Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Room 120 Concord, NH 03301	
1.3 Contractor Name VeriFone, Inc.		1.4 Contractor Address 88 West Plumeria Drive, San Jose, CA 95134	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date May 3, 2019	1.8 Price Limitation $620,000.00
1.9 Contracting Officer for State Agency Lisa Pollard		1.10 State Agency Telephone Number (603) 271-7272	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Albert Liu Executive Vice President of Corporate Development & General Counsel	
1.13 Acknowledgement: State of , County of On , 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 [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature Date: 4/19/16		1.15 Name and Title of State Agency Signatory Joseph Bouchard Assistant 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) *(if applicable)* By: On: 4/20/16			
1.18 Approval by the Governor and Executive Council *(if applicable)* By: DEPUTY SECRETARY OF STATE MAY 04 2016			

See Attached

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials _____
Date 4/12/2016

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.

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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.

Contractor Initials _____
Date 4/12/2016

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor Initials _____

Date 4/12/2016

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On 4/12/2016 before me, L. Morgenroth
(insert name and title of the officer)

personally appeared Albert Liu,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. MORGENROTH
Commission # 2064298
Notary Public - California
Santa Clara County
My Comm. Expires Apr 12, 2018

Signature L. Morgenroth (Seal)

EXHIBIT A

POINT SERVICE MERCHANT AGREEMENT

This Point Service Merchant Agreement ("**Agreement**") is being entered into upon approval by New Hampshire Governor and Executive Council (the "**Effective Date**") by and between the merchant identified below ("**Merchant**" or "State") and VeriFone, Inc. ("**VeriFone**" or "Contractor") regarding VeriFone's Point Service. All references to Exhibits A and B herein shall mean Exhibits A and B attached hereto and incorporated herein by this reference.

1. SCOPE

(a) Point Service. VeriFone shall provide Merchant with the Point service as described in Exhibit A (the "**Point Service**"). The Point Service includes those services and software as set forth in the Exhibit A hereto (the "**Services**" and "**Software**" respectively), which may be bundled with one or more VeriFone payment devices, provided on a rental basis, as set forth in Exhibit A (the "**Devices**"). Merchant acknowledges that VeriFone has contracted with third parties for certain Services and Devices being provided hereunder, as specified in Exhibit A (each, a "**Third Party Product**" or "**Third Party Service**", respectively).

(b) Supported VeriFone Devices. The Point Service is currently supported on certain VeriFone payment devices, as designated by VeriFone from time to time. Merchant may only use the Point Service with such VeriFone payment devices. VeriFone reserves the right to remove a VeriFone payment device from the list of supported VeriFone payment devices (including in the event VeriFone elects to end of life such VeriFone payment device). If Merchant is procuring the Point Service that includes a Device rental, VeriFone shall provide such Device to Merchant as set forth in Exhibit A. Otherwise, Merchant is responsible for separately procuring such VeriFone payment devices from VeriFone or a VeriFone reseller.

(c) License or Service Term. The Point Service is provided to Merchant for each VeriFone payment device for the license term or service term set forth in Exhibit A.

2. FEES; PAYMENT

(a) Fees. Merchant agrees to pay the fees for the Point Service as set forth in Exhibit B for the term of the Agreement.

(b) Payment. (i) If Merchant is paying by electronic payment card or ACH, the terms for payment are set forth in Exhibit B. (ii) If Merchant is being invoiced, payment terms for all invoiced amounts will be thirty (30) days from receipt of invoice as long as the account is current. (iii) All payments shall be in U.S. dollars, unless a different currency is specified in Exhibit A.

(c) Taxes; Failure to Pay. Not Applicable.

3. LICENSES

(a) Hosted Point Services. Subject to the conditions of this Agreement, and Merchant's payment of the applicable fees, VeriFone hereby grants to Merchant a limited, non-exclusive, non- transferable, non-sublicensable right and license, during the applicable license or service term set forth in the Exhibit A (i) to access and use the Hosted Point Services set forth in Exhibit A solely for Merchant's internal business purposes, (ii) to execute, download and display the features, functions and graphical interface components of Hosted Point Services to communicate, transfer and collect data; and (iii) to display, download, print and reproduce any documentation provided by VeriFone as reasonably required for the use of the Point Service. VeriFone may modify the Hosted Point Services from time to time in its reasonable discretion, provided that such modifications shall not materially diminish the functionality thereof.

(b) VeriFone conducts routine maintenance to the Hosted Point Services. Maintenance is generally scheduled during time periods when overall end user online activity is limited. VeriFone reserves the right to shut down the Hosted Point Services with no notice should emergency maintenance become necessary. VeriFone reserves the right to remove any user from the Hosted Point Services should VeriFone determine, in its sole discretion, that the Hosted Point Services have been compromised or in any way used inappropriately. In extreme cases, where a user has compromised the security of the Hosted Point Services or otherwise acted in a malicious or damaging manner, removal may occur immediately without prior notification.

(c) Software. If Exhibit A includes any Software, this Section 3(c) shall apply. Subject to the terms and conditions of this Agreement, and Merchant's payment of the applicable fees, VeriFone hereby grants to Merchant a limited, non-exclusive, non-transferable, non-sublicensable right and license, solely for Merchant's internal business purposes in the United States during the applicable license or service term set forth in Exhibit A: (i) to use the Software (in object code form only) on the applicable VeriFone payment device; and (ii) to use any related documentation provided by VeriFone for use with the Software. Additional license terms for certain Software may be set forth in Exhibit A.

(d) Restrictions. Merchant shall have no right to market, distribute, sell, assign, pledge, sublicense, lease, deliver or otherwise transfer the Point Service, any component thereof, including without limitation the Software, to any third party. Merchant shall not reverse engineer, decompile, disassemble, translate, modify, alter or create any derivative works based upon the Software, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Software, without the prior express written consent of VeriFone. Merchant shall not remove from the Devices or the Software, or alter, any of trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Devices or the Software, without the prior express written consent of VeriFone.

(e) Ownership. Merchant acknowledges that the Point Service (including the Devices, Software, Services and any related documentation) and any intellectual property rights relating to or residing therein, including the proprietary electronics, software and technical information of VeriFone therein (the "**Proprietary Materials**"), are proprietary products of VeriFone and that ownership of all patents, copyrights, trade secrets, trademarks, trade names, mask work rights and other proprietary rights relating to or residing therein shall remain with VeriFone. Except for the license rights set forth in this Section 3 or Exhibit A, Merchant shall have no right, title or interest therein. VeriFone reserves all rights in the Proprietary Materials and any other VeriFone intellectual property not expressly granted herein. Merchant shall promptly notify VeriFone of any actual or threatened misappropriation or infringement of VeriFone's or its suppliers' proprietary rights which comes to Merchant's attention.

(f) Derived Data. For Services where VeriFone is collecting or processing transaction data for Merchant, Merchant acknowledges that VeriFone may collect and share with partners data from Merchant's transactions, with any sharing in aggregate and anonymous form only (for statistical and other purposes); however, such data shall not include any "cardholder data" under Payment Card Industry Security Standard's Council rules, any of Merchant's or a customer's personally identifiable information, Merchant's or a customer's personal financial information or any other data that VeriFone may be prohibited from collecting or sharing under applicable privacy laws. Merchant agrees that VeriFone may use such data for purposes of data analytics and optimizing or otherwise enhancing its products and services. VeriFone will comply with all applicable laws and regulations with respect to any use, sharing and dissemination of this data. In accordance with VeriFone's use of derived data, VeriFone reserves the right to anonymously track and report Merchant's activity inside of the Point Service components. This paragraph shall survive any expiration or termination of this Agreement.

4. WARRANTIES; DISCLAIMERS

(a) Warranties. Verifone Warrants that (i) the Point Service shall conform to the description thereof set forth in Exhibit A in all material respects, and (ii) VeriFone shall comply with all applicable federal and state laws in its performance of the Point Service. Additional warranties may be set forth in Exhibit A.

(b) Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE POINT SERVICE IS PROVIDED "AS IS." VERIFONE DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. VERIFONE DOES NOT WARRANT THAT THE POINT SERVICE, OR ANY COMPONENT THEREOF, WILL MEET THE REQUIREMENTS OF MERCHANT OR THAT THE OPERATION OF THE POINT SERVICE, OR ANY COMPONENT THEREOF, WILL BE UNINTERRUPTED OR ERROR FREE. MERCHANT ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCES DOES VERIFONE REPRESENT OR WARRANT THAT ALL ERRORS IN ANY SOFTWARE CAN BE REMEDIED. VERIFONE SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS. NO ADVICE OR INFORMATION OBTAINED BY MERCHANT FROM VERIFONE OR FROM ANY OTHER THIRD PARTY ABOUT THE POINT SERVICE SHALL CREATE ANY WARRANTY.

5. INFRINGEMENT INDEMNITY

(a) Indemnity. Subject to the provisions of this Section 5 and Section 6 below, VeriFone shall at its expense defend any action against Merchant to the extent such action is based on a claim that the Point Service, or a component thereof, infringes a United States patent, copyright, trademark, or trade secret and VeriFone shall pay those damages and costs awarded against Merchant in such action which are attributable to such claim, provided that Merchant notifies VeriFone promptly in writing of such action, Merchant gives VeriFone sole control of the defense thereof (and any negotiations for settlement or compromise thereof), and Merchant cooperates in the defense thereof at VeriFone's expense. If the Point Service, or a component thereof, becomes, or in VeriFone's opinion is likely to become, the subject of a claim of infringement (the "**Infringing Item**"), then Merchant shall permit VeriFone, at its option and expense, either to (i) procure the right to continue using the Infringing Item, or (ii) replace or modify the Infringing Item so that they become non-infringing. If options (i) or (ii) are not commercially reasonable options for VeriFone, then either party may terminate this Agreement upon written notice to the other party, in which event Merchant's obligation to pay the recurring fees hereunder shall terminate. Merchant shall not incur any costs or expenses for the account of VeriFone under or pursuant to this Section 5 without VeriFone's prior express written consent. THE FOREGOING STATES THE ENTIRE LIABILITY OF VERIFONE FOR INFRINGEMENT CLAIMS AND ACTIONS RELATED TO THE POINT SERVICE, OR ANY COMPONENT THEREOF.

(a) Exceptions. VeriFone shall have no liability to Merchant under this Section 5 or otherwise for any action or claim alleging infringement based upon (1) any use of the Point Service, or a component thereof, in a manner other than as specified by VeriFone in this Agreement; (2) any use of the Point Service in combination with other services, equipment, devices, software, systems or data not supplied by VeriFone (including without limitation any software produced by Merchant for use with the Point Service, if any); (3) any alteration, modification or customization of the Point Service, or a component thereof, by any person other than VeriFone (including without limitation Merchant), or (4) any failure to install an update to the Software provided by VeriFone within a commercially reasonable time after the update is made available by VeriFone to Merchant.

6. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT TO THE EXTENT PROHIBITED BY LAW, VERIFONE SHALL HAVE NO LIABILITY TO MERCHANT OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS OR REVENUE, GOODWILL OR SAVINGS, DOWNTIME, OR DAMAGE TO, LOSS OF OR REPLACEMENT OF DATA OR TRANSACTIONS, COST OF PROCUREMENT OF SUBSTITUTE SERVICES) RELATING IN ANY MANNER TO THE POINT SERVICE (WHETHER ARISING FROM CLAIMS BASED IN WARRANTY, CONTRACT, TORT OR OTHERWISE), EVEN IF VERIFONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGE; (B) IN ANY CASE, VERIFONE'S ENTIRE LIABILITY RELATING IN ANY MANNER TO THE POINT SERVICE, REGARDLESS OF THE FORM OR NATURE OF THE CLAIM, SHALL BE LIMITED IN THE AGGREGATE TO THE FEES ACTUALLY PAID BY MERCHANT FOR THE POINT SERVICE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE CLAIM ARISING; AND (C) VERIFONE SHALL NOT BE LIABLE FOR ANY CLAIMS OF THIRD PARTIES RELATING TO THE POINT SERVICE. THE LIMITATIONS ON VERIFONE'S LIABILITY SET FORTH IN CLAUSES "(B)" AND "(C)" OF THIS SECTION 6 SHALL NOT APPLY TO VERIFONE'S OBLIGATIONS UNDER SECTION 5 ABOVE OR LIABILITY FOR DEATH, PERSONAL INJURY OF A PHYSICAL NATURE OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY VERIFONE'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE LIMITATIONS CONTAINED IN SECTIONS 4 AND 5 ABOVE AND THIS SECTION 6 ARE A FUNDAMENTAL PART OF THE BASIS OF VERIFONE'S BARGAIN HEREUNDER, AND VERIFONE WOULD NOT PROVIDE THE POINT SERVICE TO MERCHANT ABSENT SUCH LIMITATIONS.

7. TERM; TERMINATION

(a) Term. This Agreement shall commence on the Effective Date and remain in effect for three (3) years.

(b) Termination. VeriFone may terminate this Agreement (i) upon thirty (30) days written notice to Merchant if Merchant breaches any of the terms in this Agreement, which breach or failure is not cured within such 30-day period, (ii) upon written notice in the event of any termination of Merchant's business or (iii) upon ninety (90) days' notice to Merchant if VeriFone ceases to offer the Point Solution to its customers generally. Merchant may terminate this Agreement upon thirty (30) days written notice to VeriFone if VeriFone breaches any of the terms of this Agreement, which breach is not cured within such 30-day period. VeriFone shall have the right to terminate any Third Party Services that may be included in the Point Service at any time upon written notice to Merchant if VeriFone's agreement with its product supplier or service provider terminates. Upon any such termination, the parties may agree to adjust the pricing to reflect the termination of such Third Party Services.

(c) Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, Merchant may no longer place orders for the Point Service. Additional terms regarding expiration or termination are set forth in Exhibit A.

(d) Certificate. Upon termination of Merchant's right to use the Software under this Agreement, at VeriFone's request, Merchant shall provide VeriFone a certificate certifying that Merchant has ceased all use of the Software on VeriFone payment devices, signed by an authorized representative of Merchant.

(e) Survival. Notwithstanding anything to the contrary contained in this Agreement, Sections 2 (until all fees are paid), 3(d), 4(b), 5, 6, 7(c), 7(d), 7(e), 8, 9, and 10, as well as any provisions in Exhibit A regarding effect of expiration or termination of this Agreement, shall survive any expiration or termination of this Agreement.

8. **FOREIGN CORRUPT PRACTICES ACT.** Merchant shall ensure that Merchant's subsidiaries, owners, officers, directors, employees, partners, subcontractors, agents and representatives (collectively, "**Merchant Representatives**"), fully comply with all applicable anti- corruption and anti-bribery laws and regulations in connection with this Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act (the "**FCPA**"), as may be amended from time to time. Without limiting the generality of the foregoing obligation, Merchant specifically understand and agree that Merchant shall not, and shall take reasonable measures to assure that Merchant Representatives shall not, make, authorize, offer or promise to make or give any money or any other thing of value, directly or indirectly, to any government official or employee, political party or candidate for political office, or any other person for the purpose of securing any improper or unfair advantage or obtaining or retaining business in connection with the activities contemplated hereunder. Any breach or violation of any provision contained in this Section 8 shall be grounds for immediate termination of this Agreement by VeriFone. Merchant represents and warrants that Merchant has not committed and Merchant has no information, reason to believe, or knowledge of any Merchant Representative having committed or intending to commit, any violation of the FCPA or any act or omission which could cause VeriFone to be in violation of the FCPA with respect to any activities related to this Agreement or the business of VeriFone.

9. **EXPORT CONTROL LAWS.** Merchant acknowledges that Point Service is designed for use in the United States only and components of the Point Service are subject to the export control laws of the United States. Accordingly, Merchant shall not use or export any component of the Point Service outside of the United States (as used herein, the "United States" excludes all territories of the United States, including Puerto Rico and Guam). In connection with VeriFone's policies to assure compliance with U.S. export control laws and regulations, including embargoes and sanctions, as well as the laws and regulations of countries in which VeriFone products, technology and/or software are sold, Merchant agrees that the following terms and conditions shall apply to VeriFone's sale of the Point Service to Merchant:

(a) Merchant agrees to abide by all applicable U.S. export control laws and regulations for the Point Service. Without limiting the generality of the foregoing:

(i) Merchant, on behalf of itself and Merchant Representatives, represents and warrants that Merchant/they will not use, export or re-export, sell, re-sell, license, distribute, make available or transfer or cause or facilitate the transfer of any component of the Point Service, including any component or part thereof, directly or indirectly to: (x) Cuba, Iran, North Korea, Sudan, or Syria, or any other country for which the U.S. maintains an export embargo or other economic sanctions; or (y) any individual or entity listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Commerce Department's Table of Denial Orders or any other denied parties, as such lists may be updated from time to time; and

(ii) Merchant and Merchant Representatives will not use, export or re-export, sell, re-sell, divert or otherwise transfer the Point Service, including any component or part thereof, for use in activities that involve the development, production, use or stockpiling of nuclear activities of any kind, chemical or biological weapons or missiles, unmanned aerial vehicles, or microprocessors for military use, or any terrorist activities, nor use the Point Service, including any component or part thereof, in any facilities that

are engaged in activities relating to such weapons or applications.

