8

SUBJECT: PIGGYBACK CENTRAL FLORIDA EXPRESSWAY AUTHORITY CONTRACT WITH BANK OF AMERICA #000900

BID #: PSC-0362-23 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – JUNE 12, 2023 THROUGH JUNE 11, 2024

AGENCY: TREASURY DIVISION

BASIS OF AWARD: PIGGYBACK CONTRACT

NUMBER OF BIDS INVITED: N/A **NUMBER RECEIVED:** N/A **OTHER:** N/A

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback off Central Florida Expressway Authority Contract #00090 with Bank of America for merchant services for the Treasury Division. Estimated annual expenditure amount not-to-exceed $207,964.48. Period of service will be from June 12, 2023 through June 11, 2024 with additional one (1) year terms until terminated by the parties upon one hundred and twenty (120) days notice prior to the end of the then existing term.

Funding shall be encumbered from various accounts - executed by formal contract agreement through the Office of General Counsel and processed via Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Risk Management Approval, Supplier Quote, Piggyback RFP & Contract

ANALYST: _____
Corey Sidlo

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: PATRICK J. GREIVE, DIRECTOR, ADMINISTRATION AND FINANCE

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Finance and Administration
Department 117 West Duval
Street, Suite 300
Jacksonville, FL 32202
(904) 255-5355
www.coj.net

ONE CITY.

ONE
JACKSONVILLE.

March 17, 2023

MEMORANDUM

TO: **Dustin Freeman, Chief of Procurement**

FROM: Paul Barrett, Treasurer

THRU: Patrick J. Greive, Director, Administration and Finance

RE: **Bank of America Merchant Services Contract Piggyback on CFX contract**

The City's Merchant Services contract with Bank of America Merchant Services expires on June 11, 2023. The City considered processing a competitive RFP when we learned that the Central Florida Expressway Authority processed a competitive RFP in which Bank of America Merchant Services was awarded the contract.

Pursuant to Section 126.211 and 126.309 of the Purchasing Code, approval is requested for a non-competitive, "piggy-back" award to Bank of America Merchant Services to continue providing Credit Card Merchant Services. This will allow the City to save time and expense for various departments in converting point-of-sale equipment, redirecting web-based credit card payment gateways and issuing and evaluating a separate RFP.

The Central Florida Expressway Authority's Contract rates are based on an estimated $95 million sales volume and the City would be billed at the same rates with the execution of a Participation agreement.

Treasury is requesting an award to authorize the City to enter into a replacement participation agreement pursuant to Section 126.309 of the Purchasing Code with Bank of America Merchant Services for credit card and debit card processing. The scope of available services and pricing are as indicated in the attached Central Florida Expressway Authority Contract 000900 as amended per the attached documents. An initial award in the amount of $207,964.48 representing the current available budget through September 30, 2023.

The Central Florida Expressway Authority initial five (5) year term commended on June 14, 2013, for an initial term of 5 years and automatic renewal for successive one (1) year terms until terminated by the parties upon one hundred and twenty (120) days notice prior to the end of the then existing term. The Treasury Division is recommending an initial term commencing June 12, 2023, and additional one (1) year terms until terminated by the City or Bank of America upon one hundred and twenty (120) days notice.

Attachments: Email indicating Bank of America's willingness to continue providng services
CFX BOA Participant Rider
Central Florida Expressway Authority RFP 000900
Central Florida Expressway Authority RFP 000900 Addendum
Central Florida Expressway Authority Contract 000900
Contract Amendment No. 1 – Name Change
Contract Amendment – Terms and Pricing

Sidlo, Corey

From:	Verdejo Magras, Wanda on behalf of RiskReview
Sent:	Monday, April 3, 2023 8:08 AM
To:	Garard, Judith
Subject:	RE: RISK CONCLUDED REVIEW FOR Credit Card Processing-Piggybacking off CXF (Central Fl Expressway)
Attachments:	SAME SCOPE AS P-04-20 ; RISK RECOMENDATION INS. REQ FOR Credit Card Processing-Piggybacking off CXF (Central Fl Expressway).docx; STATE OF UTAH CONTRACT.pdf

Greetings,

Sorry I missed your call but I have a Dr. appointment.

I am asuming that your question is on the coverages :

- **Fiduciary Liability** $5,000,000 per Claim and Aggregate (Fiduciary Liability insurance helps protect companies from claims of mismanagement and the legal liability related to serving as a fiduciary.)
- **Crime – Employee Fidelity** $5,000,000 Per Loss (Crime insurance deals with the limitations of other policies and extend protection to include the fraudulent activities of employees)

A little background on the review I did for Credit Card Processing-Piggybacking off CXF (Central Fl Expressway)…..

- State of Utah Contract did not have much of insurance requirements.
- I asked for the scop of the agreement to determine the insurance requirements and I was told that the scope is **identical** to P-04-02 therefor I applied the same insurance requirements as P-04-02 (see attached).

If for any reason you feel that the insurance requirements need to be modified, please submit the scope for "Credit Card Processing-Piggybacking off CXF (Central Fl Expressway)" and will re-review.

NOTE: Please label all emails correspondence: Subject: Credit Card Processing-Piggybacking off CXF (Central Fl Expressway) - Procurement

NOTE: All emails sent to Wverdejo@coj.net **&** RiskReview@coj.net

Any further questions, please feel free to contact me.

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314

ONE CITY. ONE JACKSONVILLE

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From: Garard, Judith <JGarard@coj.net>
Sent: Friday, March 31, 2023 3:08 PM
To: Verdejo Magras, Wanda <WVerdejo@coj.net>
Cc: Baker, Alex <ABAKER@coj.net>
Subject: FW: RISK CONCLUDED REVIEW FOR Credit Card Processing-Piggybacking off CXF (Central Fl Expressway)

Wanda:
Thank you for taking the time to review the scope of services for Credit Card processing. I have a couple of questions about the recommended insurance requirements.

Please give me a call when you get a couple of minutes.

Judith A. Garard, CPA
Senior Manager – Treasury Administration
City of Jacksonville | Treasury
117 West Duval St., Suite 300
Jacksonville, FL 32202
PH: (904) 255-5353

From: Baker, Alex <ABAKER@coj.net>
Sent: Friday, March 31, 2023 1:32 PM
To: Garard, Judith <JGarard@coj.net>
Subject: FW: RISK CONCLUDED REVIEW FOR Credit Card Processing-Piggybacking off CXF (Central Fl Expressway)

Garard, Judith

From: Perea, Dennis <dennis.perea@bofa.com>
Sent: Wednesday, January 18, 2023 12:58 PM
To: Garard, Judith
Cc: Steward, Mary
Subject: FW: State of FL - BAMS Agreement Status
Attachments: CFX (BOA) Participant Rider 10-31-22 cln.docx; Central FL Expressway Contract.zip

Importance: High

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good Afternoon,

I'm the Bank of America Merchant Partner, Central Florida Expressway (CFX) has a stand-alone contract in place with us today, and they have agreed to allow state municipal entities to participate in that contract. Attached is the participant rider we will need signed (1st attachment), as well as the current contract in place with us (2nd attachment). Please note that no modifications are allowed to this rider-it is "as is", as our Legal team has worked diligently on this for months. It is designed to protect CFX as well as the participants.

A couple of important items to note:

- Pricing mirrors existing State of FL contract today, so your pricing will not change.
- Contract auto-renews annually in June but nothing additional is required annually.
- Your MIDs, equipment, reporting, etc. will remain intact and processing will continue business as usual.
- Any additional products that are not included in the CFX agreement will need to be added as a separate product addendum, example is Clover.

Please review and let us know what questions you have. Attached summary of surcharge, convenience and service fee requirements.

Thank you,

Dennis Perea
Vice President, Merchant Specialist
Global Banking & Markets | Bank of America
Office / Mobile: 561-578-2443 | Fax: 704-409-0852
Dennis.Perea@bofa.com

BANK OF AMERICA

Circle of Excellence Award Recipient

Out of Office:

Bank of America

Merchant Services

000900

July 8, 2013

Claude Miller
Director of Procurement
Orlando Orange County Expressway Authority
4974 ORL Tower Road
Orlando FL 32807

RE: Master Services Agreement with Addenda

Dear Mr. Miller:

Enclosed is a fully executed original of the above-referenced Agreement and Addenda for your records.

If you have any questions, please contact your sales representative.

Sincerely,

Ann Quirino

Ann Quirino
Executive Assistant
Contract Management
440-779-6042

RECEIVED
CONTRACTS DEPT
7/11/13
SIGNATURE / DATE

AMENDMENT NO. 1 TO MASTER SERVICES AGREEMENT
BY AND BETWEEN
BANC OF AMERICA MERCHANT SERVICES, LLC,
BANK OF AMERICA, NA
AND
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

This Amendment No. 1 ("Amendment 1") is made and entered into by and between Banc of America Merchant Services, LLC ("BAMS") and Bank of America, NA ("Bank") (collectively, "Servicers") and Central Florida Expressway Authority fka Orlando Orange County Expressway Authority, ("Customer") as of this 24 day of July, 2014, to amend and supplement that certain Master Services Agreement between the parties dated July 3, 2013 (the "MSA").

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

I. Customer's legal name has been changed to "Central Florida Expressway Authority."

II. **Amendment of Section 2 Term.** Section 2.1 is hereby amended to read as follows:

"2.1 This MSA, and each Addendum, shall (i) be in effect June 21, 2014, and shall remain effective through the initial term of five (5) years and (ii) automatically renew for successive one (1) year terms until terminated by the parties thereto upon one hundred and twenty (120) days' notice prior to the end of the then existing term. If Customer terminates this MSA or an Addendum in accordance with the foregoing provision and continues to use the Services after the effective date of such termination, then Customer's termination shall be deemed rescinded and the MSA or Addendum shall remain in effect until subsequently terminated in accordance with the foregoing terms. This MSA shall remain in effect until all Addenda are terminated at which time it shall terminate automatically."

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be duly executed by their authorized officers, all as of the day and year first written above.

BANC OF AMERICA MERCHANT SERVICE, LLC

BY: Kyle Robinson

TITLE: SVP

DATE: 7/30/2014

BANK OF AMERICA, NA
By: Banc of America Merchant Services, LLC pursuant to limited Power of Attorney

NAME: Kyle Robinson

TITLE: SVP

DATE: 7/30/2014

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Claude Miller

TITLE: Director of Procurement

DATE: 7/24/14

REVIEWED AND APPROVED
BY CFX LEGAL

Joseph Passiatore

AMENDMENT TO MASTER SERVICES AGREEMENT RE: PARTICIPANTS

This Amendment to Agreement Re: Participants ("Participant Amendment") dated _____ ("Effective Date") is made by and among Bank of America, N.A., for itself and as assignee of Banc of America Merchant Services, LLC ("Bank"), **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("Lead Merchant") and the below identified Participant (each, a "Participant" and collectively, the "Participants") and supplements and amends the defined Integrated Agreement structure within the **Umbrella Agreement for Merchant Processing Services with its referenced documents ("Umbrella Agreement") between the parties dated _____**(collectively, as amended and supplemented from time to time, the "Agreement"). Lead Merchant and Bank (as amended and supplemented from time to time, all collectively the "Agreement"). For the purposes of this Participation Amendment (and the Agreement), a "Participant" shall be defined as any government entity or political subdivision located within the jurisdictional limits of the State of Florida, such as an office, department, division, bureau, board, commission, educational system or other agency, with separate statutory authority, or delegated authority from the Lead Merchant to procure services or otherwise operate under a separate tax identification number as the Lead Merchant (where applicable) that has executed a Participation Amendment. The Lead Merchant and Participants may be referred to herein individually as "Merchant" and collectively as the "Merchants".

Capitalized terms not defined in this Participant Amendment have the meanings set forth in the Agreement, whether or not the corresponding terms in the Agreement are in all capital letters.

The parties agree to the following:

A. Participants Join the Agreement; Lead Merchant Authority.

The Agreement, as stated within the Umbrella Agreement, consists of the following: (a) the Umbrella Agreement,; (b) the Master Services Agreement dated as of June 14, 2013 ("MSA"), (c) Amendment No. 1 to the Master Services Agreement dated as of July 24, 2014 ("MSA Addendum"), (d) Payeezy Services Addendum ("Payeezy Addendum"), dated as of March 30, 2020 (e) any amendments or supplements made to the Agreement after the Effective Date as more fully described herein and (f) this "Amendment to Master Services Agreement Re: Participants" signed by a Participant (the "Participant Amendment").

Each Participant hereby agrees to the terms of the Agreement with the same effect as if it had physically signed the Agreement and entered into a separate version of the Agreement with Bank; provided, however, (i) each Participant (including any Additional Participants, as defined below) acknowledges receipt of a copy of the Agreement, (ii) authorizes the Lead Merchant to act as agent for such Participant in connection with matters relating to the Agreement, including (a) administering the services provided under the Agreement (for purposes of this Participant Amendment, the "Services"), including but not limited to (a) terminating the Agreement entirely and (b) agreeing to assignments, modifications and amendments to the Agreement); any and all such actions by the Lead Merchant will be binding on the Participants; provided; however, Participants agree to reimburse Lead Merchant for any and all causes of actions, injuries, or damages arising from Lead Merchant acting as the agent of the Participants as set forth herein and (iii) with respect to each Participant, Section 5.2 of the MSA is hereby amended to read as follows:

5.2 Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS MSA TO THE CONTRARY, PROVIDER'S CUMULATIVE LIABILITY, IN THE AGGREGATE (INCLUSIVE OF ANY INDEMNIFICATION OBLIGATION UNDER THIS MSA OR ANY ADDENDUM OR ANY COMPONENT OF THE AGREEMENT STATED IN THE Umbrella Agreement (OR ANY LATER AMENDMENTS THERETO), WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS MSA OR ANY ADDENDUM OR ANY COMPONENT OF THE AGREEMENT STATED IN THE UMBRELLA AGREEMENT (OR ANY LATER AMENDMENTS THERETO)) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE LESSER OF, (I) $100,000; OR (II) THE AMOUNT OF FEES RECEIVED BY PROVIDER PURSUANT TO THIS MSA FOR THE SERVICES IN THE IMMEDIATELY PRECEDING 12 MONTHS. Section 5.2 of the MSA remains unchanged with respect to Lead Merchant.

Bank may conclusively rely on Lead Merchant's authority to act for itself and to bind the Participants with respect to the foregoing. Notwithstanding any provisions to the contrary, each Participant shall be solely responsible for its own performance under the Agreement, including, but not limited to (a) presenting, managing, transmitting and responding to inquiries regarding Sales Drafts, Credit Drafts, and retrieval requests, (b) providing settlement account instructions and debit authorizations (including for Chargebacks and other amounts owed under the Agreement), (c) transmitting and receiving data and information regarding Participants (including any regarding the Participant's Sales Drafts (including Cardholder data) and other transactions), (d) coordinating and effecting Terminal changes, (e) executing set-up forms as necessary to provide the Services. The parties hereto agree that Lead Merchant is not guaranteeing the performance of any Participant under the Agreement, nor shall any Participant shall be responsible for the obligations of other Participants, and neither shall any Participant act on behalf of, or instruct Bank with respect to, any other Participant. Bank will enforce the terms of the Agreement directly against each Participant. Each Participant does not waive any defense of sovereign immunity it may have in any Claims brought by a third party against each Participant relating to the indemnity obligations under the Agreement.

B. Settlement Accounts. Each Participant will provide Bank with financial institution information necessary for Bank to transfer settlement funds resulting from such Participant's Sales Drafts ("Settlement Funds") to an account owned by each such Participant. Settlement Funds for Participants will not be transferred to settlement accounts owned by Lead Merchant nor any other Participant. Each Participant represents and warrants to Bank that no Settlement Funds of a type that, by virtue of a statutory, regulatory, contractual or other restriction, cannot be commingled with other funds or payments will be submitted to or received in any Participant settlement account.

C. Lead Merchant Reaffirmed Obligations; Representations; Warranties and Covenants. The Lead Merchant reaffirms all of its representations, warranties, covenants, agreements, obligations and responsibilities set forth under the Agreement. Each Participant hereby represents and warrants to Bank that (a) it is a Participant as such is defined hereunder and (b) all necessary action was taken by the Participant's governing body to provide Lead Merchant all necessary power and authority to act on behalf of Participant in connection with the Agreement and the Services of such Participant as described in this Participation Amendment.

Additionally, each Merchant represents and warrants to Bank that (a) the execution and delivery of this Participant Amendment has been authorized by all necessary corporate and governmental action and does not violate any provision of law applicable to such Merchant, or any provision of such Merchant's organizational documentation or any other agreement binding upon such Merchant, (b) the person(s) executing and delivering this Participant Amendment for and on behalf of such Merchant are duly authorized to do so and (c) the information for such Merchant, as set forth below and/or in Attachment I to this Participant Amendment, including, without limitation, the tax identification number for such Merchant, is true, complete and accurate.

Each Merchant agrees that Bank's reliance and actions taken based on the representations and warranties contained in this Participant Amendment do not constitute negligence or willful misconduct. Further, each Merchant hereby agrees that Bank will not be liable, and such Merchant shall not sue or otherwise make claims against Bank for or on account of any claim for damages arising out of or relating to the Bank allowing the arrangements contemplated by this Participant Amendment.

D. Merchants; Additional Participants and New Services. All references in the Agreement to "Customer" or "CUSTOMER" shall have the same meaning as set forth in this Participant Amendment for "Merchant". Each Participant hereby acknowledges and agrees that, from time to time, the Lead Merchant may, without notice to or consent of the Participants (i) join additional entities ("Additional Participants") as parties to the Agreement by duly completing and executing (on behalf of itself and the Participants) an Accession Agreement, substantively consistent with the terms of this Participant Amendment and acceptable to Bank, at which time, such Additional Participants shall have the same rights and obligations as the Participants, and the Lead Merchant shall have the same obligations with respect to such Additional Participants as it has for the Participants and/or (ii) subscribe to additional services ("New Services") via an amendment, addendum or supplement in a form acceptable to the Bank signed by the Lead Merchant (on behalf of itself and the Participants, including any Additional Participants), at which time such New Services shall also constitute Services under the Agreement.

E. Termination. For the avoidance of doubt, Bank may suspend or terminate the provision of Services and/or the Agreement (as applicable) with respect to any Participant, as such suspension or termination rights are described in the Agreement. Bank may terminate the Agreement with respect to any Participant(s), with (90) ninety days' notice for any reason and with as much notice as is reasonably practicable under the circumstances if: (i) upon notice to Participant if, in Bank's sole discretion such termination is necessary for Bank to comply with its obligations under any Applicable Law or the Card Organization Rules; (ii) upon notice to Participant where Bank is required to do so by Applicable Law, the Card Organizations; and/or (iii) immediately if Merchant causes, or may cause, harm or loss of goodwill to the Card Organizations' systems. Any Participant may also terminate its Participant Amendment with (90) ninety days' notice for any reason. This Participant Amendment will also automatically terminate upon termination of the Agreement or the

F. Counterparts. This Participant Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Participant Amendment. Receipt of an executed signature page to the Participant Amendment by telecopy, or other electronic transmission shall constitute effective delivery thereof.

Participants Each Participant shall be as identified as set forth in the signature block to this Participant Amendment and in Attachment 1 to this Participant Amendment, attached hereto.

Fees Shall be as identified in the Agreement.

Except as modified above, the Agreement remains in full force and effect and any reference to it after the Effective Date will mean the Agreement as modified by this Participant Amendment.

This Participant Amendment is not binding on Bank unless and until signed by Bank.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY	**BANK OF AMERICA, N.A.**
("LEAD MERCHANT") Bound by Umbrella Agreement	("BANK") By:_____ Name:_____ Title:_____ Date:_____
("PARTICIPANT") By:_____ Name:_____ Title:_____ Date:_____	("PARTICIPANT") By:_____ Name:_____ Title:_____ Date:_____

ATTACHMENT 1 TO AMENDMENT TO MASTER SERVICES AGREEMENT RE: PARTICIPANTS

Legal Name	D/B/A	Address	Notices (if any) Name/Title/Fax	Tax ID #	Method of Settlement (See Agreement)
					Mark one box: ☐ Debit/Credit Direct Settlement Account ☐ Wire Transfers/Debits to Designated Account ☐ Automated Clearing House Credit/Debit to Designated Account Bank Account Number: Bank Account Name: Name & Address of Bank: Bank Officer Contact: Phone Number:
					Mark one box: ☐ Debit/Credit Direct Settlement Account ☐ Wire Transfers/Debits to Designated Account ☐ Automated Clearing House Credit/Debit to Designated Account Bank Account Number: Bank Account Name: Name & Address of Bank: Bank Officer Contact: Phone Number:

MASTER SERVICES AGREEMENT

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY CUSTOMER's Legal Name		Doing Business As	
4974 ORL TOWER RD Street Address	ORLANDO City	FL State	32807 Zip Code
CUSTOMER's business organization type (corporation, LLC, partnership, non-profit or other entity)	State of Organization	Taxpayer Identification Number	
ROBERT JOHNSON Recipient/Title For Notices		Facsimile Number	

This Master Services Agreement (**"MSA"**) is by and between the CUSTOMER identified above and BANC OF AMERICA MERCHANT SERVICES, LLC (**"BAMS"**) for the Services identified below:

The intent of this MSA is to provide one set of standardized general terms and conditions to be utilized for multiple relationships within the United States between CUSTOMER and BAMS and/or third party providers who enter into addenda to this MSA with CUSTOMER (each of BAMS and such third party providers are referred to as a **"PROVIDER"**) for all services provided by them. Each Addendum to this MSA (**"Addendum"** and collectively, the **"Addenda"**), whether entered into concurrently herewith or hereafter, will contain terms, operational descriptions, specifications and associated pricing specific to those services contemplated thereunder (**"Services"**). Each Addendum will be subject to this MSA unless the applicable Addendum provides that additional and/or other terms and conditions apply. Except to the extent otherwise expressly set forth in this MSA or an Addendum, references to this MSA shall be deemed to include each Addendum and references to each Addendum shall be deemed to include this MSA. For purposes of each Addendum, (i) the PROVIDER(S) thereunder will become parties to this MSA upon execution of such Addendum as if such PROVIDER(s) had physically executed this MSA, (ii) the terms of this MSA shall apply separately to each Addendum and the PROVIDER(s) thereunder; provided, that to the extent more than one PROVIDER enters into an Addendum, and unless that Addendum expressly provides otherwise, (a) each such PROVIDER'S obligations shall be joint, but not several, and (b) each such PROVIDER shall have separate but equal rights against the CUSTOMER. No PROVIDER shall be obligated to, or have any rights against, the CUSTOMER under any Addendum to which it is not a party.

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

1. **Services; Recitals; Certain Definitions.** The Services subscribed to concurrently herewith shall be more fully described in the following Addenda: Merchant Services Bankcard Addendum to Master Services Agreement; Other Card Services Supplement to Merchant Services Bankcard Addendum and Attachment I to Schedule A.

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

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

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

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

2. **Term.**

2.1 This MSA, and each Addendum, shall (i) be in effect upon complete execution of each such document, and each such document shall remain effective through the initial term of five (5) years from the date of this MSA unless otherwise specified in an Addendum and (ii) automatically renew for successive one (1) year terms until terminated by the parties thereto upon one hundred and twenty (120) days' notice prior to the end of the then existing term. If CUSTOMER terminates this MSA or an Addendum in accordance with the foregoing provision and continues to use the Services after the effective date of such termination, then CUSTOMER's termination shall be deemed rescinded and the MSA or Addendum shall remain in effect until subsequently terminated in accordance with the foregoing terms. This MSA shall remain in effect until all Addenda are terminated at which time it shall terminate automatically.

2.2 This Subsection 2.2, Sections 3-5, 7, 9, 11-19 and Subsection 10.2 will survive termination of this MSA.

3. **Financial and Other Information.**

3.1 CUSTOMER agrees to provide PROVIDER quarterly financial statements of CUSTOMER within forty five (45) days after the end of each fiscal quarter and annual audited financial statements within ninety (90) days after the end of each fiscal year. Such financial statements shall be prepared in accordance with U.S. generally accepted accounting principles. CUSTOMER also shall provide such other financial statements and other information concerning CUSTOMER's business and CUSTOMER's compliance with the terms and provisions of this MSA as PROVIDER may reasonably request. CUSTOMER authorizes PROVIDER to obtain from third parties financial and credit information relating to CUSTOMER and CUSTOMER's individual principal officers or owners, as authorized under this MSA. Such information will be used by PROVIDER in connection with PROVIDER'S determination whether to accept this MSA and PROVIDER's continuing evaluation of the financial and credit status of CUSTOMER. Pursuant to Applicable Law, including the USA PATRIOT Act, PROVIDER is obtaining information and will take necessary action to verify CUSTOMER's identity. Upon request, CUSTOMER shall provide to PROVIDER or their representatives or our regulators reasonable access to CUSTOMER's facilities and records for the purpose of performing any inspection and/or copying of CUSTOMER's books and/or records deemed appropriate by PROVIDER.

3.2 CUSTOMER will provide PROVIDER with written notice of CUSTOMER's intent to liquidate, substantially change the basic nature of its business, transfer or sell any substantial part (25% or more in value) of its total assets, or if CUSTOMER or its parent is not a corporation whose shares are listed on a national securities exchange or on the over-the-counter market, change the control or ownership of CUSTOMER or its parent, thirty (30) days prior to such liquidation, change, transfer or sale taking place. CUSTOMER will also notify PROVIDER of any judgment, writ, warrant of attachment, execution or levy against any substantial part (25% or more in value) of CUSTOMER's total assets not later than three days after CUSTOMER obtains knowledge of any such judgment, writ, warrant of attachment, execution or levy.

4. **Indemnification.**

4.1 CUSTOMER agrees to be responsible for and reimburse PROVIDER, its Affiliates, agents, subcontractors, employees directors and officers t all Claims brought against PROVIDER, and all related Losses, to the extent such Claims result from: (a) any breach of any warranty, covenant or obligation of CUSTOMER under this MSA; or (b) any misrepresentation by CUSTOMER under this MSA; (c) any gross negligence or willful misconduct of CUSTOMER, its employees, or agents in connection with CUSTOMER's Card transactions; or (d) CUSTOMER's provision of goods and services to Cardholders. By agreeing to the foregoing, CUSTOMER does not waive any defense of sovereign immunity it may have in any Claims brought by a third party against CUSTOMER relating (a), (b), (c) or (d) herein.

4.2 PROVIDER agrees to defend, indemnify and hold harmless CUSTOMER from and against all Claims brought against CUSTOMER, and all related Losses, to the extent such Claims result from: (a) any breach of any warranty, covenant or obligation of PROVIDER under this MSA; or (b) any misrepresentation by PROVIDER under this MSA.

4.3 In the event of any legal action or claim with any third parties concerning any transaction or event in which a claim for reimbursement against a party may be made under this MSA, the party to be reimbursed/ hereunder (the "reimbursed party") agrees to: (a) promptly notify the reimbursing party hereunder (the reimbursing party") of the legal action or claim, (b) reasonably cooperate with the reimbursing party in the making of claims or defenses, and (c) provide information, assist in the resolution of the legal action or claim and make available at least one employee or agent who can testify regarding said claim or defenses. The reimbursing party shall, upon written notice from the reimbursed party, immediately undertake the defense of any said legal action or claim with counsel reasonably satisfactory to the reimbursed party. In any event the reimbursing party shall be entitled to direct the defense and settlement thereof with counsel reasonably satisfactory to the reimbursed party; provided, however, that the reimbursing party shall not compromise or settle any claim or action affecting the reimbursed party to the extent that it involves more than the payment of money by the reimbursing party hereunder without the reimbursed party's written consent.

5. **Warranties; Limitation on Liability; Exclusion of Consequential Damages.**

5.1 **Disclaimer of Warranties.** **THIS MSA IS AN AGREEMENT FOR THE SERVICES AND EXCEPT AS EXPRESSLY PROVIDED HEREIN THIS MSA, PROVIDER AND ITS RESPECTIVE AFFILIATES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CUSTOMER OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS MSA.**

5.2 **Limitation of Liability.** **NOTWITHSTANDING ANYTHING IN THIS MSA TO THE CONTRARY, PROVIDER'S CUMULATIVE LIABILITY, IN THE AGGREGATE (INCLUSIVE OF ANY INDEMNIFICATION OBLIGATION UNDER THIS MSA OR ANY ADDENDUM, WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS MSA) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY SHALL NOT EXCEED THE LESSER OF, (I) $100,000; OR (II) THE AMOUNT OF FEES RECEIVED BY PROVIDER PURSUANT TO THIS MSA FOR THE SERVICES IN THE IMMEDIATELY PRECEDING 12 MONTHS.**

CUSTOMER'S MAXIMUM LIABILITY FOR ANY DAMAGES, REGARDLESS OF FORM OF ACTION, SHALL IN NO EVENT EXCEED THE TOTAL COST OF TO CUSTOMER FOR THE RELEVANT PRODUCTS OR SERVICES GIVING RISE TO THE LIABILITY. PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO THE FOLLOWING:

(A) FRAUD, INTENTIONAL TORTS, WILLFUL MISCONDUCT (INCLUDING INTENTIONAL BREACH OF CONTRACT), UNLAWFUL CONDUCT, OR GROSS NEGLIGENCE OF OR BY CUSTOMER SUBJECT TO A REASONABLE NOTICE AND CURE PERIOD;

(B) AMOUNTS DUE RESULTING FROM A VIOLATION OF APPLICABLE LAW OR CARD ORGANIZATION RULES;

(C) AMOUNTS DUE RESULTING FROM A DATA SECURITY BREACH CAUSED BY CUSTOMER;

(D) CUSTOMER'S LIABILITY FOR CHARGEBACKS; OR

(E) CUSTOMER'S LIABILITY FOR PAYMENT OF ANY AND ALL THIRD PARTY FEES AS DESCRIBED IN THE MSA AND ANY ADDENDA THERETO.

5.3 **Exclusion of Consequential Damages.** **NOTWITHSTANDING ANYTHING IN THIS MSA TO THE CONTRARY, IN NO EVENT SHALL PROVIDER OR ITS AFFILIATES OR CUSTOMER BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER ACKNOWLEDGES AND AGREES THAT PAYMENT OF ANY LIQUIDATED DAMAGES AS PROVIDED ELSEWHERE IN THIS MSA OR AN ADDENDUM SHALL NOT BE PROHIBITED BY THIS PARAGRAPH.**

6. **Independent Contractor; Subcontractors; Third Party Beneficiaries.** The parties are independent contractors. Neither party shall have any authority to bind the other. PROVIDER may engage, subcontract with or use its Affiliates and/or other Persons (as hereinafter defined) to provide Services and perform any of its obligations under this MSA. PROVIDER's respective Affiliates and any Persons used by PROVIDER in providing the Services are third party beneficiaries of this MSA and accompanying Addenda and each of them may enforce its provisions as it was a party hereto. Except as expressly provided in this MSA, nothing in this MSA nor accompanying Addenda is intended to confer upon any Person, any rights or remedies, and the parties do not intend for any Persons to be third-party beneficiaries of this MSA or accompanying Addenda.

7. **Publicity.** Neither party will initiate publicity relating to this MSA without the prior written approval of the other, except that: (i) either party may make disclosures required by legal, accounting or regulatory requirements; and (ii) PROVIDER may use CUSTOMER's name in publicity indicating that CUSTOMER and PROVIDER have entered into a contractual relationship. In no event will either party publicly disparage the other party.

8. **Exclusivity.** During this MSA term: (i) PROVIDER will be the sole and exclusive provider of Services to CUSTOMER; and (ii) CUSTOMER will not, directly or indirectly, offer or promote any other Services.

9. **Compliance with Applicable Law; Order of Precedence.** In performing its obligations under this MSA, the parties agree to comply with all Applicable Law. CUSTOMER shall be solely responsible for (i) determining which laws and regulations apply to their activities under this MSA and (ii) maintaining compliance with all Applicable Law. CUSTOMER further agrees to cooperate with, and to provide information requested by, any PROVIDER as such PROVIDER deems necessary to facilitate its compliance with all Applicable Law. CUSTOMER must not use the Services for transactions prohibited by Applicable Law or the Card Organization Rules, such as those prohibited for alcoholic beverages, tobacco products, gambling, Internet gambling (for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq., as may be amended from time to time) drugs, weapons, adult-content material, or adult web sites, services or entertainment. Prior to using the Services for any legal and permitted gambling related transactions, CUSTOMER must provide PROVIDERS with (i) a valid gaming license from each state and/or federal agency with licensing authority for the proposed activity, (ii) sufficient evidence, as required by PROVIDERS in their sole discretion, that PROVIDERS are permitted and authorized to process transactions in connection with the proposed activity, (iii) any financial information requested by PROVIDERS, and (iv) sufficient evidence, as required by PROVIDERS in their sole discretion, that all applicable Card Organization Rules and registration requirements for the proposed activity have been satisfied. If the Services are used in connection with the sale of Internet, mobile or interactive gaming services or applications that use gambling like mechanics for non-gambling purposes such as casino style social gaming, CUSTOMER must not award prizes of monetary value or prizes of any kind or offer any incentives that would invoke state or federal regulations governing online gambling, online lottery, lottery, sweepstakes or contests of chance.

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

10. **Assignment.**

10.1. CUSTOMER may not assign or transfer this MSA (or any portion of it), by operation of law or otherwise, and PROVIDER is not required to continue this MSA after CUSTOMER's merger, conversion of entity (e.g., from a corporation to a limited liability company) or consolidation, majority stock or substantial asset sale, without PROVIDER's prior written consent, which will not be unreasonably conditioned, withheld, or delayed. CUSTOMER agrees to provide PROVIDER with at least 30 days' prior written notice of CUSTOMER's intention to take any of those types of actions. Any purported assignment made or other action taken described in this Section without PROVIDER's prior written consent is void. Except as provided in the following sentence, this MSA will be binding upon successors and assigns and will inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, will have any right to continue or to assume or to assign this MSA (or any portion of it).

10.2 PROVIDER may, however, assign any or all of its rights or delegate any or all of its obligations to an Affiliate or an entity acquiring all or substantially all of the assets of PROVIDER.

11. **Choice of Law and Venue.** . This MSA will be governed by the laws respecting national banks and, to the extent not so covered, by the laws of the State of Florida without regard to conflicts of law provisions. The exclusive venue for any actions or claims arising under or related to this MSA shall be in the courts of Florida and the United States for the Middle District of Florida, Orlando Division, located in Orlando, Florida, and each party submits to the jurisdiction of those courts in connection with such actions or claims. In performing its obligations under this MSA, each party agrees to comply with Applicable Law.

12. **Waiver of Jury Trial.** To the extent permitted by Applicable Law, CUSTOMER and PROVIDER waive any right to trial by jury in any action or proceeding regarding any litigation related to this MSA and agree that any such actions or proceedings will be tried by a judge without a jury.

13. **Confidentiality.** CUSTOMER will treat this MSA and any information supplied or otherwise made accessible by PROVIDER or PROVIDER's agents as confidential, including without limitation, (i) information about the products, services, operations, procedures, customers, suppliers, sales, pricing, business plans and marketing strategies of PROVIDER, its Affiliates and the customers, clients and suppliers of any of them; (ii) any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret in the sense that its confidentiality affords PROVIDER a competitive advantage over its competitors; (iii) user IDs, security codes, passwords, personal identification numbers, and other security devices and procedures for the Services or related thereto, and (iv) all confidential or proprietary concepts, documentation, reports, data, specifications, computer software, source code, object code, flow charts, databases, inventions, know-how, show-how and trade secrets, whether or not patentable or copyrightable and will not disclose the same to any third parties, provided, however, that these restrictions do not apply to information: (a) rightfully obtained on a non-confidential basis from any individual or entity other than CUSTOMER or PROVIDER ("**Person**") and CUSTOMER's agents and representatives, which Person was not subject to a duty of confidentiality, (b) rightfully and independently known by CUSTOMER on a non-confidential basis prior to its disclosure or (c) generally available to the public other than through any disclosure by or fault of CUSTOMER, CUSTOMER's agents or representatives.

PROVIDER's confidential information shall be used by CUSTOMER only to exercise CUSTOMER's rights and to perform CUSTOMER's obligations hereunder. CUSTOMER shall receive PROVIDER's confidential information in confidence and not disclose the confidential information to any Person, except as may be agreed upon in writing by PROVIDER. CUSTOMER shall safeguard all of PROVIDER's confidential information using a reasonable degree of care, but not less than that degree of care used by it in safeguarding its own similar information or material. Upon request by PROVIDER or upon termination of this MSA, CUSTOMER shall return to PROVIDER or destroy all of PROVIDER's confidential information in its possession or control.

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

Except as specifically provided for herein, this Section does not confer any right, license, interest or title in, to or under PROVIDER's confidential information to CUSTOMER. Except as specifically provided for herein, no license is hereby granted to CUSTOMER under any patent, trademark, copyright, trade secret or other proprietary rights of PROVIDER.

CUSTOMER acknowledges that breach of the restrictions on use or disclosure of PROVIDER's confidential information would result in immediate and irreparable harm to PROVIDER, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

With respect to any information received by PROVIDER from CUSTOMER via its use of the Services, PROVIDER will keep such information confidential in accordance with applicable law; provided, that PROVIDER may disclose such information (i) to third parties to the extent necessary to provide the Services, (ii) PROVIDER's auditors and attorneys (internal and external) and regulators, and (iii) as required or permitted by law, regulation or court order.

CUSTOMER shall not assign to any Person the rights to use the Marks of PROVIDER or it agents. All right, title, and interest in and to all intellectual property related to the Services (including, without limitation, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods), owned, developed or licensed by PROVIDER prior to, during the term of, or after the MSA, or employed by PROVIDER in connection with the Services and any updates, changes, alterations or modifications to or derivative works from such intellectual property, shall be and remain, as among the parties, PROVIDER'S exclusive property.

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

14. Force Majeure. PROVIDER shall not be held responsible for any delays in or failure or suspension of service caused, directly or indirectly, by mechanical or power failure, computer malfunctions (including, without limitation, software, hardware and firmware malfunctions), failure, delay or error in clearing or processing a transaction through the ACH Network or Federal Reserve system, if applicable, the nonperformance, delay or error by a third party or in any other third party system for any similar cause beyond the reasonable control of such party, including without limitation, failures or fluctuations in telecommunications, transmission links or other equipment; any outbreak or escalation of hostilities, war, riots, terrorism or civil disorders in any country; strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, unusual delays in transportation, earthquake, fire, flood, elements of nature or other acts of God, any act or omission of the other party or any government authority, or other causes reasonably beyond the control of PROVIDER.

15. Intentionally omitted.

16. Notices. Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the Services) shall be in writing, shall be sent by mail or courier, if to CUSTOMER at the address appearing on the first page of this MSA and if to PROVIDER, at the following address (unless specified otherwise in an Addendum): Banc of America Merchant Services, LLC, 1307 Walt Whitman Road, Melville, New York 11747 , Attention: Executive Vice President Operations, with a copy to Attention: General Counsel's Office, 150 N. College Street; Mail Code; NC1-028-15-01Charlotte, NC 28213, and shall be deemed to have been given when received.

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

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

19. Entire Agreement; Waiver. This MSA constitutes the entire agreement between the parties with respect to the subject matter, supersedes any previous agreements and understandings and, except as provided in other Sections of this MSA, can be changed only by a written agreement signed by all parties. Except as specifically provided herein, this MSA will not benefit, or create any right or cause of action on behalf of, any person other than the parties. Throughout this MSA, where appropriate, singular terms include the plural and the plural includes the singular and the words "will" and "shall" are used interchangeably and have the same meaning. Headings are for convenience and reference only and not part of this MSA. Purchase orders, requests for production, pre-printed terms or other CUSTOMER-generated documents that PROVIDER may receive are for administrative convenience only and do not modify this MSA and are expressly rejected by PROVIDER.

A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach or of any other covenant, condition or agreement contained in this MSA. No waiver will be effective unless made in writing by the party against whom it is being enforced.

20. Counterparts; Electronic Originals. This MSA and any Addenda hereto may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this MSA, Addenda including any Supplement, by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this MSA, Addenda or Supplement.

The parties hereto have caused this MSA to be executed by their duly authorized officers. **THIS MSA IS NOT BINDING UPON PROVIDER UNTIL SIGNED BY PROVIDER.**

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY
("CUSTOMER")

By: Claude Miller

Name: Claude Miller
(Please Print or Type)

Title: Director of Procurement

Date: 6/14/13

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

By: [illegible]

Name: Joel T. Hencke
(Please Print or Type)

Title: Senior Vice President

Date: 7/3/13

REVIEWED AND APPROVED BY LEGAL [illegible]

MERCHANT SERVICES BANKCARD ADDENDUM TO MASTER SERVICES AGREEMENT

This Merchant Services Bankcard Addendum ("**Bankcard Addendum**") is entered into by and among the undersigned customer ("**CUSTOMER**", BANK OF AMERICA, NA ("**BANK**") and BANC OF AMERICA MERCHANT SERVICES, LLC ("**BAMS**") and supplements the Master Services Agreement between BAMS and CUSTOMER (the "**MSA**"). BANK hereby joins the MSA as a PROVIDER (as defined in the MSA) and agrees to be bound by its terms. Each of BANK and BAMS is a PROVIDER and collectively referred to in this Bankcard Addendum as the "**SERVICERS**". References to the MSA in this Bankcard Addendum shall include this Bankcard Addendum. Capitalized terms not defined in this Bankcard Addendum are defined in the MSA or Card Organization Rules.

This Bankcard Addendum governs processing services regarding credit, debit and certain other Card transactions and other services, as those services are further described in this Bankcard Addendum, the Fee Schedule attached hereto as Schedule A (including any additions and changes thereto, the "**Fee Schedule**"), any and all concurrent and subsequent addenda, supplements or schedules to this Bankcard Addendum (each, including the Fee Schedule, as amended from time to time, a "**Supplement**"), and the Card Organization Rules, all as elected by CUSTOMER and approved by SERVICERS (or their applicable Affiliate) (for the purposes of this Addendum, collectively, the "**Services**"). Unless otherwise expressly provided in the MSA, this Bankcard Addendum or any Supplement, (i) references to each Supplement shall be deemed to include this Bankcard Addendum, (ii) references to this Bankcard Addendum shall be deemed to include each Supplement, and (iii) references to an Addendum in the MSA shall be deemed to include this Bankcard Addendum and each Supplement with respect to the Services. To the extent the terms of a Supplement directly conflict with the terms of this Bankcard Addendum, the terms of that Supplement shall control. CUSTOMER and SERVICERS agree to comply with this Bankcard Addendum. In performing this Bankcard Addendum, without diminishing SERVICERS' obligations to CUSTOMER, SERVICERS may use the services of third parties, including, without limitation, their respective Affiliates.

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

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

1. **Definitions**. As used in this Bankcard Addendum, capitalized terms will have the meaning set forth in Annex 1, the Operating Guide or Card Organization Rules, as applicable.

2. **Services**.
   - 2.1 During the term of the Bankcard Addendum, CUSTOMER shall use SERVICERS as its exclusive provider of all Services for CUSTOMER.
   - 2.2 Subject to Card Organization Rules, Services may be performed by BAMS or BANK subject to the agreements between them as the same may be modified from time to time. In addition to SERVICERS, one or more affiliates of BAMS may assist in providing Terminals or other equipment and local support functions in connection with this Bankcard Addendum.
   - 2.3 SERVICERS will make the Services operational and available to CUSTOMER through a mutually agreed upon implementation plan. CUSTOMER agrees to at all times cooperate with SERVICERS and provide SERVICERS with all necessary information and assistance required by SERVICERS to provide the Services in accordance with the Card Organization Rules and Applicable Law, including, without limitation, making changes to Merchant Equipment as SERVICERS require. CUSTOMER will be responsible for (i) use of the Services by CUSTOMER, CUSTOMER's employees and agents and Merchant Providers, (ii) CUSTOMER's failure to properly access the Services in the manner prescribed by SERVICERS, and (iii) CUSTOMER's failure to supply accurate information regarding the Services.

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

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

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

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

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

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

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

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

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

4.1 Accuracy of Data Submitted. CUSTOMER will be responsible for the quality and accuracy of all data provided to SERVICERS. SERVICERS may, at SERVICERS' option, return to CUSTOMER for correction before processing any data submitted by CUSTOMER which is incorrect, illegible or otherwise not in proper form. If CUSTOMER do not provide data in accordance with SERVICERS' specified format and schedule, SERVICERS will use reasonable efforts to reschedule and process the data as promptly as possible, but related expenses incurred by SERVICERS will be charged to CUSTOMER.

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

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

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

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

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

5. **Operating Guide; Card Organization Rules and Compliance.**

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

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

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

6. **Authorization.**

6.1 CUSTOMER agrees to submit only Card transactions for which CUSTOMER has received an Authorization. Obtaining an Authorization will not ensure payment to CUSTOMER for a Sales Draft. The fact that an Authorization is obtained by CUSTOMER will not affect SERVICERS' rights thereafter to revoke Authorization of a Card transaction or to charge back the transaction to CUSTOMER. In no event will the fact that an Authorization is obtained by CUSTOMER be deemed to be SERVICERS' representation or warranty, either express or implied, that the particular Card transaction is in fact a valid, authorized or undisputed transaction entered into by the Cardholder.

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

6.3 CUSTOMER shall comply with any special authorization procedures contained in the Card Organization Rules and any other sections of parts of this Bankcard Addendum.

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

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

7. **Electronic Commerce Transactions**

CUSTOMER acknowledges and agrees that this Section 7 pertains only to ECTs that arise from transactions effected in U. S. dollars. All CUSTOMER's ECTs must be in U.S. dollars and will be settled in U.S. dollars. Under the Card Organization Rules, ECTs are considered non face-to-face Card transactions. In addition, CUSTOMER must properly identify each ECT in the Sales Draft.

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

CUSTOMER's Internet web site must contain (a) a complete description of the goods or services offered, (b) CUSTOMER's returned merchandise and refund policy, (c) CUSTOMER's customer service contact information, including e-mail address and/or telephone number, (d) transaction currency, (e) export or legal restrictions (if known), (f) CUSTOMER's delivery policy and (g) CUSTOMER's country of domicile immediately prior to the Cardholder's accessing of payment instructions. In addition, CUSTOMER must disclose, at all points of Cardholder interaction (including any of CUSTOMER's supplier or subcontractor Internet web sites and any of CUSTOMER's promotional materials and invoices), to the Cardholder that CUSTOMER, and not any of any CUSTOMER's suppliers of goods or subcontractors for services, is the merchant of record and responsible for any Card transaction. CUSTOMER must also notify the Cardholder that CUSTOMER is responsible for (i) payment transactions, (ii) products and services, (iii) direct customer service, (iv) dispute resolution, and (v) all terms and conditions of the transaction. CUSTOMER must display on CUSTOMER's Internet web site(s) the Card Organization Marks, wherever CUSTOMER display payment options, in accordance with the Operating Guide and Subsection 3.5 of this Bankcard Addendum.

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

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

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

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

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

9. **Pre-Authorized Orders.**

9.1 A Pre-Authorized Order may include the payment of recurring charges such as insurance premiums, subscriptions, membership fees, tuition or utility charges and may also include preauthorized health care payments (subject to a Supplement).

9.2 If CUSTOMER is authorized to accept Pre-Authorized Orders, Authorization for each such Card transaction, regardless of the amount, must be obtained, and CUSTOMER must write "Recurring Transaction" (for Visa and other non-MasterCard Card transactions) or "PO" (for MasterCard Card transactions) as applicable, on the Sales Draft in lieu of the Cardholder's signature.

9.3 Except for preauthorized health care payments for the incremental costs not covered by insurance, advance deposits and installment payments, all made in compliance with this Bankcard Addendum, a Pre-Authorized Order may not include partial payments made to CUSTOMER for goods or services purchased in a single transaction. In no event may any finance charges be imposed on any periodic payments in connection with a Pre-Authorized Order.

9.4 CUSTOMER may not accept a Pre-Authorized Order from a Cardholder for the purchase of goods or services which are delivered or performed periodically unless the Cardholder completes and delivers to CUSTOMER a written request (and, when applicable, a written renewal request) identifying (i) the goods or services to be charged to the Cardholder's account, (ii) the amount of the preauthorized or recurring charges (unless such charges are for variable amounts), (iii) the frequency of the preauthorized or recurring charges and (iv) the duration of time for which the Cardholder's permission is granted. If CUSTOMER accepts any Pre-Authorized Orders for variable amounts, CUSTOMER must comply with the supplemental provisions set forth in the applicable Supplements.

9.5 The Cardholder's written request (including any written renewal request) must be (a) retained for the duration of the preauthorized or recurring charges; (b) provided in response to an Issuer's request for original documentation; and (c) used no longer after receiving notice of cancellation.

10. **CUSTOMER Responsibilities for Persons Used by CUSTOMER.**

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

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

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

11. Cardholder Refunds and Credits.

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

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

12. Presentment of Card Transactions.

12.1Locations. CUSTOMER will provide SERVICERS with a complete list of all CUSTOMER's Locations in the United States and its territories where CUSTOMER desires to accept Cards, with current information for each Location, including, physical address and telephone number(s), mailing address and, if available, fax number(s) and email address(es). CUSTOMER will provide an updated list as changes to any of CUSTOMER's Locations or their related information occur.

12.2CUSTOMER shall electronically (or physically, when authorized by SERVICERS) deliver to SERVICERS Sales Drafts and Credit Drafts for all Card transactions to be processed and settled under this Bankcard Addendum. The deadlines for submitting Sales Drafts and Credit Drafts are set forth in the Operating Guide and Card Organization Rules corresponding to the applicable Card types and desired rates. In no event shall such deadlines be later than the fifth calendar day or third banking day (whichever is earlier) after completing Card transactions (unless CUSTOMER is entitled to any special extension of these deadlines). CUSTOMER acknowledges that the times specified in the preceding sentence are the maximum deadlines and that faster time frames are required to qualify for incentive programs.

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

13. Settlement of Card Transactions.

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

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

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

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

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

Except as otherwise set forth in this Bankcard Addendum, if SERVICERS receive CUSTOMER's Sales Drafts by the applicable cut off time established by SERVICERS, SERVICERS will initiate a transfer of applicable settlement funds, after receipt thereof from the Card

Organizations, via ACH (or other payment system available from SERVICERS for these types of transfers) to CUSTOMER's Settlement Account. SERVICERS will generally initiate this transfer by the following Business Day after SERVICERS process the applicable transactions. Generally, the Settlement Account will be credited within two Business Days after SERVICERS' initiation of the transfer.

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

13.5 Suspension/Change in Payment Terms. In addition to any other remedies available to SERVICERS under this Bankcard Addendum, CUSTOMER agrees that should any Event of Default (see Section 22) occur, SERVICERS may, with or without notice, change processing or payment terms and/or suspend credits or other payments of any and all funds, money and amounts now due or hereafter become due to CUSTOMER pursuant to the terms of this Bankcard Addendum, until SERVICERS have had reasonable opportunity to investigate such event.

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

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

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

The fees for Services set forth in this Bankcard Addendum are based upon assumptions associated with the anticipated annual volume and average transaction size set forth on the Fee Schedule and CUSTOMER's method of doing business. If the actual volume or average transaction size are not as expected or if CUSTOMER significantly alters your method of doing business, SERVICERS may adjust your discount fees and transaction fees without prior notice.

14.2 Card Organization Fines, Assessments and Penalties. The fees for Services set forth in the Fee Schedule may be adjusted to reflect increases, or new fees imposed by Card Organizations, including without limitation, interchange, assessments and other Card Organization fees, or to pass through increases or new fees charged to SERVICERS by other Persons related to the Services. All such adjustments shall be CUSTOMER's responsibility to pay and shall become effective upon the date any such change or addition is implemented by the applicable Card Organization or other Person as specified in SERVICERS' notice. In addition, CUSTOMER will pay to SERVICERS all fines and penalties, including, but not limited to, any of the foregoing related to CUSTOMER's non compliance with data security requirements or otherwise based on any CUSTOMER action or failure to act.

14.3 Payment of Fees, Charges and Other Amounts. In addition to SERVICERS' rights pursuant to Section 13.3 above, SERVICERS may also debit the Settlement Account for, or withhold from funds SERVICERS owe CUSTOMER under this Bankcard Addendum, all amounts CUSTOMER owes SERVICERS under this Bankcard Addendum. If the Settlement Account has insufficient funds, SERVICERS may, without advance notice, withdraw the funds CUSTOMER owes SERVICERS from the Reserve Account, or any other account CUSTOMER maintains with SERVICERS (or their respective Affiliates) or to which CUSTOMER has granted SERVICERS access. If sufficient funds are not available from those sources, CUSTOMER must pay the amount of any deficiency immediately upon demand.

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

14.5 Fees for Supplies and Other Services. In addition to the other payments required in this Bankcard Addendum, CUSTOMER agree to pay SERVICERS for any other fees and charges and any special services or handling CUSTOMER requests or requires not covered in this Bankcard Addendum. CUSTOMER also agrees to pay SERVICERS for amounts CUSTOMER owes to Persons that SERVICERS pay, for example, payments for leased or rented Merchant Equipment.

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

14.7 Taxes, Installation & De-Installation. CUSTOMER agrees to pay any and all sales, use, excise, personal property, stamp, documentary and ad-valorem taxes, license and registration fees, assessments, fines, penalties and similar charges (**"Taxes"**) imposed on the Services or the

transactions contemplated by this Bankcard Addendum. CUSTOMER also agrees to pay any and all Taxes imposed on the ownership, possession or use of the Merchant Equipment. CUSTOMER authorizes SERVICERS, or SERVICERS' respective assigns, to increase the amount of CUSTOMER's preauthorized payment to reflect any and all increases in all applicable Taxes. CUSTOMER further agrees to pay any and all costs associated with the installation and de-installation of Purchased Equipment. CUSTOMER is not responsible for any taxes imposed on SERVICERS based on SERVICERS' net income.

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

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

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

If CUSTOMER elects to receive Electronic Statements for its merchant account(s) via electronic mail ("e-mail"), CUSTOMER represents and warrants to, and covenants with, SERVICERS and agrees that: (i) CUSTOMER will disable any spam filter (or similar device or software that could prevent delivery of e-mail from to CUSTOMER) and add "@cedarcod.com" (the specific addressee portion will vary due to automation) (and such other e-mail address or domain that we may specify from time to time or from which CUSTOMER otherwise receives and Electronic Statement from SERVICERS) as a safe e-mail address or domain with respect to the e-mail account CUSTOMER designates for SERVICERS to send Electronic Statements; (ii) CUSTOMER is responsible for the accuracy and validity of all e-mail addresses provided by CUSTOMER and/or its agents; (iii) CUSTOMER will ensure that the e-mail account(s) designated for SERVICERS to send CUSTOMER Electronic Statements are under CUSTOMER's ownership or control and will be regularly accessible and actively monitored by CUSTOMER's authorized representatives; (iv) CUSTOMER will not share or permit to be known by any Person not authorized to view Electronic Statements on CUSTOMER's behalf, or store as an "autofill" field on a web browser, any password or encryption key; (v) CUSTOMER will notify SERVICERS promptly if CUSTOMER has not received an Electronic Statement from SERVICERS in the time frame that CUSTOMER normally receives Electronic Statements from SERVICERS, but in no event later than five (5) Business Days after the close of the statement cycle; (vi) CUSTOMER will notify SERVICERS prior to any change of e-mail address(es) designated for receipt of Electronic Statements; (vii) Electronic Statements are subject to the reconciliation time frames described in Section 14.9 of the Bankcard Addendum; and (viii) immediately after being transmitted from SERVICERS'S e-mail server, CUSTOMER will be solely responsible for preventing the disclosure, interception and viewing of Electronic Statements by any unauthorized Person or Person that is otherwise not in compliance with applicable law.

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

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

15. **Chargebacks.**

15.1 Chargebacks Payable Immediately. CUSTOMER will pay SERVICERS the amount of each Card transaction that CUSTOMER submitted to SERVICERS for processing that is charged back to SERVICERS for any reason permitted by the Card Organization Rules. Each Chargeback to CUSTOMER is immediately due and payable by CUSTOMER.

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

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

16. **Representations; Warranties and Covenants.**

16.1 Without limiting any other warranties hereunder, CUSTOMER represents, warrants and covenants with SERVICERS and with the

submission of each Sales Draft reaffirms, the following representations, warranties and/covenants

(i) each Card transaction is genuine and arises from a bona fide transaction, permissible under the Card Organization Rules and Applicable Law, by the Cardholder directly with CUSTOMER;

(ii) Each Card transaction represents a valid obligation for the amount shown on the Sales Draft, Preauthorized Order, or Credit Draft, and does not involve the use of a Card for any other purpose;

(iii) each Card transaction represents an obligation of the related Cardholder for the amount of the Card transaction;

(iv) the amount charged for each Card transaction is not subject to any dispute, set off or counterclaim;

(v) each Card transaction amount is only for respective merchandise or services (including taxes, but without any surcharge except as permitted under Card Organization Rules) sold, leased or rented or other payments to CUSTOMER and, except for any delayed delivery or advance deposit Card transactions expressly authorized by this Bankcard Addendum, that merchandise or service was actually delivered to or performed for the Cardholder entering into that Card transaction simultaneously upon CUSTOMER accepting and submitting that Card transaction for processing;

(vi) with respect to each Card transaction, CUSTOMER has no knowledge or notice of any fact, circumstance or defense which would indicate that such Card transaction is fraudulent or not authorized by the related Cardholder or which would otherwise impair the validity or collectability of that Cardholder's obligation arising from that Card transaction or relieve that Cardholder from liability with respect thereto;

(vii) each Card transaction is made in accordance with the terms of this Bankcard Addendum and Applicable Law;

(viii) each Sales Draft is free of any alteration not authorized by the related Cardholder;

(ix) CUSTOMER has completed one Card transaction per sale; or one Card transaction per shipment of goods for which the Cardholder has agreed to partial shipments;

(x) CUSTOMER is validly existing, in good standing and free to enter into this Bankcard Addendum;

(xi) all information provided to SERVICERS in support of this Bankcard Addendum is true and correct;

(xii) CUSTOMER is not doing business under a name or style not previously disclosed to SERVICERS;

(xiii) CUSTOMER has not changed the nature of CUSTOMER's business, Card acceptance practices, delivery methods, return policies, or types of products or services sold requiring a different merchant category code under Card Organization Rules, in a way not previously disclosed to SERVICERS;

(xiv) CUSTOMER will use the Services only for CUSTOMER's own proper business purposes and will not resell, directly or indirectly, any part of the Services to any Person;

(xv) CUSTOMER has not filed a bankruptcy petition not previously disclosed to SERVICERS;

(xvi) CUSTOMER owns and controls the Settlement Account, and no security interest or lien of any type in favor of a Person exists regarding the Settlement Account or any Card transaction; and

(xvii) CUSTOMER will not at any time during the term of this Bankcard Addendum, or until all amounts due under this Bankcard Addendum have been paid in full, grant or pledge any security interest or lien in the Reserve Account, Settlement Account or Card transaction proceeds to any Person, without SERVICERS consent.

16.2 SERVICERS represent and warrant to CUSTOMER that:

(i) SERVICERS will perform their obligations pursuant to this Bankcard Addendum in accordance with the Applicable Law and the Card Organization Rules.

(ii) SERVICERS are validly existing, in good standing and free to enter into this Bankcard Addendum.

17. **Retention of Records.**

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

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

18. **System Testing and System Enhancements**

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

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

19. **Confidentiality**

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

authorities, law enforcement agencies and any other Persons authorized by the Card Organization Rules and Applicable Law. In addition, SERVICERS may participate in sharing Cardholder data with any Card Organization or its designee at the request of that Card Organization.

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

19.3 Notwithstanding any contrary provisions in the controlling documents for any other accounts CUSTOMER has with Bank, Bank may share and exchange with BAMS and their respective Affiliates and agents information about CUSTOMER and those accounts in connection with the Services, and any services provided under the MSA, including but not limited to, for collection of amounts owed under this Bankcard Addendum or other addenda to the MSA to SERVICERS, TeleCheck Services, Inc., First Data Merchant Services Corporation, or any other PROVIDERs of Services under this Bankcard Addendum or the MSA (including other addenda thereto).

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

20. **Examinations, Audits and Corrective Action.**

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

20.2 Card Organization and Investigation. CUSTOMER will, upon reasonable prior written notice from SERVICERS and as directed by any Card Organization, permit any Person acceptable to that Card Organization to examine and audit the records, operations and Merchant Systems relevant to such Card Organization. The scope, standards and frequency of the examinations and audits will be determined by the Card Organization requesting it. The results, including, but not limited to any written reports of such examinations and audits, must be made available to the Card Organization requesting it and SERVICERS. All expenses related to such examinations and audits will be paid by CUSTOMER.

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

20.4 Regulatory Agencies. Notwithstanding anything to the contrary in Section 13 of the MSA and Sections 19 and 26 of this Bankcard Addendum, CUSTOMER agrees to provide reasonable access to Merchant Systems and CUSTOMER's facilities and records and those of Merchant Providers during normal business hours for examination purposes to any state or federal agencies with jurisdiction over SERVICERS or any Card Organization, upon SERVICERS' prior written request.

21. **Assignment.**

21.1 Any transfer or assignment of this Bankcard Addendum by CUSTOMER without SERVICERS' prior written consent, by operation of law or otherwise, is voidable at either SERVICER'S sole discretion. In the event of such transfer or assignment, the party to whom the Bankcard Addendum was transferred or assigned shall be bound to the terms and conditions of this Bankcard Addendum to the same extent as if SERVICERS and such assignee or transferee, as the case may be, entered into an agreement identical to this Bankcard Addendum on the effective date of such transfer or assignment. Furthermore, CUSTOMER shall indemnify and hold SERVICERS harmless from all liabilities, Chargebacks, expenses, costs, fees and fines arising in connection with such transferee's or assignee's, as the case may be, submission of Card transactions to SERVICERS for processing. For purposes of this Bankcard Addendum, any transfer of voting control of CUSTOMER or its parent shall be considered an assignment or transfer hereof.

21.2 Upon notice to CUSTOMER, another Visa and MasterCard acquirer may be substituted for BANK under whose sponsorship this Bankcard Addendum is performed. Upon substitution, such other Visa and MasterCard acquirer shall be responsible for all obligations required of BANK, including without limitation, as may be expressly required by applicable Card Organization Rules. Subject to Card Organization Rules, SERVICERS may assign or transfer this Bankcard Addendum and their respective rights and obligations hereunder and may delegate their respective duties hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding sentence, or otherwise, without the notice to or consent of CUSTOMER.

21.3 Except as provided in the following sentence, this Bankcard Addendum shall be binding upon permitted successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Bankcard Addendum.

22. **Term; Events of Default.**

22.1 This Bankcard Addendum and the applicable Schedules shall become effective upon the date this Bankcard Addendum and the applicable Supplements are signed by BANK, which shall in all instances be on or after the date(s) CUSTOMER and SERVICERS sign this Bankcard Addendum and the applicable Supplements. CUSTOMER acknowledges and agrees that to the extent this Bankcard Addendum does not represent a renewal or extension of a current agreement between the parties for the Services contemplated hereunder, CUSTOMER shall not process a "live", non-test Card transaction under this Bankcard Addendum until such time as CUSTOMER has been approved by BAMS' credit department and BAMS and BANK have executed this Bankcard Addendum.

22.2 The initial term and any subsequent terms of this Bankcard Addendum shall commence and shall continue in force as described in Subsection 2.1 of the MSA.

22.3 If any of the following events shall occur (each an "Event of Default"):

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

(ii) any assignment or transfer of voting control of CUSTOMER or its parent; or

(iii) a sale of all or a substantial portion of CUSTOMER's assets; or

(iv) irregular Card sales by CUSTOMER, excessive Chargebacks or any other circumstances which, in SERVICERS' sole discretion, may increase SERVICERS' exposure for CUSTOMER's Chargebacks or otherwise presents a financial or security risk to SERVICERS; or

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

(vi) CUSTOMER shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Bankcard Addendum, including, without limitation, the establishment or maintenance of funds in a Reserve Account, as detailed in Section 23, or the Information Security requirements as detailed in Section 26; or

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

(viii) CUSTOMER shall default in the payment when due, whether upon maturity or otherwise, of any material indebtedness for borrowed money or any material trade payable; or

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

(x) a case or other proceeding shall be commenced against CUSTOMER, in any court of competent jurisdiction seeking relief under the Bankruptcy Code or under any other laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or adjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of CUSTOMER, or of all or any substantial part of the assets, domestic or foreign, of CUSTOMER, and such case or proceeding shall continue undismissed or unstayed for a period of sixty (60) consecutive days, or an order granting the relief requested in such case or proceeding against CUSTOMER (including, but not limited to, an order for relief under the Bankruptcy Code) shall be entered; or

(xi) the independent certified accountants retained by CUSTOMER shall refuse to deliver an unqualified opinion with respect to the annual financial statements of CUSTOMER and its consolidated subsidiaries;

then, upon the occurrence of (1) an Event of Default specified in subparagraphs (iv), (vi), (ix) or (x) above, SERVICERS may consider this Bankcard Addendum to be terminated immediately, without notice, and all amounts payable hereunder by CUSTOMER to SERVICERS shall be immediately due and payable in full without demand or other notice of any kind, all of which are expressly waived by CUSTOMER, and (2) any other Event of Default, this Bankcard Addendum may be terminated by SERVICERS by giving not less than ten (10) days' notice to CUSTOMER, and upon such notice all amounts payable hereunder by CUSTOMER to SERVICERS shall be due and payable on demand.

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

22.5 Upon the occurrence of any Event of Default , whether or not it is cured, SERVICERS may, in their sole discretion, exercise all of their rights and remedies under this Bankcard Addendum and Applicable Law, including, without limitation, exercising their rights under Section 23.

22.6 This Bankcard Addendum also may be terminated by SERVICERS prior to the then-current expiration date upon at least 90 days' advance written notice, if CUSTOMER's Card transactions fail to conform to the volume or average transaction size representations as set forth in the Supplements.

22.7 This Bankcard Addendum also may be terminated by SERVICERS without notice or penalty, if in their sole discretion, such termination is necessary for SERVICERS to comply with their obligations under any Applicable Law, rule or regulation including, but not limited to, the Office of Foreign Assets Control ("OFAC") Regulations and Card Organization Rules. SERVICERS' termination of this Bankcard Addendum pursuant to this Subsection 22.7 shall not be deemed a breach of contract by SERVICERS.

22.8 If this Bankcard Addendum is terminated for cause, CUSTOMER acknowledges that SERVICERS may be required to report CUSTOMER's business name and the names and other identification of its principals to the terminated merchant files maintained by the Card Organizations. CUSTOMER expressly agrees and consents to such reporting in the event CUSTOMER is terminated as a result of the occurrence of an Event of Default or for any reason specified as cause by a Card Organization. Furthermore, CUSTOMER agrees to waive and hold SERVICERS harmless from and against, any and all claims which CUSTOMER may have as a result of such reporting.

22.9 In addition to the provisions of the MSA that survive termination, the terms and provisions governing CUSTOMER's obligations and liabilities and SERVICERS' rights regarding the following matters will survive termination until all these matters are resolved or settled and all amounts owed to SERVICERS regarding these matters are fully and irrevocably paid: (i) processing and settlement of Card transactions, Sales Drafts and Credit Drafts, (ii) adjustments, (iii) all amounts due SERVICERS under this Bankcard Addendum, (iv) the resolution of any Chargebacks, disputes or other issues involving Card transactions, (v) Compromised Data Events and (vi) all SERVICERS' rights regarding CUSTOMER's breach of any of its agreements, representations, warranties, covenants or other obligations under this Bankcard Addendum. In addition to the above and any terms and provisions which by their terms or nature survive termination, the terms and provisions of Sections 9, 14 through 21, inclusive, 23 through 27, inclusive, Subsection 22.7 and this Subsection 22.9 shall survive any termination of this Bankcard Addendum. Upon termination of this Bankcard Addendum, CUSTOMER agrees to immediately send SERVICERS all the data relating to Card transactions made up to the date of termination.

22.10 After termination of this Bankcard Addendum for any reason whatsoever, CUSTOMER shall continue to bear total responsibility for all Chargebacks, fees, credits and adjustments resulting from Card transactions processed pursuant to this Bankcard Addendum and all other amounts then due or which thereafter may become due to SERVICERS under this Bankcard Addendum or which may be due to

SERVICERS before or after such termination to either SERVICERS or any of SERVICERS' respective Affiliates for any related equipment or related services.

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

23. **Reserve Account; Security Interest.**

23.1 CUSTOMER expressly authorizes SERVICERS to establish a Reserve Account pursuant to the terms and conditions set forth in this Section 23. The initial amount of such Reserve Account shall be set by SERVICERS, in their sole discretion, based upon CUSTOMER processing history and the anticipated risk of loss to SERVICERS.

23.2 The Reserve Account shall be fully funded upon three days' notice to CUSTOMER, or in instances of fraud or an Event of Default, Reserve Account funding may be immediate. Such Reserve Account may be funded by all or any combination of the following: (i) one or more debits to CUSTOMER's Settlement Account or any other accounts held by BANK or any of its Affiliates; (ii) one or more deductions or off sets to any payments otherwise due to CUSTOMER; (iii) CUSTOMER's delivery to SERVICERS of a letter of credit; or (iv) if SERVICERS so agree, CUSTOMER's pledge to SERVICERS of a freely transferable and negotiable certificate of deposit. Any such letter of credit or certificate of deposit shall be issued or established by a financial institution acceptable to SERVICERS and shall be in a form satisfactory to SERVICERS. In the event of termination of this Bankcard Addendum by either CUSTOMER or SERVICERS, an immediate Reserve Account may be established without notice in the manner provided above. Any Reserve Account will be held by BANK for the greater of ten months after termination of this Bankcard Addendum or for such longer period of time as is consistent with BANK's liability for Card transactions in accordance with Card Organization Rules. CUSTOMER's funds held in a reserve account may be held in a commingled Reserve Account for the reserve funds of BANK's customers, without involvement by an independent escrow agent. SERVICERS will hold funds pursuant to this Section 23 in master account(s) with your funds allocated to separate sub accounts.

23.3 If CUSTOMER's funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees and other charges due from CUSTOMER, or if the funds in the Reserve Account have been released, CUSTOMER agrees to promptly pay SERVICERS such sums upon request. In the event of a failure by CUSTOMER to fund the Reserve Account, SERVICERS may fund such Reserve Account in the manner set forth in Subsection 23.2 above.

23.4 To secure CUSTOMER's performance of CUSTOMER's obligations under this Bankcard Addendum, and any other agreement for the provision of related equipment or related service CUSTOMER grants SERVICERS security interests in each transaction and its proceeds, the Settlement Account, the Reserve Account and any other depository, reserve or bank account held by CUSTOMER with SERVICERS, the Settlement Account at any other financial institution, whether now existing or established in the future, and in the balances and proceeds of all those accounts, any funds due CUSTOMER from SERVICERS and any of CUSTOMER's property held by SERVICERS and SERVICERS' respective Affiliates. SERVICERS may enforce these security interests without notice or demand to the extent permitted by the Card Organization Rules and Applicable Law. The security interests granted under this Bankcard Addendum will survive the termination of this Bankcard Addendum until all CUSTOMER's obligations are irrevocably paid and performed in full. In addition, CUSTOMER's assent to the terms of this Bankcard Addendum will be considered CUSTOMER's agreement to obtain and execute an appropriate control agreement, pursuant to Article 9 of the Uniform Commercial Code, among CUSTOMER, SERVICERS and any other financial institution, under which agreement SERVICERS, CUSTOMER and that other financial institution agree to the disposition of funds in the Settlement Account, the Reserve Account or any other account or property subject to the security interest in this Bankcard Addendum without further consent by CUSTOMER, provided that such agreement will not obligate CUSTOMER to pay additional fees to SERVICERS. In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, SERVICERS are hereby authorized by CUSTOMER at any time and from time to time, without notice or demand to CUSTOMER or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of CUSTOMER's obligations to SERVICERS and their respective Affiliates under this Bankcard Addendum and any other agreement with SERVICERS or any of SERVICERS' respective Affiliates for any related equipment or related services (including any check guarantee and check verification services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured. CUSTOMER agrees to duly execute and deliver to SERVICERS such instruments and documents as SERVICERS may reasonably request to perfect and confirm the lien, security interest, right of set-off, recoupment and subordination set forth in this Bankcard Addendum

24. Intentionally omitted.

25. **Liquidated Damages.**

25.1 The parties further agree and acknowledge that, in addition to any remedies contained herein or otherwise available under Applicable Law and, notwithstanding anything to the contrary elsewhere in this Bankcard Addendum, if (i) CUSTOMER breaches this Bankcard Addendum by improperly terminating it prior to the expiration of the applicable term of the Bankcard Addendum, or (ii) this Bankcard Addendum is terminated prior to the expiration of the applicable term of the Bankcard Addendum in accordance with, and due to, an Event of Default by CUSTOMER specified in Subsection 22.3, then SERVICERS will suffer a substantial injury that is difficult or impossible to accurately estimate. Accordingly, in an effort to liquidate in advance the sum that should represent the damages which would actually be sustained by SERVICERS as the result of such a termination, the parties have agreed that the amount calculated in the manner specified below is a reasonable pre-estimate of SERVICERS' probable loss, which shall be paid to SERVICERS as liquidated damages in the event of any such termination. Any recovery pursuant to this Section 25 shall in no way limit SERVICERS' right to receive any payments due from CUSTOMER pursuant to Section 14. Such liquidated damages shall be paid to SERVICERS within 15 days after CUSTOMER's receipt of SERVICERS' calculation of the amount due. The liquidated damages amount shall equal 80% of the product of (a) the average net monthly fees, as determined in accordance with Subsection 25.2, and (b) the number of months, including any pro rata portion of a month, then remaining in the initial term or any renewal term, as applicable.

25.2 The average net monthly fees shall equal one-twelfth of the gross fees payable pursuant to the Supplements, less applicable interchange fees and assessments due pursuant to this Bankcard Addendum, during the 12 months immediately preceding the date on which (i) SERVICERS receive notice from CUSTOMER of its intention to terminate this Bankcard Addendum early, or (ii) SERVICERS learn of CUSTOMER's early termination in violation of this Bankcard Addendum, or (iii) this Bankcard Addendum is terminated early pursuant to subsection 22.3 (whichever produces the higher amount); provided, however, if the Bankcard Addendum has been in place less than 12

months, the estimated average net monthly fees shall equal the aggregate gross fees paid hereunder by CUSTOMER, divided by the number of months the Bankcard Addendum was effective.

25.3 Liquidated Damages as defined herein shall not apply to any automatic renewal period.

26. **Information Security.**

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

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

26.3 Costs. In addition to CUSTOMER's obligations as set forth in Section 4 of the MSA and Sections 14 and 24 of this Bankcard Addendum, if CUSTOMER or a Merchant Provider (or other Person used by CUSTOMER) is determined by any Card Organization, regardless of any forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of Cardholder data or Card transaction information (together, **"Compromised Data Event"**) and regardless of CUSTOMER's belief that CUSTOMER has complied with the Card Organization Rules and Applicable Law or any other security precautions and is not responsible for the Compromised Data Event, CUSTOMER must promptly pay SERVICERS for all related expenses, claims, assessments, fines, losses, costs, and penalties and Issuer reimbursements imposed by the Card Organizations against SERVICERS (together, **"Data Compromise Losses"**).

26.4 Issuer Costs. In addition to CUSTOMER's obligations in Section 4 of the MSA and Sections 14 and 24 and Subsection 26.3 of this Bankcard Addendum, CUSTOMER must pay SERVICERS promptly for all expenses and claims made by Issuers against SERVICERS alleging CUSTOMER's responsibility for the loss, disclosure, theft or compromise of Cardholder data or transaction data, apart from any claim procedures administered by the Card Organizations.

26.5 Compromised Data Event Appeals. If SERVICERS are allowed under the Card Organization Rules to contest or appeal any claim of an Issuer, or any amount assessed by a Card Organization against SERVICERS, which CUSTOMER is obligated to pay under this Section 26, CUSTOMER will be given the opportunity to advise whether CUSTOMER wishes SERVICERS to contest or appeal the claim, assessment, penalty or fine. The decision to contest or appeal will be in SERVICERS' reasonable discretion, and if CUSTOMER asks SERVICERS to contest or appeal, all related costs will be paid by CUSTOMER. Any amount returned to SERVICERS as a result of the contest or appeal will be promptly refunded to CUSTOMER.

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

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

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

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

27. **Notices.** The notice address for BAMS shall be as set forth in Section 16 of the MSA; the notice address for BANK shall be: 1231 Durrett Lane, Louisville, KY 40213, Attention: Operations Manager, with a copy to BANK's Legal Department-Merchant Services Group, at Bank of America, N.A., Bank of America Plaza, 101 South Tryon Street, Mail Code: NC1-002-29-01, Charlotte, North Carolina, 28255-0001.

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

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

29. **Card Organization Disclosure**

Member Bank Information: Bank of America, NA
The BANK's mailing address is 1231 Durrett Lane, Louisville, KY 40213
and its phone number is 800-430-7161.

Important Member Bank Responsibilities

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

Important Merchant Responsibilities

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

The parties hereto have caused this Bankcard Addendum to be executed by their duly authorized officers. **THIS BANKCARD ADDENDUM IS NOT BINDING UPON SERVICERS UNTIL SIGNED BY SERVICERS.**

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY
("CUSTOMER")

By: Claude Miller

Name: Claude Miller
(Please Print or Type)

Title: Director of Procurement

Date: 6/14/13

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

By: BANC OF AMERICA MERCHANT SERVICES, LLC, PURSUANT TO A LIMITED POWER OF ATTORNEY
By:

Name: Joel T. Henckel
(Please Print or Type)
Title: Joel T. Henckel
Senior Vice President
Date: Senior Vice President 7/3/13

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

By:

Name:
(Please Print or Type)
Joel T. Henckel
Title:
Senior Vice President
Date: 7/3/13

ANNEX 1

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

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

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

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

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

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

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

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

"Card" - See either Credit Card or Debit Card.

"Cardholder" means a Person whose name is embossed on the Card (or Debit Card, as applicable) and any authorized user of such Card.

"Card Organization" means any entity formed to administer and promote Cards, including without limitation Visa U.S.A., Inc. ("Visa"), MasterCard International Incorporated ("MasterCard") and DFS Services LLC ("Discover"), and any applicable Debit Networks

"Card Organization Rules" means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBT, the Quest Operating Rules and with respect to PIN debit Cards, the rules, regulations, policies and procedures of the applicable Debit Network).

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

"Chargeback" means a Card transaction (or disputed portion thereof) that is returned to SERVICERS by the Issuer, the liability of which is the CUSTOMER's responsibility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Purchased Equipment" means any and all Merchant Equipment sold to CUSTOMER by BAMS (or its applicable Affiliate) pursuant to this Bankcard Addendum or any Supplement.

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

"Reserve Account" means an account established and funded at SERVICERS' request or on CUSTOMER's behalf, pursuant to Section 23 of this Bankcard Addendum.

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

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

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

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

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

Schedule A to Merchant Services Bankcard Addendum
Fee Schedule

Merchant Name:	OC Expressway	Average Ticket:	$56.48
Contract Term (Years):	5 Years	Annual Bankcard Volume:	$95,854,068.00
Transmission Method:	Third Party Ecommerce		
Pricing Method:	Interchange Plus		
Fee Collection Frequency	Monthly		

Processing Fees:

*Authorization Fee- Per Authorization Attempt
**Per Item Fee- Per Settled Transaction

Card Type	Auth Fee*	Per Item Fee**
VS/MC/DS Full Service	$0.000	$0.030
American Express	$0.000	$0.030

Discount Rates — The discount rate is charged as a % of total gross dollar volume

Discount Rate Credit	0.000%	% of sale on Visa/MC/DS Full Service Credit Volume
Discount Rate Signature Debit	0.000%	% of sale on Visa/MC/DS Full Service Debit Volume

Other Fees

Chargeback Fees	$10.00	Per Chargeback
ACH Reject Fee	$25.00	Per ACH Returned Item
HRP Auth	$0.03	Per HRP Authorization
ClientLine	Waived	Per ClientLine Sign-On
Voice Auth	$0.95	Per Voice Auth/ARU Item
ACH Deposit Fee	$0.00	Per ACH Deposit

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

Interchange Schedule and Qualification Attachments (Interchange Schedules)	
Visa/MasterCard/Discover Interchange	BAMS.MVD.S12.1.IC_Net
PIN Debit Switch and Interchange Fees	2012 BAMS Debit Network Standard Fees FD effective April

Capitalized terms not defined above are defined in the Merchant Services Bankcard Addendum ("**Bankcard Addendum**") to which this Schedule A is attached.

1. Sales plus interchange and assessments will be collected on the frequency specifically set forth in the above fee schedule.

2. The processing fees set forth in Schedule A are based on the average ticket and annual volume set forth in the fee schedule above.

Important Information About Your Fees

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

3. **Equipment Costs**: N/A

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

In addition to the interchange rates, SERVICERS may pass through to CUSTOMER any fees assessed to SERVICERS by the Card Organizations, including but not limited to, new fees, fines, penalties and assessment imposed by the Card Organizations. These pass through fees include the following:

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

Fee/Name	Fee/Description
VISA ASSESSMENT	0.11% Fee assessed on the gross dollar amount of all Visa transactions.
VISA KILOBYTE FEE	$0.0025 Fee related to transmission of clearing data. Charged per kilobyte.

VISA ZERO DOLLAR VERIFICATION FEE	$0.025 Fee assessed on all Account Verification messages, including both approved and declined, AVS, and SMS account verification transactions. Account Verification transactions must be submitted for $0 and are used to validate cardholder account numbers and other elements, such as CVV2 and AVS, prior to obtaining an actual authorization.
VISA ZERO FLOOR LIMIT FEE	$0.10 Fee assessed on all clearing transactions when the Transaction ID on the Authorization does not match the Transaction ID on the Clearing. Fee also applies when Transaction ID is missing altogether.
VISA NETWORK ACQUIRER PROCESSING FEE (NAPF) - Credit	$0.0195 Fee assessed on all Visa authorization attempts. Does not apply to $0 Account Verification messages, Real Time Clearing pre-authorization requests, authorization reversals, chargeback responses, and other administrative messages.
VISA NETWORK ACQUIRER PROCESSING FEE (NAPF) – Debit & Prepaid	$0.0155 Fee assessed on all Visa authorization attempts. Does not apply to $0 Account Verification messages, Real Time Clearing pre-authorization requests, authorization reversals, chargeback responses, and other administrative messages.
VISA AUTHORIZATION SYSTEM MISUSE FEE	$0.045 Per authorization that is not followed by a matching Visa clearing (or is not properly reversed in the case of a cancelled/voided transaction) as shown by a matching transaction ID.
VISA INTERNATIONAL SERVICE FEES (FOR PURCHASE TRANSACTIONS)	0.40% of the source amount on U.S. Acquired Original Purchase transactions when the Issuer Country is different from the Merchant Country.
VISA INTERNATIONAL SERVICE FEES (FOR CASH ADVANCE TRANSACTIONS)	0.40% of the source amount on U.S. Acquired Cash Disbursement transactions when the Issuer Country is different from the Merchant Country.
U.S. VISA INTERNATIONAL HIGH RISK ACQUIRER FEE (IAF)	0.45% Fee assessed on all transactions conducted at U.S. merchant locations with a non-U.S. issued card; applicable to high-risk merchants in MCCs 5962 (Direct Marketing – Travel-Related Arrangement Services), 5966 (Direct Marketing – Outbound Telemarketing Merchants), and 5967 (Direct Marketing – Inbound Telemarketing Merchants).
VISA US DEBIT INTEGRITY TRANSACTION FEE	$0.10 charged on each signature debit, non-PIN transaction (including Visa Consumer and Business debit cards and Visa Consumer and Commercial Prepaid Cards) that does not meet the qualification criteria defined under the Visa U.S. Custom Payment Service (CPS) program.
VISA FIXED ACQUIRER NETWORK FEE	See Visa Fixed Acquirer Network Fee section of rate schedule for Visa/MasterCard/Discover Interchange referenced in Interchange Schedules section above.
VISA PARTIAL AUTHORIZATION NON PARTICIPATION FEE (PANPF) FOR AFD MERCHANTS	$0.01 Fee assessed on Automated Fuel Dispenser (5542) transactions that do not support partial authorization.
VISA INTERNATIONAL ACQUIRER FEE	0.45% Assessed on all transactions at a U.S. merchant location with a non-U.S. issued card. Billed with applicable interchange fees.

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

Fee/Name	Fee/Description
MASTERCARD ASSESSMENT FEE	0.11% Fee assessed on the gross dollar amount of all MasterCard transactions.
MASTERCARD ASSESSMENT FEE (>=$1,000)	0.02% Fee assessed on the gross dollar amount of MasterCard Consumer and Commercial credit transactions that are $1,000 or greater.
MASTERCARD KILOBYTE FEE	$0.0035 Fee related to transmission of clearing data. Charged per kilobyte.
MASTERCARD CROSS BORDER FEE (US)*	0.40% Fee assessed on all Consumer, Commercial, Credit and Debit transactions that are processed with the country code of the

	merchant different from the country code of the cardholder, where the transaction is settled in U.S. dollars. * Any combination of merchant location and issuer in USA, Puerto Rico, Virgin Islands, Guam, Marshall Islands and Northern Marianna Islands will be exempt from the Cross Border fee. Transaction on a MasterCard branded credit or debit card processed through MasterCard's clearing system in which the cardholder country code differs from the country code of the merchant; applicable to sale/purchase transactions, chargeback re-presentment and reversal transactions.
MASTERCARD CROSS BORDER FEE (Non US)*	0.80% Fee Assessed on all Consumer, Commercial, Credit and Debit transactions that are processed with the country code of the merchant different from the country code of the cardholder where the transaction is not settled in U.S. dollars. * Any combination of merchant location and issuer in USA, Puerto Rico, Virgin Islands, Guam, Marshall Islands and Northern Marianna Islands will be exempt from the Cross Border fee. Transaction on a MasterCard branded credit or debit card processed through MasterCard's clearing system in which the cardholder country code differs from the country code of the merchant; applicable to sale/purchase transactions, chargeback re-presentment and reversal transactions.
MASTERCARD NETWORK ACCESS AND BRAND USAGE (NABU) FEE	$0.0185 Assessed on all MasterCard authorization attempts and credit (sales return) transactions that are processed with a U.S. issued card at a U.S. merchant location. Does not apply to authorization reversals and $0 Account Status Inquiry transactions. NOTE: Rate will increase to $0.0195, effective June 30, 2013.
MASTERCARD CARD NOT PRESENT AVS ACCESS FEE	$.0075 Assessed on all MasterCard Card Not Present authorizations that use the Address Verification Service (AVS) that are submitted for more than $0.
MASTERCARD AVS CARD PRESENT ACCESS FEE	$0.005 Assessed on all MasterCard Card Present authorizations that use the Address Verification Service (AVS) that are submitted for more than $0.
MASTERCARD ACCOUNT STATUS INQUIRY FEE - INTERREGIONAL	$0.03 Fee assessed on all Account Status Inquiry Service messages where the country code of the merchant is different from the country code of the cardholder. Account Status Inquiry Service transactions must be submitted for $0 and are used to validate cardholder account numbers and other elements, such as CVC2 and AVS, prior to obtaining an actual authorization.
MASTERCARD ACCOUNT STATUS INQUIRY FEE - INTRAREGIONAL	$0.025 Fee assessed on all Account Status Inquiry Service messages where the country code of the merchant is the same as the country code of the cardholder. Account Status Inquiry Service transactions must be submitted for $0 and are used to validate cardholder account numbers and other elements, such as CVC2 and AVS, prior to obtaining an actual authorization.
MASTERCARD PROCESSING INTEGRITY FEE	$0.055 Fee assessed on all MasterCard authorized transactions which are not followed by a matching MasterCard clearing transaction (or not reversed in the case of a cancelled transaction). Automated Fuel Dispensers (5542) not subject to this fee. Vehicle Rental (3351-3500, 7512), Lodging (3501-3999, 7011), and Cruise Line / Steamship (4411) will not be subject to this fee until October 18, 2013. Rate includes additional $0.01 reporting cost from MasterCard for each transaction. Billed on a one month lag.

MASTERCARD LICENSE VOLUME FEE	0.005% of MasterCard volume. Fee based on a good faith effort to recover and allocate among our customers MasterCard's annual fees for licensing and third party processing and calculated by multiplying your settled MasterCard dollar volume by the percentage rate (which rate may be adjusted to reflect changes in those MasterCard fees and/or our allocation). .
MASTERCARD ACQUIRER PROGRAM SUPPORT FEE	0.85% Assessed on all U.S. region acquired MasterCard Consumer Credit, Consumer Debit, and Commercial Card transactions for cards issued outside the U.S. region. Billed with applicable Interchange fees.
Discover Network Fees: The following fees result from charges assessed to SERVICERS from Discover Network and are subject to increases, decreases, and additional new fees imposed by Discover Network. Please note that Discover Network fees apply only to Discover transactions acquired by Bank of America Merchant Services.	
Fee/Name	**Fee/Description**
DISCOVER DATA USAGE FEE	$0.0185 Fee assessed on all Discover, JCB, China UnionPay, Diners Club International, and Korea BCcard sales and credit (return) transactions.
DISCOVER NETWORK ASSESSMENT	0.105% Fee assessed on the gross dollar amount of all Discover, JCB, China UnionPay, Diners Club International, and Korea BCcard transactions.
DISCOVER NETWORK INTERNATIONAL SERVICE FEE	0.55% Fee assessed on all Discover, Diners Club International, JCB, China UnionPay, and Korea BCcard transactions at a U.S. merchant location with a non-U.S. issued card.
DISCOVER NETWORK INTERNATIONAL PROCESSING FEE	0.40% Fee assessed on all Discover, Diners Club International, JCB, China UnionPay, and Korea BCcard transactions where the country code of the merchant is different from the country code of the card issuer. Billed with applicable Interchange fees.

5. General Pricing Information:

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

b. Information Regarding Certain Transaction Fees for the Above Card Types:
(i) Billable transactions include: purchases, returns, declines, reversals, terminal balancing totals and authorizations.
(ii) Authorization fees apply to all attempted authorizations and approved authorizations.
(iii) Per item fees include data capture and settlement.
(iv) The discount rate applies to gross processing volume.
(v) The fees and charges set forth on this Schedule A are in addition to all other Third Party Based Fees and all fees due and payable to BAMS and/or any applicable Person and will be collected by BAMS as set forth in the Bankcard Addendum.

c. Information Regarding Supplies Charges
(i) Supplies are provided at BAMS' then-current costs, plus a fee for shipping and handling, per shipment.
(ii) CUSTOMER shall be responsible for payment of all shipping costs associated with any equipment purchased, leased or maintained by BAMS under this Bankcard Addendum

Other Card Services Supplement to Merchant Services Bankcard Addendum and Attachment I

Other Card Services Supplement to Merchant Services Bankcard Addendum and Attachment I to Schedule A

This Other Card Services Supplement to Merchant Services Bankcard Addendum and Attachment I to Schedule A (referred to herein as the "OCS Supplement") supplements the Merchant Services Bankcard Addendum (the "Bankcard Addendum") and Schedule A to which is attached and sets forth the terms applicable to BAMS provision of the specified services for the Card transactions set forth below:

OTHER CARD SERVICES SUPPLEMENT TO BANKCARD ADDENDUM:

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

In the event CUSTOMER has a separate agreement with an Issuer to accept such Issuer's cards ("**Issuer Agreement**") respective Issuer, all Chargeback and financial obligations including but not limited to fees and issues related thereto shall be governed by the terms of such Issuer Agreement. CUSTOMER shall comply with all terms and conditions of the Issuer Agreement and the applicable rules, regulations, interpretations and other requirements of the respective Issuer and shall not seek authorization for or submit for processing or settlement hereunder any Issuer Card transactions at any time when CUSTOMER does not have in effect a valid Issuer Agreement with such Issuer. CUSTOMER agrees to notify BAMS

immediately upon the termination of any Issuer Agreement to which it is a party. Upon such termination, BAMS shall have no further obligations hereunder to provide any services to CUSTOMER with respect to any transactions involving such Issuer Cards.

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

2. **ISSUER CONSENTS**:

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

3. **AUTHORIZATION SERVICES ONLY**:

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

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

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

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

5. **DISCOVER PROCESSING PROVISIONS**:

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

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

ATTACHMENT I TO SCHEDULE A:

American Express*	___X____	Diners Club***	_____	Discover®	_____
JCB***	_____	Fleet*	_____	Voyager**	_____
Wright Express*	_____				

*Card processing services for these transaction types may be subject to a separate agreement.
**SERVICERS will settle Voyager transactions directly to merchants. All other Card types listed in this Attachment shall be settled by the Issuer.
***These are DNP Card Types will be processed via Discover systems and subject to Discover Card Organization Rules; BAMS will settle transactions for all Discover Cards and DNP Card Types, unless CUSTOMER is classified by Discover Network as a Discover Direct Strategic Relationship as further described in Subsection 13.1 of the Bankcard Addendum.

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

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

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

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

BANC OF AMERICA MERCHANT SERVICES, LLC
(BAMS)

By: _____

Title: _____

Date: Joel T. Henckel

nior Vice President

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY
(CUSTOMER)

By: _____

Title: Director of Procurement

Date: 6/14/13

PAYPOINT SERVICES ADDENDUM TO MASTER SERVICES AGREEMENT

THIS PAYPOINT SERVICES ADDENDUM ("**PayPoint Addendum**") dated 6/14, 2013 ("**Effective Date**") is among Orlando Orange County Expressway Authority ("**Customer**"); Banc of America Merchant Services, LLC ("**BAMS**"); and Bank of America, N.A. ("**Bank**") (collectively BAMS and Bank are the "**Servicers**"); and supplements the Master Services Agreement ("**MSA**") between Customer and BAMS.

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

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

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

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

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

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

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

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

3. **Payment Processing Obligations**. Customer will submit all payments initiated by Consumers using the PayPoint Gateway and BAMS's computer systems according to documentation provided by BAMS from time-to-time (BAMS's computer systems and documentation are the "*BAMS System*"). Customer will provide all transaction data, Personal Information (defined below), related

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

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

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

6. **Term; Termination**.

6.1 Term. The term of this PayPoint Addendum will commence on its Effective Date, will extend for the initial term and will renew as set forth in the MSA.

6.2 Termination For Breach; Insolvency. Either party may terminate this PayPoint Addendum if the other: (a) breaches a material representation, warranty, term, condition or obligation, and fails to cure such breach within 30 days after receiving written notice of such breach; or (b)(i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its general inability to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition agreement with or for the benefit of its creditors; (iii) files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors; (iv) seeks or consents to the appointment of an administrator, receiver, custodian, or similar official for the wind up of its business; or (v) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or composition for the benefit of creditors, and such proceeding is not dismissed or stayed within 30 days.

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

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

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

7. **Fees; Payment of Fees.**

7.1 Fees. The fees ("Fees") for the PayPoint Services are set forth on Schedule A attached to this PayPoint Addendum.

7.2 Payment of Fees. All Fees are due upon receipt and payable within thirty (30) days of invoice date. A delinquency charge of 1½% per month or the highest amount permitted by law, whichever is lower, will be added to the outstanding balance of any delinquent account. BAMS may suspend the PayPoint Services during any period in which Customer's account is delinquent. BAMS may offset delinquent amounts from any amount it owes to Customer; and, further, may terminate this PayPoint Addendum immediately

upon written notice to Customer if it fails to pay BAMS in full within five (5) days of demand for payment of any delinquent amount(s). Continuing PayPoint Services during any period when Customer's account is delinquent will not constitute a waiver of BAMS' rights related to suspension of the PayPoint Services or termination of this PayPoint Addendum.

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

9. **Intellectual Property.**

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

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

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

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

EXECUTED:

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Name: Claude Miller
Title: Director of Procurement

BANC OF AMERICA MERCHANT SERVICES, LLC

By: _____
Name: _____
Title: Joel T. Henckel
Senior Vice President

BANK OF AMERICA, N.A.

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

By: _____
Name: _____
Title: _____
Joel T. Henckel
Senior Vice President

SCHEDULE A

PAYPOINT SERVICE FEES

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

Non-Transaction Fees	Description	Amount
Set-Up Fee:	The amount charged for initial setup and initiation of the PayPoint Services.	$5,000
On-Site Training Fee:	The amount charged each day to provide on-site training to Customer in connection with the PayPoint Services.	n/a
Custom Development Fee:	The amount charged per hour for any custom development requests that Customer and BAMS agree upon in connection with the PayPoint Services. Custom development requests will be subject to a separate evaluation process and statement of work defining the parameters and deliverables for the project.	n/a

ACCOUNT UPDATER ADDENDUM TO MASTER SERVICES AGREEMENT

THIS ACCOUNT UPDATER ADDENDUM TO MASTER SERVICES AGREEMENT ("**AU Addendum**") dated 6/14, 2013 ("**Effective Date**") is among BANC OF AMERICA MERCHANT SERVICES, LLC ("**BAMS**"); and Orlando Orange County Expressway Authority ("**Customer**"); and supplements the Master Services Agreement dated 6/14, 2013 ("**MSA**") between Customer and BAMS.

BAMS AND CUSTOMER AGREE:

1. **Definitions.** Capitalized terms used but not defined in this AU Addendum are defined in the MSA.

2. **AU Services.**

2.1 The account updater services ("*AU Services*") consist, collectively, of processing functionality that will (i) obtain Card account information ("*Card Info*") from Customer; (ii) submit this Card Info to those Associations (including, without limitation, VISA, MasterCard or Discover) that maintain account updater programs ("*Updater Programs*"); (iii) correlate the data available from the Associations' Updater Programs to match the existing Card Info that Customer provided with corresponding updated Card Info obtained from the Associations' Updater Programs; and (iv) provide the new Card Info to Customer for processing ongoing payments. AU Services may be used only in connection with Associations that maintain Updater Programs and Card issuing banks ("Issuers") that participate in these Updater Programs.

2.2 Stand Alone Services. The AU Services are provided to Customer in a non-hosted environment that does not require that Customer obtain processing services using the Compass or Hosted Recurring Payment processing platforms. In the non-hosted environment, Customer will maintain its own database containing Card Info and submit this Card Info to BAMS from time-to-time via batch files formatted pursuant to the specifications BAMS provides to Customer. To receive the stand-alone offering of the AU Services, Customer must submit its Card Info for processing using the MessageWay file transport portal.

2.3 Disclaimer. The AU Services are only accurate to the extent (i) Issuers participate in the Associations' Updater Programs (many Issuers do not participate); (ii) Issuers provide accurate Card Info to the Associations' Updater Services; (iii) the Card Info provided to BAMS by the Associations' Updater Services is accurate; and (iv) the Card Info that Customer provide is accurate. BAMS MAKES NO REPRESENTATION OR WARRANTY THAT THE CARD INFO PROVIDED IN CONNECTION WITH THE AU SERVICES IS ACCURATE, COMPLETE OR ERROR FREE. BAMS WILL NOT BE LIABLE FOR ANY DAMAGES OR CLAIMS ARISING FROM THE ACCURACY OF THE CARD INFO IT PROVIDES THROUGH THE AU SERVICES.

2.4 Provider. The AU Services are provided to Customer by BAMS and not Bank. Bank is not a party to this AU Addendum insofar as it applies to the AU Services, and Bank is not liable to Customer in any way with respect to the AU Services.

3. **Customer's Responsibilities.** Customer must comply with the following requirements when using the AU Services:

(a) Customer must have a legitimate business need to obtain updated Card Info (for example, subscription based services, membership based services or recurring payment services), and Customer must maintain an ongoing payment relationship with the cardholders for which Customer submits Card Info for processing via the AU Services.

(b) Customer's business cannot fall into a high-risk category designated by the applicable Associations.

(c) Customer must enroll as a participant with the applicable Association's Updater Programs, maintain its enrollment and be certified by BAMS and the Association as compliant with the Association's then current participation requirements that BAMS will provide to Customer from time-to-time.

(d) Customer must update the Card Info that BAMS maintains on Customer's behalf in BAMS' database, or that Customer send to BAMS (or has sent to BAMS on Customer's behalf), when a cardholder closes their account with an Association and makes Customer aware of this change; and, further, Customer must not submit Card Info for AU Services if Customer previously received a closed account response for such Card Info.

(e) For hosted AU Services, Customer acknowledges that BAMS will submit an inquiry on Customer's behalf to the Association's Updater Programs for all of Customer's Card Info at least once during the time frame(s) established by the applicable Associations.

(f) Customer (or the entity submitting files of Card Info to BAMS on Customer's behalf) must comply with the inquiry file layout and interface requirements that BAMS provide to Customer from time-to-time.

(g) Customer may not submit Card Info on behalf of another entity for processing using the AU Services.

(h) If BAMS does not maintain Customer's database in a hosted environment, Customer must update Customer's Card Info database within 5 days (or such shorter period of time as may be required by the Associations) of receiving updated Card Info using the AU Services.

(i) Upon updating the Card Info BAMS provides Customer using the AU Services, Customer must immediately delete its old Card Info data files.

(j) Customer must keep all information and data accessed through the AU Services strictly confidential. Customer may not disclose any information or data obtained using the AU Services to any third party, and may not use such information or data for any purpose other than those expressly permitted by the Associations.

4. **Fees.** Payment of fees for the AU Services will be as set forth in the MSA. The fees for processing transactions related to the AU Services are described on Schedule A to this AU Addendum.

5. **Sublicense; Intellectual Property.**

5.1 BAMS grants to Customer a non-transferable, non-assignable, non-exclusive, limited, royalty-free, revocable sub-license during the term of this AU Addendum to use the AU Services and the associated documentation, trademarks or service marks identified in the Operating Procedures; all subject to the terms of this AU Addendum and the MSA. Customer may only use the AU Services in connection with the processing services Customer receives under the MSA. Customer has no right, title or interest in or to the AU Services, any related software, materials, documentation, or derivative works thereof; and nothing in this AU Addendum or the MSA assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by estoppel or otherwise). Any and all right, title or interests associated with the AU Services that are not expressly granted by BAMS within this AU Addendum are expressly withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the AU Services. Customer will not file any action, in any forum, challenging ownership of the AU Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this AU Addendum and the MSA, and BAMS may immediately suspend or terminate Customer's use of the AU Services, this AU Addendum or the MSA in the event of such breach.

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

5.3 BAMS reserves the right to alter, immediately suspend or upon notice terminate the AU Services in the event Customer violates the terms of this AU Addendum, the MSA, BAMS terminates any agreement with third parties that are involved in providing the AU Services, or BAMS is otherwise unable to continue to provide the AU Services.

6. **Termination.** The AU Services may be terminated by either party upon 30 days written notice to the other party. In addition to the termination rights set forth in the MSA, BAMS may terminate the AU Services upon 30 days notice to Customer, in the event an Association terminates its Updater Program or BAMS terminates its participation in the Updater Programs; and, further, this AU Addendum will automatically terminate upon any termination of the MSA.

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

EXECUTED:

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Name: Claude Miller
Title: Director of Procurement

BANC OF AMERICA MERCHANT SERVICES, LLC

By: _____
Name: _____
Title: _____

Joel T. Henckel
Senior Vice President

REVIEWED AND APPROVED BY LEGAL _____

SCHEDULE A

FEES FOR AU SERVICES

Fees for Non-Hosted, Stand Alone AU Services Using MessageWay Portal

Service	Indicator	Unit Price
Per Match Fee: North Platform • Visa – 249 • MasterCard – 60E South Platform • Visa – 338 • MasterCard – 457	Per match (i.e., each card account updated)	$0.13
Set-Up Fee: • Visa • MasterCard	Per merchant, one-time set up	$2,500.00
Monthly Processing Fee: North Platform • Visa – 32N • MasterCard – 300 South Platform • Visa – 337 • MasterCard – 456	Per merchant, per month	$150.00

HOSTED RECURRING PAYMENT SERVICES ADDENDUM TO MASTER SERVICES AGREEMENT

THIS HOSTED RECURRING PAYMENT SERVICES ADDENDUM TO MASTER SERVICES AGREEMENT ("**HRP Addendum**") dated 6/14, 2013 ("**Effective Date**") is among BANC OF AMERICA MERCHANT SERVICES, LLC ("**BAMS**"); and Orlando Orange County Expressway Authority ("**Customer**"); and supplements the Master Services MSA dated 6/14, 2013 ("**MSA**") between Customer and BAMS.

BAMS AND CUSTOMER AGREE:

1. **Definitions.** Capitalized terms used but not defined in this HRP Addendum are defined in the MSA.

2. **HRP Services.**

2.1 Services. The hosted recurring payment services allow Customer to manage recurring card not present payment transactions using a database in an environment hosted by BAMS that provides Customer with functionality that will allow it to (i) build and store a payment profile associated with each of its Cardholders and their designated Credit Card or Non-PIN Debit Card; (ii) configure a payment schedule based on Customer's Cardholder's preferred transaction date, frequency, and duration of payment plan preferences; (iii) define certain processing rules for processing the payments that Cardholders owe to Customer on a recurring basis; and (iv), based on the Cardholder's payment profile, schedule that Customer creates for the Cardholder and Customers processing rules, systematically charge Customer's Cardholder's payment account(s) (collectively, the "*HRP Services*").

2.2 Authorizations. Customer expressly authorizes BAMS to use the Card information that Customer provides to populate BAMS' database for use in connection with the HRP Services. Customer represents and warrants that each Cardholder has authorized Customer to provide this information to BAMS, and authorized Customer to process recurring payments against the Consumer's Card.

2.3 Provider. The HRP Services are provided to Customer by BAMS and not Bank. Bank is not a party to this HRP Addendum insofar as it applies to the HRP Services, and Bank is not liable to Customer in any way with respect to the HRP Services. For the purposes of this HRP Addendum, the term "Servicers" in the MSA refers only to BAMS and not the Bank.

3. **HRP Services Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS HRP ADDENDUM, THE HRP SERVICES ARE PROVIDED "AS IS" AND BAMS MAKES NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) WITH REGARD TO THE HRP SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF ACCURACY, NON-INFRINGEMENT OR THAT THEY WILL FUNCTION UNINTERRUPTED OR ERROR-FREE; AND ANY AND ALL SUCH REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ARE DISCLAIMED.

4. **Fees.** See Schedule A.

5. **Sublicense; Intellectual Property; Representations and Warranties.**

5.1 BAMS grants to Customer a non-transferable, non-assignable, non-exclusive, limited, royalty-free, revocable sub-license during the term of this HRP Addendum to use the HRP Services and the associated documentation, trademarks or service marks identified in the operating procedures provided to Customer with the HRP Services; all subject to the terms of this HRP Addendum and the MSA. Customer may only use the HRP Services in connection with the processing services Customer receive under the MSA. Customer has no right, title or interest in or to the HRP Services, any related software, materials, documentation, or derivative works thereof; and nothing in this HRP Addendum or the MSA assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by estoppel or otherwise). Any and all right, title or interests associated with the HRP Services that are not expressly granted by BAMS within this HRP Addendum are expressly withheld. Customer will not take any action inconsistent with the ownership, title or license rights associated with the HRP Services. Customer will not file any action, in any forum, challenging ownership of the HRP Services, any related software, materials, documentation or derivative works thereof. Breach of this Section constitutes a material breach of this HRP Addendum and the MSA, and BAMS may immediately suspend or terminate Customer's use of the HRP Services, this HRP Addendum or the MSA in the event of such breach.

5.2 Customer will not, and will not permit others to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the HRP Services or any portion thereof; (ii) copy, modify, enhance, translate, supplement, create derivative works from, reverse engineer, decompile or otherwise reduce to human-readable form the HRP Services or any portion thereof; (iii) use altered versions of the HRP Services or portion thereof; (iv) use, operate or combine the HRP Services or any related software, materials or documentation, or any derivative

works thereof with other products, materials or services in a manner inconsistent with this HRP Addendum or the MSA; or (v), other that intended by its nature, use the HRP Services, or any portion thereof, as a standalone or non-integrated program. Customer will not permit others to access the HRP Services, any related software, materials or documentation, or derivative works thereof. Customer will not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting BAMS' or other third parties' proprietary interests in the HRP Services.

5.3 BAMS reserves the right to alter, immediately suspend or upon notice terminate the HRP Services in the event Customer violates the terms of this HRP Addendum, the MSA or if BAMS terminates any agreement with third parties that are involved in providing the HRP Services, or BAMS is otherwise unable to continue to provide the HRP Services.

6. **Effective.** This HRP Addendum will be effective upon the date it is executed by BAMS below; thereafter, the term is governed by the terms of the MSA.

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

EXECUTED:

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Name: Claude Miller
Title: Director of Procurement

BANC OF AMERICA MERCHANT SERVICES, LLC

By: _____
Name: _____
Title: _____
Joel T. Henckel
Senior Vice President

C# 000960

Bank of America

Merchant Services

PO Box 6605
Hagerstown, MD 21741-6605
1.800.430.7161

February 27, 2015

**********AUTO**SCH 3-DIGIT 328
R-F15.1 S1 P4 00000052
ORLANDO ORANGE COUNTY
4974 ORL TOWER RD
ORLANDO FL 32807-1684

IMPORTANT NOTICE OF CHANGE IN TERMS AND PRICING AMENDING YOUR MERCHANT AGREEMENT

Dear Valued Client:

The Card Organizations, such as Visa®, MasterCard®, Discover® and American Express® periodically review and modify their interchange rates and processing fees and other aspects related to card processing. This is commonly referred to as a "release". A release may institute changes to define how your transactions could qualify for various programs. Note: These Card Organization changes are beyond our control and affect all merchant card processors. All fee changes applicable to your merchant account are detailed below. Please be aware, a merchant may be referred to as either merchant or client throughout this letter.

Your Merchant Services discount rate, transaction and authorization fees for Visa and MasterCard transactions will not change at this time. Please refer to the enclosed chart for information from Visa and MasterCard on new categories and other changes for April 1, 2015 that apply to your business.

Change in the Visa International Service Assessment and MasterCard Cross Border Fees
Effective April 1, 2015, Visa will change the current International Service Assessment (ISA) fee from a single rate of 0.40% for all international transactions to one of the following two rates: (i) Base rate of 0.80% will apply to Visa international transactions that are settled in U.S. dollars or (ii) Enhanced rate of 1.20% will apply to Visa international transactions that are not settled in U.S. dollars. Additionally, effective April 1, 2015, MasterCard will increase the Cross Border fee for all international transactions as follows: (i) fee will increase from 0.40% to 0.60% for MasterCard international transactions that are settled in U.S. dollars and (ii) fee will increase from 0.80% to 1.00% for MasterCard international transactions that are not settled in U.S. dollars.

ADDITIONAL VISA INFORMATION

Changes to the Visa Fixed Acquirer Network Fee (FANF)
Visa has announced the following changes to the Fixed Acquirer Network Fee (FANF):

- Effective April 1, 2015, FANF fees will be reduced for taxpayer IDs with less than $1,250 of monthly gross Visa sales volume. Taxpayer IDs with less than $200 of monthly gross sales volume will be assessed a FANF of $0, and Taxpayer IDs with monthly gross sales volume between $200 and $1,250 will be assessed FANF at a rate of 0.15% of the monthly Visa gross sales volume. The volume threshold will apply per FANF table (based on the customer-present volume under Table 1 and the customer-not-present volume under Table 2 for the Taxpayer ID).

- Effective April 1, 2015, unattended terminal transactions at all Merchant Category Codes (MCCs), except MCC 5542 for Automated Fuel Dispensers, will be assessed Table 2 fees only. Note: Transactions processed at self-checkout lanes will not be eligible for Table 2 treatment if there are checkout lanes with a cashier at the same location.

additional expenses, (ii) allowance for adding a tip to a restaurant purchase, (iii) pre-authorizing an eCommerce transaction where stock availability is not certain at the time of order or shipment may take several days and (iv) pre-authorizing a flight ticket purchase when the ticket may take several days to be issued.

- Final authorizations have the following characteristics: (i) authorization amount is the final transaction amount, (ii) payment may no longer be cancelled after authorization approval, (iii) transaction must be settled within 7 calendar days of authorization and (iv) transaction must be settled within 7 calendar days of authorization to avoid authorization related chargebacks. Examples of final authorizations include: (i) purchasing goods and services where the payment is made at the time of delivery of the goods or services, (ii) eCommerce transaction where the ability to ship or deliver goods is known at the time of authorization. Note: For chip or PIN based transactions any tip must be included in the final authorization amount that is submitted.
- Undefined authorizations are authorizations that are not clearly identified as either a pre-authorization or a final authorization.

Additionally, effective October 16, 2016, the new MasterCard standards for authorizations also include:

- Authorizations must be reversed within 24 hours of a transaction either being cancelled or finalized for a lower amount (except for Automated Fuel Dispenser and MasterCard PayPass transit aggregated or transit debt recovery transactions).
- Multiple (or incremental) authorizations will be allowed for all merchant types and not just limited to Travel and Entertainment merchants.

In conjunction with these changes, MasterCard will also be making changes to the Processing Integrity fee, effective October 16, 2016:

- Processing Integrity fee for final authorizations not meeting requirements will be 0.25% of the authorization amount with a minimum fee amount of $0.04. Fee will apply if all of the following conditions are met: (i) authorization is fully approved, (ii) authorization is identified as a final authorization, (iii) authorization is not followed by a clearing transaction within 7 calendar days or authorization reversal within 24 hours and (iv) final clearing amount is submitted for an amount different from the approved authorization amount.
- Processing Integrity fee for pre-authorizations or undefined authorizations will be $0.045. Fee will apply if all of the following conditions are met: (i) authorization is fully approved, (ii) authorization is identified either as a pre-authorization or undefined authorization, (iii) authorization is not followed by either a clearing transaction or authorization reversal within 7 calendar days for undefined authorizations or within 30 days for pre-authorizations. Note: This fee will not apply to Automated Fuel Dispenser or MasterCard PayPass transit aggregated or transit debt recovery transactions.

An additional $0.012 reporting cost from MasterCard will also apply to each authorization subject to the MasterCard Processing Integrity fee.

MasterCard Introduces New Bank Identification Number Range

Effective October 14, 2016, MasterCard will introduce a new Bank Identification Number (BIN) range beginning with a "2" (222100-272099). Transactions on MasterCard card numbers beginning with a "2" must be accepted and follow the same logic and handling as MasterCard card numbers within the existing 510000-559999 range. MasterCard will begin issuing cards in this new BIN range in 2017. Bank of America Merchant Services and its processing partners are currently evaluating plans to support the new MasterCard BIN range and will provide additional information about this change to you in the future. Point-of-sale updates may be required. Please consult your authorization interface specifications or engage any third-party providers or integrators for necessary updates. If necessary, changes may be complex and require significant time to complete.

MasterCard Assistance Center Telephone Number Consolidation

There is now one single MasterCard toll-free telephone number, 1.800.MasterCard (1.800.627.8372), for consumers to use when contacting the MasterCard Assistance Center. The MasterCard Assistance Center handles consumer inquiries and emergency services. 1.800.MasterCard is an existing number that has been in wide distribution for more than 10 years. MasterCard will decommission other telephone numbers that have been introduced over the years for various programs, such as 1.800.MCASSIST, effective December 31, 2016. In the meantime, MasterCard will forward all incoming calls to the

Outlet Number

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INTERCHANGE RATE SCHEDULE

(Effective April, 2015)

This Interchange Rate Schedule contains a summary of the primary qualification criteria established by Visa®, MasterCard®, and Discover® Network (sometimes referred to as Discover) for most interchange programs - it is not all inclusive. In the event of any ambiguity or conflict, the interchange requirements established by the Card Organizations (sometimes referred to as associations) will determine the interchange programs at which your transactions qualify. For a complete list, call the number on your merchant statement. Please note that Discover Network fees apply only to Discover transactions acquired by Bank of America Merchant Services. For more information regarding your Rates and fees, please call Customer Service.

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
VISA			
CPS / Retail Credit	1.51%	$0.10	Consumer Traditional Cards. Card Present / Magnetic Stripe Read / Contactless / Chip Read / Signature Obtained / Authorized. Purchase date must be within 1 day of auth date. For Hotel and Car Rental: Folio / Rental Agreement number and check-in / check-out dates required. For Passenger Transport: full itinerary required (including ticket number, passenger name, and trip leg data); transactions that include ancillary data (ancillary service category 1, ancillary ticket document number, issued in connection with ticket number, and passenger name) are not eligible for this program. Bill payment transactions must include bill payment indicators. Authorization and settlement amount on check card transactions do not need to match for certain merchant segments (Taxis and Limousines - 4121, Bars and Taverns - 5813, Beauty and Barber Shops - 7230, Health and Beauty Spas - 7298). Supermarkets (5411), Service Stations (5541), Restaurants (5812, 5814), and High Risk (5962, 5966, 5967) not eligible for this program. Consumer debit and prepaid transactions at Hotels (3501-3999, 7011), Car Rental (3351-3441, 7512), Passenger Transport (3000-3299, 4511, 4112), Cruise Lines / Steamships (4411), Travel Agencies & Tour Operators (4722) not eligible for this program. Maximum 2 days to deposit & settle.
CPS / Retail Debit	0.80%	$0.15	
CPS / Retail Prepaid	1.15%	$0.15	
Regulated Debit	0.05%	$0.22	Regulated Consumer Debit and Prepaid, Business Debit, and Commercial Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. Authorization required. CPS requirements recommended but not required. Regulated Consumer Debit and Prepaid transactions that meet qualifications for the CPS/Small Ticket Regulated Debit program are not eligible for this program. Maximum 30 days to deposit & settle.
CPS / Restaurant Credit	1.54%	$0.10	Consumer Traditional Cards. Same requirements as CPS/Retail. Authorized amount does not have to match transaction amount. Authorization required and Magnetic Stripe Read / Contactless / Chip Read. Purchase date must be within 1 day of auth date. Eligible Merchants: Restaurants (5812) and Fast Food Restaurants (5814). Maximum 2 days to deposit & settle.
CPS / Restaurant Debit	1.19%	$0.10	
CPS / Restaurant Prepaid	1.15%	$0.15	
CPS / Rewards 1	1.65%	$0.10	Consumer Traditional Rewards card that meet existing requirements for CPS/Retail or CPS/Supermarket. Visa Signature and Infinite cards at non-Travel Services merchants (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Visa Signature cards at merchants that participate in the Retail or Supermarket Performance Threshold (Tier) MVV interchange programs. Maximum 2 days to deposit & settle.
CPS / Rewards 2	1.95%	$0.10	Consumer Traditional Rewards card that meet existing requirements for CPS/Card Not Present, CPS/Retail Key Entry, or CPS/E-Commerce Basic, CPS/E-Commerce Preferred. Hotel/Car Rental & Passenger Transport, CPS/Hotel & Car Rental: Card Present / Card Not Present, and CPS/Passenger Transport and CPS/Restaurant. