10 ROUTE 125	BRENTWOOD	NH	03848	MERCHANT LEVEL
STATE OF NH COURTS	25 CAPITOL ST	CONCORD	NH	03301	CHAIN LEVEL
STRAFFORD CNTY SUP CRT	259 COUNTY FARM RD	DOVER	NH	03820	MERCHANT LEVEL
SULLIVAN CNTY SUPRIORCRT	22 MAIN ST	NEWPORT	NH	03773	MERCHANT LEVEL
Secretary of State					
NH SEC OF STATE	107 N MAIN STREET RM 204	CONCORD	NH	03301	CHAIN LEVEL
NH SEC OF STATE CORP	107 N MAIN STREET RM 204	CONCORD	NH	033010 000	MERCHANT LEVEL
NH SEC OF STATE OTC	107 N MAIN STREET RM 204	CONCORD	NH	03301	MERCHANT LEVEL
NH SECRETARYOF STATE UCC	107 N MAIN STREET RM 204	CONCORD	NH	03301	MERCHANT LEVEL
Board of Nursing					
NH BOARD OF NURSING	19 SOUTH FRUIT ST/STE 16	CONCORD	NH	033012 431	MERCHANT LEVEL
NH BOARD OF NURSING	20 SOUTH FRUIT ST/STE 16	CONCORD	NH	033012 431	MERCHANT LEVEL
NH BOARD OF NURSING	21 SOUTH FRUIT ST/STE 16	CONCORD	NH	033012 431	CHAIN LEVEL
Pease Development Authority					
PDA - DPH	555 MARKET ST	PORTSMOUTH	NH	03801	CHAIN LEVEL
PDA-DPH	555 MARKET ST	PORTSMOUTH	NH	038010 369	MERCHANT LEVEL
PDA-DPH-MARKET	555 MARKET STREET	PORTSMOUTH	NH	03801	MERCHANT LEVEL
Joint Board of Licensure					
BOARD OF ACCOUNTANCY VT	56 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF ARCHITECTS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF ARCHITECTS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF COURT REPORTERS	58 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF FORESTERS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF LAND SURVEYORS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF LAND SURVEYORS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF LANDSCAPE ARCHI	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF M H	58 REGIONAL DR	CONCORD	NH	03301	MERCHANT

INSTALLERS					LEVEL
BOARD OF NATURAL SCIENTI	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF PROFESSIONAL EN	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF PROFESSIONAL GE	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF PROFSSNL ENGNRS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
BOARD OF PROFSSNL GEOLGS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
JOINT BOARD HQ	57 REGIONAL DR	CONCORD	NH	03301	CHAIN LEVEL
NH BOARD OF ACCOUNTANCY	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
NH HOME INSPECTORS	57 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
REAL ESTATE APPRAISERS	58 REGIONAL DR	CONCORD	NH	03301	MERCHANT LEVEL
Department of Transportation					
NH DEPT OF TRANSPORATION	7 HAZEN DR	CONCORD	NH	03301	CHAIN LEVEL
NH DEPT TRANSPORTATION	7 HAZEN DR	CONCORD	NH	03302	MERCHANT LEVEL
Department of of Health and Human Services					
NH DEPARTMENT OF HEALTH	PARADE ROAD	LACONIA	NH	03246	CHAIN LEVEL
NH DEPT HEALTH MTPLE OFF	105 PLEASANT ST	CONCORD	NH	03301	MERCHANT LEVEL
Lottery Commission					
NH LOTTERY	14 INTEGRA DR	CONCORD	NH	03302	MERCHANT LEVEL
NH LOTTERY HQ	14 INTEGRA DR	CONCORD	NH	03301	CHAIN LEVEL
STATE OF NH LOTTERY	14 INTEGRA DR	CONCORD	NH	03301	MERCHANT LEVEL
Department of Education					
DEPT OF EDUCATION	101 PLEASANT ST	CONCORD	NH	03301	MERCHANT LEVEL
DEPT OF EDUCATION	101 PLEASANT ST	CONCORD	NH	033010 000	CHAIN LEVEL

EXHIBIT B: COMPENSATION

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

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

INVOICING

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

PAYMENT AND NOTIFICATION

- **Notification** – The Contractor shall notify the State in writing of any fees, assessments, dues, or other charges, including, but not limited to, increases and decreases, prior to them taking effect against the State. The State shall not be liable for any fees, fines, assessment or other charges that Contractor has not communicated to the State, in writing, and that have not been agreed to by the State prior to them taking effect against the State.

- Contractor shall make available both on line and in printable form, detailed credit and debit rate schedules described in Exhibit B, *Compensation.* All Merchants shall have access to this pricing and it shall be maintained current.

- **Payment** - The State shall pay Contractor by a direct debit from a designated Merchant Account one time per month.

OVERPAYMENTS TO THE CONTRACTOR

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

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

FEE SCHEDULE ("Schedule A")

Merchant Name:	State Of New Hampshire	Average Ticket:	$66.00
Contract Term (Years):	5	Annual Volume:	$356,283,576
Transmission Method:	Blend	Fee Collection Frequency	Monthly
Pricing Method:	Interchange Plus		

Processing Fees:

*Authorization Fee- Per Authorization Attempt

**Per Item Fee- Per Settled Transaction

***The discount rate is charged as a % of total gross dollar volume

Card Type	Auth Fee*	Per Item Fee**	Discount Rate***
Visa	$0.025	$0.000	$0.000
MasterCard	$0.025	$0.000	$0.000
American Express	$0.050	$0.000	$0.000
Discover Full Service	$0.050	$0.000	$0.000
Discover Direct	$0.050	$0.000	$0.000
PIN Debit	$0.000	$0.035	$0.000

Per Occurrence Fees:	Amount	Description
Chargeback Fee	$5.00	Per Chargeback
ACH Reject Fee	$25.00	Per ACH Returned Item
ACH Deposit Fee	Waived	Per ACH Deposit
Billback Surcharge Fee	0.00%	% of Sale for Each Downgraded Transaction
Voice Auth/ARU Fee	$0.55	Per Voice Auth/ARU Item
Monthly Fees:		
Wireless Monthly Fee	$15.00	Per Month per Wireless Device
Lease Line Fee	$579.30	Per Month for 2 lines
Additional Product Fees:		
GG; GGe4 Additional Transaction Fee	$0.035	Per e4 Authorization-All Card Types
GG; GGe4 Set Up Fee	Waived	Per e4 MID Set Up
GG; GGe4 Monthly Fee	Waived	Per Month per e4 MID
Cybersource SBB Additional Tran Fee	$0.05	Per Cybersource Authorization-All Card Types
Cybersource SBB Set Up Fee	$25.00	Per Cybersource MID Set Up
Cybersource SBB Monthly Fee	$10.00	Per Month per Cybersource MID
Cybersource SBC Additional Tran Fee	$0.05	Per Cybersource Authorization-All Card Types
Cybersource SBC Set Up Fee	$25.00	Per Cybersource MID Set Up
Cybersource SBC Monthly Fee	$10.00	Per Month per Cybersource MID
Skipjack Additional Tran Fee	$0.05	Per Skipjack Authorization-All Card Types
Skipjack Set Up Fee	$25.00	Per Skipjack MID Set Up
Skipjack Monthly Fee	$10.00	Per Month per Skipjack MID
Mobile Pay App Set Up Fee	$19.95	Per User per Terminal ID
Mobile Pay App Monthly Fee	$23.99	Per User per Terminal ID
Mobile Pay Web Set Up Fee	$19.95	Per User per Terminal ID
Mobile Pay Web Monthly Fee (Single User)	$23.99	Per User per Terminal ID
Mobile Pay Web Monthly Fee (Multi User)	$23.99	Per Month per Terminal ID (5 users max)

All telecommunications costs/Third Party Fees will be passed through to CUSTOMER.

Interchange Schedule and Qualification Attachments (Interchange Schedules)

Visa/MasterCard/Discover Interchange	BAMS.MVD.S13.1.IC_Net
PIN Debit Switch and Interchange Fees	Not Applicable

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

SCHEDULE A (CONTINUED)

PAYPOINT SERVICE FEES

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

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

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

State of New Hampshire
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Statewide Contract for Merchant Card Processing Services

Fees for Gift Card Services

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

Fees for TransArmor Services

$0.025 per item

1. The Bankcard Service Fees above are per Visa, Discover and/or MasterCard transaction. Sales plus Interchange and Assessments will be charged daily.

2. The transaction fees set forth in Schedule A are based on the average ticket and annual bankcard volume set forth above, and CUSTOMER's transactions qualifying at the Target Qualification interchange levels set forth above (the "**Qualifying Interchange Level(s)**"). The Qualifying Interchange Levels above are anticipated assumptions. The interchange applicable to each transaction will be based on the actual qualification level of the transaction. For each transaction not at the Qualifying Interchange Level identified above, we will charge you an additional fee as described below.

Important Information About Your Fees

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

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

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

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

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

3. **Equipment Costs:**

a. Terminals

Hypercom T4210	Yes	382.00
FD200 TI	Yes	549.00
VeriFone VX570	Yes	599.00
Hypercom T4220	Yes	535.00
FD200 TI WIFI Terminal	Yes	599.00
FD300 TI WIFI Terminal	Yes	569.00
FD400 GPRS/CDMA Terminal	No	837.00

External Pin pads optional cost quoted as requested

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

c. Lease Line:

Item	Description	Quantity	Total
1	Cisco 1921, dual Ethernet, 256 MB Flash /512 MB DRAM, EPII-PLUS, DES/3DES/AES Encryption with rack kit, T1 WIC module & support for POTS dial backup	2	$4,289.82
2	Cisco 1921 dimensions (H x W x D) 1.75 x 13.5 x 11.5 in. (44.5 x 342.9 x 292.1 mm); 1-RU height, Rack-mount 19in. (483 mm)	1	$ -
3	backup site network charge	1	$250.00
4	cable(s)	2	$20.00
5			$ -
6	Sub-Total		$4,559.82
7	Circuit install fee of $2,500 waived.		$ -
8	shipping & handling	2	$100.00
9	Total One Time		$4,659.82

4. **Card Organization Pass Through Fees:**

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

VISA FEES: The following fees result from charges assessed to SERVICERS from Visa and are subject to increases, decreases and additional new fees imposed by Visa.	
Fee/Name	**Fee/Description**
VISA ASSESSMENT	.11% of the total dollar amount of all Sales Drafts.
VISA KILOBYTE FEE	$0.0025 per kilobyte.
VISA ZERO DOLLAR VERIFICATION FEE	$0.025 assessed on ALL Account Verification messages submitted for $0.00, including both approved and declined, AVS, and SMS account verification messages.
VISA ZERO FLOOR LIMIT FEE	$0.10 assessed on all clearing transactions when the Transaction ID on the Authorization does not match the Transaction ID on the Clearing. Fee also applies when Transaction ID is missing altogether.
VISA NETWORK ACQUIRER PROCESSING FEE (NAPF) - Credit	$0.0195 assessed on all Visa authorizations, including POS Check, to merchants not using Visa's Merchant Direct Exchange (MDEX). Merchants using MDEX shall be assessed $0.0145, shown as an increase to the variable V.I.P. Access Fee. The NAPF fee will not apply to Account Verification messages, pre-authorization requests, Interlink/PLUS PIN Debit, adjustment messages, authorization reversals, and other administrative messages.
VISA NETWORK ACQUIRER PROCESSING FEE (NAPF) – Debit & Prepaid	$0.0155 assessed on all Visa authorizations, including POS Check, to merchants not using Visa's Merchant Direct Exchange (MDEX). Merchants using MDEX shall be assessed $0.0105, shown as an increase to the variable V.I.P. Access Fee. The NAPF fee will not apply to Account Verification messages, pre-authorization requests, Interlink/PLUS PIN Debit, adjustment messages, authorization reversals, and other administrative messages.
VISA AUTHORIZATION SYSTEM MISUSE FEE (MISUSE)	$0.045 per authorization that is not followed by a matching Visa clearing (or is not properly reversed in the case of a cancelled/voided transaction) as shown by a matching transaction ID.
VISA INTERNATIONAL SERVICE FEES (FOR PURCHASE TRANSACTIONS)	0.40% of the source amount on U.S. Acquired Original Purchase transactions when the Issuer Country is different from the Merchant Country.
VISA INTERNATIONAL SERVICE FEES (FOR CASH ADVANCE TRANSACTIONS)	0.40% of the source amount on U.S. Acquired Cash Disbursement transactions when the Issuer Country is different from the Merchant Country.
U.S. VISA INTERNATIONAL HIGH RISK ACQUIRER FEE (IAF)	0.45% per transaction conducted at U.S. merchant locations with a non-U.S. issued card; applicable to high-risk merchants in MCCs 5962

	(Direct Marketing – Travel-Related Arrangement Services), 5966 (Direct Marketing – Outbound Telemarketing Merchants), and 5967 (Direct Marketing – Inbound Telemarketing Merchants).
Visa US Debit Integrity Transaction Fee	$.10 charged on each signature debit, non-PIN transaction (including Visa Consumer and Business debit cards and Visa Consumer and Commercial Prepaid Cards) that does not meet the qualification criteria defined under the Visa U.S. Custom Payment Service (CPS) program.
Visa Fixed Acquirer Network Fee	See Visa Fixed Acquirer Network Fee section of rate schedule for Visa/MasterCard/Discover Interchange referenced in Interchange Schedules section above.
VISA PARTIAL AUTHORIZATION NON PARTICIPATION FEE (PANPF) FOR AFD MERCHANTS	$0.01 per authorization for Merchants in MCC 5542 (Automated Fuel Dispensers) who are required to support partial authorizations. PANPF is imposed on AFD transactions that do not support partial authorization. This fee was initially effective in April 2008 but was then delayed to allow merchants time to become compliant.

MASTERCARD FEES: The following fees result from charges assessed to SERVICERS from MasterCard and are subject to increases, decreases and additional new fees imposed by MasterCard.

Fee/Name	Fee/Description
MASTERCARD ASSESSMENT FEE	0.11% of the total dollar amount of all Sales Drafts.
MASTERCARD ASSESSMENT FEE (>=$1,000)	0.02% fee assessed on the gross dollar amount of MasterCard Consumer and Commercial credit transactions, that are $1,000 or greater.
MASTERCARD KILOBYTE FEE	$0.0035 per Kilobyte.
MASTERCARD CROSS BORDER FEE (US)	0.40% of the total dollar amount of a transaction that is completed at a U.S. merchant location with a non U.S. or a non U.S. Territory issued card.
MASTERCARD CROSS BORDER FEE (Asia/Pacific)	0.80% of the total dollar amount of a transaction that is completed in the Asia/Pacific merchant location with a non Asia/Pacific issued card.
MASTERCARD CROSS BORDER FEE (Latin America/Caribbean)	0.80% of the total dollar amount of a transaction that is completed in the Latin American/Caribbean merchant location with a non Latin American/Caribbean issued card.
MASTERCARD CROSS BORDER FEE (Canada)	0.80% of the total dollar amount of a transaction that is completed at a Canadian merchant location with a non Canadian issued card. Any combination of merchant location and issuer in USA, Puerto Rico, Virgin Islands, Guam, Marshall Islands and Northern Marianna Islands will be exempt from the Cross Border fee. Transaction on a MasterCard branded credit or debit card processed through MasterCard's clearing system in which the cardholder country code differs from the country code of the merchant; applicable to sale/purchase transactions, chargeback re-presentment and reversal transactions.
MASTERCARD NETWORK ACCESS AND BRAND USAGE (NABU) FEE	$0.0185 assessed on all MasterCard authorization attempts and credit (sales return) transactions that are processed with a U.S. issued card at a U.S. merchant location. Does

	not apply to authorization reversals and $0 Account Status Inquiry transactions.
MASTERCARD CARD NOT PRESENT AVS ACCESS FEE	$.0075 assessed on all MasterCard Card Not Present authorizations that use the Address Verification Service (AVS) that are submitted for more than $0.
MASTERCARD AVS CARD PRESENT FEE	$0.005 assessed on all MasterCard card present authorizations that use the Address Verification Service (AVS) that are submitted for more than $0.
MASTERCARD ACCOUNT STATUS INQUIRY FEE - INTERREGIONAL	$0.03 assessed on all Account Status Inquiry Service messages where the country code of the merchant is different from the country code of the cardholder. Account Status Inquiry Service transactions must be submitted for $0 and are used to validate cardholder account numbers and other elements, such as CVC2 and AVS prior to obtaining an actual authorization. Effective June 14, 2011.
MASTERCARD ACCOUNT STATUS INQUIRY FEE - INTRAREGIONAL	$0.025 assessed on all Account Status Inquiry Service messages where the country code of the merchant is the same as the country code of the cardholder. Account Status Inquiry Service transactions must be submitted for $0 and are used to validate cardholder account numbers and other elements, such as CVC2 and AVS prior to obtaining an actual authorization. Effective June 14, 2011.
MASTERCARD PROCESSING INTEGRITY FEE	$0.055 assessed on all MasterCard authorized transactions which are not followed by a matching MasterCard clearing transaction (or reversed in the case of a cancelled transaction). Car Rental (3351-3441, 7512), Hotel/Motel (3501-3999), 7011). Cruise Line / Steamship (4411) not subject to this fee. Effective August 1, 2011.
MASTERCARD LICENSE VOLUME FEE	0.005% of MasterCard volume. Fee based on a good faith effort to recover and allocate among our customers MasterCard's annual fees for licensing and third party processing and calculated by multiplying your settled MasterCard dollar volume by the percentage rate (which rate may be adjusted to reflect changes in those MasterCard fees and/or our allocation). Effective August 1, 2012.

DISCOVER NETWORK FEES: The following fees result from charges assessed to SERVICERS from Discover Network and are subject to increases, decreases, and additional new fees imposed by Discover Network.

Fee/Name	Fee/Description
DISCOVER DATA USAGE FEE	$0.0185 per Discover Transaction.
DISCOVER NETWORK ASSESSMENT	0.105% of the total dollar amount of all Sales Drafts.
DISCOVER NETWORK INTERNATIONAL SERVICE FEE	0.55% of amount of Card Sales . Discover Network shall charge to Acquirers for Card Sales (excluding Cash Over) conducted at a Merchant location in the United States where the domicile of the issuer of the Card used in the Card Sale is a country other than the United States, provided that such fee is not applicable to Card Sales with JCB and China Unionpay Cards.

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

5. **General Pricing Information:**

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

b. Visa and MasterCard Credit Transactions:

(i) Billable transactions include: purchases, returns, declines, reversals, Terminal balancing totals and authorizations.

(ii) The Visa/MC transaction fee includes authorization, data capture and settlement.

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

(iv) Supplies, exclusive of credit card slips, signage, and manual imprinters which shall be suppled at no additional charge, shall be provided at SERVICERS' then-current costs, plus a minimum supplies handling fee for shipping and handling per shipment.

(v) CUSTOMER shall be responsible for payment of all shipping costs associated with any equipment purchased, leased or maintained by SERVICERS under this Agreement.

c. Discover Network Credit Transactions:

(i) Billing transactions include: purchases, returns, declines, reversals authorizations and Terminal balancing totals.

(ii) The Discover Card and DNP Card Types transaction fees include authorization, data capture and settlement.

(iii) The fees and charges set forth on this Schedule A are in additional to all other Third Party Based Fees and all fees due and payable to SERVICERS and/or any applicable Person and will be payable to SERVICERS as set forth in the Agreement.

(iv) The fees, rates and interchange programs for DNP Card Types are the same as those for Discover Card transactions.

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

Other Card Services Supplement to the Agreement and Exhibit B

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

OTHER CARD SERVICES SUPPLEMENT TO MERCHANT PROCESSING AGREEMENT:

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

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

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

2. **ISSUER CONSENTS:**

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

3. **AUTHORIZATION SERVICES ONLY:**

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

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

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

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

5. **DISCOVER PROCESSING PROVISIONS:**

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

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

ATTACHMENT I TO SCHEDULE A:

American Express* __x_____ Diners Club*** _____ Discover® ___x____

JCB*** _____ Fleet* _____ Voyager** _____

Wright Express* _____

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

1. **FEES**: See Schedule A.

General Pricing Information:
Billable transactions include: purchases, returns, declines, reversals, authorizations & Terminal balancing totals.

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

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

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

EXHIBIT C - SPECIAL PROVISIONS TO FORM P-37

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

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

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

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

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

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

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

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

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

3.3 **Conversion Assistance.**

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

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

5. Delete Paragraph 6, COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY., and replace with the following:

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

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

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

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

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

7. PERSONNEL.

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

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

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

(i) a material adverse change in the financial condition, business procedures, products or services of CUSTOMER; or

(ii) irregular Card sales by CUSTOMER, excessive Chargebacks or any other circumstances which, in Contractor's reasonable business judgment and acting in good faith, may increase Contractor's exposure for the CUSTOMER'S Chargebacks or otherwise presents a financial or security risk to Contractor. For purposes of this Agreement, excessive Chargebacks would be in excess of 1.0% of transaction or dollar volume; or

(iii) any representation, warranty or covenant of CUSTOMER in this Agreement is breached in any material respect or was or is incorrect in any material respect when made or deemed to be made; or

(iv) (a) CUSTOMER shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement

(b) CUSTOMER shall fail to comply with the Information Security requirements as detailed in Section 20 of Exhibit C-1 or shall fail to pay Contractor for any amounts due and owing under this Agreement; or

(v) CUSTOMER shall default in any material respect in the performance or observance of any term, covenant or condition contained in any agreement with any respective Affiliate of SERVICERS, including, but not limited to, any agreement governing check guarantee or check verification services; or

(vi) Intentionally omitted.

(vii) CUSTOMER shall: commence a voluntary case under the Bankruptcy Code; file a petition seeking to take advantage of any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization,

winding up or entry into a composition agreement or similar arrangement for adjustment of debts; consent to or fail to contest in a timely and appropriate manner any petition filed against it in an involuntary case under such bankruptcy laws or other laws; apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of a substantial part of its property, domestic or foreign; generally become unable to pay its debts or trade obligations as they become due; make a general assignment for the benefit of creditors; or take any corporate action for the purpose of authorizing any of the foregoing; or

(viii) a case or other proceeding shall be commenced against 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

(ix) the independent certified accountants retained by CUSTOMER shall refuse to deliver an unqualified opinion with respect to the annual financial statements of CUSTOMER;

then, upon the occurrence of (1) an Event of Default specified in subparagraphs (ii), (iv)(b), (vii) or (viii) above, SERVICERS may consider this Agreement to be terminated immediately, without notice, and all amounts payable hereunder by CUSTOMER to SERVICERS shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by CUSTOMER, and (2) any other Event of Default, this Agreement may be terminated by SERVICERS by giving not less than thirty (30) days' notice and concurrent cure period to CUSTOMER, and upon such notice all amounts payable hereunder by CUSTOMER to SERVICERS shall be due and payable on demand.

8.3.2 Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive or be perpetual or irrevocable and such provisions shall survive the expiration or termination of this Agreement.

8.3.3 Upon the occurrence of any Event of Default, whether or not it is cured, the parties may, in their sole discretion, exercise all of their rights and remedies under this Agreement and Applicable Law.

8.3.4 This Agreement also may be terminated by SERVICERS without notice or penalty, if in their sole discretion, such termination is necessary for SERVICERS to comply with their obligations under any Applicable Law, rule or regulation including, but not limited to, the Office of Foreign Assets Control ("**OFAC**") Regulations and Card Organization Rules. SERVICERS' termination of this Agreement pursuant to this Subsection shall not be deemed a breach of contract by SERVICERS.

8.3.5 If this Agreement is terminated for cause, CUSTOMER acknowledges that SERVICERS may be required to report CUSTOMER's business name and the

names and other identification of its principals to the terminated merchant files maintained by the Card Organizations. CUSTOMER expressly agrees and consents to such reporting in the event CUSTOMER is terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by a Card Organization. Furthermore, CUSTOMER agrees to waive and hold SERVICERS harmless from and against, any and all claims which CUSTOMER may have as a result of such reporting, except for those claims resulting from SERVICERS' gross negligence or willful misconduct, in which case such claims will be subject to the limitations of liability in Section 23 herein

8.3.6 In addition to the provisions of the Agreement that survive termination, the terms and provisions governing CUSTOMER's obligations and liabilities and SERVICERS' rights regarding the following matters will survive termination until all these matters are resolved or settled and all amounts owed to SERVICERS regarding these matters are fully and irrevocably paid: (i) processing and settlement of Card transactions, Sales Drafts and Credit Drafts, (ii) adjustments, (iii) all amounts due to SERVICERS under this Agreement, (iv) the resolution of any Chargebacks, disputes or other issues involving Card transactions, (v) Compromised Data Events and (vi) all SERVICERS' rights regarding CUSTOMER's breach of any of its agreements, representations, warranties, covenants or other obligations under this Agreement. In addition to the above and any terms and provisions which by their terms or nature survive termination, the terms and provisions of Sections 12 and 13 of this Exhibit C, Sections 12 through 15, inclusive, Sections 17 through 20, inclusive, and Sections 22 through 25, inclusive, of Exhibit C-1 Subsection 8.3.5 herein and and this Subsection 8.3.6 shall survive any termination of this Agreement. Upon termination of this Agreement, CUSTOMER agrees to immediately send SERVICERS all the data relating to Card transactions made up to the date of termination.

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

8.3.8 In the event CUSTOMER files for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency assignment for the benefit of creditors or similar laws, and CUSTOMER continues to use the Services, it is CUSTOMER's responsibility to open new accounts to distinguish pre and post filing obligations. CUSTOMER acknowledges that as long as it utilizes accounts established prior to such filing, SERVICERS will not be able to systematically segregate CUSTOMER'S post-filing transactions or prevent set-off of the pre-existing obligations. In that event, CUSTOMER will be responsible for submitting an accounting supporting any adjustments that CUSTOMER may claim.

8. Delete Paragraph 9, DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION., and replace with the following:

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae,

surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data (excluding Cardholder data and transaction data) and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

9. Delete Paragraph 12, ASSIGNMENT/DELEGATION/SUBCONTRACTS., and replace with the following:

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
The Contractor shall not assign, or otherwise transfer any interest in, or obligation of, this Agreement without the prior written consent of the State; none of the Services shall be subcontracted by the Contractor without the prior written consent of the State. Such consent will not be unreasonably withheld.

Notwithstanding the foregoing, assignment, delegation, or subcontracting for services performed either by Contractor, its affiliates, its parent entities, or affiliates of its parent entities, may occur without prior written consent. Assignment, delegation, or subcontracting with an affiliate requires notice to the State. The term "affiliate," as utilized within this Section, is defined as an entity that is related to another entity by shareholdings or other means of control; a subsidiary, parent, or sibling corporation.

Contractor may assign this Agreement and its obligations hereunder to any successor to its business by merger or consolidation or to any party acquiring substantially all of the assets of Contractor provided they give notice to the State.

In the event of any Assignment, the State shall have the right to terminate this Agreement with sixty (60) days written notice.

10. Delete Paragraph 13, INDEMNIFICATION., and replace with the following:

13. INDEMNIFICATION/LIABILITY.

Nothing in this Agreement shall be interpreted as an obligation for any party to indemnify another. The State and Contractor each agree to be liable for any and all claims of any nature including all costs, and expenses which may in any manner result from such party's (a) breach of any warranty, covenant or obligation of a party under this Agreement; or (b) misrepresentation by a party under this Agreement. In addition, the State shall be liable for any claims relating to: (i) the provision of goods and services by the State to Cardholders; (ii) any gross negligence or willful misconduct of the State, its employees, or agents in connection with the State's Card transactions; (iii) any Claim or action against Contractor for actual or alleged infringement of any patent, copyright, trademark, trade secret or other proprietary right of any person arising in connection with Contractor's reliance upon any instructions provided by the State or its agents to Contractor, including without limitation, any instructions regarding the Services and any artwork, designs, specifications or concepts provided by the State; or (iv)all Excluded Claims (as defined below) brought against Contractor.

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor shall be liable to the State for any third party Claims regarding infringement or misappropriation of any patent, copyright, trademark, service mark, trade secret or other proprietary right (collectively, "**Intellectual Property Rights**") by the BAMS Systems or the Services, except to the extent any Claims are caused by, results from or arises out of (i) the State's failure to use the BAMS Systems or the Services as required under this Agreement, (ii) the State's configuration, modification or use of the BAMS Systems or the Services in combination with other products or services (including software, equipment or systems) that are not provided by Contractor, and that combination creates a process or method that is the causation for the alleged infringement or misappropriation, (iii) Contractor's use of any designs, artwork, concepts, specifications or other materials provided by or on behalf of the State in connection with this Agreement or (iv) Contractor's custom development of the BAMS Systems or the Services, or other actions taken by Contractor with respect to the BAMS Systems or the Services, at the State's request (the Claims referred to in the foregoing clauses (i), (ii), (iii) and (iv) are herein referred to collectively as the "**Excluded Claims**"). Furthermore, if Contractor determines that any portion of the BAMS Systems or the Services likely infringes or misappropriates a third party's Intellectual Property Rights, or that it is otherwise in Contractor's best interests to reduce or avoid the risk of an actual or potential infringement or misappropriation of a third party's Intellectual Property Rights, then Contractor, at its option and expense, may either: (A) obtain the right for the State to continue using the infringing or misappropriating portion of the BAMS Systems or the Services; (B) modify the infringing or misappropriating portion of the BAMS Systems or the Services to make it non-infringing or non-misappropriating; (C) replace the infringing or misappropriating portion of the BAMS Systems or the Services with a non-infringing or non-misappropriating equivalent; or (D) terminate the misappropriating BAMS Systems or Services upon written notice to the State, and without further liability to the State hereunder. The obligations of Contractor set forth in this Section 13 are the State's sole and exclusive remedies with respect to any and all Claims made by a third party against the State relating to the actual or alleged infringement or misappropriation of such third party's Intellectual Property Rights by the BAMS Systems or the Services.

11. Delete Paragraph 9, INSURANCE., and replace with the following:

14. INSURANCE.

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

12. Delete Paragraph 15, WORKERS' COMPENSATION., and replace with the following:

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

13. Delete Paragraph 16, WAIVER OF BREACH., and replace with the following:

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

14. Delete Paragraph 17, NOTICE., and replace with the following:

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

If to BAMS, at the following address: Banc of America Merchant Services, LLC, 1307 Walt Whitman Road, Melville, New York 11747, Attention: Executive Vice President Operations, with a copy to Attention: General Counsel's Office, 150 N. College Street; Mail Code NC1-028-15-01; Charlotte, NC 28213, and if to BANK, 1231 Durrett Lane, Louisville, KY 40213, Attention: Operations Manager, with a copy to BANK's Legal Department-Merchant Services Group, at Bank of America, N.A., Bank of America Plaza, 101 South Tryon Street, Mail Code: NC1-002-29-01, Charlotte, North Carolina, 28255-0001.

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

15. There are no other special provisions to the Terms of the Form P-37.

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

Exhibit C -1 – Additional Provisions

The following provisions are in addition to the General Provisions contained in the Form P-37, as amended by Exhibit C.:

1. **Election of Cards, Duty to Honor Cards and Use of Marks.**

1.1 Card Election. CUSTOMER has elected and SERVICERS have approved CUSTOMER to accept those Card types and Services designated in this Agreement or the Supplements. CUSTOMER may change CUSTOMER's election of Card types and Services from time to time upon at least sixty (60) days' advance notice to SERVICERS; SERVICERS will use their reasonable efforts to accommodate CUSTOMER's requests in less than this time but SERVICERS will not be obligated to do so. Upon SERVICERS' approval of such new Card type or Service, the parties will execute a Supplement therefor. CUSTOMER will not seek authorization for or submit a transaction of a new Card type until the parties have entered into a Supplement for it. Unless otherwise directed by SERVICERS, CUSTOMER will not seek authorization for or submit a Card transaction of a Card type CUSTOMER desires to discontinue accepting later than the effective date of the notice to SERVICERS. With respect to inadvertent or unintentional acceptance of a transaction other than the type or service anticipated for CUSTOMER's account (including, without limitation, a different Card type), CUSTOMER will also be subject to payment to SERVICERS of their then-current transaction fee(s) with respect to such Card, transaction and/or service and be liable, obligated and responsible under this Agreement for any such transaction or service to the same extent as CUSTOMER would be if it was of an anticipated Card type or service.

1.2 Honoring Cards Generally. CUSTOMER will honor a Card by accepting it for payment. CUSTOMER will not engage in any acceptance practice or procedure that discriminates against, or discourages the use of, any particular Card type elected by CUSTOMER and approved by SERVICERS, in favor of any competing Card brand also elected and approved.

1.3 Cards Issued by US Card Issuers. For all Cards issued by U.S. Issuers, CUSTOMER will honor all Cards within the Card types elected and approved in accordance with this Agreement. For example, if CUSTOMER elects and is approved to accept Visa credit Cards, CUSTOMER will submit payments from Visa-branded credit Card Cardholders without regard to whether the credit Card is a Visa-branded rewards credit Card or Visa-branded business purpose credit Card.

1.4 Cards Issued by Non-US Card Issuers. CUSTOMER will honor all Cards issued by non-U.S. Issuers. For example, even if CUSTOMER elects to limit CUSTOMER's acceptance of MasterCard Cards to MasterCard credit Cards, CUSTOMER will accept for processing a MasterCard debit Card issued by a non-U.S. Card issuer.

1.5 Marks Generally. CUSTOMER and SERVICERS acknowledge that no party will acquire any right, title or interest in or to the Marks of any other party or of any Card Organization or SERVICERS' agents by virtue of this Agreement, without prior written consent. CUSTOMER will not assign to any third party any of the rights to use the Marks of SERVICERS, SERVICERS' agents or Card Organizations.

Except as otherwise provided herein, no party will use any other party's Marks, or use language from which the connection of such Marks may be inferred, in any advertising, written sales promotion, press releases or other publicity matters relating to this Agreement without such party's prior written consent.

1.6 Special Provisions Regarding Discover Network Processed Cards. Services provided for transactions made with Discover branded Cards or DNP Card Types (as hereinafter defined) are processed by BAMS and not by BANK. DNP Card Types are Cards branded by Diners Club International®, JCB, China UnionPay, Korea Bank and Credit® or any other Card Organizations subsequently designated by Discover, and each of those Card Organizations is referred to as a "**DNP Card Organization**". The Services provided, transactions processed and other matters contemplated under this Agreement for Discover Cards and DNP Card Types and DNP Card Organizations are subject to the rest of this Agreement; provided, however, that BANK is not a party to this Agreement insofar as it relates to Services for transactions made with Discover Cards or DNP Card Types, and BANK is not liable to CUSTOMER in any way with respect to such Services.

2. **General Requirements and Restrictions for Card Transactions.**

2.1 Accuracy of Data Submitted. CUSTOMER will be responsible for the quality and accuracy of all data provided to SERVICERS. SERVICERS may, at SERVICERS' option, return to CUSTOMER for correction before processing any data submitted by CUSTOMER which is incorrect, illegible or otherwise

not in proper form. If CUSTOMER does not provide data in accordance with SERVICERS' specified format and schedule, SERVICERS will use reasonable efforts to reschedule and process the data as promptly as possible, but related expenses incurred by SERVICERS will be charged to CUSTOMER.

2.2 Prohibitions on Increasing Price of Goods or Services. CUSTOMER will not increase the price of goods or services for a Card transaction or impose any fee for the service of accepting a Card except as allowed by the Card Organization Rules and Applicable Law. CUSTOMER may charge a surcharge, convenience fee or service fee for a Card transaction only as permitted by the Card Organization Rules and Applicable Law. If clearly disclosed to the Cardholder, CUSTOMER may offer a discount from the standard price for payments by cash.

2.3 Payments from Cardholders. CUSTOMER agrees that CUSTOMER will not accept or process, any funds representing a Cardholder's payment to an Issuer.

2.4 Prohibition on Aggregating and Factoring and Employee Transactions. CUSTOMER is prohibited from submitting or presenting, and agrees not to submit or to present, any authorization requests for transactions and Sales Drafts arising from transactions between (i) CUSTOMER and Cardholders who are CUSTOMER's owners, partners, guarantors, officers or employees, other than genuine purchases, leases or rentals of goods or services from CUSTOMER or other payments to CUSTOMER, all in the ordinary course of CUSTOMER's business, and (ii) Cardholders and third parties for their goods or services or other payments to them.

2.5 Draft Requirements. All Sales Drafts and Credit Drafts must include all information required under and in accordance with the Operating Guide, Card Organization Rules and Applicable Law.

2.6 U.S. Dollars. Unless otherwise agreed in advance and writing by SERVICERS, CUSTOMER must submit all Card transactions in U.S. dollars.

3. Operating Guide; Card Organization Rules and Compliance; Order of Precedence.
CUSTOMER acknowledges that it has received the Operating Guide, the terms of which are incorporated into this Agreement; any reference to this Agreement includes the Operating Guide. Notwithstanding any provision to the contrary contained in this Agreement, the parties hereto acknowledge and agree that the Operating Guide provides the principals of a sound Card program and contains the relevant subset of the Card Organization Rules. However, the Operating Guide is not a complete set of all Card Organization Rules. If CUSTOMER loses or otherwise misplaces the Operating Guide or notices of changes thereto, CUSTOMER shall be responsible for contacting SERVICERS to obtain replacement copies. From time to time, SERVICERS may change the Operating Guide, in whole or in part, and other operating procedures, by providing CUSTOMER with at least thirty (30) days' prior written notice of the change. However, in the event of changes in the Card Organization Rules or due to security reasons, certain changes in Card procedures may become effective on shorter notice. If there is any conflict between the terms of this Agreement and the Operating Guide, the terms of this Agreement will govern, unless the conflict is directly related to a change in the Operating Guide which specifically addresses a procedure or requirement detailed in this Agreement.

CUSTOMER must comply with the Card Organization Rules and Applicable Law, however, with regard to Card Organization Rules; CUSTOMER need only comply with those applicable to Cards. CUSTOMER will review the Card Organization Rules and Applicable Law from time to time for changes, and is responsible for staying apprised of all applicable changes to the Card Organization Rules and maintaining compliance with the Card Organization Rules. Card Organization Rules are available on web sites, such as http://www.usa.visa.com/merchants/operations/op_regulations.html, and http://www.mastercardmerchant.com, as those links may be changed from time to time.

If CUSTOMER accepts DNP Card Types, CUSTOMER acknowledges and agrees that transactions made using Cards of DNP Card Organizations will be processed under and subject to Discover Card Organization Rules and the terms of this Agreement applicable to Discover Card acceptance and transactions.

In the event there is a conflict between Applicable Law, the Card Organization Rules, this Agreement and/or the Operating Guide, such documents shall govern in the following order of precedence: 1) Applicable Law; 2) Card Organization Rules; 3) this Agreement; and 4) the Operating Guide, to the extent the conflicting provision in the Operating Guide is not related to a Card Organization Rule.

4. **Authorization.**
4.1 CUSTOMER agrees to submit only Card transactions for which CUSTOMER has received an Authorization. Obtaining an Authorization will not ensure payment to CUSTOMER for a Sales Draft. The fact that an Authorization is obtained by CUSTOMER will not affect SERVICERS' rights thereafter to revoke Authorization of a Card transaction or to charge back the transaction to CUSTOMER. In no event will the fact that an Authorization is obtained by CUSTOMER be deemed to be SERVICERS'

representation or warranty, either express or implied, that the particular Card transaction is in fact a valid, authorized or undisputed transaction entered into by the Cardholder.

4.2 The Authorization number provided by SERVICERS shall be noted by CUSTOMER in the appropriate place on the Sales Draft. If Authorization is declined, CUSTOMER shall not complete the Card transaction.

4.3 CUSTOMER shall comply with any special authorization procedures contained in the Card Organization Rules and any other sections or parts of this Agreement.

4.4 CUSTOMER acknowledges that Authorization, (i) indicates only the availability of credit at the time of Authorization; (ii) does not warrant that the person presenting the Card is the rightful Cardholder; and (iii) is not an unconditional promise or guarantee by SERVICERS that any Card transaction will not be subject to Chargeback.

4.5 If CUSTOMER obtains an Authorization by telephone, CUSTOMER shall record the approval number on the Sales Draft.

5. **Electronic Commerce Transactions.**

CUSTOMER acknowledges and agrees that this Section 5 pertains only to ECTs that arise from transactions effected in U. S. dollars. All of CUSTOMER's ECTs must be in U.S. dollars and will be settled in U.S. dollars. Under the Card Organization Rules, ECTs are considered non face-to-face Card transactions. In addition, CUSTOMER must properly identify each ECT in the Sales Draft.

CUSTOMER agrees to develop and maintain a point of presence on the Internet at CUSTOMER's expense. CUSTOMER must post CUSTOMER's consumer data privacy policy and method of transaction security on CUSTOMER's web site(s) in accordance with the Card Organization Rules and Applicable Law. CUSTOMER will, in accordance with the Card Organization Rules and Applicable Law: (i) install and maintain a working firewall to protect data accessible via the Internet; (ii) keep security patches up to date; (iii) encrypt stored data; (iv) encrypt data sent across networks; (v) use and regularly update anti-virus software; (vi) restrict access to data on a "need to know" basis; (vii) assign a unique ID to each person with computer access to data; (viii) not use vendor-supplied defaults for system passwords and other security parameters; (ix) track access to data by unique ID; (x) regularly test security systems and processes; (xi) maintain a policy that addresses information security for employees and contractors; and (xii) restrict physical access to Cardholder data.

CUSTOMER's Internet web site must contain (a) a complete description of the goods or services offered, (b) CUSTOMER's returned merchandise and refund policy, (c) CUSTOMER's customer service contact information, including e-mail address and/or telephone number, (d) transaction currency, (e) export or legal restrictions (if known), (f) CUSTOMER's delivery policy and (g) CUSTOMER's country of domicile immediately prior to the Cardholder's accessing of payment instructions. In addition, CUSTOMER must disclose, at all points of Cardholder interaction (including any of CUSTOMER's supplier or subcontractor Internet web sites and any of CUSTOMER's promotional materials and invoices), to the Cardholder that CUSTOMER, and not any of any CUSTOMER's suppliers of goods or subcontractors for services, is the merchant of record and responsible for any Card transaction. CUSTOMER must also notify the Cardholder that CUSTOMER is responsible for (i) payment transactions, (ii) products and services, (iii) direct customer service, (iv) dispute resolution, and (v) all terms and conditions of the transaction. CUSTOMER must display on CUSTOMER's Internet web site(s) the Card Organization Marks, wherever CUSTOMER display payment options, in accordance with the Operating Guide and Subsection 3 herein.

CUSTOMER will be responsible for all costs of connectivity and communication between CUSTOMER, the Internet and SERVICERS. CUSTOMER agrees to utilize SSL (Secure Sockets Layer) or other secure compatible encryption method acceptable to SERVICERS in providing CUSTOMER's ECTs to SERVICERS for authorization, processing and settlement.

CUSTOMER assumes all responsibility for identification of the Cardholder and the validity of the Card information for ECT. CUSTOMER agrees that each Authorization request will include a request for address verification and a positive response for it. CUSTOMER agrees to identify separately any high-risk transactions CUSTOMER submits. The high-risk transactions include, but are not limited to, any under Merchant Category Code 5967 – Direct Marketing – Inbound Telemarketing Merchants.

6. **Multiple Sales Drafts and Partial Consideration.**

6.1 Except as shall be specifically set forth in the Operating Guide or the Card Organization Rules, CUSTOMER shall list all items of goods and services purchased during each Card transaction and the total amount thereof on a single Sales Draft.

6.2 CUSTOMER shall comply with all special procedures and conditions applicable under the Operating Guide and the Card Organization Rules with respect to any partial payment, installment payment, delayed delivery or advance deposit situation and any delayed or amended charges for a travel and entertainment transaction. CUSTOMER shall not use more than one Sales Draft to

represent a single Card transaction to avoid the need for Authorization.

7. **Pre-Authorized Orders.**
   7.1 A Pre-Authorized Order may include the payment of recurring charges such as insurance premiums, subscriptions, membership fees, tuition or utility charges and may also include preauthorized health care payments (subject to a Supplement).
   7.2 If CUSTOMER is authorized to accept Pre-Authorized Orders, Authorization for each such Card transaction, regardless of the amount, must be obtained, and CUSTOMER must write "Recurring Transaction" (for Visa and other non-MasterCard Card transactions) or "PO" (for MasterCard Card transactions) as applicable, on the Sales Draft in lieu of the Cardholder's signature.
   7.3 Except for preauthorized health care payments for the incremental costs not covered by insurance, advance deposits and installment payments, all made in compliance with this Agreement, a Pre-Authorized Order may not include partial payments made to CUSTOMER for goods or services purchased in a single transaction. In no event may any finance charges be imposed on any periodic payments in connection with a Pre-Authorized Order.
   7.4 CUSTOMER may not accept a Pre-Authorized Order from a Cardholder for the purchase of goods or services which are delivered or performed periodically unless the Cardholder completes and delivers to CUSTOMER a written request (and, when applicable, a written renewal request) identifying (i) the goods or services to be charged to the Cardholder's account, (ii) the amount of the preauthorized or recurring charges (unless such charges are for variable amounts), (iii) the frequency of the preauthorized or recurring charges and (iv) the duration of time for which the Cardholder's permission is granted. If CUSTOMER accepts any Pre-Authorized Orders for variable amounts, CUSTOMER must comply with the supplemental provisions set forth in the applicable Supplements.
   7.5 The Cardholder's written request (including any written renewal request) must be: (a) retained for the duration of the preauthorized or recurring charges; (b) provided in response to an Issuer's request for original documentation; and (c) used no longer after receiving notice of cancellation.

8. **CUSTOMER Responsibilities for Persons Used by CUSTOMER.**
   8.1 Use of Persons. CUSTOMER's use of the services, equipment, Software, systems, materials, supplies or resources of Persons regarding CUSTOMER's Card transactions processing, including, without limitation, Merchant Providers and any third party lessors and licensors, will not affect CUSTOMER's obligations under this Agreement to SERVICERS which will apply to the same extent as if CUSTOMER had not used them. SERVICERS have no liability or responsibility to CUSTOMER or others regarding these Persons, even if SERVICERS referred them to CUSTOMER. These third parties are CUSTOMER's agents, and CUSTOMER is solely responsible for (i) determining whether they can meet CUSTOMER's needs and standards, (ii) their actions, inactions and compliance with the terms of this Agreement and Applicable Law and (iii) any and all fees, costs, expenses and other obligations owed to them by CUSTOMER or owed by them to SERVICERS or to the Card Organizations.

   8.2 Merchant Providers. Before CUSTOMER engages any Merchant Provider, CUSTOMER must provide to SERVICERS in writing (a) the Merchant Provider's legal name, (b) contact information, and (c) intended function. CUSTOMER covenants with SERVICERS that CUSTOMER will not use, allow the use of, or provide to any Merchant Provider access to any Cardholder data, BAMS Systems, BAMS Software or Services until CUSTOMER receives SERVICERS' approval and, if required, confirmation of SERVICERS' registration of that Merchant Provider with applicable Card Organizations. CUSTOMER must ensure that CUSTOMER and Merchant Providers: (i) comply with the registration process which can involve site inspections, background investigations, provision of financial statements, and any other information required by a Card Organization; (ii) comply with the periodic and other reporting required by a Card Organization; and (iii) comply with this Agreement and Applicable Law, including without limitation, those provisions requiring security of Cardholder data. CUSTOMER may allow Merchant Providers access to Cardholder data only for purposes authorized under and in conformance with the Card Organization Rules and Applicable Law. CUSTOMER is responsible for all of SERVICERS' costs and expenses associated with SERVICERS' review, approval, certification (and recertification as may required by the Card Organization Rules) and registration of any Merchant Providers.

   Upon request and reasonable notice, CUSTOMER will provide, and will ensure that Merchant Providers provide, to SERVICERS and SERVICERS' respective representatives prompt access to CUSTOMER's and their facilities and records for the purposes of performing any inspection and copying books or records pertaining to the transactions contemplated under this Agreement. CUSTOMER must have written agreements with Merchant Providers requiring such access.

9. **Cardholder Refunds and Credits.**
   9.1 If a Cardholder returns goods or cancels services purchased from CUSTOMER with a Card, or CUSTOMER allows any other price adjustment after a sale has been completed and a refund or adjustment is due to the Cardholder (other than any involuntary refund required by applicable

airline or other tariff or by Applicable Law), CUSTOMER will not return cash to the Cardholder but will instead prepare a Credit Draft and process each such refund or adjustment, as specified in the Operating Guide and Card Organization Rules. CUSTOMER will give the Cardholder a copy of the completed Credit Draft.

9.2 If CUSTOMER establishes a policy limiting refunds or acceptance of returned merchandise (*e.g.*, no refund, exchange only, in-store credit only, or special conditions), CUSTOMER must follow the procedures set forth in the Operating Guide regarding refunds and returned merchandise.

10. **Presentment of Card Transactions.**

10.1 Locations. CUSTOMER will provide SERVICERS with a complete list of all CUSTOMER's Locations in the United States and its territories where CUSTOMER desires to accept Cards, with current information for each Location, including, physical address and telephone number(s), mailing address and, if available, fax number(s) and email address(es). CUSTOMER will provide an updated list as changes to any of CUSTOMER's Locations or their related information occur.

10.2 CUSTOMER shall electronically (or physically, when authorized by SERVICERS) deliver to SERVICERS Sales Drafts and Credit Drafts for all Card transactions to be processed and settled under this Agreement. The deadlines for submitting Sales Drafts and Credit Drafts are set forth in the Operating Guide and Card Organization Rules corresponding to the applicable Card types and desired rates. In no event shall such deadlines be later than the fifth calendar day or third banking day (whichever is earlier) after completing Card transactions (unless CUSTOMER is entitled to any special extension of these deadlines). CUSTOMER acknowledges that the times specified in the preceding sentence are the maximum deadlines and that faster time frames are required to qualify for incentive programs.

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

11. **Settlement of Card Transactions.**

11.1 Settlement of Sales Drafts. SERVICERS will settle with CUSTOMER for each Sales Draft acquired and accepted by SERVICERS under this Agreement after SERVICERS receive payment for that Sales Draft from the related Card Organization, subject to the terms of this Agreement. Unless SERVICERS agree in writing otherwise, SERVICERS will only acquire Sales Drafts for Visa, MasterCard and Discover Network Card types (including those of other Card Organizations processed under Visa, MasterCard or Discover Network Card Organization Rules); provided, however, that, if CUSTOMER has been classified by Discover Network as having a Discover Direct Strategic Relationship with Discover Network, SERVICERS will not acquire CUSTOMER's Discover Network transactions and they will be subject to CUSTOMER's agreement with Discover Network. CUSTOMER acknowledges and agrees that if SERVICERS have not agreed to or do not acquire transactions for any Card type (i) SERVICERS have no liability or responsibility whatsoever for the settlement of or disputes regarding those transactions and (ii) CUSTOMER will pursue directly with the related Card Organization all claims and disputes regarding those transactions. CUSTOMER agrees to pay SERVICERS for per item processing, authorization and other fees in the Fee Schedule for any non-acquired transaction services CUSTOMER receives from SERVICERS.

11.2 Settlement Account and Its Operation. CUSTOMER will designate, in writing, and maintain, the Settlement Account for the purposes of settling transactions under this Agreement. If the Settlement Account is with BANK, in the absence of any other written agreement with BANK, the terms and conditions that apply to BANK's deposit accounts of the same type will apply. As amounts become payable to CUSTOMER or to SERVICERS under this Agreement, SERVICERS may, unless otherwise agreed, make payments to or receive payments from CUSTOMER by crediting or debiting the Settlement Account without prior notice as provided herein. If CUSTOMER does not maintain a Settlement Account with BANK, payments between CUSTOMER and SERVICERS must be made in a manner satisfactory to SERVICERS. If CUSTOMER does not maintain sufficient balances in the Settlement Account to cover amounts owing under this Agreement, CUSTOMER must immediately pay all such amounts directly to SERVICERS, and if CUSTOMER does not do so, at SERVICERS' discretion SERVICERS may cease processing additional Card transactions until the amounts due are paid.

CUSTOMER acknowledges and agrees that transfers to or from the Settlement Account will be made on the basis of account number and bank routing number only. SERVICERS are not responsible for detecting errors in any Settlement Account information CUSTOMER provides, including the account numbers and routing numbers associated with the Settlement Account, even if any of those numbers do not correspond to the account or bank identified by name. CUSTOMER's obligations and SERVICERS' rights regarding any settlement transfers SERVICERS

make in reliance on the account number(s) and bank routing number(s) for the Settlement Account are not excused in those circumstances, even if CUSTOMER provides SERVICERS erroneous information.

SERVICERS will initiate a transfer of settlement funds to CUSTOMER as set forth in Section 13.3. SERVICERS will not be liable for any delays in receipt of settlement funds or errors in credits or debits to the Settlement Account that are caused by Persons, including but not limited to, delays or errors of any Card Organization or any financial institution other than BANK.

SERVICERS may debit the Settlement Account for the following purposes: (a) to correct accounting or other settlement errors, after providing Customer with notice of the scope of such adjustments, (b) for the amount of Credit Drafts, adjustments or Chargebacks, (c) fees and fines imposed upon SERVICERS by a Card Organization or Issuer as a result of CUSTOMER's actions or omissions, and as substantiated under Section 12.2 herein, and (d) as required under the Card Organization Rules.

11.3 Settlement Amounts and Time for Settlement. All settlements to CUSTOMER for Sales Drafts will occur on a daily basis and be based upon gross sales, minus Card Organization Based Fees, Credit Drafts, adjustments, Chargebacks, Discount Rate and other transaction fees set forth on the Fee Schedule, and fees, fines and other amounts imposed upon SERVICERS by a Card Organization or Issuer as a result of CUSTOMER's actions or omissions. SERVICERS will collect all other amounts due from CUSTOMER to SERVICERS, on a monthly basis, whether netted at settlement or separately debited as provided herein. All credits to CUSTOMER's Settlement Account or other payments to CUSTOMER are provisional and are subject to (i) SERVICERS' final audit and confirmation, (ii) fees and fines imposed upon SERVICERS by a Card Organization or Issuer as a result of CUSTOMER's actions or omissions and (iii) any other obligations owed by CUSTOMER to SERVICERS.

Except as otherwise set forth in this Agreement, if SERVICERS receive CUSTOMER's Sales Drafts by the applicable cut off time established by SERVICERS, SERVICERS will initiate a transfer of applicable settlement funds, after receipt thereof from the Card Organizations, via ACH (or other payment system available from SERVICERS for these types of transfers) to CUSTOMER's Settlement Account. SERVICERS will generally initiate this transfer by the following Business Day after SERVICERS process the applicable transactions. Generally, the Settlement Account will be credited within two Business Days after SERVICERS' initiation of the transfer.

11.4 Settlement Amounts Subject to Adjustments. This Agreement is a contract whereby SERVICERS are extending financial accommodations to CUSTOMER within the meaning of Section 365(c) of the Bankruptcy Code. CUSTOMER's right to receive any amounts due or to become due from SERVICERS or SERVICERS' respective Affiliates, whether or not those amounts are related to this Agreement, is expressly subject and subordinate to Chargeback, setoff, lien, security interest and SERVICERS' rights to withhold settlement funds under this Agreement, without regard to whether such Chargeback, setoff, lien, security interest and the withholding of settlement funds rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

11.5 Suspension/Change in Payment Terms. In addition to any other remedies available to SERVICERS under this Agreement, CUSTOMER agrees that should any Event of Default occur, SERVICERS may, with notice, change processing or payment terms and/or suspend credits or other payments of any and all funds, money and amounts now due or hereafter become due to CUSTOMER pursuant to the terms of this Agreement, until SERVICERS have had reasonable opportunity to investigate such event.

12. Fees; Adjustments; Collection of Amounts Due; Reconcilement.

12.1 Fees and Card Organization Charges. CUSTOMER will pay SERVICERS, within the times specified by SERVICERS, all the fees and charges for the Services calculated pursuant to the Fee Schedule, which includes fees that are in whole or in part based on (i) fees set by Card Organizations, including, without limitation, interchange fees ("Card Organization Based Fees"), (ii) fees set by Persons related to the Services (together with Card Organization Based Fees, "Third Party Based Fees"), and (iii) fees that SERVICERS set. Fees will be charged for all authorization requests, whether or not approved, all Sales Drafts submitted for processing, all Credit Drafts and all Chargebacks. If a Card transaction does not qualify for the lowest interchange rate for which it is eligible, then that Card transaction will be downgraded and processed at a more costly interchange rate for which it qualifies. CUSTOMER will pay retroactive increased interchange fees for any Card transactions that a Card Organization determines did not qualify for the rates originally used.

CUSTOMER acknowledges that the fees stated herein are based upon the qualification of CUSTOMER's Card transactions for certain reduced interchange fees as set by the applicable Card Organizations. If a transaction fails to qualify for CUSTOMER's anticipated interchange levels or CUSTOMER inadvertently or intentionally accepts a Card transaction other than the type anticipated for its account (including a different Card type), then, as applicable to the pricing set forth in the Fee Schedule, CUSTOMER will be charged a higher interchange, Discount Rate or non-qualified interchange fee, as well any applicable surcharge for that transaction, all as set forth in the Fee Schedule.

12.2 Card Organization Fines, Assessments and Penalties. The fees for Services set forth in the Fee Schedule may be adjusted to reflect increases, or new fees imposed by Card Organizations, including without limitation, interchange, assessments and other Card Organization fees, or to pass through increases or new fees charged to SERVICERS by other Persons related to the Services. All such adjustments shall be CUSTOMER's responsibility to pay and shall become effective upon the date any such change or addition is implemented by the applicable Card Organization or other Person as specified in SERVICERS' notice. In addition, CUSTOMER will pay to SERVICERS all fines and penalties, including, but not limited to, any of the foregoing related to CUSTOMER's non compliance with data security requirements or otherwise based on any CUSTOMER action or failure to act , provided that SERVICERS (1) have provided, in written form, all information and documentation supporting the assessment that the card brands provide; (2) make every attempt to ensure the card brands are following their rules and regulations regarding the assessment of fines and/or penalties related to a data compromise event; and (3) make every attempt to ensure any information used by the card brands to calculate the assessment is correct to the best of their knowledge.

