



BANK CARD MERCHANT AGREEMENT

This Bank Card Merchant Agreement is made among VANTIV, LLC ("Processor") having its principal office at 8500 Governors Hill Drive, Symmes Township, OH 45249-1384, the Member Bank and the Commonwealth of Massachusetts ("Merchant" or "Commonwealth") having its principal office at _____ . Processor, Member Bank and Merchant hereby agree as follows:

I. Processor and/or Member Bank participates in programs affiliated with MasterCard, VISA, Discover, and Other Networks which enable holders of Cards to purchase goods and services from selected merchants located in the United States by use of their Cards.

II. Processor provides sponsorship and settlement services to businesses accepting credit cards and debit cards and other similar transaction cards for the sale of goods or services.

III. Processor is a transaction processor and provides certain processing services in connection with the acceptance of credit cards and debit cards and other similar transaction cards for the sale of goods or services.

IV. Merchant wishes to participate in the MasterCard, VISA, Discover, and the Other Networks systems at its United States locations by entering into contracts with Cardholders for the sale of goods and services through the use of Cards and to contract with Processor for sponsorship and settlement and other services to be provided by Processor to Merchant in connection with the sale of goods or services through the use of Cards (including credit cards and debit cards, travel and entertainment cards and other similar transaction cards).

V. Processor wishes to provide sponsorship and settlement and other related services to Merchant.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth, the parties agree as follows:

1. Definitions.

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

Account shall mean an open checking account at Fifth Third Bank or its affiliate, or at another financial institution acceptable to Processor which Processor or its agent can access through the ACH system.

Account Change means a change in the Account or the financial institution where the Account is located.

ACH shall mean the Federal Reserve's Automated Clearing House ("ACH") system.

Agreement means this Bank Card Merchant Agreement, the Merchant Price Schedule, and each exhibit, schedule, and addendum attached hereto or referencing this Agreement, as well as all documents and other materials incorporated herein by reference.

Association means VISA, MasterCard, Discover, or any Other Network, as the same are defined herein.

Rules Summary means the Bank Card Merchant Rules and Regulations, which are incorporated into this Agreement by reference

Cards shall mean MasterCard, VISA, Discover and Other Network cards, account numbers assigned to a cardholder, or other methods of payment accepted by Processor, for which pricing is set forth in the Agreement.

Cardholder shall mean any person authorized to use the Cards or the accounts established in connection with the Cards.

Data Incident shall mean any alleged or actual compromise, unauthorized access, disclosure, theft, or unauthorized use of Card or Cardholder information, regardless of cause, including without limitation, a breach of or intrusion into any system, or failure, malfunction, inadequacy, or error affecting any server, wherever located, or hardware or software of any system, through which Card information resides, passes through, and/or could have been compromised.

Discover shall mean Discover Financial Services, LLC.

Event of Default shall mean each event listed in Section 13.

Float Event shall mean a circumstance where Processor, for whatever reason, advances settlement or any amounts and/or delays the assessment of any fees.

Force Majeure Event shall mean fires, telecommunications, utility or power failures, equipment failures, labor strife, riots, wars, acts of God, or other causes over which the respective party has no reasonable control and could not foresee and take reasonable measures to mitigate.

Initial Term shall mean the term outlined in the Commonwealth's Standard Contract Form.

Member Bank shall mean a member of VISA, MasterCard and/or Other Networks, as applicable, that provides sponsorship services in connection with this Agreement. As of the commencement of this Agreement, the Member Bank shall be Fifth Third Bank, an Ohio banking corporation.

Option Term shall mean two one-year options to extend the term of the Bank Card Merchant Agreement exercisable at the sole discretion of Merchant.

Service Delivery Process means Vendor's then standard methods of communication, service and support, including but not limited to communication via an online Merchant portal, email communication, statement notices, other written communications, etc.

Merchant Supplier shall mean a third party other than Processor or Member Bank used by Merchant in connection with the Services received hereunder, including but not limited to, Merchant's software providers, equipment providers, and/or third party processors.

MasterCard shall mean MasterCard International, Inc.

Operating Regulations means the by-laws, operating regulations and/or all other rules, policies and procedures of VISA, MasterCard, Discover, and/or Other Networks as in effect from time to time.

Other Network shall mean any network or card association other than VISA, MasterCard, or Discover that is identified in the Merchant Price Schedule and in which Merchant participates hereunder.

PCI shall mean the Payment Card Industry Data Security Standard.

Service shall mean any and all services undertaken by the Processor to process, store, transmit and settle Cardholder information on the Merchant's behalf described in, and provided by Processor pursuant to, this Agreement, including, but not limited to, providing authorization, routing, electronic draft capture, submission of transactions to Associations, access to Processor's online reporting tool for Merchant originated Cards and provision of Processor's Merchant activity file.

VISA shall mean VISA USA, Inc.

Other defined terms and Services applicable to this Agreement will be contained in a "General Services Addendum" as described herein.

2. Rules Summary; Operating Regulations; General Services Addendum. Merchant acknowledges receipt and review of the Rules Summary, which are incorporated into this Agreement by reference. Merchant agrees to fully comply with all of the terms and obligations in the then current Rules Summary, as changed or updated by Processor from time to time, at Processor's sole reasonable discretion with notice in accordance with the Service Delivery Process. The Rules Summary is a summary of key Operating Regulations that govern this Agreement. In the event there is a change in the Rules Summary by Processor that is not related to or based on a corresponding Association rule or requirement, such provision will not be binding on Merchant. Merchant agrees to participate in the Associations in compliance with, and subject to, the Operating Regulations. Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks, including but not limited to PCI, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or

mandated by the Associations. Should any Operating Regulation(s) not be publicly available or otherwise made available to the Merchant, such unavailability shall not alter or limit Merchant's obligation to comply with the Operating Regulations. Notwithstanding Processor's assistance in understanding the Operating Regulations, Merchant expressly acknowledges and agrees that it is assuming the risk of compliance with all provisions of the Operating Regulations, regardless of whether Merchant has possession of those provisions. Both MasterCard and VISA make excerpts of their respective Operating Regulations available on their internet sites. Merchant acknowledges responsibility for any liability resulting from its decision not to participate in optional Association programs, including but not limited to any increased Data Incident liability resulting from its decision not to participate in an Association EMV program. In the event Merchant chooses to participate in an optional Association program, including but not limited to an EMV program, Merchant acknowledges and agrees that it shall be responsible for (i) ensuring compliance with any applicable program requirements and/or Operating Regulations applicable to such program, including but not limited to making any updates to its point of sale equipment and (ii) any cost associated with its participation in the applicable program, including any costs assessed to Merchant by Processor.

3. Request for Services. The Commonwealth of Massachusetts is a government entity whose request for services was pursuant to the Request For Proposal for Card Processing Services dated 7/28/14 (the "RFP") which RFP is herein incorporated by reference and made a part of this Agreement. The following signed appendices are incorporated by reference and made a part of this Agreement in the following hierarchy as outlined in COMMBUYS when the Processor electronically signed as required under 801 CMR 21.00 and OSD Statewide Contract requirements as outlined on page 6 and 41 (Appendix 5) of the RFP:

- Commonwealth Terms and Conditions
- Standard Contract Form
- Request for Proposal for Card Processing Services dated 7/28/14
- This Bank Card Merchant Agreement
- Vantiv Response to the RFP

In accordance with Section 326 of the USA Patriot Act. Processor is required to review and record information from the documents used in identifying new merchant customers. The preceding sentence is intended to inform Merchant of Processor's procedures and of Processor's responsibility under the USA Patriot Act.

4. Card Acceptance. Merchant will accept all valid Cards and complete all Card transactions in accordance with the Operating Regulations. In the event Processor for whatever reason is unable to obtain, or due to system delays chooses not to wait to obtain, authorization from an Association, Processor may at its option "stand-in" for such entities and authorize the sales transaction based on criteria established by Processor, and Merchant remains responsible for such sales transaction in accordance with this Agreement. Merchant has identified to Processor the products and/or services for which it intends to accept Cards as payment. Merchant agrees that it shall only complete and deliver to Processor sales transactions produced as the direct result of bona fide sales made by Merchant to Cardholders for such identified products and/or services, unless otherwise agreed by Processor in writing

5. Transaction Processing. Processor or Member Bank will initiate payment to Merchant of the total face amount of each sales transaction acquired and accepted hereunder, subject to the terms and conditions of this Agreement, the Operating Regulations, and applicable law, after Processor receives payment for such sales transactions. Unless otherwise agreed to in writing by Processor, Merchant shall electronically deliver to Processor and in a format acceptable to Processor all credit vouchers and sales transaction records within two (2) business days after the applicable transaction date (or such shorter period as determined by the applicable Association), except (i) in the case of a delayed merchandise delivery, when the sales transaction record shall be delivered within two (2) business days of the merchandise delivery or (ii) as specified otherwise in the Operating Regulations. Merchant agrees that it shall deliver sales transaction records to Processor at least every business day. The preparation and delivery to Processor by Merchant of sales transactions shall constitute an endorsement to Processor by Merchant of each sales transaction, and Merchant authorizes Processor or its representative to place Merchant's endorsement on any sales transaction at any time. Processor may refuse to acquire any sales transaction or claim the amount of which, in whole or in part, it could charge back to the Merchant pursuant to this Agreement, if it had acquired the sales transaction or claim. Merchant acknowledges and agrees that Processor is not responsible for any action or inaction taken by

the financial institution or other entity that issued the Card(s) to the Cardholder or the processor of such Card(s). Merchant agrees that Processor may set off any amounts due to Processor from amounts owed to Merchant, including but not limited to any amounts owed to Merchant from Processor and/or any of its affiliate(s), unless invoiced billing is required by Merchant.

6. Exception Items. Merchant agrees to reacquire and pay Processor the amount of any sales transaction, and Processor shall have the right at any time to debit the Merchant's deposit account or set off amounts due to the Processor (method determined as part of the Merchant's boarding process) with notice via Processor's Service Delivery Process, for any return, chargeback, compliance case, any other Association action, or if the extension of credit for merchandise sold or services or sales transactions performed was in violation of law or the rules or regulations of any governmental agency, federal, state, local or otherwise; or if Processor has not received payment for any sales transaction, notwithstanding Processor's prior payment to Merchant for such sales transaction pursuant to Section 5 above or any other section. Not limiting the generality of the foregoing, Merchant agrees that any operational and/or other Services performed on behalf of Merchant, including but not limited to, production of facsimile drafts in response to copy requests, response to compliance cases, augmentation of Merchant data for interchange, transaction stand-in, digital draft storage and retrieval, etc. shall in no way affect Merchant's obligations and liability in this Agreement including those in the foregoing sentence. Merchant may instruct Processor in the defense of chargebacks, compliance cases and similar actions, and Merchant agrees that it will promptly provide any such instructions to Processor. When Processor has determined it has all necessary information and instructions, Merchant hereby authorizes Processor to resolve chargebacks and respond to retrieval requests and other inquiries without further consulting Merchant.

7. Merchant Suppliers. Merchant may use one or more Merchant Suppliers in connection with the Services and/or the processing of some or all of its Card transactions. In no event shall Merchant use a Merchant Supplier unless such Merchant Supplier is compliant with PCI and/or the Payment Application Data Security Standard ("PA-DSS"), depending on the type of Merchant Supplier, as required by the Operating Regulations. Merchant acknowledges and agrees that Merchant shall cause its Merchant Supplier to complete any steps or certifications required by any Association (e.g., registrations, PA-DSS, PCI, audits, etc.). Merchant shall cause its Merchant Supplier to cooperate with Processor in completing any such steps or certifications (if applicable), and in performing any necessary due diligence on such Merchant Supplier. Merchant shall be solely responsible for any and all applicable fees, costs, expenses and liabilities associated with such steps, registrations, and certifications. Merchant shall bear all risk and responsibility for conducting Merchant's own due diligence regarding the fitness of any Merchant Supplier(s) for a particular purpose and for determining the extent of such Merchant Supplier's compliance with the Operating Regulations and applicable law. Merchant expressly agrees that Processor shall in no event be liable to Merchant or any third party for any actions or inactions of any Merchant Supplier used by Merchant, even if Processor introduced and/or recommended the use of such Merchant Supplier to Merchant, or never objected to the use of such Merchant Supplier, and Merchant hereby expressly assumes all such liability.

8. Cardholder Information. Merchant shall comply with the Operating Regulations. Merchant represents and warrants that neither it nor its Merchant Supplier shall retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Operating Regulations and/or this Agreement.

Processor acknowledges responsibility for payment card data on its proprietary systems. Processor will (i) maintain its PCI-DSS certification and (ii) be validated as a PCI-DSS compliant service provider. In the event Processor is deemed not to be in compliance with PCI-DSS, Processor shall make commercially reasonable efforts to become compliant and maintain compliance thereafter. As of the execution of the Agreement, PCI-DSS information and standards can be found at the Payment Card Industry Security Council website at <https://www.pcisecuritystandards.org/index.htm>.

9. Term. a. The term of this Agreement shall commence the date Processor executes the Standard Contract Form and this Agreement,

whichever is later, and shall continue for the Initial Term as defined in the Commonwealth's Standard Contract Form.

b. **Option Terms.** Merchant may exercise up to two one-year Option Terms, at Merchant's sole discretion, by providing Processor with written notice thereof at least sixty (60) days prior to expiration of the Initial Term and the first Option Term of one year, respectively, of Merchant's intent to exercise its option.

c. **No Further Services.** If for any reason, the Processor continues to provide Services under an expired Agreement, the Merchant will reimburse the Processor consistent with the Terms of this Agreement and will continue to comply with the Operating Regulations with respect to any such Services. It will be the sole responsibility of the Merchant to make certain that it no longer accesses the Services provided under this Agreement at the termination of the contract.

d. All obligations of Merchant and Processor incurred or existing under this Agreement as of the date of termination, shall survive such termination.

10. **Processor Fees.** Merchant agrees to pay Processor the fees, expenses and all other amounts set forth in the Agreement including, but not limited to, items in section 19 "Payment" and the Merchant Price Schedule. Processor agrees not to increase Processor's fees for the Services in Section 1 of the Merchant Price Schedule during the Initial Term and each Option Term. Processor may change or add fees and/or charges upon notice to Merchant via Processor's Service Delivery Process, and such fees and/or charges shall be immediately payable by Merchant when assessed by Processor provided, however, fees may not be unilaterally added if the result is to change the Merchant Price Schedule in such a way that pricing is materially altered in a detrimental manner from what was offered and negotiated as part of the Merchant Price Schedule under this Agreement. In the event Processor changes or adds its fees and/or charges pursuant to the immediately preceding sentence ("Fee Change"), Merchant may, subject to the following provisions, terminate the Agreement upon 60 days advance written notice to Processor provided Processor receives such written notice from Merchant of its intention to so terminate within 90 days of the date the Fee Change becomes effective. Upon Processor's receipt of Merchant's written notice pursuant to the immediately preceding sentence, Processor shall have 30 days to rescind or waive the Fee Change, and, in the event Processor elects to rescind or waive the Fee Change, Merchant shall not have the right to terminate this Agreement as a result of the Fee Change and this Agreement shall remain in full force and effect notwithstanding Merchant's written notice to terminate. Merchant acknowledges and agrees that this Section shall not be intended or construed to permit Merchant to terminate the Agreement as a result of a change or increase in fees from third parties and/or in pass through fees as referenced in this Agreement or the Merchant Price Schedule. At Merchant's request, Processor may, in its sole discretion, establish multiple Merchant billing definitions on its system, and in such event Processor shall assess all applicable fees separately and independently with respect to each such billing definition. Except as limited above, Processor may change or add fees and/or charges upon notice to Merchant in accordance with Processor's standard operating procedure, and such fees and/or charges shall be immediately payable by Merchant when assessed by Processor.

11. **Third Party Assessments.** Notwithstanding any other provision of this Agreement, Merchant shall be responsible for all amounts imposed or assessed to Merchant and/or Processor in connection with this agreement by third parties such as, but not limited to, Associations and Merchant Suppliers (including telecommunication companies), to the extent that such amounts are not the direct result of the gross negligence or willful misconduct of Processor. Such amounts include, but are not limited to, fees, fines, assessments, penalties, loss allocations, etc. Any changes or increases in such amounts shall automatically become effective upon notice to Merchant via Processor's Service Delivery Process and shall be immediately payable by Merchant when assessed by Processor. In the event of a Float Event, Processor reserves the right to assess to Merchant, and Merchant shall pay to Processor, a cost of funds associated with the Float Event (which Processor may at its option assess as a transaction surcharge), the amount of which shall be determined by Processor in its reasonable discretion, and which may be changed by Processor from time to time, and such cost of funds shall be effective as of the start of the Float Event and shall be immediately payable by Merchant when assessed by Processor. The Associations change interchange rates twice per year. The Processor will provide applicable Association updates, including notices of interchange rate changes, in accordance with its Service Delivery Process.

The Processor's per transaction price is guaranteed for the term of the agreement.

12. **Exclusivity.** Processor and Member Bank reserve the right to enter into other agreements pertaining to the Services with others including without limitation other merchants. The parties agree that Processor shall be the exclusive provider of the Services to Merchant at all of its Executive Department locations for new implementations, absent pre-existing contracts.

13. **Default.** The following events shall be considered an "Event of Default":

(i) Merchant becomes subject to any voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding, a receiver is appointed for Merchant, or Merchant makes an assignment for the benefit of creditors, or admits its inability to pay its debts as they become due; or

(ii) Merchant fails to pay or reimburse the fees, expenses or charges referenced herein when they become due; or

(iii) Merchant is in default of its material obligations regarding the terms or conditions of this Agreement whether by reason of its own action or inaction or that of its Merchant Supplier; or

(iv) Merchant ceases to be a political subdivision of the Commonwealth of Massachusetts (e.g., becomes a quasi-private company) and Processor reasonably believes that there has been a material deterioration in Merchant's financial condition.

Upon the occurrence of an Event of Default, Processor may at any time thereafter terminate this Agreement by giving Merchant written notice thereof in accordance with numbered paragraph 17 herein. Termination of Merchant for any reason shall not relieve Merchant from any liability or obligation to Processor. Termination of this Agreement by Processor shall not be Processor's only remedy, and Processor shall be entitled to all other rights, remedies, and damages available to Processor at law or in equity as a result of an Event of Default by Merchant, subject to any limitations set forth in Section 24 of this Agreement. Merchant shall reimburse Processor for any damage, loss or expense incurred by Processor as a result of a breach by Merchant, including any damages set forth in any addendum and/or schedule and/or exhibit hereto and including all past due, unpaid and/or future invoices for services rendered by Processor in connection with this Agreement. All such amounts shall be due and payable by Merchant upon demand. Processor shall also have the option to require Merchant to reacquire all outstanding sales transactions acquired by Processor hereunder. In addition to, and not in limitation of the foregoing, Processor may refuse to provide the Services in the event it has not been paid for the Services as provided herein.

14. **Processor Nonperformance.** In the event Merchant, in good faith, reasonably believes that Processor has substantially failed to provide the Services, other than as a result of (i) a failure by Merchant (or any Merchant Supplier, or other third party acting at the request of or on behalf of Merchant) to perform any obligation under the Agreement, or to provide accurate data to Processor upon which Processor is dependent to provide accurate and timely Services to Merchant, or (ii) any Force Majeure Event, Merchant agrees to notify Processor in writing within 30 days of the date upon which such failure first occurred. Merchant agrees that such notice shall be sent in accordance with the terms of this Agreement, and shall specifically describe the nature of such failure by Processor, specify the date such failure first occurred and specifically reference this section.

Processor will attempt to resolve such failure within 30 days of Processor's actual receipt of such notice from Merchant. Should Processor not resolve such failure within the cure period described in the foregoing sentence, Merchant may terminate this Agreement upon 90 days prior written notice to Processor, provided Processor actually receives such notice of termination within 30 days after the end of such cure period.

15. **Taxes.** Any sales, use, excise or other taxes (other than Processor's income taxes) payable in connection with or attributable to the Services shall be paid by Merchant. Merchant hereby represents that it is exempt from Federal Excise Tax, including Transportation Tax. Merchant will furnish properly executed tax exemption certificates upon request. Merchant represents that it is also exempt from Massachusetts State Sales Tax.

16. **Binding on Successors; Assignment.** No party shall assign this Agreement, in whole or in part, whether by operation of law or otherwise,

without the prior written consent of the other party, which consent will not be unreasonably delayed or withheld, and any purported assignment contrary to the terms hereof shall be of no force and effect. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors, transferees and assignees. Merchant will remain liable for any amounts owed under this Agreement after an unauthorized transfer or assignment by Merchant, even if Processor continues to provide Services to such transferee or assignee. This Agreement is for the benefit of, and may be enforced only by, Processor and Merchant and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party.

17. Notices. All notices, requests, demands and other communications to be delivered hereunder unless specified otherwise herein shall be in writing and shall be delivered by nationally recognized overnight carrier, registered or certified mail, postage prepaid, to the following addresses:

(i) if to Processor: Vantiv, LLC, 8500 Governors Hill Drive, Mail Drop 1GH1Y1, Symmes Township, OH 45249-1384, Attention: General Counsel/Legal Department;

(ii) if to Merchant:
Howard Merkowitz, Deputy Comptroller
Office of the Comptroller
One Ashburton Place
9th Floor
Boston MA 02108
By Fax 617-973-2555

or to such other address or to such other person as either party shall have last designated by written notice to the other party, such as the Standard Contract form, amended.

Notices, etc., so delivered shall be deemed given upon receipt or upon failure to accept delivery.

18. Unenforceable Provision. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

19. Payment.

Credit Interchange Fees, Dues & Assessments, Processing Fees, Communication Fees, Debit Interchange Fees and other applicable fees will be billed without any mark-up or surcharge and will be billed on a monthly basis. Payment for fees may not be netted by Processor from gross proceeds at settlement or on a monthly basis unless subject to the chargeback terms set forth in Section 6, Exception Items. Processor shall provide a monthly invoice, written in a user-friendly language, for each chain for any and all fees and other amounts due Processor under this Agreement.

Merchant shall maintain annual budgeted accounts with sufficient funds to meet its obligations under this Agreement. All amounts due Processor under this Agreement shall be paid without set-off or deduction, and shall be due from Merchant payable within forty-five (45) days of its receipt of a monthly invoice unless such amounts may be offset against amounts due Merchant.

In the event Merchant fails to compensate Processor, Processor shall have all rights and remedies available to Processor in this Agreement, including but not limited to exercising the rights and remedies of Processor in Section 13.

19A. Funding.

The following table outlines the Expedited Funding Schedule for all transactions settled prior to 2:00 a.m. EST for Visa, MasterCard and Discover for any Commonwealth Merchant that meets the requirements:

Expedited Funding Schedule Electronic Merchant Deposit (EMD) File Processing -- Visa® MasterCard® Transactions 2:00 a.m. ET EMD Transmission Deadline				
Monday	Tuesday	Wednesday	Thursday	Friday
Friday Sales Saturday Sales Sunday Sales	Monday Sales	Tuesday Sales	Wednesday Sales	Thursday Sales

Example:

Monday's sales that are settled via an EMD file transmission received prior to 2:00 AM EST on Tuesday can be processed during the early morning settlement processing windows of Visa® and MasterCard® and these transactions will be funded to the Processor's clearing account on Tuesday. The transfer of these funds to the Merchant's account will be initiated on Tuesday. The transfer of these funds to the Merchant's account will be initiated via ACH or FedWire on Tuesday. The availability of these funds is controlled by the method of funds transfer (ACH vs. FedWire) and the funds availability policy of the Merchant's depository account. Standard ACH transfers have a one-day clearing time frame, so an ACH item initiated on Tuesday would be received by the Merchant's depository bank on Wednesday morning. The receiving depository institution would control the availability of these funds.