(b) Merchant represents and warrants that Merchant has the appropriate policies and procedures in place to ensure compliance with the foregoing, including, without limitation, the prohibition of any re-export of any component of the Point Service to countries subject to a U.S. trade embargo. Such measures shall include, at a minimum, accurate recordkeeping, and are subject to VeriFone's audit rights that may be exercised from time to time by VeriFone in its sole and absolute discretion to confirm compliance.

(c) Merchant agrees that if VeriFone reasonably believes that Merchant is in breach of any of the terms and conditions contained in this Section 9 that alone shall be sufficient grounds for further action by VeriFone including, without limitation, cancellation of any orders or denial of future business, without any liability or obligation to Merchant.

10. GENERAL. This Agreement, including the P-37 Agreement document and Exhibits A, B and C, constitutes the entire agreement between VeriFone and Merchant and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, relating to the subject matter hereof. This Agreement will be governed by the laws of the State of New Hampshire, without regard to its conflict of law provisions. Each party consents to the exclusive jurisdiction and venue of the appropriate courts in Merrimack County, New Hampshire for all disputes arising out of or relating to this Agreement. No action, regardless of form, arising out of or in connection with this Agreement may be brought by either party more than one (1) year after the first day that the cause of action first occurred or first known to have occurred, except for an action for nonpayment. No amendment or waiver of this Agreement will be binding unless it has been agreed to in writing by both parties. Merchant may not assign this Agreement, in whole or in part, without VeriFone's prior written consent. Subject to the preceding sentence, this Agreement shall bind Merchant and its permitted successors and assigns. VeriFone may assign or delegate this Agreement, or any of its rights or obligations hereunder, only with prior written authorization of the Merchant. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties agree that the court should endeavor to give the maximum effect to the parties' intentions as reflected in the provision, and that the other provisions of the Agreement shall remain in full force and effect. VeriFone shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars. Notices made by VeriFone to Merchant under this Agreement that affect VeriFone customers generally (e.g., notices of amended Agreements) may be posted on the VeriFone Merchant Portal or may be provided upon access to the Point Service. Notices made by VeriFone under this Agreement for Merchant or Merchant account specifically (e.g., notices of breach and/or suspension) will be provided to Merchant via the email address provided to VeriFone in Merchant registration for the Point Service or in any updated email address Merchant provides to VeriFone in accordance with standard account information update procedures VeriFone may provide from time to time. It is Merchant's responsibility to keep Merchant's email address current and Merchant shall be deemed to have received any email sent to any such email address, upon VeriFone's sending of the email, whether or not Merchant actually receives the email. VeriFone may also send notices to Merchant by overnight courier or certified mail to the address in VeriFone's customer database, or such other address as shall have been given to VeriFone in writing. Merchant shall send notices to VeriFone at the address set forth below, or such other address as shall have been given to Merchant in writing, including email addresses. All mailed notices shall be deemed effective upon the earliest to occur of: (a) actual delivery; or (b) three days after mailing, addressed and postage prepaid, return receipt requested. Neither party shall issue a press release regarding this Agreement or the transactions contemplated hereby without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed and delivered this Agreement to be effective as of the Effective Date.

Merchant Name: State of New Hampshire Department of Administrative Services	
By:	Joseph Buckard
Title:	Assistant Commissioner
Date:	April 19, 2016

Merchant Address:

By: _____

Title: EVP & General Counsel

Date: 4/12/2016

VeriFone Address:
88 West Plumeria Drive,
San Jose, CA 95134
Attn: Legal Department

Exhibit A
Point Service: Point Classic Subscription Includes Device Rental

Table 1.0 Overview of Software/Services

Description	Included in Base Package	Optional
Secure Commerce Application	✓	
Transaction Gateway	✓	
Data Encryption and Tokenization	✓	
Shipping & Deployment	✓	
Remote Key Loading	✓	
Estate Management	✓	
Buyer Protection Plan	✓	
Help Desk	✓	
NFC Payments Enablement	✓	
EMV	✓	
Software Update Services	✓	
Low Contour MX Stand		✓
MX Purple Cable		✓
Priority Exchange		✓
PCI / SAQ		✓

1.0 License/Services Term:

Service Term. The Point Classic is provided for a minimum thirty-six (36) month service At the termination of the 36 month initial term for each Device, VeriFone shall continue to provide the Point Service for such Device until such time as Merchant deactivates such Device on the Point Service transaction gateway; any such deactivation shall be effective immediately. Notwithstanding the foregoing, VeriFone reserves the right to terminate the Point Service for a Device after the 36 month initial service term by providing thirty (30) days written notice thereof to Merchant. Upon any termination of the service term for a Device, Merchant shall return the Device to VeriFone under Section 5(c) below, and Merchant may no longer use the Software or Services for such Device.

2.0 Point Service:
The Point Service consists of the following Software and Services. Optional Services are only provided if pricing is included for such Service in Table 1.1 in Exhibit B.