12.3 Payment of Fees, Charges and Other Amounts. SERVICERS may debit the Settlement Account for, or withhold from funds SERVICERS owe CUSTOMER under this Agreement, all amounts CUSTOMER owes SERVICERS under this Agreement. If the Settlement Account has insufficient funds, SERVICERS may, without advance notice, withdraw the funds CUSTOMER owes SERVICERS from any other account (including any reserve account) CUSTOMER maintains with SERVICERS (or their respective Affiliates) or to which CUSTOMER has granted SERVICERS access. If sufficient funds are not available from those sources, CUSTOMER must pay the amount of any deficiency immediately upon demand.

12.4 Third Party Based Fee Changes. SERVICERS will provide CUSTOMER with at least thirty (30) days' advance notice of any increased or new Third Party Based Fees related to the processing and settlement of transactions. However, SERVICERS' ability to provide such notice depends on SERVICERS' receipt of timely notice from the applicable Persons and in those instances, SERVICERS may not be able to provide CUSTOMER with thirty (30) days notice. In any event, any increased or new Third Party Based Fees related to the processing and settlement of transactions will become effective and CUSTOMER shall be responsible for paying them as of the date specified in the notice.

12.5 Intentionally omitted.

12.6 ACH Credits or Debits. To the extent the Automated Clearing House ("ACH") settlement process is used to effect debits or credits to CUSTOMER's Settlement Account, CUSTOMER agrees to be bound by the terms of the operating rules of the National Automated Clearing House Association ("NACHA"), as in effect from time to time. CUSTOMER hereby authorizes SERVICERS to initiate credit and debit entries and adjustments as permitted under this Agreement to CUSTOMER's account through the ACH network and/or through direct institutions to the financial institution where CUSTOMER's Settlement Account is maintained for amounts due under this Agreement and under any agreements with SERVICERS or SERVICERS' respective Affiliates for any related services, as well as for any credit entries in error. CUSTOMER hereby authorizes the financial institution where CUSTOMER's Settlement Account is maintained to effect all such credits and debits to CUSTOMER's account. This authority will remain in full force and effect until SERVICERS have given written notice to the financial institution where CUSTOMER's Settlement Account is maintained that all monies due under this Agreement and any other agreements with SERVICERS or SERVICERS' Affiliates for any related services have been paid in full.

12.7 Taxes. Unless otherwise exempt, Customer agrees to pay any taxes imposed on the Services or transactions contemplated by this Agreement.

12.8 Duty to Review Statements. CUSTOMER must promptly and carefully review, statements and reports provided or made available to CUSTOMER (physically, electronically or otherwise) reflecting Card transaction activity, including, activity in the Settlement Account , whether provided by SERVICERS or Persons.

12.9 Duty to Notify SERVICERS of Discrepancies or Adjustments. If CUSTOMER believes any discrepancies exist or adjustments are needed with respect to any debits or credits effected by SERVICERS with respect to CUSTOMER's Settlement Account or for any amounts due to or due from CUSTOMER, or if CUSTOMER has any other questions or concerns regarding CUSTOMER's Card transactions that are processed and settled by SERVICERS or regarding any statement or report provided or made available by SERVICERS (physically, electronically or otherwise), CUSTOMER must notify BAMS in writing (i) within sixty (60) days after such debit or credit is effected, such transaction is processed and settled, or such statement or report is provided, or (ii) such shorter time as is provided in the terms and conditions covering that account. If CUSTOMER fails to notify BAMS within such time frame, SERVICERS will not be required to investigate the matter or effect any related adjustment, absent any willful misconduct by SERVICERS. If CUSTOMER notifies BAMS after such time period, SERVICERS may, in SERVICERS' discretion and at CUSTOMER's cost, investigate the matter addressed in CUSTOMER's notice, but SERVICERS will not have any liability to effect any related adjustment absent any willful misconduct by SERVICERS. Any voluntary efforts by SERVICERS to assist CUSTOMER in investigating such matters will not create any obligation to continue such investigation or any future investigation.

12.10 Electronic Statements. If CUSTOMER elects to receive statements via electronic mail or online via the Internet, then (a) CUSTOMER authorizes SERVICERS to deliver statements and reports, Card Organization and regulatory information and notices of change in terms that SERVICERS would typically include with paper statements and notifications to review them (collectively, "**Electronic Statements**") at a web-accessible location on SERVICERS' computer servers, to CUSTOMER electronically, (b) SERVICERS are not required to provide CUSTOMER with a paper copy of statements but SERVICERS may, in SERVICERS' sole discretion, do so at any time, (c) CUSTOMER may request a paper copy of CUSTOMER'S merchant account statement(s) from SERVICERS; however, a fee may apply for such request, and (d) Electronic Statements are part of the Services provided under this Agreement.

If CUSTOMER elects to receive Electronic Statements for its merchant account(s) via electronic mail ("e-mail"), CUSTOMER represents and warrants to, and covenants with, SERVICERS and agrees that: (i) CUSTOMER will disable any spam filter (or similar device or software that could prevent delivery of e-mail from to CUSTOMER) and add "@cedarcod.com" (the specific addressee portion will vary due to automation) (and such other e-mail address or domain that we may specify from time to time or from which CUSTOMER otherwise receives and Electronic Statement from SERVICERS) as a safe e-mail address or domain with respect to the e-mail account CUSTOMER designates for SERVICERS to send Electronic Statements; (ii) CUSTOMER is responsible for the accuracy and validity of all e-mail addresses provided by CUSTOMER and/or its agents; (iii) CUSTOMER will ensure that the e-mail account(s) designated for SERVICERS to send CUSTOMER Electronic Statements are under CUSTOMER's ownership or control and will be regularly accessible and actively monitored by CUSTOMER's authorized representatives; (iv) CUSTOMER will not share or permit to be known by any Person not authorized to view Electronic Statements on CUSTOMER's behalf, or store as an "autofill" field on a web browser, any password or encryption key; (v) CUSTOMER will notify SERVICERS promptly if CUSTOMER has not received an Electronic Statement from SERVICERS in the time frame that CUSTOMER normally receives Electronic Statements from SERVICERS, but in no event later than five (5) Business Days after the close of the statement cycle; (vi) CUSTOMER will notify SERVICERS prior to any change of e-mail address(es) designated for receipt of Electronic Statements; (vii) Electronic Statements are subject to the reconciliation time frames described in Section 12 herein; and (viii) immediately after being transmitted from SERVICERS'S e-mail server, CUSTOMER will be solely responsible for preventing the disclosure, interception and viewing of Electronic Statements by any unauthorized Person or Person that is otherwise not in compliance with applicable law.

SERVICERS MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING CUSTOMER'S ACTUAL RECEIPT OF E-MAILED ELECTRONIC STATEMENTS THAT SERVICERS ATTEMPTS TO DELIVER TO CUSTOMER.

12.11 Duty Regarding Merchant Systems. CUSTOMER will be responsible for auditing, balancing, verifying and reconciling any out-of-balance condition within the Merchant Systems, and for notifying SERVICERS of any errors in the foregoing after receipt of the applicable report from SERVICERS. CUSTOMER will notify SERVICERS of all incorrect reports or output within two (2) Business Days after receipt of such reports or output. Within one (1) Business Day of the original transaction, CUSTOMER must balance each Location to the BAMS system for each business day that each Location is open. If CUSTOMER determines that transaction(s) have been processed in error, CUSTOMER will initiate the appropriate transaction for adjustment to correct the transaction in question. CUSTOMER is responsible for all applicable adjustment fees per applicable Card Organization.

13. Chargebacks.

13.1 Chargebacks Payable Immediately. CUSTOMER will pay SERVICERS the amount of each Card transaction that CUSTOMER submitted to SERVICERS for processing that is charged back to SERVICERS

for any reason permitted by the Card Organization Rules. Each Chargeback to CUSTOMER is immediately due and payable by CUSTOMER.

13.2 Disputing Chargebacks. CUSTOMER may dispute a Chargeback as provided in the Card Organization Rules, including any requirements for timely submission. SERVICERS' obligation to CUSTOMER respecting Chargeback disputes is limited to permissible presentment of CUSTOMER's dispute to the appropriate Card Organization. SERVICERS will not engage in direct collection efforts against Cardholders on CUSTOMER's behalf.

13.3 Chargeback Fees. CUSTOMER will pay SERVICERS the fees associated with processing Chargebacks as provided in the Fee Schedule, without regard to whether the Chargeback is settled in CUSTOMER's favor or the Cardholder's favor. In addition, in the event the percentage of Chargebacks to CUSTOMER's merchant account meets or exceeds the percentage considered excessive by the Card Organizations, CUSTOMER will pay SERVICERS the Excess Chargeback Fee stated in the Fee Schedule (in addition to any fees imposed on SERVICERS by the Card Organizations). The rate and the method of calculation for what each Card Organization considers excessive may be found in its Card Organization Rules. All fees related to processing Chargebacks, including any Excess Chargeback fees, are immediately due and payable to SERVICERS upon assessment.

14. Representations; Warranties and Covenants.

14.1 Without limiting any other warranties hereunder, CUSTOMER represents, warrants and covenants with SERVICERS and with the submission of each Sales Draft reaffirms, the following representations, warranties and/covenants:

(i) each Card transaction is genuine and arises from a bona fide transaction, permissible under the Card Organization Rules and Applicable Law, by the Cardholder directly with CUSTOMER;
(ii) each Card transaction represents a valid obligation for the amount shown on the Sales Draft, Preauthorized Order, or Credit Draft, and does not involve the use of a Card for any other purpose;
(iii) each Card transaction represents an obligation of the related Cardholder for the amount of the Card transaction;
(iv) the amount charged for each Card transaction is not subject to any dispute, set off or counterclaim;
(v) each Card transaction amount is only for respective merchandise or services (including taxes, but without any surcharge except as permitted under Card Organization Rules) sold, leased or rented or other payments to CUSTOMER and, except for any delayed delivery or advance deposit Card transactions expressly authorized by this Agreement, that merchandise or service was actually delivered to or performed for the Cardholder entering into that Card transaction simultaneously upon CUSTOMER accepting and submitting that Card transaction for processing;
(vi) with respect to each Card transaction, CUSTOMER has no knowledge or notice of any fact, circumstance or defense which would indicate that such Card transaction is fraudulent or not authorized by the related Cardholder or which would otherwise impair the validity or collectability of that Cardholder's obligation arising from that Card transaction or relieve that Cardholder from liability with respect thereto;
(vii) each Card transaction is made in accordance with the terms of this Agreement and Applicable Law;
(viii) each Sales Draft is free of any alternation not authorized by the related Cardholder;
(ix) CUSTOMER has completed one Card transaction per sale; or one Card transaction per shipment of goods for which the Cardholder has agreed to partial shipments;
(x) CUSTOMER is validly existing, in good standing and free to enter into this Agreement;
(xi) all information provided to SERVICERS in support of this Agreement is true and correct;
(xii) CUSTOMER is not doing business under a name or style not previously disclosed to SERVICERS;
(xiii) CUSTOMER has not changed the nature of CUSTOMER's business, Card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different merchant category code under Card Organization Rules, in a way not previously disclosed to SERVICERS;
(xiv) CUSTOMER will use the Services only for CUSTOMER's own proper business purposes and will not resell, directly or indirectly, any part of the Services to any Person;
(xv) CUSTOMER has not filed a bankruptcy petition not previously disclosed to SERVICERS;
(xvi) CUSTOMER owns and controls the Settlement Account, and no security interest or lien of any type in favor of a Person exists regarding the Settlement Account or any Card transaction;
(xvii) CUSTOMER will not at any time during the term of this Agreement, or until all amounts due under this Agreement have been paid in full, grant or pledge any security interest or lien in the Settlement Account or transaction proceeds to any Person, without SERVICERS consent; and
(xviii) CUSTOMER will use best efforts to seek appropriations in order to fulfill its obligations for amounts due and owing to SERVICERS under this Agreement.

14.2 SERVICERS represent and warrant to CUSTOMER that:

(i) SERVICERS will perform their obligations pursuant to this Agreement in accordance with the Applicable Law and the Card Organization Rules.
(ii) SERVICERS are validly existing, in good standing and free to enter into this Agreement;

15. **Retention of Records.**

15.1 Unless prohibited by the Card Organization Rules, CUSTOMER will retain, for a period of at least eighteen (18) months from the date of the Card transaction or such other longer period as may be required by the Card Organization Rules, legible copies or images (electronically or otherwise) of CUSTOMER's Sales Drafts, Cardholder consents for Pre-Authorized Orders and Credit Drafts. CUSTOMER's obligation to retain records does not provide authority for CUSTOMER to retain Card magnetic stripe data.

15.2 CUSTOMER will submit to SERVICERS a legible copy or image of a Sales Draft, Cardholder consent for a Pre-Authorized Order or Credit Draft if any Issuer requests one. CUSTOMER's deadline for providing to SERVICERS a legible copy or image of the requested Sales Draft, Cardholder consent for a Pre-Authorized Order or Credit Draft is ten (10) days after the date of the Issuer's retrieval request, or as specified in the notice from SERVICERS. CUSTOMER acknowledges that CUSTOMER's failure to properly and timely respond to any retrieval request may result in a Chargeback.

16. **System Testing and System Enhancements.**

16.1 SERVICERS reserve the right to conduct testing of the Merchant Systems for a period of time reasonably necessary for them to meet SERVICERS', the Merchant Equipment manufacturers', any third party integrators' and the Card Organizations' then-current applicable requirements. Throughout the term of this Agreement, if CUSTOMER changes or modifies the Merchant Systems for any reason, including but not limited to modifications to accommodate changes in Card Organization Rules or Applicable Law, CUSTOMER will immediately notify SERVICERS of such changes or modifications, and SERVICERS will have a reasonable amount of time to conduct certification testing of the Merchant Systems to verify that it meets SERVICERS', any third party Integrator's and the Card Organizations' then-current applicable requirements. The first such standard re-certification will be performed by SERVICERS at no cost to CUSTOMER; however, subsequent re-certifications will be billed to CUSTOMER at SERVICERS' then-current hourly rate. Notwithstanding anything to the contrary, by conducting implementation or certification testing, SERVICERS do not guarantee that CUSTOMER's transactions will qualify at the lowest possible interchange level. CUSTOMER assumes all liability resulting from CUSTOMER's failure to notify SERVICERS of the changes or modifications or CUSTOMER's refusal to allow SERVICERS to conduct the implementation or certification testing.

16.2 If, after the effective date of this Agreement, CUSTOMER requests SERVICERS to perform or provide any system enhancements, custom reports, special files, terminal applications, related service enhancements or new services (collectively, "**System Enhancements**"), and SERVICERS agree to do so, these System Enhancements will be made in accordance with terms and conditions, including pricing, agreed to by the parties in writing.

17. **Confidentiality.**

17.1 To the extent SERVICERS seek to maintain the confidentiality of certain information exchanged in the course of providing services under this Agreement, the Servicers shall clearly identify in writing all information claimed to be confidential. SERVICERS acknowledge that the State, as CUSTOMER, is subject to State and Federal laws and regulations related to the disclosure of information, including, but not limited to, NH RSA Chapter 91-A. The State, as CUSTOMER, shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and Federal laws and regulations, including, but not limited to, NH RSA Chapter 91-A.

17.2 SERVICERS' confidential information shall be used by CUSTOMER only to exercise CUSTOMER's rights and to perform CUSTOMER's obligations hereunder. In the event the State, as CUSTOMER, receives a request for the identified Confidential Information, the State will notify the SERVICERS and specify the date the State will be releasing the requested information that the State deems subject to disclosure pursuant to applicable State and Federal laws. Any effort to prohibit or enjoin the release of SERVICERS' confidential information shall be the SERVICERS' sole responsibility and at the SERVICERS' sole expense. If the SERVICERS fail to obtain a court order enjoining the disclosure, the State may release the information on the date specified in the State's notice to the SERVICERS, without any liability to the SERVICERS.

17.3 SERVICERS will keep confidential, in accordance with Applicable Law and the Card Organization Rules, any information received by SERVICERS from CUSTOMER or CUSTOMER's agents regarding CUSTOMER's use of the Services, including any relationship and transaction information; provided that SERVICERS may disclose such information (i) to Persons to the extent necessary to provide the Services, (ii) SERVICERS' respective auditors and attorneys (internal and external) and regulators, (iii) as required or permitted by Applicable Law and (iv) to SERVICERS' respective Affiliates as SERVICERS deem appropriate. CUSTOMER acknowledges and agrees that any information obtained by SERVICERS may be shared with SERVICERS' respective Affiliates, who have a need-to-know, in connection with the

provision of the Services, as long as such Affiliates are under obligation to treat such information with the same degree of care as required of SERVICERS.

17.4 In addition to the information security provisions elsewhere in this Agreement, neither CUSTOMER nor SERVICERS will use, store, disclose, sell or disseminate any Cardholder data obtained in connection with a Card transaction (including the names, addresses and Card account numbers of Cardholders), except in accordance with the Card Organization Rules and Applicable Law (e.g., for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transactions). The foregoing will not apply in the instance of a court or governmental request, subpoena or order. SERVICERS may use any Cardholder data for purposes associated with BANK's role as an Issuer if such Cardholder data is derived from a Card transaction in which the Card used was issued by BANK. Further, in accordance with the Operating Guide, Card Organization Rules and Applicable Law, SERVICERS may participate in sharing Cardholder data among SERVICERS' Affiliates, other financial institutions, regulatory authorities, law enforcement agencies and any other Persons authorized by the Card Organization Rules and Applicable Law. In addition, SERVICERS may participate in sharing Cardholder data with any Card Organization or its designee at the request of that Card Organization.

17.5 CUSTOMER acknowledges that it will not obtain ownership rights in any information relating to and derived from Card transactions. Cardholder account numbers, personal information and other Card transaction information, including any databases containing such information, may not be sold or disclosed to a Person as an asset upon a bankruptcy, insolvency or failure of CUSTOMER'S business. Upon a bankruptcy, insolvency or failure of CUSTOMER'S business, all Card transaction information must be returned to SERVICERS or acceptable proof of the destruction of all Card transaction information must be provided to SERVICERS.

17.6 The obligations of confidentiality and restrictions on use in this Section shall not apply to any confidential information that: (i) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the party that received such confidential information; (ii) was received from a Person free of any obligation of confidence of the disclosing party and which Person, to the receiving party's knowledge, was not under an obligation to keep the information confidential; (iii) was already in the receiving party's possession prior to receipt from the disclosing party; (iv) is required to be disclosed by law, regulation or court order after giving the disclosing party as much advance notice as practical of the possibility of disclosure; or (v) is subsequently and independently developed by the receiving party's employees, consultants or agents without use of or reference to the disclosing party's confidential information.

17.7 Intentionally Omitted.

17.8 Except as specifically provided for herein, this Section does not confer any right, license, interest or title in, to or under SERVICERS' confidential information to CUSTOMER. Except as specifically provided for herein, no license is hereby granted to CUSTOMER under any patent, trademark, copyright, trade secret or other proprietary rights of SERVICERS, and CUSTOMER shall not assign to any Person the rights to use the Marks of SERVICER or it agents. All right, title, and interest in and to all intellectual property related to the Services (including, without limitation, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods), owned, developed or licensed by SERVICERS prior to, during the term of, or after the Agreement, or employed by SERVICERS in connection with the Services and any updates, changes, alterations or modifications to or derivative works from such intellectual property, shall be and remain, as among the parties, SERVICERS' exclusive property.