For any Commonwealth Merchant that cannot meet the expedited settlement submission timeframes outlined above, the Processor offers a standard settlement processing cut-off time frame of 5:00 p.m. ET on the next business day following the transaction date (e.g. Monday transactions must be received by 5:00 p.m. ET on Tuesday in order to be processed according to the Processor's Standard Funding Schedule). EMD files received by this time are processed by the Processor's systems and will be included in late morning, early afternoon or late night clearing file transmissions to Visa and MasterCard. The funding of these transactions is one business day longer than the Expedited Funding schedule outlined in the previous schedule. The Processor will not initiate funding for any transactions not funded by Visa and MasterCard if these processing windows are not met. The Processor's Standard Schedule of Funding and Sample Processing Schedule are outlined in the following table:

Standard Fund Schedule Electronic Merchant Deposit (EMD) File Processing -- Visa® MasterCard® Transactions 5:00 p.m. ET EMD Transmission Deadline				
Monday	Tuesday	Wednesday	Thursday	Friday
Thursday Sales	Friday Sales Saturday Sales Sunday Sales	Monday Sales	Tuesday Sales	Wednesday Sales

Example:

Monday's sales that are settled via an EMD file transmission received after 2:00 AM EST on Tuesday. These transactions are processed during the Tuesday and the transactions will be funded to the Processor's clearing account on Wednesday. The transfer of these funds to the Merchant's account will be initiated on Wednesday. The transfer of these funds to the Merchant's account will be initiated via ACH or FedWire on Wednesday. The availability of these funds is controlled by the method of funds transfer (ACH vs. FedWire) and the funds availability policy of the Merchant's depository account. Standard ACH transfers have a one-day clearing time frame, so an ACH item initiated on Wednesday would be received by the Merchant's depository bank on Thursday morning. The availability of these funds would be controlled by the receiving depository institution.

The Processor will accept an auto-close time for each batch for each merchant identification number. Once the batch auto-closes, the next transaction will open a new batch and those transactions will process the following business day.

American Express will dictate its own settlement funding schedules.

20. Reserve. As a specifically bargained for inducement for Processor to enter into this Agreement with Merchant, Processor at its option reserves the right to i) establish from amounts payable to Merchant hereunder, and/or cause Merchant to pay to Processor, a reserve of funds satisfactory to Processor to cover actual or anticipated fees, liabilities, chargebacks, returns and any other applicable assessments. Processor represents to Merchant that it has no intention of requiring a reserve immediately upon execution of this Agreement. Processor will not require a reserve hereunder unless Processor, in its commercially reasonable judgment, believes its exposure under this Agreement is outside of Processor's normal risk standards.

In the event Merchant fails to establish, for any reason whatsoever, a reserve as required above, Processor shall have all of the rights and remedies available to Processor in this Agreement, including but not limited to exercising the rights and remedies of Processor in Section 13. In the event Processor exercises its right to establish a reserve pursuant to this Section, Merchant may, subject to the following provisions, terminate the Agreement upon 30 days advance written notice to

Processor provided Processor receives such written notice from Merchant of its intention to so terminate within 90 days of the date on which Processor establishes the reserve. Upon Processor's receipt of Merchant's written notice pursuant to the immediately preceding sentence, Processor may, at its option, return the reserve to Merchant and, in the event Processor elects to return the reserve to Merchant, Merchant shall not have the right to terminate this Agreement pursuant to this Section and this Agreement shall remain in full force and effect notwithstanding Merchant's written notice to terminate.

Merchant shall not sell, assign, transfer or encumber all or any part of its interest in the reserve account, if any, or any present or future rights under this Agreement, including but not limited to, Merchant's right to receive any payments or funds. Neither Processor nor Member Bank shall be obligated to honor any such purported attempt to sell, assign, transfer or encumber such interest, rights, payments or funds unless both Processor and Member Bank consent in writing. In the event Merchant breaches this paragraph, then, in addition to any other rights and remedies Processor may have under this Agreement and otherwise, Processor shall have the right, at its option, to withhold any or all funds or payments which would otherwise be payable to Merchant under this Agreement until it shall have received instructions concerning the disposition of such payments or funds, satisfactory in form and substance to Processor and signed by both Merchant and any purported assignee. Merchant shall indemnify Processor and hold it harmless from and against any and all claims, liabilities and damages which may be asserted against Vantiv by any purported assignee or any other person arising out of Merchant's purported sale, assignment, transfer or encumbrance of all or any of Merchant's present or future rights under this Agreement. Processor represents to Merchant that it has no intention of requiring a reserve or letter of credit immediately upon execution of this Agreement. Processor will not require a reserve or letter of credit hereunder unless Processor, in its commercially reasonable judgment, believes its exposure under this Agreement is outside of Processor's standard risk policy. Any reserve and/or letter of credit will be reasonable, and will be based upon Processor's then current risk exposure. By way of example, any of the following conditions could result in Processor determining that a reserve and/or letter of credit is required: i) a change in the business or marketing practices of Merchant; ii) a deterioration in the financial condition of Merchant; iii) a significant change in Merchant's target market or in Merchant's industry; iv) a legal or investigative action by any governmental body or Association where Merchant is a target or named party; or v) a data breach of systems used by Merchant. Such determination will also be based on Processor's role as a sponsor of Merchant and whether there is exceptional chargeback risk to Processor.

21. Indemnification.

A. Subject to the other limitations, terms and conditions of this Agreement, Processor shall indemnify, defend, and hold harmless Merchant, and its directors, officers, employees, affiliates and agents from and against all third party proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceeding, whether or not Merchant shall be designated a party thereto) which may be incurred by Merchant, its directors, officers, employees, affiliates, agents, and assigns, resulting from or arising out of (a) any material failure to comply with the terms and conditions of this Agreement by Processor, its directors, officers, employees, affiliates, agents, subcontractors, and assigns and (b) any grossly negligent act, error or omission by Processor, its directors, officers, employees, affiliates, agents, subcontractors, and assigns in connection with this Agreement.

B. Because the Commonwealth is constitutionally prohibited from legally binding a future Legislature for legal obligations, indemnification hereunder shall be subject to proof of liability memorialized in a settlement or judgment and subject to appropriation or other funding approved by the Merchant. Merchant shall indemnify, defend, and hold harmless Processor, and its directors, officers, employees, affiliates, agents, subcontractors, and assigns from and against all claims, losses, damages, demands, liabilities and expenses of any kind (including, without limitation, the reasonable fees and disbursements of counsel in connection with any investigative, administrative or judicial proceeding, whether or not Processor shall be designated a party thereto) which may be incurred by Processor, its directors, officers, employees, affiliates, agents, subcontractors and assigns, resulting from or arising out of any sales transaction acquired by

Processor hereunder, any material failure to comply with the terms and conditions of this Agreement by Merchant, its directors, officers, employees, affiliates, agents, subcontractors, Merchant Suppliers, and assigns, any Data Incident, or any infiltration, hack, breach, or violation of the processing system of Merchant, its Merchant Supplier, or any other third party processor or system.

C. The indemnification of each party shall survive the termination of the Agreement. The indemnified party shall (i) provide prompt written notice of any claim to the indemnifying party; (ii) cooperate with all reasonable requests of the indemnifying party; and (iii) surrender exclusive control of the defense and settlement of any third party claim to the indemnifying party provided that the indemnifying party will obtain the indemnified party's written consent prior to agreeing to any settlement or agreement that requires the indemnified party to make any admission of fault or to pay any amounts in connection with such settlement or agreement that are not fully paid for by the indemnifying party. The indemnified party shall not unreasonably withhold or delay any consent required under this Section. The indemnified party may elect to participate in the action with an attorney of its own choice at its own expense.

22. Review of Settlement Activity and Reports; Notice of Failure by Processor.

Merchant agrees that it shall review all reports, notices, and invoices prepared by Processor or its agent and made available to Merchant, including but not limited to reports, notices, and invoices provided via Processor's online reporting tool. Processor reserves the right to send some or all of the reports and/or invoices and/or notices of any pricing changes permitted under this Agreement via communication methods utilized as components of its Service Delivery Process which method Processor may change from time to time with notice via Processor's Service Delivery Process. Merchant expressly agrees that Merchant's failure to notify Processor that Merchant has not received any settlement oriented report (including any Account Change) within ten (10) business days from the date that settlement was due to occur, or fails to reject any report, notice, or invoice within forty five (45) business days from the date the report or invoice is made available to Merchant, shall constitute Merchant's acceptance of the same. In the event Merchant believes that Processor has failed in any way to provide the Services, Merchant agrees to provide Processor with written notice, specifically detailing any alleged failure, within sixty (60) days of the date on which the alleged failure first occurred or within 30 days of discovery, whichever is later.

23. Choice of Law; Jurisdiction; Venue.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts without regard to conflicts of law provisions. In the event that Processor or Merchant determines at any time that the fact that this Agreement is governed by Massachusetts law changes in any way the manner in which the Services must be provided, Processor shall have the right to terminate this Agreement upon 90 days prior written notice to Merchant. In the event Merchant first initiates any action or proceeding to enforce any liability or obligation under this Agreement, the parties hereby consent to service of process, personal jurisdiction, and venue in the state and federal courts in Boston, Massachusetts, with respect to such action or proceeding brought by Merchant and any and all other claims, counterclaims and/or issues arising out of such action or proceeding. In the event Processor first initiates any action or proceeding to enforce any liability or obligation under this Agreement, the parties hereby consent to services of process, personal jurisdiction, and venue in the state and federal courts in Boston, Massachusetts with respect to such action or proceeding brought by Processor and any and all other claims, counterclaims and/or issues arising out of such action or proceeding. Subject to approval by the Office of the Attorney General of the Commonwealth. MERCHANT AND PROCESSOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY MATTER UNDER, RELATED TO, OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTIONS OR RELATIONSHIPS CONTEMPLATED HEREBY.

24. Limit of Liability; Force Majeure.

A. EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, PROCESSOR DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MERCHANT HEREBY ACKNOWLEDGES THAT THERE ARE RISKS ASSOCIATED WITH THE ACCEPTANCE

OF CARDS AND MERCHANT HEREBY ASSUMES ALL SUCH RISKS EXCEPT AS MAY BE EXPRESSLY SET FORTH HEREIN.

B. Without limiting the foregoing, neither party shall be liable for lost profits, lost business or any incidental, special, consequential or punitive damages (whether or not arising out of circumstances known or foreseeable by the other party) suffered by such party, its customers, or any third party in connection with the Services provided hereunder. However, nothing in the foregoing sentence is in any way intended, and shall not be construed, to limit (i) Merchant's obligation to pay any fees, assessments or penalties due under this Agreement, including but not limited to those imposed by telecommunications services providers, VISA, MasterCard and/or Other Networks; or (ii) any damages due from Merchant related to an early termination of this Agreement; or (iii) any damages due from Merchant related to the failure by Merchant to exclusively receive the Services from Processor to the extent required by the Agreement, and/or (iv) Merchant's obligation to indemnify Processor pursuant to section 21. In no event shall Processor be liable for any damages or losses to the extent caused by the Merchant, or its employees, agents, or Merchant Suppliers that should have been reported to Processor pursuant to Section 26, or that first occurred, more than 120 days prior to Processor's receipt of written notice from Merchant. Processor's liability related to or arising out of this Agreement shall in no event exceed an amount equal to the lesser of (i) actual monetary damages incurred by Merchant or (ii) fees paid to and retained by Processor for the particular Services in question for the six calendar months immediately preceding the date on which Processor received a written notice from Merchant detailing Processor's material nonperformance under this Agreement. For avoidance of doubt, the cap on Processor's liability set forth in the immediately preceding sentence will not limit Processor's obligation to settle funds due to Merchant under this Agreement.

C. Processor shall not be deemed to be in default under this Agreement or liable for any delay or loss in the performance, failure to perform, or interruption of any Services to the extent resulting from a Force Majeure Event. Upon such an occurrence, performance by Processor shall be excused until the cause for the delay has been removed and the Processor has had a reasonable time to again provide the Services. No cause of action, regardless of form, shall be brought by either party more than 6 years after the cause of action arose. As required by the terms of this Agreement, to the full extent of its rights, Processor shall pass through to Merchant all original warranties provided by third party manufacturers of equipment, software, and other components sold to Merchant hereunder. Any restriction on Processor's liability under this Agreement shall apply in the same manner to Member Bank. In the event that Merchant has a claim against Member Bank in connection with the Services provided under this Agreement, Merchant shall proceed against Processor (subject to the limitations and restrictions herein), and not against Member Bank, unless otherwise specifically required by the Operating Regulations.