Software	
Secure Commerce Application	VeriFone's Secure Commerce Application is a terminal application designed for payment processing on VeriFone Devices, including credit, debit, gift and other electronic payments. The Secure Commerce Application provided shall be VeriFone's current production version, unless otherwise agreed by the parties. The Secure Commerce Application includes the following features (subject to availability; see Software Update Services): (a) NFC payment acceptance for Google and ISIS enabled payment VeriFone payment devices. Merchant represents and warrants that Merchant has contracted with the applicable wallet providers for acceptance and use of their services by Merchant with respect to the applicable NFC payment acceptance, to the extent and as required by such wallet provider. (b) EMV contact and contactless functionality. EMV contactless functionality is provided only for VeriFone designated card brands.
VeriShield Protect Terminal Application	VeriFone's VeriShield Protect Terminal Application provides encryption of the sensitive credit/debit card track data elements on MX and VX Devices.
Services	
Point Portal	Provides administrative access to all Point tools, reporting, configuration and rights management.
Transaction Routing Services	PAYware Connect provides transaction routing to enable various transaction types, as well as online reporting. This is a Hosted Point Service.
Estate Management Services	Merchant will have access to VeriFone's hosted VHQ or VeriCentre service to make application configuration updates and download content per VeriFone payment device. Applications subject to VHQ or VeriCentre shall be designated by VeriFone from time to time. This is a Hosted Point Service. Merchant will be provided access to the Hosted Point Service as follows: • Merchant will be able to access the Hosted Point Service 24 hours per day, 7 days per week, subject to the terms herein. • VeriFone will use commercially reasonable efforts to ensure a monthly availability for the Hosted Point Service at 99.8% or above. The following are not included in the availability calculation: Force Majeure events, planned maintenance, and downtime due to any acts or omission of Merchant. • VeriFone will monitor the Hosted Point Service 24/7 to ensure all systems remain operational and/or address any unforeseen issues that might occur. • VeriFone will maintain commercially reasonable disaster recovery and backup plans. • VeriFone will use commercially reasonable efforts to provide Merchant with at least two (2) weeks' notice of any planned maintenance. In any event, Merchant will be notified at least 24 hours in advance of any planned maintenance updates that will cause the Hosted Point Service to be unavailable. • VeriFone will provide Merchant with end user documentation for the Hosted Point Service. • VeriFone is not responsible for terminal application software, terminal hardware functionality or communication infrastructure hardware or software (other than as may be separately agreed with Merchant in writing). • Merchant is solely responsible for enabling the features in, and setting the parameters it wishes to use for, the applications that it downloads to VeriFone payment devices using the Hosted Point Service. • Merchant is solely responsible for ensuring that it has the proper licenses and rights to the content that it downloads to VeriFone payment devices using the Hosted Point Service; Merchant warrants that Merchant has the right to download and use such content as contemplated herein. • Merchant is responsible for retrieving any content provided by Merchant for the Hosted Point Service prior to any expiration or termination date of this Agreement, using the portal made available to Merchant with the Hosted Point Service. VeriFone does not provide content retrieval services.
Key Loading	Provides initial key injection of VeriFone devices prior to shipment as well as access to VeriFone's remote keyloading services, at the merchant's request. The remote key loading is a Hosted Point Service. Separate fees apply for each remote key payload requested.
Data Encryption and Tokenization	Data encryption services provide encryption of the sensitive credit/debit card track data elements from the Device to the PAYware Connect gateway, at which point the data elements are decrypted and sent to the applicable processor. For VX and MX devices, the VeriShield Protect Terminal Application is installed in each Device in order to enable the encryption functionality.
Configuration, Shipment, and Deployment	VeriFone, or designated fulfillment provider, shall provide initial configuration, shipment, and deployment of all VeriFone equipment.
Help Desk	Help Desk Services are available for the Devices and for the Hosted Point Services. For any Third Party Services, VeriFone may extend Help Desk Services to such Third Party Services, or the third party may provide direct support to Merchant. The support terms for such Third Party Services are available from VeriFone upon request.

Buyer Protection Plan	The Buyer Protection Plan ("BPP") is provided for Multi-lane (MX) series Rental Devices. Under the BPP, Merchant may return a defective covered Rental Device to Verifone for repair during the Service Term for such device, at Merchant's expense. Upon receipt of such Rental Device during the Service Term, Verifone shall, at its expense, (1) in Verifone's sole discretion, repair or replace such Rental Device, and (2) ship such Rental Device to return it to its original location. Verifone shall use only Verifone-authorized parts on all such Rental Devices serviced. BPP Out of Scope repair coverage is limited to no more than 20% of all BPP-covered Rental Devices returned by Merchant for repair on a Verifone fiscal quarterly basis under the BPP. Out of Scope repairs for BPP-covered Rental Devices in excess of such percentage are subject to Verifone's standard Out of Scope repair fee for the applicable Rental Device. Out of Scope: Out of Scope repairs are those repairs needed due to merchant abuse, non-accidental damage, liquid spillage, power surges, and acts of nature. No Trouble Found: No Trouble Found repairs are limited to no more than 10% of all Rental Devices returned by Merchant for repair on a Verifone fiscal quarterly basis. Repairs in excess of such percentage shall be subject to Verifone's standard No Trouble Found fee. Consumables: BPP does not extend to the provisioning, repair or replacement of consumables, including stylus pens or stylus holders Limitations: BPP does not apply to Rental Devices, or components thereof, which have been altered, modified, repaired or serviced in any respect except by Verifone or its representatives. See Priority Exchange Services below for additional options for Rental Devices.
Software Update Services	VeriFone will make available to Merchant software updates for the Software, including error corrections, feature enhancements, and other compliance and general industry regulation updates, if and when such updates are made generally available by VeriFone to its Point customers ("**Software Updates**"). Merchant is responsible for deploying/installing Software Updates in the licensed VeriFone payment devices. Any Software Updates provided shall be licensed to Merchant under the applicable license terms set forth in Section 2 of the Agreement. Subject to the foregoing, updates to include EMV specification changes to the Secure Commerce Application. As part of such changes, VeriFone shall provide required EMV Level 2 certifications for the Secure Commerce Application.
Priority Exchange (optional)	A replacement terminal can be expedited to the Merchant location prior to VeriFone receiving the device for which it is intended to replace. Priority Exchange Services are only available to merchants in the United States.
PCI/SAQ	PCI/SAQ Tool is a Third Party Service. Merchant will be required to accept VeriFone's service provider's terms of service or use when accessing PCI/SAQ.