17.9 CUSTOMER agrees that SERVICERS may obtain relevant information from any applicable telecommunications provider utilized by CUSTOMER, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by CUSTOMER in connection with the Services.

17.10 Notwithstanding any contrary provisions in the controlling documents for any other accounts CUSTOMER has with BANK, BANK may share and exchange with BAMS and its respective Affiliates and agents information about CUSTOMER and those accounts in connection with the Services, and any services provided by TeleCheck Services, Inc., First Data Merchant ServicesCorporation, or any other SERVICERS of Services under this Agreement.

18. Examinations, Audits and Corrective Action.

18.1 SERVICERS' Rights. SERVICERS or their respective designees will have the right, during the term of this Agreement and for one (1) year thereafter, upon reasonable advance written notice and during normal business hours, to conduct a review of the books, records, operations and Merchant Equipment of CUSTOMER, Merchant Providers and CUSTOMER's other third party service providers to determine or to verify CUSTOMER's and their compliance with CUSTOMER's obligations under this Agreement.

18.2 Card Organization and Investigation. CUSTOMER will, upon reasonable prior written notice from SERVICERS and as directed by any Card Organization, permit any Person acceptable to that Card

Organization to examine and audit the records, operations and Merchant Systems relevant to such Card Organization. The scope, standards and frequency of the examinations and audits will be determined by the Card Organization requesting it. The results, including, but not limited to any written reports of such examinations and audits, must be made available to the Card Organization requesting it and SERVICERS. All expenses related to such examinations and audits will be paid by CUSTOMER.

18.3 Remediation. CUSTOMER must promptly take corrective action acceptable to SERVICERS and the Card Organizations to rectify (i) any failure to comply with this Agreement or any problem identified in any report, examination or audit that could reasonably be expected to have an adverse impact on SERVICERS, Issuers, Card Organizations or Cardholders and (ii) any control deficiencies identified in such report.

18.4 Regulatory Agencies. Notwithstanding anything to the contrary in Sections 17 (Confidentiality) and 20 (Information Security) of the Agreement, CUSTOMER agrees to provide reasonable access to Merchant Systems and CUSTOMER's facilities and records and those of Merchant Providers during normal business hours for examination purposes to any state or federal agencies with jurisdiction over SERVICERS or any Card Organization, upon SERVICERS' prior written request.

19. **Reserve Account; Security Interest; Set-Off.**

19.1 To the extent permitted under Applicable Law, CUSTOMER expressly authorizes SERVICERS to establish an account (the "**Reserve Account**") pursuant to the terms and conditions set forth in this Section 19. The initial amount of such Reserve Account shall be set by SERVICERS, in their sole discretion, based upon CUSTOMER processing history and the anticipated risk of loss to SERVICERS.

19.2 The Reserve Account shall be fully funded upon three (3) days' notice to CUSTOMER, or in instances of fraud or an Event of Default, Reserve Account funding may be immediate, whereupon notice of said establishment of the Reserve Account will occur within a commercially reasonable period of time after the occurrence. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debits to CUSTOMER's Settlement Account or any other accounts held by BANK or any of its Affiliates; (ii) one or more deductions or off sets to any payments otherwise due to CUSTOMER; (iii) CUSTOMER's delivery to SERVICERS of a letter of credit; or (iv) if SERVICERS so agree, CUSTOMER's pledge to SERVICERS of a freely transferable and negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to SERVICERS and shall be in a form satisfactory to SERVICERS. In addition to the foregoing methods of funding, CUSTOMER shall have the option of funding the Reserve Account in any manner which is mutually agreeable between CUSTOMER and SERVICERS. In the event of termination of this Agreement by either CUSTOMER or SERVICERS, an immediate Reserve Account may be established without notice in the manner provided above. Any Reserve Account will be held by BANK for the greater of ten (10) months after termination of this Agreement or for such longer period of time as is consistent with BANK's liability for Card transactions in accordance with Card Organization Rules. CUSTOMER's funds held in a reserve account may be held in a commingled Reserve Account for the reserve funds of BANK's customers, without involvement by an independent escrow agent. SERVICERS will hold funds pursuant to this Section 19 in master account(s) with your funds allocated to separate sub accounts. CUSTOMER will not at any time during the term of this Agreement, or until all amounts due under this Agreement have been paid in full, grant or pledge any security interest or lien in the Reserve Account to any Person without SERVICERS' consent. CUSTOMER acknowledges and agrees that Section 12.8 (Duty to Review Statements) and Section 12.9 (Duty to Notify Servicers of Discrepancies or Adjustments) shall apply with respect to the Reserve Account.

19.3 If CUSTOMER's funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees and other charges due from CUSTOMER, or if the funds in the Reserve Account have been released, CUSTOMER agrees to promptly pay SERVICERS such sums upon request. In the event of a failure by CUSTOMER to fund the Reserve Account, SERVICERS may fund such Reserve Account in the manner set forth in Subsection 19.2 above. CUSTOMER acknowledges and agrees that its failure to establish or maintain funds in the Reserve Account as required by SERVICERS hereunder shall be a material default of CUSTOMER under this Agreement.

19.4 To the extent permitted under Applicable Law, to secure CUSTOMER's performance of CUSTOMER's obligations under this Agreement, and any other agreement for the provision of related equipment or related service CUSTOMER grants SERVICERS security interests in each transaction and its proceeds, the Settlement Account, the Reserve Account (if any) and any other depository, reserve or bank account held by CUSTOMER with SERVICERS, the Settlement

Account at any other financial institution, whether now existing or established in the future, and in the balances and proceeds of all those accounts, any funds due CUSTOMER from SERVICERS and any of CUSTOMER's property held by SERVICERS and SERVICERS' respective Affiliates. SERVICERS may enforce these security interests without notice or demand to the extent permitted by the Card Organization Rules and Applicable Law. The security interests granted under this Agreement will survive the termination of this Agreement until all CUSTOMER's obligations are irrevocably paid and performed in full. In addition, CUSTOMER's assent to the terms of this Agreement will be considered CUSTOMER's agreement to obtain and execute an appropriate control agreement, pursuant to Article 9 of the Uniform Commercial Code, among CUSTOMER, SERVICERS and any other financial institution, under which agreement SERVICERS, CUSTOMER and that other financial institution agree to the disposition of funds in the Settlement Account, the Reserve Account or any other account or property subject to the security interest in this Agreement without further consent by CUSTOMER, provided that such agreement will not obligate CUSTOMER to pay additional fees to SERVICERS.

19.5 In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, SERVICERS are hereby authorized by CUSTOMER at any time and from time to time, without notice or demand to CUSTOMER or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of CUSTOMER's obligations to SERVICERS and their respective Affiliates under this Agreement and any other agreement with SERVICERS or any of SERVICERS' respective Affiliates for any related equipment or related services (including any check guarantee and check verification services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. CUSTOMER agrees to duly execute and deliver to SERVICERS such instruments and documents as SERVICERS may reasonably request to perfect and confirm the lien, security interest, right of set-off, recoupment and subordination set forth in this Agreement.

19.6 In the event that a Reserve Account is funded for any of the reasons specified above, Servicers shall conduct a Reserve Account Review on at least a quarterly basis to determine whether any adjustments should be made to the account, any such adjustment to be determined in Servicers' discretion and subject to the notice requirements set forth above in Section 19.2.

20. **Information Security.**

20.1 Data Protection. CUSTOMER must, and must ensure that Merchant Providers, have proper security measures in place for the protection of Cardholder data, and comply with the Data Security Standards adopted by the PCI Security Standards Council, LLC.(as amended, the "**PCI DSS**"), which may be reflected in the Visa Cardholder Information Security Program ("**CISP**"), the MasterCard Site Data Protection Program ("**SDP**") and Discover Network's Information and Security Compliance ("**DISC**"), in addition to all other Card Organization Rules, now or in the future. Additional information regarding the CISP, SDP programs and DISC is available at the Visa web site, www.visa.com/cisp, the MasterCard web site, www.mastercard.com/banksdp/, Discover Network's web site, www.DiscoverNetwork.com/fraudsecurity/disc.html, and at the PCI DSS web site: http://www.PCISecurityStandards.Org, as those links may be updated by such parties, respectively, from time to time. In addition, when available, CUSTOMER must use only services and Merchant Equipment that have been certified as PCI DSS compliant by the Card Organizations. CUSTOMER must have written agreements with Merchant Providers requiring such compliance. CUSTOMER is responsible for demonstrating CUSTOMER's and Merchant Providers' compliance with the CISP, SDP, DISC, and PCI DSS programs and providing SERVICERS or SERVICERS' designee with reasonable access to CUSTOMER's Locations and facilities, and ensuring that Merchant Providers provide reasonable access to their facilities, to verify CUSTOMER's and Merchant Providers' ability to prevent security violations.

20.2 Controls. CUSTOMER must, and must ensure that all Merchant Providers, have, maintain, and use at all times proper controls as specified in the Card Organization Rules and Applicable Law for secure storage of, limited access to, and rendering unreadable prior to discarding, all records containing Cardholder data, Card imprints and Cardholder signatures. CUSTOMER must not retain or store magnetic stripe or PIN data or Card Validation Codes after a transaction has been authorized. If CUSTOMER stores any electronically captured Cardholder signature, CUSTOMER may reproduce such signature only upon SERVICERS' request.

20.3 Costs. In addition to CUSTOMER's obligations as set forth in Sections 13 of Exhibit C Indemnity) and Section 12 of Exhibit C-1 (Fees; Adjustments; Collection of Amounts Due; Reconcilement) of this Agreement, if CUSTOMER or a Merchant Provider (or other Person used by CUSTOMER) is determined by any Card Organization, regardless of any forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of Cardholder data or Card transaction information (together, "Compromised Data Event") and regardless of CUSTOMER's belief that CUSTOMER has complied with the Card Organization Rules and Applicable Law or any other security precautions and is not responsible for the Compromised Data Event, CUSTOMER must promptly pay SERVICERS for all related expenses, claims,

assessments, fines, losses, costs, and penalties and Issuer reimbursements imposed by the Card Organizations against SERVICERS (together, "Data Compromise Losses"), provided that SERVICERS (1) have provided, in written form, all information and documentation supporting the assessment that the card brands provide; (2) make every attempt to ensure the card brands are following their rules and regulations regarding the assessment of fines and/or penalties related to a data compromise event; and (3) make every attempt to ensure any information used by the card brands to calculate the assessment is correct to the best of their knowledge.

20.4 Issuer Costs. In addition to CUSTOMER's obligations in Sections 13 of the Agreement (Indemnity) and 12(Fees; Adjustments; Collection of Amounts Due; Reconcilement) and Subsection 20.3 (Information Security - Costs) of this Agreement, CUSTOMER must pay SERVICERS promptly for all expenses and claims made by Issuers against SERVICERS alleging CUSTOMER's responsibility for the loss, disclosure, theft or compromise of Cardholder data or transaction data, apart from any claim procedures administered by the Card Organizations.

20.5 Compromised Data Event Appeals. If SERVICERS are allowed under the Card Organization Rules to contest or appeal any claim of an Issuer, or any amount assessed by a Card Organization against SERVICERS, which CUSTOMER is obligated to pay under this Section 20, CUSTOMER will be given the opportunity to advise whether CUSTOMER wishes SERVICERS to contest or appeal the claim, assessment, penalty or fine. The decision to contest or appeal will be in SERVICERS' reasonable discretion, and if CUSTOMER asks SERVICERS to contest or appeal, all related costs will be paid by CUSTOMER. Any amount returned to SERVICERS as a result of the contest or appeal will be promptly refunded to CUSTOMER.

20.6 Notice of Data Breach. CUSTOMER will (i) immediately notify SERVICERS of any suspected, alleged or confirmed Compromised Data Event, regardless of the source, including any from any Merchant Provider, and (ii) engage, at CUSTOMER's expense, a certified forensic vendor acceptable to SERVICERS and the Card Organizations no later than the time required by a Card Organization, which may be no longer than 24 hours following CUSTOMER's suspected or actual discovery of that Compromised Data Event. If required by a Card Organization, SERVICERS will engage a forensic vendor approved by a Card Organization at CUSTOMER's expense. CUSTOMER must cooperate with the forensic vendor so that it may immediately conduct an examination of Merchant Equipment, Merchant Systems, and CUSTOMER's and Merchant Providers' procedures and records and issue a written report of its findings. CUSTOMER agrees that upon CUSTOMER's suspected or actual discovery of a Compromised Data Event, CUSTOMER will not alter or destroy any related records. CUSTOMER agrees to maintain complete and accurate documentation regarding any modifications made to the records. CUSTOMER will share with SERVICERS information related to CUSTOMER's or any Card Organization's investigation related to any actual or suspected Compromised Data Event (including, but not limited to, forensic reports and systems audits), and SERVICERS may share that information with Card Organizations.

20.7 System Scans. Upon notice to CUSTOMER, SERVICERS or SERVICERS' respective representatives may conduct remote electronic scans of Merchant Systems, similar to those conducted under the PCI DSS, to confirm compliance with the requirements of the PCI DSS and similar requirements of the Card Organizations. CUSTOMER must promptly cooperate with SERVICERS to facilitate the scans.

20.8 Increased Fees for Non-Compliance. In addition to any other permitted action, if SERVICERS determine that CUSTOMER is not in compliance with any of the data security requirements imposed by this Agreement, the fees for authorizing and processing transactions under this Agreement may be increased by 25% (in addition to CUSTOMER's obligation to reimburse SERVICERS for any Data Compromise Losses and Issuer Costs) until such time as SERVICERS are satisfied that CUSTOMER has adequately corrected such noncompliance or CUSTOMER demonstrates that CUSTOMER has adequately corrected the noncompliance as evidenced by an independently produced report of compliance provided in accordance with Card Organization procedures.

20.9 SERVICER Requirements. SERVICERS must comply with all applicable Card Organization Rules, including without limitation, those related to PCI DSS. SERVICERS may in their sole discretion, suspend or terminate Services under this Agreement for any Compromised Data Event.

21. **Compliance with Applicable Law.** In performing its obligations under this Agreement, the parties agree to comply with all Applicable Law. To the extent that CUSTOMER'S obligations under this Agreement would cause CUSTOMER to violate any Applicable Law, CUSTOMER'S obligation to comply with such Applicable Law will prevail. CUSTOMER shall be solely responsible for (i) determining which laws and regulations apply to their activities under this Agreement and (ii) maintaining compliance with all Applicable Law. CUSTOMER further agrees to cooperate with, and to provide information requested by, any SERVICER as such SERVICER deems necessary to facilitate its compliance with all Applicable Law. CUSTOMER must not use the Services for transactions prohibited by Applicable Law or the Card Organization Rules, such as

those prohibited for alcoholic beverages, tobacco products, gambling, Internet gambling (for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., as may be amended from time to time), drugs, weapons, adult-content material, or adult web sites, services or entertainment.

22. Financial and Other Information.
To the extent CUSTOMER's financial statements are not publicly available, CUSTOMER agrees to provide SERVICERS with such annual and quarterly financial statements of CUSTOMER which CUSTOMER prepares in the ordinary course of business and in accordance with applicable state law. CUSTOMER will provide such statements to SERVICERS within one hundred twenty (120) days after the end of each fiscal year, in the case of annual financial statements, or within forty-five (45) days after the end of each quarter in the case of quarterly statements. Such financial statements shall be prepared in accordance with U.S. generally accepted accounting principles applicable to government entities. CUSTOMER also shall provide such other financial statements and other information concerning CUSTOMER's business and CUSTOMER's compliance with the terms and provisions of this Agreement as SERVICERS may reasonably request. CUSTOMER authorizes SERVICERS to obtain from third parties financial and credit information relating to CUSTOMER, as authorized under this Agreement. Such information will be used by SERVICERS in connection with their determination whether to accept this Agreement and their continuing evaluation of the financial and credit status of CUSTOMER. Pursuant to Applicable Law, including the USA PATRIOT Act, SERVICERS are obtaining information and will take necessary action to verify CUSTOMER's identity. Upon request, CUSTOMER shall provide to SERVICERS or their representatives or regulators reasonable access to CUSTOMER's facilities and records for the purpose of performing any inspection and/or copying of CUSTOMER's books and/or records deemed appropriate by SERVICERS.

23. Warranties; Limitation on Liability; Exclusion of Consequential Damages.
23.1 Disclaimer of Warranties. THIS AGREEMENT IS AN AGREEMENT FOR THE SERVICES AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICERS AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CUSTOMER OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.
23.2 Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SERVICERS' CUMULATIVE LIABILITY , IN THE AGGREGATE (INCLUSIVE OF ANY INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT, WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE AMOUNT OF FEES (OTHER THAN THIRD PARTY BASED FEES) RECEIVED BY SERVICERS PURSUANT TO THIS AGREEMENT FOR THE SERVICES IN THE IMMEDIATELY PRECEDING 12 MONTHS.
23.3 Exclusion of Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER SERVICER OR ITS AFFILIATES BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT PAYMENT OF ANY LIQUIDATED DAMAGES AS PROVIDED ELSEWHERE IN THIS AGREEMENT SHALL NOT BE PROHIBITED BY THIS PARAGRAPH.

24. **Independent Contractor; Subcontractors; Third Party Beneficiaries.** The parties are independent contractors. No party shall have any authority to bind any other party. SERVICERS may engage, subcontract with or use its Affiliates and/or other Persons (as hereinafter defined) to provide Services and perform any of its obligations under this Agreement. SERVICERS' respective Affiliates and any Persons used by SERVICERS in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as it was a party hereto. Except as expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any Person, any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this Agreement.

25. **Publicity.** Neither party will initiate publicity relating to this Agreement without the prior written approval of the other, except that either party may make disclosures required by legal, accounting or regulatory requirements. In no event will either party publicly disparage the other party.

26. **Force Majeure.** No party hereto shall be held responsible for any delays in or failure or suspension of service caused, directly or indirectly, by mechanical or power failure, computer malfunctions (including, without limitation, software, hardware and firmware malfunctions), failure, delay or error in clearing or processing a transaction through the ACH Network or Federal Reserve system, if applicable, the nonperformance, delay or error by a third party or in any other third party system (other than any Merchant Provider or Merchant Provider system) for any similar cause beyond the reasonable control of such party, including without limitation, 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 such party. The foregoing shall not apply with respect to CUSTOMER's obligation to make any payment due to SERVICERS pursuant to this Agreement.

27. **Choice of Law and Venue.** This Agreement will be governed by the laws respecting national banks and, to the extent not so covered, by the laws of the State of New Hampshire without regard to conflicts of law provisions. If any part of this Agreement is not enforceable, the remaining provisions still remain valid and enforceable. To the extent permitted under Applicable Law, the exclusive venue for any actions or claims arising under or related to this Agreement shall be in the courts of the State of New Hampshire, and each party submits to the jurisdiction of those courts in connection with such actions or claims.

28. **Intentionally omitted.**

29. Intentionally omitted.

30. **IRS Reporting Information.** Pursuant to Section 6050W of the Internal Revenue Code, merchant acquiring entities (like BANK) and third party settlement organizations are required to file an information return reflecting all payment card transactions and third party network transactions occurring in a calendar year. This requirement applies to returns for calendar years after December 31, 2010. Accordingly, CUSTOMER will receive a form 1099-k reporting CUSTOMER's gross transaction amounts for each prior calendar year, beginning with transactions processed in calendar year 2011.