25. Controlling Documents. This Agreement (including all addenda and schedules and exhibits hereto and all documents and materials referenced herein) in the hierarchy outlined in Section 3, Request for Services, supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof, and sets forth the complete and exclusive agreement between the parties with respect to the Services and, unless specifically provided for herein, other services are not included as part of this Agreement. If there is a conflict between the Bank Card Merchant Agreement and an addendum or schedule or exhibit hereto, the addendum or schedule or exhibit shall control. If there is a conflict between the Rules Summary and this Agreement, the Rules Summary shall control. If there is a conflict between Operating Regulations and this Agreement, the Operating Regulations shall control. If there is a conflict between the Operating Regulations and the Rules Summary, the Operating Regulations shall control.

26. Regulatory Remedial Right. Processor may suspend or cease providing any Service in this Agreement if: (i) in Processor's reasonable opinion, such Service, or the business of Merchant, violates or would violate the Operating Regulations, or any applicable federal, state or local statute or ordinance, or any regulation, order or directive of any governmental agency or court; (ii) Merchant is accused by any federal, state or local jurisdiction of a violation of any applicable statute or ordinance or any regulation, order or directive of any governmental agency or court, or if Processor reasonably believes, based upon the opinion of its legal counsel, that Merchant may be in violation of any of the foregoing; and/or (iii) in Processor's reasonable opinion, Merchant's activities may result in increased regulatory scrutiny or reputational harm. Processor may also suspend or cease providing any Service in this Agreement to

Merchant if directed to do so by Member Bank. In addition, Processor reserves the right without notice to delete Merchant from the Services should Merchant not process sales transactions through Processor's system for a period of one year or more

27. Conversion; Deconversion. Subject to available funding for conversion costs, Merchant shall take all necessary steps to, and shall, promptly convert to Processor's system for the Services in this Agreement within 180 days of execution of this Agreement by Processor. Processor agrees that it shall not charge Merchant for Processor's standard and customary internal testing and conversion preparation only, in connection with Merchant's initial conversion to Processor's system at the commencement of this Agreement, and as determined by Processor in its sole reasonable discretion. Processor shall plan, perform, monitor and document tests that prove the design, acceptability and certification of any existing or new processing services. Processor shall assign an implementation consultant to work with Merchant on initial certification to the processing platform at the existing service level as well as future enhancements including, but not limited to, encryption, tokenization, EMV, etc. Processor shall develop and maintain a project plan collaboratively with the Merchant to address resources, test scripts, execution, and certification for applicable transactions. A Statement of Work (SOW) will be created for any new merchant conversions. The implementation consultant will then use the SOW to build and maintain the project plan for each phase and will work to allocate the appropriate resources as needed depending on the requirements of any project initiation. The foregoing shall not be deemed to limit Merchant's obligation to pay any third party fees and expenses incurred by Processor in connection with Merchant's conversion, which shall remain the sole responsibility of Merchant. Merchant agrees to be responsible for all direct and indirect costs (including but not limited to those incurred by Processor, its affiliates and/or agents) in connection with and/or related to Merchant's conversion from Processor at the termination of this Agreement and/or related to any conversion or programming effort affecting the Services after Merchant's initial conversion to Processor.

28. Confidential Information

(a) **Confidential Information Supplied by Processor.** Merchant acknowledges that Processor will be providing Merchant with certain confidential information, including but not limited to, this Agreement, third party audit reports, and information relating to the finances, systems, methods, techniques, programs, devices and operations of Processor and/or the Associations. Merchant shall not disclose any such confidential information to any person or entity (other than to those employees and Merchant Suppliers of Merchant who participate directly in the performance of this Agreement and need access to such information and other than as may be required by Massachusetts law and federal law). Without limiting the foregoing, Merchant agrees that it will fully comply with any and all confidentiality and security requirements of the USA Patriot Act (or similar law, rule or regulation), VISA, MasterCard, Discover, and/or Other Networks.

(b) **Confidential Information Supplied by Merchant.** Processor acknowledges that Merchant will be providing Processor with certain confidential information, including information relating to the methods, techniques, programs, devices and operations of Merchant. Such confidential information does not include transaction information which has been de-identified or aggregated. Processor will not disclose confidential and proprietary information about Merchant to any person or entity (other than to those employees and agents of Processor who participate directly in the performance of this Agreement and need access to such information). The confidentiality obligations contained in this Section 32 shall not apply to the extent that information is required to be disclosed by the Associations or any applicable federal, state or local ordinance, regulation or agency or any court or legal process or in the proper performance of this Agreement. Merchant acknowledges receipt of the Vantiv, LLC privacy notice ("Privacy Notice"). Merchant should direct any questions or requests for another copy of the Privacy Notice to a Processor customer service representative or Merchant's primary relationship manager, if applicable. Notwithstanding anything to the contrary in the Privacy Notice or this Agreement, Processor may use, disclose, share, and retain any information provided by Merchant and/or arising out of the Services, during the term and thereafter; (a) with Merchant's franchisor, Merchant's franchisee(s), association(s) to which Merchant belongs and/or belonged as of the commencement of this Agreement, (b) with any affiliate of Merchant; (c) in response to subpoenas, warrants, court orders or other legal processes; (d) in

response to requests from law enforcement agencies or government entities; (e) to comply with applicable laws or regulations; (f) with Processor's affiliates, partners and agents; (g) to perform analytic services for Merchant, Processor and/or others including but not limited to analyzing, tracking, and comparing transaction and other data to develop and provide insights for such parties as well as for developing, marketing, maintaining and/or improving Processor's products and services; and/or (h) to offer or provide the Services hereunder.

(c) **Miscellaneous.** The parties acknowledge that the injury that would be sustained by the party disclosing information as a result of the violation of this Section 28 cannot be compensated solely by money damages, and therefore agrees that the disclosing party shall be entitled to seek injunctive relief and any other remedies as may be available at law or in equity in the event of a violation of the provisions contained in this Section 28. The restrictions contained in this Section 28 shall not apply to any information which becomes a matter of public knowledge, other than through a violation of this Agreement or other agreements between the parties.

(d) **Publicity.** Merchant agrees that Processor may include Merchant's name on standard list of Processor's customers, which may be made public.

29. Financial Statements. In the event that Merchant ceases to be a political subdivision of the Commonwealth of Massachusetts (e.g., becomes a quasi-private company), Merchant shall provide Processor with an audited financial statement for Merchant's most recent fiscal year end and/or quarterly financial statements prepared and certified by Merchant's chief financial officer within 15 days of Processor's request therefor

30. No Waiver. If either party waives in writing an unsatisfied condition, representation, warranty, undertaking or agreement (or portion thereof) set forth herein, the waiving party shall thereafter be barred from recovering, and thereafter shall not seek to recover, any damages, claims, losses, liabilities or expenses, including, without limitation, legal and other expenses, from the other party in respect of the matter or matters so waived. Except as otherwise specifically provided for in this Agreement, the failure of any party to promptly enforce its rights herein shall not be construed to be a waiver of such rights unless agreed to in writing. Any rights and remedies specifically provided for in any addendum or schedule or exhibit are in addition to those rights and remedies set forth in this Agreement and/or available to Processor at law or in equity.

31. Compliance with Law.

Merchant represents and warrants to Processor that it will comply with all applicable federal, state and local laws and regulations in connection with Merchant's receipt of the Services and/or applicable to Merchant's business operations.

Processor represents and warrants to Merchant that it will comply and will cause its agents to comply with all applicable federal, state and local laws and regulations in connection with Processor's Services and/or applicable to Processor's business operations.

32. Security, Data Incidents. Merchant will be solely responsible for the security, quality, accuracy, and adequacy of all transactions and information supplied hereunder, and will establish and maintain adequate audit controls to monitor the security, quality, maintenance, and delivery of such data sent to Processor. Without limiting the generality of the foregoing, Merchant represents and warrants to Processor that it has implemented and will maintain secure systems for maintaining and processing information and for transmitting information to Processor. Processor shall have no liability whatsoever for the security or availability of any communications connection used in connection with the Services provided hereunder. Merchant acknowledges that Processor is responsible only for the security of its own proprietary systems, and systems under its direct control, and not for the systems of any third party, including without limitation any Merchant Supplier of Merchant. Merchant shall notify Processor immediately if Merchant becomes aware of or suspects a Data Incident. Merchant agrees to fully cooperate with Processor and any Association with respect to any investigation and/or additional requirements related to a suspected Data Incident.

33. Audits. At any reasonable time upon reasonable notice to Merchant, Merchant shall allow auditors, including the auditors of any Association or any third party designated by Processor or the applicable Association, to review the files held and the procedures followed by Merchant at any or all of Merchant's offices or places of business. Should Processor conduct an audit which is not required by the Operating Regulations or is not requested by an Association, such audit will be at Processor's sole expense; otherwise

the audit shall be at Merchant's expense. Merchant will assist such auditors as may be necessary for them to complete their audit. In the event that a third-party audit is requested by an Association, and/or required by the Operating Regulations, Processor may, at its option, and at Merchant's sole expense, either retain a third party to perform the audit, or require that Merchant directly retain a specific third party auditor. If Processor requires that Merchant directly retain the auditor, Merchant shall arrange immediately for such audit to be performed, and will provide Processor and the Associations with a copy of any final audit report.

Processor shall permit to the extent permitted by law, regulation, rule and order, the Commonwealth of Massachusetts, the U.S. Department of Transportation, the Comptroller General of the United States, the State Auditor of the Commonwealth of Massachusetts and other parties authorized by legislation or the Commonwealth of Massachusetts to audit its records, to inspect and audit, during business hours and upon reasonable prior notice, Processor's records directly and solely relating to Processor's performance of the Services to Merchant under this Agreement to the extent such parties have a reasonable business need to do so and such disclosure of records is permitted by law, regulation, rule, and order. For the purposes of clarity, Merchant shall not be allowed access to any systems, locations, or data containing confidential or proprietary information of Processor or any of its other customers.

34. System Requirements and Upgrades. Merchant agrees that the Services shall be provided in accordance with Processor's then current systems, standards and procedures and that Processor shall not be required to perform any special programming, to provide any special hardware or software or to implement any other system, program or procedure for Merchant. Unless otherwise agreed in writing by Processor, all sales transaction, settlement and other data and information used in connection with the Services shall be provided to Processor in Processor's then current data formats and by means of Processor's then current telecommunications configurations and protocols. Processor may make changes in the Services based upon, but not limited to, technological developments, legislative or regulatory changes, or the introduction of new services by Processor. Merchant shall comply with all time deadlines, equipment and software maintenance and upgrading requirements to the extent required by the Associations and/or Operating Regulations. Merchant shall use best efforts to comply with all other time deadlines, equipment and software maintenance and upgrading requirements which Processor may reasonably impose on Merchant from time to time.

35. Title to the Services. Merchant agrees it is acquiring only a nontransferable, non-exclusive right to use the Services. Processor shall at all times retain exclusive title to the Services, including without limitation, any materials delivered to Merchant hereunder and any invention, development, product, trade name, trademark, service mark, software program, or derivative thereof, developed in connection with providing the Services or during the term of this Agreement.

36. Limited Acceptance. If so indicated below, Merchant acknowledges and agrees that it wishes to be a Limited Acceptance merchant, which means that Merchant has elected to accept only certain VISA/MasterCard card types as indicated below, or via later notification. Merchant further acknowledges and agrees that Processor has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance and that Processor's obligations do not include policing card types at the point of sale. As a Limited Acceptance Merchant, Merchant will be solely responsible for the implementation of its decision for Limited Acceptance. Merchant will be solely responsible for policing, at the point of sale, the card type(s) of transactions it submits for processing by Processor. Should Merchant submit a transaction for processing by Processor that Merchant has indicated it does not wish to accept, Processor may process that transaction and Merchant will pay the applicable fees, charges, and assessments associated with that transaction. For Merchant's convenience, a general description of VISA/MasterCard card types are:

- a. Consumer Credit - a consumer credit card issued by a U.S. Issuer or a commercial credit card issued by a non-U.S. Issuer; this category does not include VISA or MasterCard branded signature-based debit cards.
- b. Consumer Debit - a VISA or MasterCard branded signature-based debit card (including certain stored-value and prepaid cards).

c. Commercial - a VISA or MasterCard branded credit card issued by a U.S. Issuer that bears the descriptive term "Business Card", "Corporate Card", "Purchasing Card", "Fleet Card", or similar descriptive term indicated pursuant to the Operating Regulations.