4.0 Devices. The following shall apply to the Devices provided with the Point Service:

(a) VeriFone Property. The Devices shall remain the property of VeriFone. Merchant shall have no right, title or interest therein except as a lessee under this Agreement. Merchant shall keep all Devices free and clear from all liens, including any direct or indirect charge, encumbrance, lien, security interest, legal process or claim against the Devices.

(b) Loss and Damage. Subject to VeriFone's obligation to provide the Services, Merchant assumes and shall bear the entire risk of loss or damage to the Devices from any use whatsoever from the date of delivery of the Devices to the Merchant site, until such Devices are returned to VeriFone. No loss or damage shall relieve Merchant from the obligation to make payments hereunder or to comply with any other obligation under this Agreement. In the event of a loss of a Device (but not damage), Merchant shall immediately notify VeriFone thereof. With respect to any lost Device, Merchant shall be obligated to pay VeriFone the non-return fee applicable to such Device as set forth in Section 1.0 in Exhibit B (the "**Non-Return Fee**"). If Merchant is paying by electronic payment card, upon such payment, a new or refurbished replacement Device will be shipped to Merchant. If Merchant is being invoiced, VeriFone shall invoice Merchant for the Non-Return Fee and ship Merchant a new or refurbished replacement Device. At all times payments for the Point Service for such Device shall continue in effect.

(c) Return for Deactivation/Termination. In the event a Device is deactivated or upon expiration or termination of the service term for such Device as set forth in Section 1.0 above, Merchant shall return such Device to VeriFone. If a Device is not returned within thirty (30) days of such deactivation date or expiration date, Merchant shall be obligated to pay VeriFone the Non-Return Fee such Device. If, upon return of the Device, VeriFone determines that the Device requires repair that is not covered by Services (e.g. out of scope repair services), Merchant shall be required to pay for such services, at VeriFone's standard fees. When returning a Device an MRA # is required.

(d) Substitution/End of Life. Notwithstanding anything to the contrary herein, VeriFone reserves the right to end of life any Device. As of the end of life date, Merchant will no longer be able to place new orders for the Point Service that includes such Device. VeriFone will continue to provide the Services for such Device for the Service Term applicable thereto. However, in connection with providing such Services, VeriFone reserves the right to swap out Devices for new product to address any component supply issues.

(e) Software License. The software included in the Device shall be licensed to Merchant under the terms of Section 2(b) of the Agreement for the service term set forth in Section 1.0 above.

5.0 Additional Warranties

(a) PAYware Connect. VeriFone warrants that, as of the Effective Date, VeriFone PAYware Connect is on the list of service providers that have been certified as compliant with the Payment Card Industry Data Security Standards ("**PCI DSS**") established by PCI SSC. VeriFone shall seek revalidation of PAYware Connect with PCI SSC as required by PCI SSC during the term of the Agreement. As evidence of compliance, VeriFone will provide when requested, a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).

In the event that the PCI DSS requirements applicable to PAYware Connect change during the term of the Agreement, VeriFone shall use commercially reasonable efforts to meet all new applicable PCI DSS requirements. In the event VeriFone is unable to obtain revalidation of PAYware Connect as required by PCI SSC or is unable to meet such new applicable PCI DDS requirements, VeriFone shall promptly notify Merchant and either party may terminate the Agreement immediately upon written notice to the other party.

(b) Devices. VeriFone warrants that: (i) as of the Effective Date, VeriFone has obtained the Payment Card Industry PIN Transaction Security ("**PCI PTS**") approval for the Devices; and (ii) VeriFone will not ship a Device to Merchant where such Device has not received PCI-PTS approval from PCI SSC.

7.0 Effect of Expiration or Termination of the Agreement:

Upon any expiration of the Agreement or termination of the Agreement under Section 7(b) of the Agreement (except for termination by VeriFone under Section 7(b)(i) or (ii)), Merchant shall continue to use the Software and Services for each Device, and VeriFone shall continue to provide the Services for such Device, until expiration of the then current annual Service term for such Device as set forth in Section 1.0 above. Upon any termination of the Agreement under Section 7(b)(i) or (ii) of the Agreement, Merchant's license rights in the Software and Merchant's use of and VeriFone's obligation to provide the Services shall terminate, and Merchant shall return the Devices to VeriFone as set forth in Section 5(c) above.

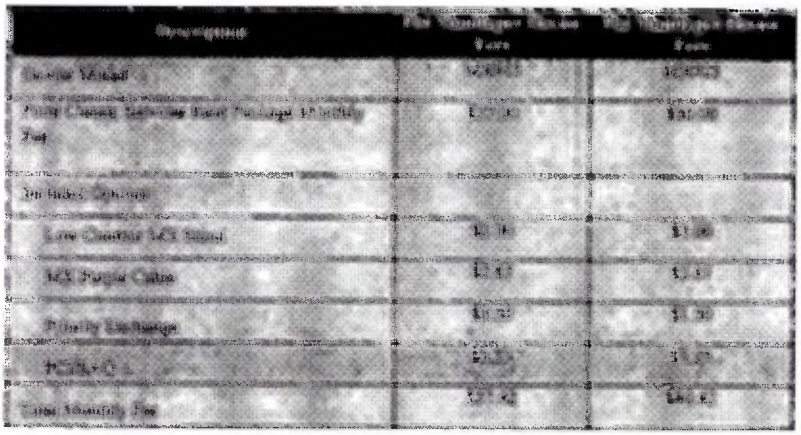
Merchant is responsible for retrieving any Merchant Applications and other data or content provided by Merchant for the Hosted Point Service prior to any expiration or termination date of the Agreement, using the portal made available to Merchant with the Hosted Point Service. VeriFone does not provide content or data retrieval services.

EXHIBIT B

Electronic Payment Card/ACH Terms

Point Service: Point Classic Subscription Includes Device Rental

Table 1.1 Base Package Fee



Notes on Fees:

(a) All fees are monthly fees per Device.