In addition, amounts payable under Section 6050W are subject to backup withholding requirements. Payors are required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) the payee fails to provide the payee's taxpayer identification number (TIN) to the payor, or (b) if the IRS notifies the payor that the TIN (when matched with the name) provided by the payee is incorrect. Accordingly, to avoid backup withholding, it is very important that CUSTOMER provides BANK with the correct name and TIN that CUSTOMER uses when filing its income tax return that includes the transactions for CUSTOMER's business.

31. **Survival.** This Section 31; Sections 12-15 (inclusive), Section 17-20 (inclusive), Sections 22-25 (inclusive), and Sections 26-30 (inclusive) will survive termination of this Agreement.

32. **Card Organization Disclosure**
Member Bank Information: Bank of America, NA

The BANK's mailing address is 1231 Durrett Lane, Louisville, KY 40213
and its phone number is 800-430-7161.

Important Member Bank Responsibilities	Important Merchant Responsibilities
(a) The BANK is the only entity approved to extend acceptance of Visa and MasterCard products directly to a Merchant	(a) Ensure compliance with Cardholder data security and storage requirements.
(b) The BANK must be a principal (signer) to this Agreement.	(b) Maintain fraud and Chargebacks below Card Organization thresholds.
(c) The BANK is responsible for educating Merchants on pertinent Card Organization	(c) Review and understand the terms of the Agreement.

Rules with which Merchants must comply; but this information may be provided to CUSTOMER by BANK.

(d) The BANK is responsible for and must provide settlement funds to the CUSTOMER in accordance with the terms of this Agreement.

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

(d) Comply with Card Organization Rules.

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

The following terms shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

"Acquirer" means Bank, in the case of MasterCard, Visa and certain debit Card transactions, and Processor, in the case of Discover Card and DNP Card Types transactions.

"Affiliate" means a Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

"Agency" means a State of New Hampshire agency, division, office, department, bureau, commission or other entity performing a governmental or proprietary function for the State of New Hampshire.

"Agreement" means, collectively, this Agreement (including the Supplements) and the Operating Guide, as each may be amended from time to time.

"Applicable Law" means all federal, state and local statutes, ordinances, laws, regulations and executive, administrative and judicial orders applicable to this Agreement, the transactions or other matters contemplated under this Agreement (including, without limitation, the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury), and all amendments thereto.

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

"BAMS Software" means Software licensed to CUSTOMER by BAMS, including any third party Software BAMS sublicensed to CUSTOMER.

"BAMS Systems" means any and all Card-related information reporting, operating and processing systems used by BAMS or Persons on BAMS' behalf, including, without limitation, hardware, BAMS Software, related documentation, technical formats and specifications, technical and business information related to inventions, present and future products and product lines, intellectual property, know-how, and any other information that is identified as BAMS' systems, whether owned by BAMS or Persons used by BAMS.

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

"Business Day" means Monday through Friday, excluding Bank holidays.

"Card Validation Codes" means a three-digit value printed in the signature panel of most Cards and a four-digit value printed on the front of an American Express Card. Visa's Card Validation Code is known as CVV2; MasterCard's Card Validation Code is known as CVC2; Discover's Card Validation Code is known as a CID. Card Validation Codes are used to deter fraudulent use of an account number in a non face-to-face environment (e.g., mail orders, telephone orders and Internet orders).

"Claim" means any third party claim, demand, suit, action, cause of action or proceeding of any form, kind or nature (including contract claims and negligence and other tort claims).

"Credit Card" means a valid device bearing the Marks of Visa, MasterCard, Discover or a DNP Card Organization and authorizing the Cardholder to buy goods or services on credit and, to the extent the Supplements so provide, a valid device authorizing the Cardholder to buy goods or services on credit and issued by any other Card Organization specified on such Supplements.

"Credit Draft" means a document evidencing the return of merchandise by a Cardholder to CUSTOMER, or other refund or price adjustment made by the CUSTOMER to the Cardholder, whether electronic, paper or some other form, all of which must conform to Card Organization Rules and Applicable Law.

"Debit Card" - See either PIN Debit Card or Non-PIN Debit Card.

"Debit Network" means the telecommunications and processing system of a shared electronic funds transfer network.

"Discount Rate" means a percentage rate and/or amount charged a merchant for processing its qualifying daily Credit Card and Non-PIN Debit Card transactions, as further described in Subsection 12.1 of this Agreement and in the Fee Schedule. Transactions that fail to meet applicable interchange requirements will be charged additional amounts as set forth in Subsection 14.1 of this Agreement and the Fee Schedule.

"Electronic Benefits Transfer" ("EBT") means the electronic transfer of government benefit funds to individuals through the use of Card technology with point of sale terminals, as further described in the applicable Addenda.

"EBT Network" means a shared electronic funds transfer network that is used by its members to assist government agencies in the distribution of benefits to eligible Recipients, whether such benefits are for the delivery of services or the transfer of funds or information.

"Electronic Commerce Transaction" ("ECT") means a Card transaction that occurs on the Internet, as further described in Section 7.

"Fee Schedule" means the fee schedules provided with this Agreement, including, without limitation, Schedule A and any attachments thereto, and all additions or changes SERVICERS make to them, whether contained in updated versions or in separate communications.

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

"Issuer" means the Card Organization or its financial institution member that has provided a Card presented to CUSTOMER by a Cardholder for a Card transaction.

"Location" means a physical location, internet address, division, processing method or business activity for which (i) CUSTOMER has requested and SERVICERS have approved the assignment of a unique merchant account number or (ii) SERVICERS have otherwise determined a unique merchant account number is required and have assigned it.

"Losses" means any liability, obligation, loss, damage, judgment, settlement, cost or expense of any kind or nature (including attorneys' fees, expert witness fees and collection costs), regardless of whether suit is brought, and any assessment, fee or fine imposed by any Card Organization.

"Magnetic Stripe" means a stripe of magnetic information affixed to the back of a plastic Credit or Debit Card. The Magnetic Stripe contains essential Cardholder and account information.

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

"Merchant Equipment" means any and all equipment CUSTOMER uses in connection with Card authorization, clearing, completing, settling, transmitting or other related processing, including, without limitation, all telecommunication lines and wireless connections and Software (excluding BAMS Software), Purchased Equipment and Merchant Systems, Terminals, card readers, merchandise and card scanners, printers, PIN pad devices and other hardware, whether owned by CUSTOMER, Merchant Providers or other Persons used by CUSTOMER.

"Merchant Provider" means any Person engaged by CUSTOMER to provide services to CUSTOMER involving or relating to (i) access to Cardholder data, transaction data or information related to either Cardholder data or transaction data or (ii) PIN encryption, including without limitation, Encryption Service Organizations (ESOs). "Merchant Provider" also includes any corporate entity or franchisor that provides or controls a centralized or hosted network environment irrespective of whether Cardholder data is being stored, transmitted or processed through it.

"Merchant Systems" means any and all Card acceptance and processing systems used by CUSTOMER (except BAMS Systems), including, without limitation, Software (except BAMS Software), related documentation, technical formats and specifications, technical and business information related to inventions and present and future products and product lines, intellectual property, know-how, and any other information that is identified as CUSTOMER's systems, whether owned by CUSTOMER or Merchant Providers or other Persons used by CUSTOMER.

"Non-Agency" means any government entity, municipality or political subdivision (other than an Agency) located in the State of New Hampshire, such as a city, county, public university or other agency with separate statutory authority, or delegated authority from the State of New Hampshire, to procure services for itself.

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

"Operating Guide" means the then-current manual prepared by SERVICERS, containing operational procedures, instructions and other directives relating to Card transactions, as amended from time to time.

"PAN Truncation" means a procedure that results in only the last four digits of a Cardholder's account number appearing on the copy of a Sales Draft or Credit Draft that the CUSTOMER provides to the Cardholder and, as required by applicable law or Card Organization Rules, the Sales Draft or Credit Draft retained by the CUSTOMER.

"Person" means a third party individual or entity, other than the CUSTOMER or SERVICERS.

"PIN" means the Personal Identification Number used by a Cardholder to complete a PIN Debit Card transaction.

"PIN Debit Card" means a device bearing the Marks of ATM networks (such as NYCE or Star) used at a Location by means of a Cardholder-entered PIN in the merchant PIN Pad.

"Pre-Authorized Order" means any Card transaction permitted by this Agreement for which a Cardholder provides CUSTOMER advance permission to charge the Cardholder's Card for recurring sales, delayed delivery orders or other preauthorized orders.

"PURCHASED EQUIPMENT" MEANS ANY AND ALL MERCHANT EQUIPMENT SOLD TO CUSTOMER BY BAMS (OR ITS APPLICABLE AFFILIATE) PURSUANT TO THIS AGREEMENT OR ANY SUPPLEMENT.

"Resubmission" means a transaction that the CUSTOMER originally processed as a Store and Forward transaction but received a soft denial from the respective PIN Debit network or Card Organization. The resubmission transaction allows the merchant to attempt to obtain an approval for the soft denial, in which case CUSTOMER assumes the risk that the transaction fails.

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

"Settlement Account" means an account or accounts at a financial institution designated by CUSTOMER as the account to be debited and credited by SERVICERS for Card transactions, fees, Chargebacks and other amounts due hereunder or in connection herewith (e.g., fines, penalties, attorneys' fees, etc.).

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

"Store and Forward" means a transaction that has been authorized by a merchant when the merchant cannot obtain Authorization while the customer is present, typically due to a communications failure. The merchant will store the transaction electronically in their host system and retransmit the transaction when communications have been restored.

"Terminal" means a device placed in a Location which is connected to the BAMS Systems via telephone lines and is designed to authorize, record and transmit settlement data by electronic means for all sales Card transactions.

EXHIBIT D TRAINING

The Contractor shall provide the following Training Services:

Setup and Training. The Contractor shall provide training to Merchant personnel when setting up a new Merchant ID Number. This training shall include, but is not limited to, overview of PCI DSS requirements, and procedures for processing that minimize costs to the State.

Contractor shall provide within the first 12 months of the Effective Date: a minimum of two on-site training sessions to cover topics chosen by the State and a minimum of two additional training sessions in a format approved by the State (on-site, webinar etc). Topics may be recommended by the Contractor, but subject to the approval of the State. During each of the remaining years of the Initial Contract Term and any Extended Term(s), Contractor shall provide a minimum of four (4) training sessions in a format approved by the State. Topics may be suggested by the Contractor.

The Contractor shall provide all the proposed Services, materials, equipment, labor and training required to all offices and associated facilities throughout the State without geographical limitations.

Updates of Association Rules. The Contractor shall promptly notify the State Contract Manager of all changes to Association Rules. Contractor shall: provide all pertinent information needed to become PCI compliant, serve as the liaison between merchants and the various card Associations involved in the PCI, assist in the completion of all forms, and host conference calls and meetings as needed by the merchant.

Ongoing training and monitoring. Contractor shall provide periodic training to and monitor Merchants relative to their security, self-audits and processing. This ongoing training and monitoring shall include, without limitation, information relative to industry best practices and suggestions for improvement.

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

EXHIBIT E PARTICIPATION AGREEMENT

This PARTICIPATION AGREEMENT ("**Participation Agreement**") is entered into as of _____, 20__ by and among BANK OF AMERICA, NA ("**Bank**"), BANC OF AMERICA MERCHANT SERVICES, LLC ("**BAMS**" and, together with Bank and any other third party providers who enter into addenda to this Agreement in order to perform services hereunder, collectively, "**Servicers**"), and _____, a _____ of the State of New Hampshire ("**Non-Agency**"). Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement (as defined below).

WHEREAS, Servicers and the State of New Hampshire ("**Customer**") entered into a Agreement for Merchant Card Processing Services, effective as of _____, 20__ (together with any and all amendments, addenda and supplements thereto, collectively, the "**Agreement**"), for the provision of processing services regarding credit, debit and certain other Card transactions and other services as further described therein (collectively, "**Services**");

WHEREAS, the Agreement provides that the Services will be provided to any government entity, municipality or political subdivision (other than an Agency) located in the State of New Hampshire, such as a city, county, public university or other agency with separate statutory authority, or delegated authority from the State of New Hampshire, to procure services for itself, that enters into a Participation Agreement with Servicers and agrees to become a party to the Agreement; and

WHEREAS, Non-Agency desires to become a party to the Agreement and receive the Services as provided in and subject to the Agreement, as further specified in this Participation Agreement.

1. Participation Terms and Conditions.

   A. Non-Agency represents that it has received, reviewed and retained a true and correct copy of the Agreement. Non-Agency agrees to be bound by (i) the terms and conditions of the Agreement to the same extent as Customer (but only for Non-Agency's use of the Services) as provided therein, and (ii) the terms and conditions of this Participation Agreement. Non-Agency further agrees to abide by any decisions made by Customer on all matters involving the Agreement (including any amendments thereto), and acknowledges that amendments to the Agreement made in accordance with its terms will constitute amendments to this Participation Agreement.

   B. This Participation Agreement will remain in effect unless and until it is terminated in accordance with its terms or the Agreement is terminated, in which case this Participation Agreement will automatically terminate as of the effective date of termination of the Agreement. Servicers and Non-Agency may terminate this Participation Agreement for the same reasons such parties have to terminate the Agreement.

   C. Non-Agency agrees to pay in accordance with the terms of the Agreement, all fees charged by Servicers under the Agreement for the Services received by Non-Agency. Non-Agency will verify that it has established a Settlement Account separate from the Settlement Accounts of Customer, other Agencies and other Non-Agencies.

   D. Non-Agency agrees that Servicers may share certain information with Customer, on an as-needed basis in accordance with Applicable Law and the Card Organization Rules, regarding the Services provided to Non-Agency in order for Servicers to carry out the program established by Customer and Servicers with respect to the provision of Services to Non-Agency.

2. Notices.

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

   Non-Agency Name: _____

   Street Address: _____

   City, State, Zip: _____

   Recipient/Title for Notices: _____

   Facsimile Number: _____

   Email Address: _____

   Taxpayer ID Number: _____

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

C. Routine notices given by Servicers to Non-Agency, such as transaction details, changes in terms required by systems updates or Card Organization changes and the like, may be delivered by electronic mail to the address provided by Non-Agency above.

3. General.

A. This Participation Agreement and the Agreement contain the entire understanding of the parties and supersedes any and all previous discussions, proposals or agreements, if any, by and among the parties with respect to the subject matter hereof.

B. This Participation Agreement may be amended for the same reasons and in the same manner as the Agreement; provided however, that no amendment to this Participation Agreement may be signed by Non-Agency unless also approved in writing by Customer.

C. This Participation Agreement is binding upon Servicers and Non-Agency and their respective successors and assigns. Non-Agency may not assign or transfer this Participation Agreement, in whole or in part, without the written consent of Servicers and Customer.

D. To the extent the terms of the Agreement directly conflict with the terms of this Participation Agreement, the terms of this Participation Agreement shall control.

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

_____
("NON-AGENCY")

By:_____

Name:_____

Title:_____

Date:_____

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

By Banc of America Merchant Services, LLC
pursuant to a limited power of attorney

By:_____

Name:_____

Title:_____

Date:_____

BANK OF AMERICA MERCHANT SERVICES, LLC
("BAMS")

By:_____

Name:_____

Title:_____

Date:_____

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

EXHIBIT F

PAYPOINT SERVICES ADDENDUM TO AGREEMENT

THIS PAYPOINT SERVICES ADDENDUM ("**PayPoint Addendum**") is among the State of New Hampshire ("**Customer**"); Banc of America Merchant Services, LLC ("**BAMS**"); and Bank of America, N.A. ("**Bank**") (collectively BAMS and Bank are the "**Servicers**"); and supplements the Agreement for Merchant Card Processing Services ("Agreement") **Agreement** between Customer and BAMS.

1. **Definitions.** Capitalized terms used but not defined in this PayPoint Addendum are defined in the Agreement.

2. **PayPoint Services.** BAMS will provide Customer with a payment administration solution ("*PayPoint Services*") that allows Customer to use an internet based gateway ("*PayPoint Gateway*") to manage consumer ("*Consumer*") payments and payment transaction data initiated and submitted via in-person, point-of-sale, payment kiosk, web based applications, customer representative assisted calls or interactive voice response ("*IVR*") channels. The PayPoint Services are provided to Customer by BAMS and not Bank. Bank is not a party to this PayPoint Addendum insofar as it applies to the PayPoint Services, and Bank is not liable to Customer in any way with respect to the PayPoint Services. For the purposes of this PayPoint Addendum, the words "we", "our" and "us" refer only to the BAMS and not the Bank.

2.1 Functionality. The PayPoint Services will enable Customer to (i) consolidate payment output files with the PayPoint Services posting file(s); (ii) review Consumer payment reporting; (iii) perform detailed Consumer payment research related to status, date tracking, time tracking, successful or negative payment results and payment reconciliation; (iv) review Consumer payment authorization and return processing information; (v) perform Consumer payment void and refund processing; (vi) track Consumer payment chargeback and settlement activity; (vii) apply notes to specific Consumer payments or transactions; (viii) process, single, recurring or ad hoc Consumer payments; (ix) set-up, access and manage multiple, individual Consumer accounts; and (x) add certain Customer personalization (e.g., Customer specific logo, color theme and/or text) to Customer's website and/or IVR (defined below), if hosted or provided by BAMS.

2.2 Payment Types Supported. The PayPoint Services will enable Customer to support (i) personal and business electronic check ("*eCheck*") payments; (ii) credit card payments for card associations identified by BAMS from time-to-time; (iii) debit card payments (signature, PIN based or PINless) on the STAR®, PULSE® and NYCE® networks; (iv) Automated Clearing House payments using TEL, WEB, CCD and PPD entry classes as defined under the National Automated Clearing House Association ("*NACHA*") rules and guidelines, as amended from time to time ("*Rules*"). For eCheck payments that are processed in connection with services provided separately by TeleCheck Services, Inc. (or such other provider offering the necessary functionality), the PayPoint Services will reject payments that (A) display routing and transit number ("*MICR Line*") information indicating the check corresponds to a government or payroll check, or a check writer's account (1) on which the check writer's bank indicates checks may not be written, (2) that may not be settled via the Automated Clearing House ("*ACH*") network, (3) that is not a domestic United States demand deposit account, or (4) for which MICR Line errors may not be systemically resolved through automatic processing (i.e., for which no notification of change information is available through the banking systems or ACH network); or (B) exceed a processing limit of $20,000,000.

2.3 Fraud Detection. The PayPoint Services provide fraud detection functionality that includes (i) address verification and CVV2 code validation for credit cards; (ii) transaction limit monitoring; and (iii) duplicate payment detection.

2.4 Convenience Fees. The PayPoint Services will support payment data management for fixed and percentage based convenience fees that are assessed and collected by Customer, including the ability to track the primary payment and convenience fee as separate transactions or as a single integrated transaction. The PayPoint Services do not process settlement of convenience fees as part of the Customer's convenience fee program; rather, the PayPoint Services enable tracking and management of convenience fee data submitted with other payment data received from a Customer that assesses and collects convenience fees. Customer is solely responsible for complying with applicable law, the card association rules and NACHA rules related to its implementation and collection of convenience fees.

2.5 Application Programming Interfaces and Integration. The PayPoint Services will integrate with Customer's existing payment processing services via (i) real time integration of Customer's front end website with the PayPoint Services application programming interface; (ii) XML batch integration; or (iii) the Front-End Solution described in Section 2.6 below. Customer must implement any upgrades to the PayPoint Services within a commercially reasonable period of time after receiving the updates.

2.6 Hosting; Marks. The PayPoint Gateway is hosted through BAMS. Upon Customer's election, BAMS will also provide Customer with a front-end solution ("*Front-End Solution*") that is integrated with the PayPoint Services that includes (i) ready-made, personalizable website and/or interactive voice response ("*IVR*") services, and (ii) a toolkit for the Customer to manage its web-site personalization. If Customer elects to use the PayPoint Services' Front-End Solution, Customer may also customize it to include Customer's Marks (defined below) on the website. Customer is responsible for providing the Marks to BAMS that Customer would like included in a customized Front-End Solution; and, in connection therewith, grants BAMS a non-exclusive, revocable license during the term of this PayPoint Addendum to use the Marks provided by Customer in connection with creation of a customized Front-End Solution. Customer represents and warrants that it owns or has obtained the necessary licenses or rights for BAMS to display or use all Marks provided by Customer when creating a customized Front-End Solution or otherwise using such marks in connection with Customer's use of the PayPoint Services.

3. **Payment Processing Obligations**. Customer will submit all payments initiated by Consumers using the PayPoint Gateway and BAMS's computer systems according to documentation provided by BAMS from time-to-time (BAMS's computer systems and documentation are the "*BAMS System*"). Customer will provide all transaction data, Personal Information (defined below), related information and instructions (collectively "*Payment Data*") necessary for BAMS to perform the PayPoint Services. Unless another entity is acting as the "Originator" (as defined in the NACHA Rules) on Customer's behalf in connection with ACH Payments, Customer will be the Originator for any ACH Payments that Customer submits for processing. BAMS will be a "Third Party Processor" (as defined in the NACHA Rules) and will facilitate processing ACH Payments submitted by Customer by transmitting ACH files among each appropriate Originating Depository Financial Institutions (each an "*ODFI*") and Receiving Depository Financial Institution (each an "*RDFI*") (both as defined in the NACHA Rules). Customer assumes all responsibilities and liabilities under the NACHA Rules for ACH Payments it submits for processing; and will assume all liability for the amount of any ACH Payment that is rejected for insufficient funds. Customer assumes all responsibilities and liabilities under applicable association rules or regulations related to processing its Consumer's credit card payments. Customer will be solely responsible for ensuring the validity, accuracy and completeness of all Payment Data. BAMS WILL RELY UPON AND USE PAYMENT DATA SUBMITTED BY CUSTOMER WITHOUT FURTHER VERIFICATION IN ORDER TO PROVIDE THE PAYPOINT SERVICES. BAMS will have no responsibility or liability for any error, omission, delay, failure to meet any processing timelines or accurately perform any of the PayPoint Services due to Customer (or its Consumers) submitting inaccurate, incomplete or untimely Payment Data, or failing to perform its settlement obligations.

4. **Settlement Obligations**. The PayPoint Services constitute a Consumer payment administrative application and are not a payment processing application. Customer is solely responsible for all settlement obligations and settlement fees that arise in connection with the underlying processing of any and all Consumer payments that are administered using the PayPoint Services. Customer waives its right to assert any defense, set-off or counterclaim against BAMS for any settlement obligation or liability that arises in connection with Customer's or its Consumer's use of the PayPoint Services or the PayPoint Gateway. Customer is solely responsible for all liability associated with any Consumer payment that is rejected for insufficient funds.

5. **Information Security**. Each party is responsible for: (i) the security of non-public or personally identifiable information ("*Personal Information*") on the systems under its control or that is obtained through its respective provision or use of the Services; and (ii) data security issues arising from its systems, or directly resulting from its use of third party vendors or subcontractors, if any, in connection with the Services. Each party will maintain commercially reasonable information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information (collectively, a "*Security Incident*").

6. **Term; Termination.**

6.1 Term. The term of this PayPoint Addendum will commence on its Effective Date, will extend for the Term of the Agreement.

6.2 Termination For Breach; Insolvency. Either party may terminate this PayPoint Addendum if the other: (a) breaches a material representation, warranty, term, condition or obligation, and fails to cure such breach within 30 days after receiving written notice of such breach; or (b)(i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its general inability to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition agreement with or for the benefit of its creditors; (iii) files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors; (iv) seeks or consents to the appointment of an administrator, receiver, custodian, or similar official for the wind up of its business; or (v) becomes the subject of an involuntary petition

in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or composition for the benefit of creditors, and such proceeding is not dismissed or stayed within 30 days.

6.3 Termination for Non-Performance. BAMS may terminate this PayPoint Addendum immediately if (i) Customer's performance of its obligations or use of the PayPoint Services violates applicable Legal Requirements (defined below); (ii) Customer fails to provide any data or take any action in connection with payment processing required under this PayPoint Addendum 5 times in any calendar month or 12 times in any calendar year; (iii) it reasonably determines that a material adverse change has occurred in Customer's financial condition, or that such a change is reasonably likely to occur; (iv) Customer fails to pay any past due amount within 5 days of demand therefor; or (v) Customer fails to comply with its settlement obligations for payments administered using PayPoint Services.

6.4 Suspension. BAMS may, with as much notice as is commercially practicable, suspend all or a portion of the PayPoint Services immediately if (i) Customer materially breaches this Addendum; (ii) BAMS reasonably determines that Customer is using the PayPoint Services for any fraudulent, illegal or unauthorized purpose; (iii) BAMS reasonably determines that other questionable activity related to data security is occurring in connection with Customer's use of the PayPoint Services; or (iv) as required by applicable Legal Requirements.

6.5 Effect of Termination, Suspension. Termination of this PayPoint Addendum or suspension of the PayPoint Services will not affect BAMS' right to recover any amounts for which Customer is liable or obligated hereunder. Termination will not affect Customer's responsibility to pay any amount for which it is liable or obligated in connection with the PayPoint Services provided under this PayPoint Addendum.

7. Fees; Payment of Fees.

7.1 Fees. The fees ("Fees") for the PayPoint Services are set forth in Exhibit B (Schedule A).

7.2 Payment of Fees. All Fees shall be due and payable according to the parameters set forth in Exhibit B. BAMS may suspend the PayPoint Services during any period in which Customer's account is delinquent. BAMS may offset delinquent amounts from any amount it owes to Customer; and, further, may terminate this PayPoint Addendum immediately upon written notice to Customer if it fails to pay BAMS in full within five (5) days of demand for payment of any delinquent amount(s). Continuing PayPoint Services during any period when Customer's account is delinquent will not constitute a waiver of BAMS' rights related to suspension of the PayPoint Services or termination of this PayPoint Addendum.

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

9. Intellectual Property.

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

9.2 Use of Marks. Except as specifically provided for in this PayPoint Addendum, neither party will use any trademark, service mark, trade name or other proprietary designation (collectively, "*Marks*") owned, licensed or registered by the other party without prior written consent. Neither party will use or reference the other's Marks in any manner that

disparages or portrays the other in a negative light. Neither party may alter, modify, or change the other's Marks in any way. A breach of the terms of this Section related to the use of a party's Marks will cause irreparable harm such that the non-breaching party will not have an adequate remedy at law and, in addition to any other rights or remedies available at law or in equity, will be entitled to seek injunctive relief against the breaching party (without posting a bond or other security).

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

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

EXHIBIT G

GLOBAL GATEWAY e4 SERVICES ADDENDUM TO AGREEMENT

THIS GLOBAL GATEWAY e4 SERVICES ADDENDUM is among BANC OF AMERICA MERCHANT SERVICES, LLC ("**BAMS**"); and State of New Hampshire ("**Customer**"); and supplements the Agreement for Merchant Card Processing ("**Agreement**") between Customer and BAMS.

BAMS AND CUSTOMER AGREE:

1. **Definitions.** Capitalized terms used but not defined in this GGe4 Addendum are defined in the Agreement.

2. **Global Gateway e4 Services.**

2.1 Services. BAMS will provide Customer with an electronic gateway messenger system ("*GGe4 Services*") that allows Customer to manage Card transaction information being transmitted when processing Customer's payment transactions, and includes the following functionality: (i) a web-based application programming interface ("*API*") that allows third-party applications to process transactions through the GGe4 Services system and supports a range of processing functions (e.g., purchase, refund, pre-authorization functions) and further allows Customer to implement custom business logic to manage these functions; (ii) a securely hosted web payment form (a "*Payment Page*") designed to accept Internet-based eCommerce transactions, redirecting the consumer to a payment form hosted by the gateway that uses a "Checkout" button on Customer's website to submit payment posting requests to a designated URL and displays payment acceptance details and authentication information on the Customer's website, the appearance of which and payment options displayed may be configured by Customer using an online management interface provided by BAMS; and (iii) a real-time payment manager ("*RPM*") hosted application that is able to turn any Internet connected personal computer with a standard web browser into a point of sale device to process retail and MO/TO payments, allowing Customer's employees to input payment transactions in a MO/TO, call center or back office environment, or to swipe Cards in a retail point of sale environment. Receipts for RPM processed transactions are provided, and can be printed or emailed to the cardholder. RPM is also a centralized administrative tool through which Customer may access its GGe4 Services account (i.e., user administration, gateway reporting, and hosted payment page configurations).

2.2 Provider. The GGe4 Services are provided to Customer by BAMS and not Bank. Bank is not a party to this GGe4 Addendum insofar as it applies to the GGe4 Services, and Bank is not liable to Customer in any way with respect to the GGe4 Services. For the purposes of this GGe4 Addendum, the term "Servicers" in the Agreement refers only to BAMS and not the Bank.

3. **GGe4 Services Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS GGe4 ADDENDUM, THE GGe4 SERVICES ARE PROVIDED "AS IS" AND BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE GGe4 SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, NON-INFRINGEMENT OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED.

4. **Fees.** Payment of fees for the GGe4 Services, in addition to the fees for processing transactions related to the GGE4 Services, will be as set forth in Exhibit B (Schedule A)

5. **Sublicense; Intellectual Property; Representations and Warranties.**

5.1 Software License; Use Restrictions. BAMS hereby grants Customer a royalty free, non-exclusive, nontransferable, revocable, limited license to use the software (including Updates, as defined below, "*Software*") and documentation that BAMS, its affiliates or partners involved in provision of the GGe4 Services, provides to Customer during the term of this GGe4 Addendum for the sole and limited purpose of submitting payment transactions to BAMS for processing using the GGe4 Services; all subject to the terms of this GGe4 Addendum and the Agreement. Customer may only use the GGe4 Services in connection with the processing services Customer receives under the Agreement. Customer has no right, title or interest in or to the GGe4 Services, any related software, materials, documentation, or derivative works thereof; and nothing in this GGe4 Addendum or the Agreement assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by estoppel or otherwise). Any and all right, title or interests associated with the GGe4 Services that are not expressly granted by BAMS within this GGe4

Addendum are expressly withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the GGe4 Services. Customer will not file any action, in any forum, challenging ownership of the GGe4 Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this GGe4 Addendum and the Agreement, and BAMS may immediately suspend or terminate Customer's use of the GGe4 Services, this GGe4 Addendum or the Agreement in the event of such breach.

5.2 Customer will not, and will not permit others to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the GGe4 Services or any portion thereof; (ii) copy, modify, enhance, translate, supplement, create derivative works from, reverse engineer, decompile or otherwise reduce to human-readable form the GGe4 Services or any portion thereof; (iii) use altered versions of the GGe4 Services or portion thereof; (iv) use, operate or combine the GGe4 Services or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with this GGe4 Addendum or the Agreement; or (v), other that intended by its nature, use the GGe4 Services, or any portion thereof, as a standalone or non-integrated program. Customer will not permit others to access the GGe4 Services, any related software, materials or documentation, or derivative works thereof. Customer will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS' or other third parties' proprietary interests in the GGe4 Services.

5.3 BAMS reserves the right to alter, immediately suspend or upon notice terminate the GGe4 Services in the event Customer violates the terms of this GGe4 Addendum, the Agreement or if BAMS terminates any agreement with third parties that are involved in providing the GGe4 Services, or BAMS is otherwise unable to continue to provide the GGe4 Services.

5.4 Software Updates. From time to time BAMS may release updates ("*Updates*") to the Software, which must be installed and integrated with Customer's systems within 30 days of receipt of such Updates. Customer acknowledges that failure to install Updates in a timely fashion may impair the functionality of the GGe4 Services, and associated Services provided under the Agreement and accessed through the GGe4 Services. BAMS will have no liability for Customer's failure to properly install the most current version of the Software or any Update, and will have no obligation to provide support or services for outdated versions of the Software.

5.5 Software Return/Destruction. Upon termination or expiration of this GGe4 Addendum, all licenses granted hereunder will immediately terminate and Customer will either return or destroy the Software, certifying such destruction in writing to BAMS.

6. **Termination.** In addition to the termination rights set forth in the Agreement, this GGe4 Addendum will automatically terminate upon any termination or expiration of the Agreement.

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

EXHIBIT H

TRANSARMOR SERVICES ADDENDUM TO AGREEMENT

THIS TRANSARMOR SERVICE ADDENDUM ("**TransArmor Addendum**is among State of New Hampshire ("**Customer**"); Banc of America Merchant Services, LLC ("**BAMS**"); and Bank of America, N.A. ("**Bank**") (collectively BAMS and Bank are the "**Servicers**"); and supplements the Agreement for Merchant Card Processing Services ("**Agreement**") between Customer and BAMS.

1. **Definitions.** Capitalized terms used but not defined in this TransArmor Addendum are defined in the Agreement.

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

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

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

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

   BAMS will indemnify and hold Customer harmless from direct damages, including third party claims, resulting from BAMS' breach of the TransArmor Limited Warranty; provided, in no event will BAMS' cumulative liability for its breach of the TransArmor Limited Warranty exceed the lesser of (i) the limitation of liability set forth in the Agreement or (ii) $100,000. The indemnity obligation set forth in the preceding sentence is Customer's express and sole remedy for BAMS' breach of the TransArmor Limited Warranty. BAMS will not be liable under any theory at law or in equity for any special, indirect,

incidental, consequential (including lost profits, revenue or business opportunities), exemplary or punitive damages in connection with a breach of the TransArmor Limited Warranty, regardless of whether such damages were foreseeable or Customer was advised of the possibility of such damages. The TransArmor Limited Warranty is void if Customer (a) fails to comply with the Operating Guide for the tokenization process, the terms of this TransArmor Addendum or the Agreement, or (b) is grossly negligent or engage in willful misconduct with respect to the tokenization process or use of a Token. The TransArmor Limited Warranty and BAMS' indemnity obligations and limitations related to it are independent of the parties' data security or confidentiality obligations set forth in the Agreement.

4. **Fees.** Fees and the payment of fees for the TransArmor Services will be as set forth in the Exhibit B (Schedule A).

5. **TransArmor Services Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE TRANSARMOR SERVICES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT BY THE TRANSARMOR SERVICES OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED AS SET FORTH IN THIS ADDENDUM AND THE Agreement.

6. **Intellectual Property.** BAMS grants to Customer a non-transferable, non-assignable, non-exclusive, revocable sub-license during the term of this TransArmor Addendum to use the TransArmor Services, and the associated trademarks or service marks identified in the Operating Guide, within the United States and subject to the terms of this TransArmor Addendum and the Agreement. Customer has no right, title or interest in or to the TransArmor Services, any related software, materials, documentation, or derivative works thereof; and nothing in this TransArmor Addendum or the Agreement assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by implication, estoppel or otherwise); and any rights associated with the TransArmor Services that are not expressly granted by BAMS within this TransArmor Addendum are withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the TransArmor Services. Customer will not file any action, in any forum, challenging ownership of the TransArmor Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this TransArmor Addendum and the Agreement, and BAMS may immediately suspend or terminate Customer's use of the TransArmor Services, this TransArmor Addendum or the Agreement in the event of such breach.

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

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

EXHIBIT I

CYBERSOURCE SERVICES ADDENDUM TO AGREEMENT

THIS CYBERSOURCE SERVICES ADDENDUM supplements the Agreement for Merchant Card Processing Services Agreement ("Agreement") among State of New Hampshire ("**Customer**"), Banc of America Merchant Services, LLC ("**BAMS**") and Bank of America, N.A. ("**Bank**") (collectively BAMS and Bank are the "**Servicers**"), to include the CyberSource Services (defined below).

1. **Definitions. Capitalized terms used but not defined in this Addendum are defined in the Agreement.**

2. **CyberSource Services.**

2.1 CyberSource services ("CyberSource Services") provide a internet-based non-enterprise eCommerce payment processing gateway solution that allows Customer to (i) submit transaction data and obtain authorization and settlement processing for Card transactions utilizing credit card, debit card and purchase card payment methods; (ii) filter transaction data using automated functions; (iii) process future dated payments, reauthorization, partial authorizations, reversals and rebilling transactions; (iv) enable multiple, pre-integrated shopping cart functions; (v) submit batch payment transaction files for processing; (vi) integrate the payment gateway with third party payment software packages that are identified by BAMS from time-to-time; and (vii) design and obtain reporting using multiple user-defined data fields.

2.2 Provider. The CyberSource Services are provided to Customer by BAMS and not Bank. Bank is not a party to this Addendum insofar as it applies to the CyberSource Services, and Customer acknowledges that Bank is not liable to Customer in any way with respect to the CyberSource Services.

3. **CyberSource Services Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, THE CYBERSOURCE SERVICES ARE PROVIDED "AS IS" AND BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE CYBERSOURCE SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, NON-INFRINGEMENT OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED.

4. **Fees.** Payment of fees for the CyberSource Services and fees for processing transactions related to the CyberSource Services are described in Exhibit B ; provided, only those fees for the CyberSource Services option (Option A or Option B on Exhibit B selected by Customer will be applicable).

5. **Sublicense; Intellectual Property; Representations and Warranties.**

5.1 BAMS grants to Customer a non-transferable, non-assignable, non-exclusive, limited, royalty-free, revocable sub-license during the term of this Addendum to use the CyberSource Services and the associated documentation, trademarks or service marks identified in the Operating Procedures; all subject to the terms of this Addendum and the Agreement. Customer may only use the CyberSource Services in connection with the processing services Customer receives under the Agreement. Customer has no right, title or interest in or to the CyberSource Services, any related software, materials, documentation, or derivative works thereof; and nothing in this Addendum or the Agreement

assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by estoppel or otherwise). Any and all right, title or interests associated with the CyberSource Services that are not expressly granted by BAMS within this Addendum are expressly withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the CyberSource Services. Customer will not file any action, in any forum, challenging ownership of the CyberSource Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this Addendum and the Agreement, and BAMS may immediately suspend or terminate Customer use of the CyberSource Services, this Addendum or the Agreement in the event of such breach.

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

5.3 BAMS reserves the right to alter, immediately suspend or upon notice terminate the CyberSource Services in the event Customer violates the terms of this Addendum, the Agreement or BAMS terminates any agreement with third parties that are involved in providing the CyberSource Services, or BAMS is otherwise unable to continue to provide the CyberSource Services.

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

EXHIBIT J

MOBILEPAY SERVICES ADDENDUM TO AGREEMENT

THIS MOBILEPAY SERVICES ADDENDUM (**"MobilePay Addendum"**) is among State of New Hampshire (**"Customer"**); Banc of America Merchant Services, LLC (**"BAMS"**); and the member bank identified in the Agreement for Merchant Card Processing Services ("Agreement") (**"Bank"**) (collectively BAMS and Bank are the **"Servicers"**); and supplements the Agreement between Customer and BAMS.