Only if checked below, Merchant wishes to be a Limited Acceptance Merchant, which means that Merchant will accept only the VISA/MASTERCARD card types indicated below:

- VISA Credit Cards
- VISA Debit Cards (signature based)
- MasterCard Credit
- MasterCard Debit Cards (signature based)

37. Intentionally Deleted

38. Modification of Agreement. Except as provided in this Agreement, this Agreement including any addendum or schedule or exhibit hereto shall only be modified or amended by an instrument in writing signed by Merchant and Processor. Any changes, additions, stipulations or deletions, including lining out, by Merchant, except where indicated by a space to be filled in (e.g., the space for Merchant's name and address), shall not be deemed to be agreed to or binding upon Processor unless agreed to in writing in the form of an amendment signed by each party hereto. Merchant agrees that Processor may amend this Agreement upon notice to Merchant if such amendment is a requirement of applicable law or an Association.

39. Headings and Construction. The headings used in this Agreement are inserted for convenience only and will not affect the interpretation of any provision. The parties each acknowledge that the limitations and exclusions contained in this Agreement have been the subject of active and complete negotiation between the parties and represent the parties' voluntary agreement. The parties agree that the terms and conditions of this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this document.

40. Authorization. Each of the parties hereto represents and warrants on behalf of itself that it has full power and authority to enter into this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate, limited liability company or partnership or other appropriate authorizing actions; that the execution, delivery and performance of this Agreement will not contravene any applicable by-law, corporate charter, operating agreement, partnership or joint venture agreement, law, regulation, order or judgment; that execution, delivery and performance of this Agreement will not contravene any provision or constitute a default under any other agreement, license or contract which such party is bound except that Merchant does not make this representation with regard to existing agreements, licenses or contracts of Merchant executed prior to execution of this Agreement if the terms of the existing agreements are different or contravene or constitute a default under any provision of this Agreement; and, that this Agreement is valid and enforceable in accordance with its terms.

41. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed an original but: all of which together shall constitute one and the same instrument.

42. Intentionally Deleted.

43. Member Bank. The Processor and Member Bank may jointly or individually assert or exercise any rights or remedies provided to Processor and Member Bank hereunder. Processor and Member Bank reserve the right to allocate the duties and obligations assigned hereunder to Processor between themselves, as they deem appropriate in their sole discretion. Member Bank has certain obligations to Merchant pursuant to the Operating Regulations. In the event of any conflict between this Agreement and the Operating Regulations on the subject of Member Bank's obligations, the Operating Regulations shall control. Processor is party to an agreement with Member Bank and under such agreement is authorized to provide the services described herein. This Agreement shall be deemed accepted by Member Bank as of the date the first transaction is acquired under this Agreement. As of the commencement of this Agreement, Member Bank shall be Fifth Third Bank, an Ohio banking corporation, located in Cincinnati, OH. The Member Bank may delegate certain or all of its duties to an affiliate of the Member Bank at any time, without notice to Merchant. The Member Bank may be changed, and its rights and obligations assigned to another party by Processor at any time with notice to Merchant.

44. Equal Opportunity and Workplace Environment

(a) Equal Opportunity. With respect to its exercise of all rights and privileges herein granted, Processor shall undertake affirmative action to the extent required by federal and state laws, rules and regulations pertinent to Civil Rights and Equal Opportunity that are specifically applicable to Processor, unless Processor otherwise is exempted therefrom. Processor agrees that it shall comply with any and all affirmative action plans submitted to Processor pursuant to the directives of any Federal agency and in accordance with Federal Law applicable to Processor.

(b) Non-Discrimination Policy. Processor shall not discriminate against any person, employee, or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex, sexual orientation, disability/handicap or Vietnam era veteran status in its activities under this Agreement, including, without limitation, the hiring and discharging of employees, the provision or use of Services, and the selection of suppliers, contractors, subcontractors, or trades persons. The term "employment" includes, but is not limited to, the following situations: promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; conditions or privileges of employment; and selection for training, including apprenticeship.

(c) Minority and Females - Processor shall take reasonable steps to encourage and utilize minority and female business enterprises for the Services provided under this Agreement. Processor shall take steps to provide for and ensure promotional opportunities for female and minority personnel.

(d) Disadvantaged Business Enterprises. The Merchant is committed to providing business opportunities, wherever possible, to Disadvantaged Business Enterprises (appropriately designated minority/women). These opportunities are provided in accordance with applicable State and Federal Guidelines.

While there is no DBE goal associated with this Agreement, the Merchant strongly encourages the use of Minority, Women and Disadvantaged Business Enterprises as prime contractors, subcontractors and suppliers in all its contracting opportunities.

No personnel decision will directly or indirectly be based on consideration of an employee's age, race, sex, religion, creed, color, sexual orientation, national origin, disability/handicap, ancestry or Vietnam era veterans' status.

(e) Drug and Alcohol Free Workplace Requirement. Processor and all suppliers to Processor and employees of suppliers to Processor, vendors, visitors, and volunteers are to be free of the effects of drugs, alcohol, controlled substances, or other prohibitive substances when they are on Merchant property in connection with the performance of the Services. In addition, all referenced parties are prohibited from using, possessing, selling or distributing any drugs, alcohol, controlled substances, or other prohibited substances when they are on Merchant property in connection with the performance of the Services. It is the responsibility of Processor to advise its employees of this requirement. Violators of this policy will not be allowed to remain on Merchant property or to continue conducting business for or with the Merchant.

45. Conflict of Interest. Upon written request by Merchant, Processor shall disclose in writing any known conflicts of interest which, in Processor's opinion, violate Chapter 268A of Massachusetts General Laws occurring during the period of performance hereunder and, to the extent permitted by applicable law, rule, regulation, and order, disclose the identity of those persons having any such conflict of interest. In such event, Processor shall consult with Merchant to learn what action is required under applicable law to resolve such conflicts.

46. No Agency or Joint Venture Created. This Agreement shall not be deemed to constitute the parties hereto as partners or joint ventures nor shall any party hereto be deemed to constitute any other party hereto as its agent. All liability related to wages or any other compensation with respect to persons actually providing the Services to the Merchant shall be the sole responsibility of Processor. Nothing in this Agreement except as specifically provided herein shall be construed as providing any control by the Merchant over the management, operations, and affairs of Processor during the term of this Agreement. Processor, through its duly

authorized officers and agents, shall retain control of Processor's management, operations, and affairs, including but not limited to: (i) the hiring and firing of Processor's employees, their hours, rates of pay and conditions of employment; and (ii) the manner in which the business of Processor is conducted during the term of this Agreement in connection with the Services described in this Agreement and in other services rendered to others by Processor during the term of this Agreement.

MERCHANT LEGAL NAME: Commonwealth of MA

By: _____

Name: Jeffrey Shapiro

Title: Deputy Comptroller / COO

Date: 9/21/15

47. Non-Liability of Board Members. No member of the Board of Directors of the MBTA shall be liable personally under or by reason of this Agreement or any of its covenants, articles, or provisions.

Approved as to Form:

48. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

49. Political Activity Prohibited. None of the Services shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

50. Insurance.

a. **Commercial General Liability Insurance.** Processor shall carry and maintain Commercial General Liability Insurance for personal injury, bodily injury, and property damage, with limits not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in aggregate, covering all work and services performed under this Agreement. Such insurance shall include all operations of the insured, shall include contractual liability covering this Agreement, and shall be written on an occurrence basis.

b. **Umbrella Liability Insurance.** Processor shall carry and maintain Umbrella Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) per occurrence and annual aggregate, covering all work and services performed under this Agreement. Such insurance shall be written on an occurrence basis.

c. **Workers' Compensation Insurance.** Processor shall carry and maintain Workers' Compensation Insurance, including Employers' Liability Insurance as provided by state law applicable to Processor, covering all work and services performed under this Agreement.

d. **Financial Institution Bond.** Processor shall carry a Financial Institution Bond with limits of not less than Fifty Million Dollars (\$50,000,000). To the extent Processor's insurer is not automatically including coverage for client's property coverage, Processor shall provide evidence of such coverage for the MBTA and shall provide an endorsement evidencing such proof.

e. **Errors and Omissions Liability Insurance.** Processor shall carry Errors and Omissions Liability Insurance with limits not less than Twenty-five Million Dollars (\$25,000,000). Such insurance shall be provided by Processor in a Bankers' Professional Liability Form or equivalent.

The required insurance coverages hereinbefore specified shall have a Best's rating of B+ or better; shall be taken out before work under this Agreement is commenced and be kept in full force and effect throughout the Term; and shall be primary to and non-contributory to any insurance or self-insurance maintained by Merchant. All such required insurance shall be written on an occurrence basis form as opposed to a claim made basis form, except for the Financial Institution Bond, which is only written on a discovery basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers as of the dates set forth below.

VANTIV, LLC

By: _____

Name: Brian Kassans

Title: Director Contracts Management

Date: 9.9.2015

MERCHANT PRICE SCHEDULE TO THE BANK CARD MERCHANT AGREEMENT

This Merchant Price Schedule shall be a schedule ("Schedule") to the Bank Card Merchant Agreement between Processor and Merchant. As used herein, the term "Agreement" shall have the meaning ascribed to it in the Bank Card Merchant Agreement. Except for the terms defined herein, the capitalized terms herein shall have the same meaning as ascribed to them in the Agreement. Exhibit A to the Merchant Price Schedule and Exhibit B to the Merchant Price Schedule are incorporated herein by reference.

I. PROCESSOR TRANSACTION AND OTHER FEES:

The fees applicable to Merchant shall be assessed by Processor to Merchant on a daily, monthly and/or other periodic basis at the sole reasonable discretion of Processor. Processor will issue invoices in accordance with current practices. The invoice structure must be flexible enough to invoice at the chain level with additional billing information down to the individual MID. Merchant will continue to receive one invoice per chain and be treated as one entity for all of the merchant locations combined except for interchange and certain related fees, interchange adjustments and certain other third party fees which Bank will assess to Merchant on a location by location basis. However, Merchant acknowledges and agrees that Bank, at its sole option and which Bank may change from time to time upon notice to Merchant in accordance with Bank's standard operating procedure, may assess some or all of the fees in the Agreement to Merchant on a consolidated basis (i.e., all Merchant locations shall be combined and treated as a single entity) and/or some or all of the fees in the Agreement to Merchant on a location by location basis.

A. Transaction Fees:

Transactions shall include but not be limited to sales drafts, authorizations, credits, account verifications, other point of sale of transactions, etc. A sales draft submitted with an authorization is one transaction.

- (i) VISA/MasterCard/Discover (including NOVUS Network)/
American Express/Diners Club/
Carte Blanche/PIN Debit Transactions

# of VISA/MasterCard/Discover (including NOVUS Network)/ American Express/Diners Club/Carte Blanche PIN Debit Transactions	\$ per Authorized Transaction*
0 – 25,000,000	\$0.0105
25,000,001 – 50,000,000	\$0.0090
50,000,001 +	\$0.0075

NO RESET. Tiered pricing will be cumulative throughout the duration of the contract. Transaction volume considered for this contract will be both The MBTA and The Commonwealth of Massachusetts. For tier qualification purposes, these volumes will be evaluated monthly until the least cost tier is achieved. Transactions processed on any Diner's Club card presenting the MasterCard logo will be processed and billed as a MasterCard transaction. In the event that Merchant's processing method differs materially from that reasonably anticipated by Processor at the commencement of this Agreement.