(b) Pricing above is for IP transactions only. Dial transactions, when applicable, are subject to an additional surcharge of $0.014 per transaction.

(c) The purple cable includes the removal of the standard cable from the standard Point bundle and the inclusion of the purple cable instead.

Non-Return Fee: $760 per Device

2.0 Payment of Monthly Fee:

The Point Service is billed monthly in advance (at the start of each month) for each Device, starting with the first full month after the Point Service commences. The Point Service commences for a Device when the Device is received by the Merchant.

3 FEES; PAYMENT

(a) Fees. Merchant agrees to pay the fees for the Point Service as set forth for the term of the Agreement.

(b) Payment. (i) If Merchant is paying by electronic payment card or ACH, the terms for payment are set forth herein. (ii) If Merchant is being invoiced, payment terms for all invoiced amounts will be thirty (30) days from receipt of invoice as long as the account is current. (iii) All payments shall be in U.S. dollars,

(c)Taxes; Failure to Pay. Not Applicable.

If Merchant is paying VeriFone by electronic payment card or ACH under this Agreement, the following shall apply:

If Merchant chooses to pay by electronic payment card, Merchant will be required to provide VeriFone with a valid electronic payment card for such purpose. If Merchant chooses to pay by ACH, Merchant will be required to provide VeriFone with the ACH account information required by VeriFone for such purpose.

For the monthly fees due during the Service Term, VeriFone may charge Merchant's electronic payment card or ACH account, as applicable, on a monthly basis, on the initial billing date and on or around the anniversary date of such initial date.

For any other recurring fees, VeriFone may charge such electronic payment card or ACH account, as applicable, for such recurring fee when due. If payment cannot be charged to Merchant's electronic payment card or ACH account, as applicable, or Merchant's electronic payment card charge is returned to VeriFone for any reason, or Merchant otherwise fail to pay the charges for the Point Service when due, VeriFone reserves the right to pursue any and all legal remedies to collect the amounts owed by Merchant, and/or terminate Merchant's access to the Point Service.

Merchant agrees to provide VeriFone with true, accurate, current, and complete billing information, and to inform VeriFone promptly of any changes to such information to keep it true, accurate, current and complete. If Merchant provides VeriFone with any information that is untrue, inaccurate, not current or incomplete, or VeriFone has reasonable grounds to suspect so, VeriFone has the right to suspend or terminate Merchant's access to the Point Service. Any change to billing information provided by Merchant shall become effective thirty (30) days after receipt by VeriFone, unless otherwise agreed by VeriFone in writing, and Merchant expressly authorizes VeriFone to continue to charge Merchant's electronic payment card or debit funds from the ACH account in accordance with the Agreement until the effective date of such change.

If Merchant believes that any payment transaction initiated by VeriFone (or its agent) with respect to an electronic payment card or the ACH Account is erroneous, or if Merchant needs more information about any such transaction, Merchant should contact VeriFone as soon as possible. In any event, VeriFone must hear from Merchant no later than 90 days after the date the questionable transaction FIRST appeared on the electronic payment card or ACH account in order to receive a credit. VeriFone will attempt to determine whether an error occurred within ten (10) business days after VeriFone hears from Merchant and will correct any error promptly. If VeriFone needs more time, however, VeriFone may take up to forty-five (45) days to investigate

Merchant's complaint or question.

This billing arrangement shall remain in full force and effect until the earlier of (a) VeriFone has received written notification from Merchant of its termination in such time and such manner as to afford VeriFone and its financial institution, as applicable, a commercially reasonable opportunity to act on it or (b) termination of Merchant's obligation to pay VeriFone under this Agreement. In addition, VeriFone may terminate this billing arrangement upon written notice if Merchant fails to pay any fees or other payments when due, if VeriFone is unable to charge Merchant's electronic payment card or direct debit Merchant's ACH account because there are insufficient funds, the electronic payment card or ACH account has closed or VeriFone's charge or direct debit attempt has been blocked. Any termination of this billing arrangement shall not relieve Merchant of its payment obligations under this Agreement.

If Merchant is paying VeriFone by ACH under this Agreement, prior to executing this Agreement, Merchant shall confirm with the bank it identifies to VeriFone that VeriFone's ACH Company ID number (currently 4990206064) is not blocked by such bank and hereby represents and warrants that it has confirmed same.

Merchant hereby authorizes VeriFone, and irrevocably constitutes and appoints VeriFone (and any officer or agent thereof, with full power of substitution) as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Merchant and in the name of Merchant or in its own name (which appointment is coupled with an interest), to (a) debit directly from the banking account maintained by Merchant and identified to VeriFone, the amounts owed by Merchant under this Agreement (including any and all interest, taxes, fees and other amounts chargeable to Merchant under this Agreement), (b) to debit Merchant's account for any applicable insufficient funds fees charged to VeriFone by Merchant's bank, and (c) if necessary to initiate credit entries to Merchant's account to reverse all or a portion of a debt.

VeriFone and Merchant agree that credit card payments and ACH transactions involving Merchant's bank account must comply with the provisions of U.S. law.

EXHIBIT C – SPECIAL PROVISIONS
STATE OF NEW HAMPSHIRE VERIFONE AGREEMENT

The following will replace the corresponding provisions in the P-37, General Terms and Conditions:

1. Replace Section **4. CONDITIONAL NATURE OF AGREEMENT** with the following:

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 promptly notify Contractor of such fact, and Contractor shall have the right to cease providing the services hereunder beyond the date for which funds are available and/or terminate this Agreement. In the event that Contractor continues to provide the services hereunder beyond such date, 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.

2. Replace **Section 8. EVENT OF DEFAULT/REMEDIES** 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 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder;
8.1.3 failure to perform any other covenant, term of condition of this Agreement;
8.2 Upon the occurrence of any Event of Default, the State may give the Contractor 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; and pursue any of its remedies at law or in equity, or both.

3. Replace Section **9 DATA/ACCESS CONFIDENTIALITY/PRESERVATION** 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 recording, 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, or, at the election of Contractor, destroyed, provided that Contractor shall provide a certificate confirming such destruction at the request of the State.
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.

4. Replace Section **14. INSURANCE** 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 $1,000,000 per occurrence and $2,000,000 aggregate; and

Contractor Initials A.
Date 4/12/2016

14.1.2 special cause of loss coverage from 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 policy 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 renewals(s)of insurance required under this Agreement no later than five (5) days after the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and or incorporated herein by reference.

Contractor Initials AH
Date 4/12/2016

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 VeriFone, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on January 5, 2011. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April, A.D. 2016

William M. Gardner
Secretary of State

OFFICER'S CERTIFICATE

I, Marc E. Rothman, hereby certify that:

1. I am the duly elected and acting Chief Financial Officer of VeriFone, Inc., a corporation organized and existing in good standing under the laws of the State of Delaware (the "Corporation").

2. Mr. Albert Liu is the Executive Vice President, Corporate Development, General Counsel and Secretary of the Corporation and the following sets forth the true and genuine specimen of his signature:

Name	Title	Signature
Albert Liu	Executive Vice President Corporate Development, General Counsel and Secretary	

3. Albert Liu is authorized to act, individually, on behalf of the Corporation to approve, execute and deliver State of NH Contract Form P-37 dated April 12, 2016 (the "Contract"), and to execute and deliver such other documents and to take such actions as he deems necessary or advisable to carry out and perform the purposes and intent of the Contract.

WITNESS, my signature this 12th day of April 2016.

Marc E. Rothman
Chief Financial Officer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

On April 12, 2016 before me, L. Morgenroth
(insert name and title of the officer)

personally appeared Marc E. Rothman,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. MORGENROTH
Commission # 2064298
Notary Public - California
Santa Clara County
My Comm. Expires Apr 12, 2018

Signature L. Morgenroth (Seal)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2015

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 Marsh Risk & Insurance Services 1735 Technology Drive, Suite 790 San Jose, CA 95110 102931-STND-GAWUC-15-16	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED VeriFone Systems, Inc. Attn: Rebecca Yu 88 West Plumeria Drive San Jose, CA 95134	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : Lloyd's Of London — 1122000 INSURER C : American Guarantee & Liability Ins Co — 26247 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** SEA-002725723-13 **REVISION NUMBER:** 12

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			GLA 0181272-00	08/01/2015	08/01/2016	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
A	AUTOMOBILE LIABILITY			GLA 0181272-00 (AOS)	08/01/2015	08/01/2016	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
A	X ANY AUTO			BAP 0181278-00 (MA)	08/01/2015	08/01/2016	BODILY INJURY (Per person)	$	
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	X HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							Comp/Coll Deds:	$	1,000
C	X UMBRELLA LIAB X OCCUR			AUC 0181292-00	08/01/2015	08/01/2016	EACH OCCURRENCE	$	1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	1,000,000
	DED RETENTION $							$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC 0181276-00	08/01/2015	08/01/2016	X PER STATUTE X OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
B	Crime			B0509FINFN1500654	10/31/2015	10/01/2016	Crime Limit		2,000,000
							Crime Deductible		100,000

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

Evidence of Insurance.

CERTIFICATE HOLDER

VeriFone, Inc.
2099 Gateway Place, Suite 600
San Jose, CA 95110

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
of Marsh Risk & Insurance Services

Petronella Massey — Petronella Massey

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84

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

April 21, 2016

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

Sole Source

REQUESTED ACTION

Authorize the Department of Administrative Services, Division of Procurement and Support Services to enter into a **sole source** contract for gift card processing services with GIVEX USA Corporation, (VC#271686) Gurnee, Illinois, for a not to exceed price of $2,500,000. This contract is effective upon Governor and Council approval through May 5, 2019. Funding for this service shall be paid by the Liquor Commission initially and any other respective state agency at the rates quoted herein.

EXPLANATION

This contract will provide gift card processing services for the Liquor Commission initially and other state agencies should they desire to process gift cards. This application will initially be utilized by the Liquor Commission to process gift card transactions at approximately 80 stores throughout the state. Time is of the essence as the gift card processing is linked to the conversion of the current payment switch which will not be PCI compliant after October 28, 2016. The new payment system will need to process gift cards in addition to credit and debit cards. The gift card platform needs to be functional on or before October 28, 2016 in order to ensure that patrons can still purchase items with gift cards from the state liquor stores. There are currently over 1 million gift cards in existence with an estimated outstanding dollar value of $3.3 million.

GIVEX USA Corporation was selected because they maintain the current gift card data base. This request is noted as **sole source** because there is not sufficient time to convert the gift card data to another payment platform and or processor.

Respectfully submitted,

Joseph Bouchard Asst. Comm.

for Vicki V. Quiram,
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

April 27, 2016

Vicki Quiram, Commissioner
Department of Administrative Service
25 Capitol Street
Concord, NH 03301

Dear Commissioner Quiram,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Administrative Services to enter into a contract with GiveX USA of Dallas TX.

This statewide contract will allow state agencies to process gift card redemptions for both new and existing gift cards. The will initially be utilized by the Liquor Commission to process gift card transactions at approximately 80 stores throughout the state. Time is of the essence as the gift card processing is linked to the conversion of the current payment switch which will not be PCI compliant after October 28, 2016. Continuity of gift card processing services is needed to ensure that patrons can still purchase items from the state liquor stores utilizing their existing gift cards. There are currently over 1 million gift cards in existence with an estimated outstanding dollar value of $3.3 million.

Please include this letter in the Department of Administrative Services' submission to the Governor and Council for approval.

Sincerely,

Denis Goulet
Commissioner

DG/tpc

Cc: Lisa Pollard, Director, Procurement and Support Services, DAS