1. **Definitions.** Capitalized terms used but not defined in this MobilePay Addendum are defined in the Agreement.

2. **MobilePay Services.** The MobilePay Services (defined below) are provided in connection with the Wireless Services BAMS provides under the Agreement. The MobilePay Services will provide Customer with access to a mobile payment gateway that enables Customer to use a Wireless Services compatible, web-enabled mobile device with a data plan and web browser capable of processing XHTML Mobile Profile pages in order to: (a) log onto a secure website application, (b) enter certain consumer credit card transaction information for which it is prompted, (c) submit the transaction information to BAMS for processing, (d) receive an authorization or decline message for transactions submitted to BAMS for processing, (e) receive an electronic receipt for authorized transactions; and (f) send such electronic receipt to the consumer e-mail address(es) after the transaction is complete (collectively, the **"MobilePay Services"**). The MobilePay Services are for Customer's internal business use only and apply only to Card transactions that Customer sends to BAMS for authorization and settlement pursuant to this MobilePay Addendum and the Agreement.

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

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

4. **Fees.** See Exhibit B (Schedule A).

5. **MobilePay Services Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE MOBILEPAY SERVICES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT BY THE MOBILEPAY SERVICES OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED AS SET FORTH IN THIS ADDENDUM AND THE Agreement.

6. **Intellectual Property.** BAMS grants to Customer a non-transferable, non-assignable, non-exclusive, revocable sub-license during the term of this MobilePay Addendum to use the MobilePay Services, and the associated trademarks or service marks identified in the Operating Guide, within the United States and subject to the terms of this MobilePay Addendum and the Agreement. Customer has no right, title or interest in or to the MobilePay Services, any related software, materials, documentation, or derivative works thereof; and nothing in this MobilePay Addendum or the Agreement assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by implication, estoppel or otherwise). Any rights associated with the MobilePay Services that are not expressly granted by BAMS within this MobilePay Addendum are withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the MobilePay Services. Customer will not file any action, in any forum, challenging ownership of the MobilePay Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this MobilePay Addendum and the Agreement, and BAMS may immediately suspend or terminate Customer's use of the MobilePay Services, this MobilePay Addendum or the Agreement in the event of such breach.

   Customer will not, and will not permit others to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the MobilePay Services or any portion thereof; (ii) copy, modify, enhance, translate, supplement, create derivative works from, reverse engineer, decompile or otherwise reduce to human-readable form the MobilePay Services or any portion thereof; (iii) use altered versions of the MobilePay Service or portion thereof; (iv) use, operate or combine the MobilePay Service or any related software, materials or documentation, or any derivative works thereof with other products, materials or services in a manner inconsistent with this MobilePay Addendum or the Agreement; or (v) use the

MobilePay Services, or any portion thereof, as a standalone or non-integrated program. Customer will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS' or other third parties' (if any) proprietary interest in the MobilePay Services.

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

EXHIBIT K

SKIPJACK SERVICES ADDENDUM TO AGREEMENT

THIS SKIPJACK SERVICE ADDENDUM ("Addendum") supplements the Master Services Agreement ("Agreement") among State of New Hampshire ("**Customer**"); Banc of America Merchant Services, LLC ("**BAMS**"); and Bank of America, N.A. ("**Bank**") (collectively BAMS and Bank are the "**Servicers**").

1. **Definitions.** Capitalized terms used but not defined in this Addendum are defined in the Agreement.

2. **SkipJack Services.**

2.1 SkipJack services provide an eCommerce payment processing gateway solution that allows Customer to (i) submit transaction data and obtain authorization and settlement processing for credit card, debit card and purchase card Card transactions; (ii) enable transaction data automated filtering functions; (iii) process future dated payments, reauthorization, partial authorizations and reversals, rebilling, and reversals; (iv) use multiple, pre-integrated shopping cart functions; (v) submit batch payment transaction files for processing; (vi) integrate the payment gateway with third party payment software packages that are identified by BAMS from time to time (e.g., QuickBooks); (vii) design and obtain reporting using multiple user-defined data fields; and (viii) enable email reporting notifications (collectively, the "SkipJack Services").

2.2 The SkipJack Services are provided to Customer by BAMS and not Bank. Bank is not a party to this Addendum insofar as it applies to the SkipJack Services, and Bank is not liable to Customer in any way with respect to the SkipJack Services.

3. **SkipJack Services Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS ADDENDUM, THE SKIPJACK SERVICES ARE PROVIDED "AS IS" AND BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE SKIPJACK SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, NON-INFRINGEMENT OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED.

4. **Fees. See Exhibit B (Schedule A).**

5. **Sublicense; Intellectual Property.**

5.1 BAMS grants to Customer a non-transferable, non-assignable, non-exclusive, limited, revocable sub-license during the term of this Addendum to use the SkipJack Services and the associated documentation, trademarks or service marks identified in the Operating Procedures; all subject to the terms of this Addendum and the Agreement. Customer may only use the SkipJack Services in connection with the processing services Customer receives under the Agreement. Customer has no right, title or interest in or to the SkipJack Services, any related software, materials, documentation, or derivative works thereof; and nothing in this Addendum or the Agreement assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by implication, estoppel or otherwise). Any and all right, title or interests associated with the SkipJack Services that are not expressly granted by BAMS within this Addendum are expressly withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the SkipJack Services. Customer will not file any action, in any forum, challenging ownership of the SkipJack Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this Addendum and the Agreement, and BAMS may immediately suspend or terminate Customer's use of the SkipJack Services, this Addendum or the Agreement in the event of such breach.

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

5.3 BAMS reserves the right to alter, immediately suspend or upon notice terminate the SkipJack Services in the event Customer violates the terms of this Addendum, the Agreement or BAMS terminate any agreement with third parties that are involved in providing the SkipJack Services, or BAMS is otherwise unable to continue to provide the SkipJack Services.

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

EXHIBIT L

Gift Card Processing Addendum

THIS Gift Card Processing ADDENDUM ("Addendum") supplements the Agreement ("Agreement") among State of New Hampshire ("**Client**"); Banc of America Merchant Services, LLC ("**BAMS**"); and Bank of America, N.A. ("**Bank**") (collectively BAMS and Bank are the "**Processor**").

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

2.
a) "ACH" means the Automated Clearing House system.
b) "Affiliated Issuer(s)" means each Client Affiliate and/or franchisee that enters into an Affiliated Issuer Agreement, in the form required and provided by Processor.
c) "Database" means the database on which Gift Card Data for each Gift Card issued under the Program is maintained.
d) "Designated Location" means any store or other place of business (including a direct marketing program or Internet site), located in the U.S.A., and at or through which Client issues Gift Cards and/or processes transactions using Gift Cards issued under the Program. Designated Locations include any help desk or IVR through which transactions are processed under the Program.
e) "Enhanced Features" means the additional program functionality offered to Client pursuant to the Enhanced Features set-up form.
f) "Gift Card" means an encoded device that accesses Gift Card Data maintained in the Database.
g) "Gift Card Data" means the current value and record of transactions corresponding to each Gift Card issued under the Program.
h) "Gift Card Equipment" means any POS Terminal, software or other similar telecommunications equipment that has been programmed and certified to Processor's specifications in order to transmit Gift Card Data and process online transactions under the Program.
i) "Gift Card Holder" means any person in possession of or that uses a Gift Card.
j) "Gift Card Number" means the identifying number of a Gift Card.
k) "Gift Card Production Company" means a company selected and retained by Processor to produce Gift Cards and provide related products or services for the Program.
l) "IVR" means an automated Interactive Voice Response system accessed via a toll-free telephone number.
m) "POS Terminal" means an electronic Point-Of-Sale terminal placed in a Designated Location which is connected to Processor's system via telephone lines and is designed to swipe Gift Cards.
n) "Program" means Client's program pursuant to which Client issues Gift Cards to Gift Card Holders and Processor provides the Services to enable such Gift Card Holders to use such Gift Cards to purchase goods and services at Designated Locations.
o) "Services" means the services provided by Processor in connection with the Program as further described in this Agreement.

3. Services. Processor agrees to provide the Services set forth below in connection with the Program.

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

b) Processor shall establish and maintain Gift Card Data on the Database.

c) Processor shall provide Client and its Affiliated Issuers with the capability to process selected transactions under the Program through Gift Card Equipment at Designated Locations.

d) Upon receipt of transaction information from a Designated Location by the Database, Processor will compare the proposed transaction amount with the account balance maintained on the Database corresponding to the Gift Card or Gift Card Number that was presented at the Designated Location. If the account balance is greater than or equal to the amount of the proposed transaction, Processor will authorize the transaction. If the account balance is less than the amount of the proposed transaction, Processor will decline the transaction. If Client's Gift Card Equipment supports "split tender," and the account balance is less than the amount of the proposed transaction, Processor will authorize the transaction for the amount of the account balance, and return a message and/or receipt to the Gift Card Equipment showing the remaining amount of the transaction to be collected by Client. Client understands and

agrees that an Authorization by Processor only indicates the availability of sufficient value on a Gift Card account at the time of Authorization and does not warrant that the person presenting the Gift Card or Gift Card Number is authorized to use such Gift Card or Gift Card Number.

e) Processor shall provide an IVR, twenty-four (24) hours per day, seven (7) days per week, through which Client and Gift Card Holders may obtain Gift Card balances.

f) Processor shall provide a Gift Card product support help desk through which Client may process selected non-financial transactions under the Program. Support is currently available Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time (excluding holidays). The hours and days of support are subject to change at any time; provided that (i) Processor will provide advance notice of any change in the hours and days; and (ii) the total number of hours shall not be less than 40 in any regular work week (excluding holidays).

g) Processor will provide Client with Gift Card transaction reports, accessible by Client through a designated Internet site. Processor will maintain reports on the Internet site for Client's use for a period of six (6) months. Processor may, in its discretion, provide additional or custom reports or report formats, as may be requested by Client from time to time, at a fee to be determined by Processor.

h) Client will at all times own all right, title and interest in and to all Gift Card Data generated under the Program. During the term, Processor will retain the Gift Card Data for each Gift Card on the Database for a period of twenty-four (24) months following the date that the account balance reaches zero. Thereafter, during the term, Processor may remove the Gift Card Data from the Database and archive such Gift Card Data in any manner determined by Processor in its reasonable business judgment. Notwithstanding the foregoing, within ninety (90) days of Client's written request, during the first twelve (12) months following the expiration or termination of the Gift Card Services, Processor will compile a data report of the Gift Card Data stored in the Database, in Processor's standard format, at a fee to be determined by Processor. Processor shall deliver Client's Gift Card Data to Client in a mutually agreeable format. Processor shall have no obligations with respect to Client's Gift Card Data following delivery to Client.

i) Client may choose additional Enhanced Features from time to time pursuant to the Enhanced Features set-up form and Client expressly authorizes Processor, and Processor agrees, to provide Services with respect to Gift Cards sold and activated by third party distributors. As between Processor and Client, Client shall be responsible for any acts or omissions of each third party distributor in connection with the sale or activation of any Cards. Client and Processor agree that Processor shall not be deemed to have failed to provide Services outlined herein with respect to any Card sold and activated by any third party distributor, including through any Designated Location, to the extent any such failure by Processor is caused in whole or in part by any failure of any third party distributor or Client to provide to Processor information regarding the sale and activation of such Card that is accurate, complete, timely and formatted in accordance with Processor's instructions and specifications in all respects. Additional fees and charges may apply, including separate third party fees, for any Enhanced Features chosen by Client. Client may only work with Processor approved third party distributors.

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

a) Client will accept for processing any transaction initiated by one of its customers using a Gift Card pursuant to the Services without discrimination with regard to the customer who initiated the transaction.

b) Client will securely maintain all transaction records and other records required by law or regulation to be maintained in connection with the operation of the Gift Card Equipment or the Program. Client will download and securely store any and all Gift Card transaction reports for future reference. In the event that Client needs a report for a period past such six (6) months, Processor may provide such requested report to Client at a fee to be determined by Processor.

c) Client will make its personnel and records available to Processor, its agents and contractors, all within such time and in such forms or manner as may be reasonably necessary to enable Processor to perform the Services promptly and in an efficient manner.

d) Client shall be responsible, at its sole cost and expense, for the sale and other distribution of Gift Cards to Gift Card Holders and for any marketing or advertising of the Program.

e) Client shall obtain, operate and maintain, at its sole cost and expense, all Gift Card Equipment required to enable Client and Affiliated Issuers to electronically transmit Gift Card Data in accordance with Processor's specifications from all Designated Locations to the Database.

f) Client is solely responsible for obtaining Authorization in advance of each transaction. Client is solely responsible for any losses it may incur in conducting transactions when an Authorization is not obtained, including, without limitation, transactions conducted when

the Database or the Gift Card Equipment is not in service. Client assumes all risk of erroneous or fraudulently obtained Authorizations, unless such erroneous or fraudulently obtained Authorization is caused directly by Processor. Client understands and agrees that an Authorization by Processor only indicates the availability of sufficient value on a Gift Card account at the time of Authorization and does not warrant that the person presenting the Gift Card or Gift Card Number is authorized to use such Gift Card or Gift Card Number. Client is responsible for the accuracy of all data transmitted by it for processing by Processor.

g) Client shall be responsible for accessing and comparing the reports supplied by Processor to its own records and promptly notifying Processor of any necessary adjustments to Gift Card accounts. Client acknowledges that Processor will make adjustments to Gift Card accounts pursuant to Client's instructions, and Processor shall have no liability for any errors to Gift Card accounts that are made in accordance with Client's instructions.

h) Client shall comply and shall ensure that all Affiliated Issuers comply with all laws and regulations applicable to the Program. Client acknowledges and agrees that it is solely responsible for interpreting all laws and regulations applicable to the Program, for monitoring changes in laws and regulations applicable to the Program, and for determining the requirements for compliance with laws and regulations applicable to the Program. Processor shall be entitled to rely upon and use any and all information and instructions provided by Client for use in performing the Services, and Processor shall have no liability whatsoever for any noncompliance of such information or instructions with laws or regulations.

i) As between Client and Processor, Client shall bear all risk related to the loss or theft of, alteration or damage to, or fraudulent, improper or unauthorized use of any Gift Card, Gift Card Number or PIN: (i) in the case of Gift Cards ordered through Processor, upon delivery of such Gift Cards to Client or Client's Designated Location, as applicable, and (ii) in the case of Gift Cards obtained by Client from a Person or Gift Cards which Client requests to be delivered in a pre-activated state, whether such loss occurs before or after delivery of such Gift Cards to Client or Client's Designated Location.

j) Processor and Client agree that during the term: (i) Processor will be the sole and exclusive provider of the Services to Client and its Affiliated Issuers; and (ii) Client will not directly or indirectly either itself or through a Person, offer or promote any other proprietary, closed network, online Gift Card or similar access device.

k) Client may allow Affiliated Issuers to participate in the Program; provided, however that (i) Client shall be responsible for ensuring that all Affiliated Issuers comply with the terms and conditions of this Agreement and the separate Affiliated Issuer Agreement, and (ii) Client shall be jointly and severally liable for all fees and other amounts payable to Processor in connection with any activities of Affiliated Issuers related to this Agreement, including but not limited to Gift Card transactions.

l) Client is responsible for any settlement of funds among Affiliated Issuers and Designated Locations.

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

6. Term and Termination.

a) This Agreement shall begin upon the Effective Date and shall continue pursuant to the Term of the Agreement.

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

c) If (i) the Gift Card Services are terminated for any reason other than Processor's material breach prior to the expiration of the Initial Term, or (ii) Client suspends or terminates the Program prior to the expiration of the Initial Term except as provided for in Section 5 (a) (iv), nothing in this subsection shall prohibit or limit Processor's right to recover damages or any other amounts due and owing Processor in the

event that the Gift Card Services are terminated by Processor due to a breach by Client or shall be deemed to waive or otherwise limit Client's obligations under this Agreement.

d) If requested by Client, Processor may, in its sole and absolute discretion, continue to provide the Services for all previously issued and unexpired (if applicable) Gift Cards for up to twelve (12) months following the termination of the Gift Card Services; provided, however, that Processor shall not activate any new Gift Cards after the effective date of termination. Processor's obligation to provide continuing Services after termination is contingent upon Client's agreement to pay for such Services and to conduct its operations in accordance with the terms of this Agreement, and Processor may require advance payment for some portion or all of the estimated cost of such Services to be provided after termination.

e) Termination of the Gift Card Services shall not affect Client's obligation (including any obligation incurred by an Affiliated Issuer) to pay for services rendered or obligations due or owing under this Agreement prior to termination.

f) The provisions of Sections 3 (f), (g), (h), (i), (k) and (l), and Sections 4, 5 (a), 5 (b), 5(c), and 6 hereof shall survive any termination of this Agreement.

7. Indemnification.

Processor shall indemnify and hold harmless Client and its directors, officers, employees, agents and Affiliate Issuers from and against any and all third party Claims to the extent that any such Claim is caused by or arises out of: (i) any failure of Processor to comply with any law or regulation applicable to the Program; or (ii) any error in the Database, unless the error is caused by incorrect information submitted by Client or is otherwise made in accordance with Client's instructions.

8. Patents, Copyrights, Intellectual Property, etc. Client shall have no interest whatsoever, including copyright interests, franchise interests, license interests, patent rights, property rights or other interest in the Services provided hereunder. These provisions are not to be construed as granting to Client any patent rights or patent license in any patent, which may be obtained in respect of the Services. Artwork created by Processor on behalf of Client remains the property of Processor. Client retains ownership of any artwork supplied to Processor.

9. Limitation of Liability; Disclaimer of Warranties. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, PROCESSOR'S' CUMULATIVE AGGREGATE LIABILITY FOR ANY LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES ARISING OUT OF RELATED TO THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CLIENT AND, IN ANY EVENT, SHALL NOT EXCEED THE LESSER OF (I) THE AMOUNT OF FEES PAID TO PROCESSOR BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THAT THE LIABILITY ARISES, OR (II) TWENTY THOUSAND DOLLARS ($20,000).

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Banc of America Merchant Services, LLC is a New Hampshire limited liability company formed on October 13, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of September, A.D. 2013

William M. Gardner
Secretary of State

Banc of America Merchant Services, LLC

Secretary's Certificate

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

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

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

Name	**Signature**
Edward F. Sykes	Edward F. Sykes

IN WITNESS WHEREOF, I have signed this Secretary's Certificate on September 4, 2013

By: JoAnn Carlton
JoAnn Carlton, Secretary

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2013

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

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

PRODUCER
Willis Ins Serv of Atlanta Inc
One Glentake Parkway, 11th Fl
Atlanta GA 30328

CONTACT NAME: Heather Folsom
PHONE (A/C, No, Ext): 404-224-5000 FAX (A/C, No): 404-224-5001
E-MAIL ADDRESS: heather.folsom@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE Property & Casualty Insurance C	
INSURER B : National Union Fire Insurance Co of	47326
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FIRSDAT
Banc of America Merchant Services, LLC
5565 Glenridge Connector NE, GH-13
Atlanta, GA 30342-1335

COVERAGES CERTIFICATE NUMBER: 1207853567 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			9645234	1/1/2013	1/1/2014	EACH OCCURRENCE	$1000000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1000000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10000
							PERSONAL & ADV INJURY	$1000000
							GENERAL AGGREGATE	$3000000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3000000
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			XOOG27049217	1/1/2013	1/1/2014	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $ 10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

First Data Services LLC is explicitly included as a named insured in the above referenced insurance policy.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
25 Capitol Street, room 120
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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