- (ii) Any and all transactional type of charges and surcharges above the processing fee defined above to include but not be limited to Dial-Up, mobile, contactless, Internet access charges, and the like (with the exception of encryption and security fees) Waived

- (iii) Voice Response – Dial Vantiv IVR for Authorization Fees Waived

- (iv) Operator Assisted Authorization Fees Waived

B. Other Fees:

- (i) Chargeback/Adjustment Processing \$5.00 per chargeback/adjustment *

**Does not include any fees related to chargebacks/ adjustments which may be imposed by third parties such as the Associations. This fee applies to prearbitration transactions, compliance cases, and any other transaction that is similar in nature to a

chargeback/adjustment. For chargebacks below \$5.00, chargebacks will be processed automatically. No chargeback/adjustment processing fee shall be assessed for such chargebacks below \$5.00; however all chargebacks will be reported on Vantiv Direct for review by Merchant.

- (ii) Document Image Fee Retrieval/Request Waived

- (iii) Vantiv Direct Access Fee

Each User ID(s) per month \$10.00/month/User ID used*
* Each User ID that is used in a given month, as determined by Processor's records of User IDs which have logged onto Vantiv Direct during the month, will result in a separate access fee charge. Processor's Vantiv Direct service is subject to change upon notice in accordance with Processor's standard operating procedure and will be provided in accordance with, and subject to the terms of, the Agreement and Processor's standards.

- (iv) Vantiv Direct Express Access Fee Waived

- (v) Virtual Terminal Processor Services and Fees

Processor's Virtual Terminal Processor Service (the "VT Services") is an enhancement to Processor's Vantiv Direct Services. Merchant acknowledges and understands that the VT Services allow Merchant to effectuate Card transactions within the Fifth Third Direct application in accordance with Processor's standards and procedures. Merchant shall be solely responsible for all authorized or unauthorized use of the VT Services arising out of or related to Merchant's use of the VT Services including but not limited to unauthorized transactions initiated via the use of Merchant's User ID's. Merchant acknowledges that use of a software application that has connectivity to the Internet poses an increased risk, and Merchant assumes all liability for such risks. Merchant warrants and represents to Processor that it has implemented and will maintain secure systems for use of the VT Services and the transmission of information to Processor. Merchant further acknowledges and agrees that Processor's only obligation will be to make the VT Services available on Processor's system in accordance with Processor's then-current standards. Merchant acknowledges and agrees that Processor's Vantiv Direct Services are required for use of the VT Services and that Processor's standard terms, conditions, and fees associated with the Vantiv Direct Services shall be and remain in effect. Merchant shall pay the following fees to Processor for the VT Services in addition to Processor's fees for the Vantiv Direct Services:

- Program Setup Fee Waived

- Monthly Usage Fee:
1 – 5 Users No Charge
Each Additional User Waived

- (vi) Daily EMAF Settlement Data File Fee Waived

- (vii) Operator Assisted Voice Transactions Waived

*includes operator assisted voice authorizations and other authorization systems used by Merchant and supported by Processor in accordance with its standards.

- (viii) Digital Voice Response System ("DVRs") Transactions Waived

- (ix) Annual Fee Waived

- (x) Wire Transfer No charge

- (xi) Supplies Processor's standard fees

- (xii) Banking Identification Number ("BIN") File Transmission Quoted

- (x) Programming, Consulting, Testing and Certification Services Quoted*
*Not to exceed \$350/day and/or \$5000/month
- (xi) Prime Routing Fees

Processor agrees that it will route Merchant's Debit Network Transactions in accordance with routing tables developed and implemented by Processor specifically for Merchant (the "Routing Tables"). Merchant's Routing Tables shall be based on factors such as the Network interchange rates, including consideration of regulated versus exempt status and standard versus premium classifications, other Network fees such as switch fees for which the Merchant specifically qualifies, and ticket size. Processor will be responsible for updating the Routing Tables as soon as practicable following the effective date of any changes to Network Rules and Regulations and other factors that may affect Merchant's costs.

Prime Routing One Time Implementation Fee	\$4500.00
Prime Routing Per Transaction Fee	\$0.0035/transaction

C. Regional and National POS Networks

Processor agrees to waive Processor network access fees for all networks to include but not be limited to the following networks.

Accel Network	Armed Forces Financial ("AFFN")
Alaska Option Network	Cartel
Credit Union 24	Fleet One
Interlink	Jeanie
Maestro	Member Access
NETS	NYCE
Pulse	Shazam
STAR	Tempo
TransAlliance	Voyager
Wright Express	Electronic Benefits Program ("EBT")
Other Networks	

II. TELECOMMUNICATION FEES

Merchant agrees to pay Processor all then current telecommunications fees and assessments as imposed by telecommunications services providers, Processor, and/or any Association in connection with the Services Merchant receives hereunder whether incurred by Merchant, Processor, their affiliates and/or agents. The following telecommunications fees shall be paid by Merchant but are subject to change upon notice to Merchant in accordance with Processor's standard operating procedure, based on increases and/or surcharges by telecommunications service providers, Processor, and/or any Association and such changes shall be automatically effective and immediately payable when assessed by Processor. Unless otherwise indicated herein or in the Agreement, the following telecommunications fees are in addition to transaction fees, and interchange and other third party reimbursements.

A. Merchant Host to Processor Host Direct Connect Port Fees:

- (i) Monthly Port Fees To Be Quoted
- (ii) Device Fee Quoted *
*Merchant POS Terminals Directly Connected to Processor Host
- (iii) Diner's Club/American Express/
Carte Blanche/ Check Guarantee
Transactions Surcharge Fee Waived
- (iv) Discover and American Express Transactions Surcharge Fee Waived
- (v) Other To Be Quoted

B. Dial Up Network Services

- (i) Processor Dial Up Network Services Waived*

*The above transaction fees are based on Merchant following Processor's standards regarding both authorization and data capture, and based on Processor's third party costs for telecommunications support.

- (ii) Other Processor Dial-Up used or supported by Vantiv Waived

III. NETWORK FEES

Merchant agrees to pay Processor all then current fees, fines, assessments, loss allocations, and penalties as imposed by the Associations, whether incurred by Merchant, or Processor, Processor's affiliates and/or agents in connection with the Services provided to Merchant. Processor may allocate any such amounts in a manner as it deems advisable in its sole reasonable discretion. The interchange and other fees set forth in Exhibit A and B are, or were, in effect but are subject to change and to surcharges by the applicable Association with such changes and/or surcharges effective as determined by such organizations. Each sales transaction is evaluated separately by the applicable Association to determine the qualifying interchange and other fees. If for any reason any sales transaction submitted on behalf of the Merchant fails to qualify for the lowest interchange or other fees, Processor at its option may charge Merchant for any incremental fees or expenses.

Processor will make every reasonable effort to work with Merchant to assist Merchant in its attempts to route transactions through the least cost network, and Processor agrees that it will route Merchant's Other Network transactions in accordance with Merchant's request and in accordance with Processor's standards. Merchant acknowledges that Merchant is responsible for any violation of the applicable Other Network rules and regulations that may result by any such request and Processor's implementation and support of the same and further acknowledges that Processor has not made nor shall Processor be deemed to have made at any subsequent time any representations or assurances that any routing order requested by Merchant is or is not compliant with the applicable Other Network rules and regulations. Consequently, Merchant (and any successor or assign), on behalf of itself and its affiliates agrees to indemnify, defend and hold harmless Processor, and its directors, officers, employees, affiliates and agents, from and against any and all proceedings, claims liabilities and expenses whatsoever (including attorney's fees and expenses) arising out of or in any way connected with Processor's re-routing of Merchant's Other Network debit transactions and/or any changes Processor may make to such routing, including those requested by Merchant. Processor reserves the right, but without any obligation to do so, to modify and/or change without notice the routing of Other Network transactions from time to time.

Processor will make reasonable efforts to support Merchant's attempts to work with Associations to reduce interchange fees that could affect the Merchant's business. Merchant acknowledges that Processor makes no assurances that the Associations will reduce interchange rates, or that Associations will address these matters with Merchant.

IV. EQUIPMENT

A. Equipment Purchase or Rental To Be Quoted

Only in the event Merchant rents any equipment from Processor in connection with the Services, Merchant agrees to abide by all the terms and conditions of Processor's standard Addendum B which is incorporated herein.

B. Equipment Swap Program

The Equipment Swap Program is available only for stand-alone PIN Pads and check readers, and for terminals supported by Processor and integrated with PIN Pads or check readers. In the event that Merchant chooses to "swap" certain equipment in its possession for equipment of the same brand and model provided and programmed by Processor or by Processor's designated equipment provider (the "Equipment Provider"), the following terms and conditions shall apply. Processor or its Equipment Provider shall provide Merchant with programmed terminal(s) (the "Processor Equipment"). Immediately upon its receipt of the

Processor Equipment, Merchant will mail Equipment Provider a corresponding number of used equipment of the same brand and model, in good working condition ("Merchant Equipment"). Merchant shall mail the Merchant Equipment to Equipment Provider in accordance with the instructions provided to Merchant by Processor or Equipment Provider. Upon Equipment Provider's receipt of the Merchant Equipment, the Merchant Equipment shall become the property of Equipment Provider. If Equipment Provider does not actually receive the Merchant Equipment from Merchant within 30 days of the date on which Equipment Provider shipped the Processor Equipment to Merchant, Processor shall charge Merchant its standard purchase price for the Merchant Equipment. Upon i) Equipment Provider's receipt of the Merchant Equipment and ii) Processor's receipt of the fees set forth in this Section, and in consideration thereof, the Processor Equipment shall become the property of Merchant.

Merchant shall pay Processor the following fees in connection with the Equipment Swap program:

- | | |
|-------------------------------------------------|---------------------------------|
| (i) Terminal Swap Fee | \$125.00/terminal |
| (ii) External Check Reader/
PIN Pad Swap Fee | \$75.00/check reader or PIN pad |

C. Equipment Reprogramming Services

The Equipment Reprogramming Services are available only for stand-alone PIN Pads and check readers, and for terminals supported by Processor and integrated with PIN Pads or check readers. In the event that Merchant chooses to use existing equipment in its possession, Merchant shall mail such equipment in good working condition ("Merchant Equipment"), to Processor's designated equipment provider (the "Equipment Provider"), in order to allow Equipment Provider to reprogram the Merchant Equipment. Merchant shall mail the Merchant Equipment via insured shipment to the address designated by Processor or Equipment Provider. Upon Equipment Provider's receipt of the Merchant Equipment, Equipment Provider will reprogram the Merchant Equipment, and will return the equipment to Merchant.

Merchant shall pay Processor the following fee in connection with the Equipment Reprogramming Services, in addition to all shipping and handling fees:

- | | |
|------------------------------------------------------|---------------------------------|
| (i) Terminal Reprogram Fee | Waived |
| (ii) External Check Reader/
PIN Pad Reprogram Fee | \$25.00/check reader or PIN Pad |

VI. OTHER SERVICES Per the Agreement or To Be Quoted

The parties acknowledge that the Bank Card Merchant Agreement between them, as supplemented by this and other schedules, Addenda and/or Exhibits, set forth the complete and exclusive agreement between the parties with respect to the Services provided.

VII. SECURITY SERVICES

1. General Security Services. Merchant may utilize tokenization ("Tokenization") products and services and/or point-to-point encryption ("P2PE Service") products and services on select terminals using services provided wholly or partially by a third party with the support of Processor (collectively referred to as "Security Services"). Merchant bears all risk and responsibility for conducting Merchant's own due diligence regarding the fitness of Security Services for a particular purpose and for determining compliance with the Rules Summary, the Operating Regulations, and the Laws. Accordingly, Merchant's use of Security Services is at Merchant's own risk. Processor's decision to offer Security Services shall not limit Merchant's duties and obligations contained in this provision or the Agreement. Merchant acknowledges that the receipt of Security Services may require the use or upgrading of certain terminals and/or equipment or new message specifications (which shall be at Merchant's sole expense) and may not be supported on all terminals/equipment. Processor does not warrant or guaranty that use of the Security Services, in itself, will: (i) result in Merchant's compliance with Rules Summary, Operating Regulations, and/or Laws; (ii) prevent any and all unauthorized breaches of your terminals, systems or facilities;

or, (iii) be uninterrupted or error-free. Merchant agrees that it shall not acquire any interest in (ownership, intellectual property or otherwise) any of the third party provider software used to provide the Security Services. Merchant shall not, and shall have no right to, own, copy, distribute, sub-lease, sub-license, assign or otherwise transfer any portion of such third party provider software used to provide the Security Services or any materials provided by Processor or to modify, decompile, or reverse engineer any such software, materials, or the Services.

2. Point-to-Point Encryption (P2PE) Service. The P2PE Service is a two part service designed to: (i) encrypt (make unreadable) card data information at the origin of the payment transaction, which is a PCI-PTS certified Secure Cryptographic Device (SCD) that has licensed P2PE functionality that aligns with the P2PE technologies hosted by the Processor; and, (ii) decrypt card data information at the destination of the transaction, which are the Processor's processing systems. As applicable, Merchant acknowledges and agrees that it shall acquire said P2PE functionality from an applicable third party provider or authorized reseller and that said licensed functionality may incur fees in addition to those set forth herein. Card data information protected by the P2PE Service may include Track 1 or Track 2 data (Magnetic Stripe Data obtained through a magnetic card swipe read) or PAN Data (Manually Entered Personal Account Number ("card") data) as appropriate to the type of transaction processed on the SCD. The SCD functionality supporting the P2PE Service is designed to securely store or generate encryption keys which are used in conjunction with the P2PE functionality to encrypt card data at the moment that the card data is captured by the SCD. The P2PE Service applies only to transactions that were encrypted by the SCD and sent from the terminal to our authorization and settlement systems pursuant to the Agreement. Supported transactions include, but may not be limited to, those associated with credit (signature), debit (signature) and debit (PIN). Merchant acknowledges that provision of P2PE services to Merchant is subject to the availability of the licensed encryption software from the applicable third party provider and Merchant's compliance with the terms of this addendum and the Agreement.

3. Tokenization Service. Processor will offer Tokenization services in which cardholder PAN data, once received by the Processor, is replaced with a surrogate ("Token") value. Deliverables of these services include; (1) the creation of tokens and (2) the recognition and use of a Processor issued pre-existing token to support all post authorization transactions with the Processor, which includes initiating a new authorization with a token value. Data necessary to convert tokens back to Cardholder data will be maintained in Processor's systems. Merchant access to the Tokenization service is provided via the following channels:

- "Standard Tokenization" is provided on a per transaction basis in-line with each authorization request
- "Non-Standard Tokenization" is provided as separate "non-authorization" message to the Processor that results in a token being generated and returned outside of a purchase transaction
- "Graphical User Interface (GUI) Tokenization" is provided for merchant operations personnel with appropriate credentials to convert or revert card values and tokens via the Processor's Direct product interface
- "Batch Tokenization" is provided as a file based service to support the mass conversion of any existing store of cardholder data. Batch Tokenization is the process of receiving a file that includes multiple card values, performing the tokenization process for each card value and returning a response file that includes the corresponding token value.

Standard, Non-Standard, GUI and Batch Tokenization are separate and unique service offerings and respective fees apply for the use of each service. Message Specifications are limited to those that exist in Processor's current Service offering.

The Parties agree that the scope of these Services does not include the certification or systematic configuration of third parties or firmware licensing as selected by the Merchant to support Tokenization Services.

At the conclusion of the contracted term for Tokenization services, Merchant will have 90 days to request, via written request to Processor, a Batch De-Tokenization of the merchant's token store, located within the Merchant's systems. For purposes of this Amendment, Batch De-

Tokenization shall mean the process of receiving a file that includes multiple token values, performing the de-tokenization process for each token value and returning a response file that includes the corresponding card value. After 90 days, Processor will no longer be responsible for maintaining the data necessary to De-Tokenize Merchant's token store or be able to guarantee availability of data. Upon mutual agreement, Processor may offer to the Merchant, De-Tokenization Data Management Services under separate agreement to support the token store after the termination of the current Agreement supporting Tokenization services.

Upon reasonable notice, Processor maintains the right to cease, modify or enhance providing the Security Services without penalty and will use commercially reasonable efforts to offer a substitute service if applicable.

Merchant has opted to utilize the following Security Services and here by agrees to pay Processor the following fees in connection therewith:

a.

P2PE and Tokenization Combined	P2PE Only [1]	Tokenization Only [2]
\$0.0175/trans	\$0.0117/trans	\$0.0058/trans

[1] A transaction is defined as any authorized transaction processed using a certified and secure terminal

[2] A transaction is defined as every time the token vault is accessed with the Card value

b. Batch Token Pricing \$0.0015/transaction*

*a transaction is defined as every time the token vault is accessed with the Card value

c. P2PE SCD Terminal Fee(s)

1. P2PE Application License Fee (per terminal)

Verifone	To be quoted by Verifone
Non-Verifone	\$40/terminal
2. Key Injection Services (per terminal)
Quoted – Additional costs may be applicable upon written agreement of the parties

e. Other Services Quote

4. PayPage Service. The PayPage Service is a two part service designed to (i) capture card data information from a given webpage using embedded PayPage technology and, (ii) submitting the card data to a Processor hosted PayPage server to exchange the card data for a Registration ID / Low Value Token before the data is transmitted back to the Merchant's eCommerce website. Merchant acknowledges and agrees that it shall acquire said PayPage functionality from the Processor and is responsible for all development effort necessary to embed said technology as appropriate within one or more Merchant web pages. Information protected by the PayPage Service includes Primary Account Number (PAN) Data manually entered into any webpage that includes embedded PayPage technology. The resulting Registration ID / Low Value Token must subsequently be submitted to the Processor's processing systems within a configurable timeframe to facilitate the exchange of the Registration ID / Low Value Token for a High Value, Multi-Use Token (see Tokenization Service). Merchant acknowledges that provision of the PayPage services to Merchant is subject to Merchant completing integration and certification efforts with Processor.

a. PayPage Quoted

VANTIV, LLC

By: _____
 Name: Brian Kassens
 Title: Director Contracts Management
 Date: 9.9.15

MERCHANT LEGAL NAME: COMMONWEALTH OF MASSACHUSETTS

By: _____
 Name: Jeffrey Shapiro
 Title: Deputy Comptroller / COO
 Date: 9/2/15

Approved as to Form: _____

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**AMENDMENT NO. 1 TO
THE BANK CARD MERCHANT AGREEMENT**

This Amendment No. 1 to the Bank Card Merchant Agreement, made among VANTIV, LLC ("Processor"), Member Bank, and COMMONWEALTH OF MASSACHUSETTS ("Merchant"), amends that certain Bank Card Merchant Agreement among the parties dated as of September 2, 2015, including all Schedules, Exhibits and Amendments thereto (the "Agreement"). The Agreement shall be amended in the following respects.

I. The Price Schedule to the Bank Card Merchant Agreement shall be amended as follows:

1. The following service shall be added as Section B(xii):

"(xii) Internet Transactions which are supported by Processor in accordance with Processor's standards and at Processor's sole option.

a) TSYS/VirtualNet Services

- VirtualNet IP

\$0.05/transaction*

* plus any applicable line costs

- VirtualNet SSL

\$0.05/transaction"

Except as otherwise provided in this Amendment, the terms of the Agreement shall remain in full force and effect. This Amendment shall have no force or effect unless and until countersigned by Processor.

For VANTIV, LLC, and FIFTH THIRD BANK

MERCHANT: COMMONWEALTH OF MASSACHUSETTS

By: _____

Name: Brian Hessans

Title: Director Corporate Mgmt.

Date: December 17, 2015

By: _____

Name: Jeffrey Shyano

Title: Deputy Comptroller & COO

Date: 12/16/15

**NO. 2 AMENDMENT TO
THE BANK CARD MERCHANT AGREEMENT**

This Amendment No. 2 to the Bank Card Merchant Agreement executed by Merchant on September 9, 2015 (the "Agreement") is made among VANTIV, LLC ("Processor") and FIFTH THIRD BANK, an Ohio banking company ("Member Bank") (collectively "Bank") and COMMONWEALTH OF MASSACHUSETTS ("Merchant"). In the event of a conflict between the Agreement and this Amendment, the provisions of the Agreement shall prevail.

Bank and Merchant hereby agree as follows:

- I. **The parties desire to transition certain Merchant's Bank Card processing to Processor's eCommerce platform. The eCommerce platform requires certain operational differences be adopted by the parties as compared to the card present platform operated by Processor.**

1. **Definitions:**

The following definitions shall apply to this Special Amendment:

Account Holder means any person who holds or is authorized to access a checking account at a bank or other licensed institution.

Authorization is a request to obtain an electronic approval of an anticipated sale transaction by an Account issuer or its designee. Batch or online Authorizations may be obtained from Processor at any time and are attributed to the Submission Fiscal Day in which they occur.

Bank Day is a day when Member Bank is open to the public for carrying on substantially all of its banking functions.

Chargeback Adjudication Services are where Processor: i) receives chargebacks and retrieval requests; ii) displays them to Merchant via its online user interface; iii) counsels Merchant, when needed, about Operating Regulations, information requirements and appropriate responses; iv) collects the relevant information from Processor's files and, if necessary, from Merchant and other sources; v) forwards properly formatted re-presentation data to the initiator for disputed chargebacks; vii) acts as liaison between Merchant and the initiator for any subsequent dispute resolution procedures such as arbitration; vi) transfers chargeback liability from Merchant back to the initiator for disputed chargebacks resolved in Merchant's favor (a "Reversed Chargeback").

Conveyed is the settlement service (such as American Express) where Processor i) provides Authorizations; and ii) forwards transactions to an Association; after which Processor and Member Bank have no further involvement or liability.

Daily Proceeds is the amount for any Submission Fiscal Day of:

Sale transactions,
Less refund transactions,
Less chargebacks (or Returns in the case of eCheck transactions),
Plus Reversed Chargebacks (in the case of credit card transactions),
Less the amount of a prior Submission Fiscal Day's Overdraft.

eProtect is a two part service designed to (i) capture card data information from a given webpage using embedded data security technology and, (ii) submitting the card data to a Processor hosted data security server to exchange the card data for a Registration ID / Low Value Token before the token is transmitted back to the Merchant's eCommerce website.

Fees are the aggregate of i) Processing Fees; ii) third party assessments as further discussed in Section 11 of the Agreement and iii) any other amounts due Processor and Member Bank by Merchant under the Agreement.

Funds Initiation Date is "X" Bank Days after the Submission Fiscal Day where "X" is shown in the Settlement Bank Days column of the "Payment Types" block in Section 6 below.

NACHA means the National Automated Clearing House Association which is an organization that establishes and controls the regulations under which financial institutions may process ACH transactions.

Notification of Change is a non dollar transaction sent to Processor by the receiving institution which advises that the data contained in the original eCheck Transaction is either incorrect or has been changed.

Online Reporting Period is the period during which Reports are available online ending no earlier than i) fourteen (14) months for detailed Reports; and ii) fourteen (14) months for summary Reports from the time they are originally provided which period shall not be affected by a termination of this Agreement. Reports from earlier periods may be available for a fee by special request.

Overdraft is a negative amount of the Daily Proceeds for a Submission Fiscal Day.

Processing Fees are the fees Processor charges Merchant for services as specified in Section 7 of this Addendum.

Purchased is the settlement service (such as Visa, Discover or MasterCard) where Processor i) provides Authorizations; ii) facilitates Processor and Member Bank Settlement transaction purchases; iii) provides Chargeback Adjudication Services on behalf of Merchant; and iv) initiates funds transfers. Processor and Member Bank assume the related liability and are responsible to monitor Merchant's compliance with Operating Regulations.

Reports are provided online by Processor for each Fiscal Day's activity by 10:00 AM ET the next calendar day and include an accounting for each currency with supporting detail of i) transaction activity, Daily Proceeds, reserves and funds transfers for Purchased settlement services; and ii)

transaction activity for the Conveyed settlement service. Such Reports are available throughout the Online Reporting Period. Reports shall be upgraded, enhanced and/or modified by Processor in its sole discretion.

Reserve Deficit is an amount by which a Reserve is less, or is projected by Processor to become less, than the amount needed to cover Liabilities attributable to Merchant.

Reserve Surplus is an amount by which a reserve is more, or is projected by Processor to become more, than the amount needed to cover Liabilities attributable to Merchant.

Settlement is the process that begins when Merchant submits a sale or refund transaction to Processor and ends with the transfer of the related funds to an Account or Liability Account.

Submission Fiscal Day is a 24 hour period that begins at 6:00:00 PM ET and ends at 5:59:59 PM ET wherein Merchant submits a transaction. A Submission Fiscal Day's date is the calendar day in which the Submission Fiscal Day ends. For the avoidance of doubt, if a submission does not occur during a given day it shall be considered a "Fiscal Day."

Token: A unique, randomly assigned proxy which represents a specific Cardholder account number.

Token Registration: The process used to create a Token upon initial presentation of a Cardholder account number to Processor.

Verification means the system of electronically matching eCheck Transaction information against a negative file account database for the purpose of identifying accounts which have unpaid checks outstanding or have been closed for cause.

All other capitalized terms shall have the meaning set forth in the Bank Card Merchant Agreement.

2. Processing, Payment and Accounting

Merchant shall submit to Processor for processing its volume relating to the Payment Types identified below and pay Processor Fees as defined above. Each Submission Fiscal Day, Processor will direct the transactions submitted by Merchant to the appropriate Association. For Purchased transactions only, Processor will instruct Member Bank to initiate the funds transfer of Daily Proceeds to Merchant according to the Bank Card Merchant Agreement.

3. Overdraft and Reserve Deficit Resolution

Section 6. Exception Items and Section 20. Reserve of the Bank Card Merchant Agreement shall apply.

4. Chargebacks, Retrieval Requests, and Fees

Processor shall provide Chargeback Adjudication Services for Purchased transactions, as further described above. Processor shall not provide Chargeback Adjudication Services for Conveyed transactions. Merchant authorizes and directs Member Bank and/or the Associations to route all Purchased chargeback and retrieval request documentation to Processor, who will recreate or retrieve information deemed necessary to adjudicate and process such items on behalf of Merchant. For Purchased transactions, when Processor has determined it has all necessary information, Merchant hereby authorizes Processor to resolve chargebacks and respond to retrieval requests on its own without further consulting Merchant. Notwithstanding any other provision of this Agreement, Acquirer and Processor are hereby authorized by Merchant to charge the amount of daily chargebacks and Fees pursuant to the Bank Card Merchant Agreement.

5. eCheck Processing

Processor agrees to provide eCheck transaction processing services to Merchant, and Merchant hereby agrees to pay Processor fees as set forth below, all in accordance with the terms set forth herein and in the Agreement. Processor does not guaranty that eCheck transaction processing services will be delivered error-free or uninterrupted to the extent such transactions are outside the direct control of Processor. All eCheck transactions must be supported by a previously obtained authorization from the Account Holder (if required under the NACHA rules, federal regulations, laws, or Operating Regulations, hereinafter called an "eCheck Authorization"), and Merchant agrees to maintain and store such eCheck Authorizations and provide evidence of such eCheck Authorizations to Processor upon its request. Additionally, Merchant agrees to record and store telephone conversations and other data transmissions with account holders for the purposes of demonstrating compliance with NACHA rules, federal regulations, laws, and Processor's security procedures. eCheck transactions shall be presented in a manner and format acceptable to Processor. Processor will report to Merchant those eCheck transactions which fail the Verification process. Merchant agrees not to reinitiate eCheck transactions once they have received a "Payment Stopped" as a reason for a Return, unless an eCheck Authorization from the Account Holder overriding the stop payment has been received. Merchant understands, acknowledges and agrees that Verifications are for informational purposes only and are not a guaranty of payment of any eCheck transaction. Verifications are provided by third party service providers and Processor does not warrant the veracity of any Verification. Merchant agrees that if it resells eCheck services to Sponsored Merchants, it shall assure such Sponsored Merchants execute a contract with proper eCheck terms, which shall be provided or otherwise approved by Processor. Notwithstanding the above, except for any transfer of transaction data from Sponsored Merchants to Processor for facilitation of eCheck transactions to the ACH network, Merchant represents and warrants that it shall not engage in any sale, resale, or other unlawful transfer of Account Holder information.

Merchant is responsible for complying with all applicable laws, federal regulations and Operating Regulations governing electronic check processing, check conversion and/or the initiation of preauthorized electronic debit entries, including but not limited to the Electronic Fund Transfer Act of 1978, Federal Reserve Regulation E, the Patriot Act and any applicable anti-money laundering laws and regulations, the Electronic Signatures in Global and National Commerce Act, and all FTC and NACHA rules and regulations. If, based on the results of a Verification, Merchant determines that it will not proceed with an Account Holder's eCheck transaction, Merchant agrees to provide such Account Holder (in a manner that complies with

applicable law, the NACHA rules, and applicable regulations) with a "Decline Notice", substantially in the same form as set forth in Exhibit A attached hereto. Merchant shall be solely responsible for ensuring that it provides this notice in the proper manner, and agrees to indemnify and hold Processor harmless for any failure to timely and properly deliver such notice.

6. Value-Added Services

The Value-Added Services are defined as follows:

Account Updater Transaction Match: A notification Processor receives from a card network after requesting updated cardholder information, which Processor then makes available to the merchant for the merchant's use.

eProtect: A two part service designed to (i) capture card data information from a given webpage using embedded data security technology and, (ii) submitting the card data to a Processor hosted data security server to exchange the card data for a Registration ID / Low Value Token before the token is transmitted back to the Merchant's eCommerce website. Merchant acknowledges and agrees that it shall acquire said data security functionality from the Processor and is responsible for all development effort necessary to embed said technology as appropriate within one or more Merchant web pages. Processor will provide resources necessary to facilitate integration and certification with Merchant web pages. Information protected by the eProtect service includes Primary Account Number (PAN) Data manually entered into any webpage that includes embedded data security technology. The resulting Registration ID / Low Value Token must subsequently be submitted to the Processor's processing systems within a configurable timeframe to facilitate the exchange of the Registration ID / Low Value Token for a High Value, Multi-Use Tokenization (see Tokenization Service). Merchant acknowledges that provision of the eProtect services to Merchant is subject to Merchant completing integration and certification efforts with Processor.

Processor shall provide the Value-Added Services to Merchant as additional optional services that may be utilized in conjunction with Purchased and Conveyed transactions. Upon thirty (30) days written notice to Merchant, Processor may alter any or all of the Value-Added Services, including but not limited to changing the price(s) or the feature functionality set(s), however, prices and or fees may not be increased without prior written consent of Merchant and Value-Added Services may not be altered in any manner that interrupts Commonwealth business without prior written consent of Merchant. Additionally, upon written notice to Processor, Merchant shall have the immediate right to opt-out of the use of any or all of the Value-Added Services at any time. A decision to opt-out shall be the exclusive remedy of Merchant with regard to a change in the Value-Added Services. Notwithstanding the above, in the event Processor requires one of the Value-Added Services as a condition for transaction processing in order to mitigate risk identified by Processor, Merchant may not opt out of that service without Processor's prior written consent.

Notwithstanding Section 13 of the Agreement, should Processor or Bank determine, in their sole discretion that Merchant's use of the Value-Added Services results in a breach of the agreement, Processor shall have the option to immediately cease providing the Value-Added Services and/or to terminate the Agreement per its applicable terms. The Value-Added Services are provided "as is." Other than any warranties made by Bank in the Agreement, Processor provides no express or implied warranties with respect to the Value-Added Services, including without limitation the implied warranties of merchantability or fitness for a particular purpose.

7. The Merchant Price Schedule to the Agreement shall be amended by adding the following:

Merchant shall submit the below Payment Types in accordance with the Processing Fees outlined herein.

Payment Types:	Settlement Service:	Settlement Bank Days:
Visa	Purchased	1
MasterCard	Purchased	1
American Express	Conveyed	N/A
Discover	Purchased	1
eCheck	Purchased	1

Processing Fees:	Note
Per Electronic Authorization:	\$0.0105 [1]
Per Electronic Authorization Reversal:	\$0.0105 [1]
Per POS Authorization:	\$0.0105 [1]
Per POS Authorization Reversal:	\$0.0105 [1]
Per Voice Authorization:	\$0.00
Per Voice Interactive Authorization:	\$0.00
Per Voice Referral Authorization:	\$0.00
Per Voice Address Verification:	\$0.00
Per POS Sale Transaction:	\$0.00
Per POS Refund Transaction:	\$0.00
Per Purchased Sale Transaction:	\$0.00
Per Purchased Refund Transaction:	\$0.00
Per Conveyed Sale Transaction:	\$0.00

Per Conveyed Refund Transaction:	\$0.00
Per Chargeback Request or Return Processed:	\$5.0000
Per Retrieval Request Processed:	\$5.0000
Per Representation Processed:	\$5.0000
Per Compliance Case:	\$5.0000
Per Pre-Arbitration Case:	\$5.0000
Per Arbitration Case:	\$5.0000
% Gross Purchased Sales:	0.0000%
Per Fiscal Day Overdraft Fee:	\$0.0000
Per ACH Credit/Debit Funds Transfer:	\$0.00
Per Wire Funds Transfer:	\$0.0000

[1] Notes Related to Processing Fees:	
Authorization Count	Visa, MC, AMEX, Discover, Authorization
Tier 1: 1-25,000,000	\$0.0105
Tier 2: 25,000,001-50,000,000	\$0.0090
Tier 3: 50,000,001+	\$0.0075
The Authorization count will begin at zero. If the Authorization count moves into a new tier in accordance with the above tiers, pricing will automatically adjust to the new tier without annual reset for the life of the contract. Such pricing change will be effective beginning with the following day's transactions.	

eCheck Processing Fees	
Per eCheck Sale or Refund Transaction:	\$0.2500
Per eCheck Return:	\$2.5000
Per eCheck Notification of Change (NOC):	\$2.5000
Per eCheck Account Update:	10.0%
Per eCheck Automatic Redeposit:	\$0.5000
Per eCheck Verification:	\$0.1500
Data Security Fees	
Per Token Registration:	\$0.0100
Per Batch Tokenization Record	\$0.0100
Per Batch De-Tokenization Record:	\$0.0100
Per eProtect Request:	\$0.0300
Value-Added Services Processing Fees	
Automatic Account Updater	
Per Account Updater Transaction Match:	\$0.0300
Per MID Account Updater enrollment	Waived

Except as otherwise provided in this Amendment, the terms of the Agreement shall remain in full force and effect, and all other terms and conditions in the Agreement shall apply. This Amendment shall have no force or effect unless and until countersigned by Bank.

FOR VANTIV, LLC and FIFTH THIRD BANK

MERCHANT: COMMONWEALTH OF MASSACHUSETTS

By: _____
Name: Brian Kessans
Director Contracts
Management
Title: _____
Date: 9/22/16

By: _____
Name: Jeffrey Shapiro
Deputy Controller & COO
Title: _____
Date: 9/21/16

EXHIBIT A

DECLINE NOTICE

We're sorry, but we are unable to proceed with your transaction. This determination was based on information provided by Certegy Check Services, Inc. ("Certegy"). To protect your privacy, Certegy did not provide any financial information to [Merchant Legal Name] during the authorization process.

The reason your transaction was not authorized was due to [mark one of the following based on applicable decline code transmitted by Certegy]:

- account closed
- dishonored check or transfer information contained in Certegy's files
- Certegy had insufficient information available
- the identification information you entered did not conform to established guidelines

You have the right under the Fair Credit Reporting Act to know the information Certegy utilized to make a determination regarding your check. If you find that any information Certegy utilized in its decision is inaccurate or incomplete, you have a right to dispute it with Certegy.

You may call Certegy toll free at 800-695-1854, or write to Certegy Check Services, Inc., P.O. Box 30046, Tampa, FL 33680-3046. If you contact Certegy, please provide the following information so they can respond promptly to your request:

- | | |
|-------------------------------|-------------------------------------|
| • Full Name | • Driver's License Number and State |
| • Current Address | • Home Telephone Number |
| • Date Declined | • Date of Birth |
| • Dollar Amount | • Social Security Number |
| • Check/Draft/Transfer Number | • Merchant Name |
| • Checking Account Number | • Name of Financial Institution |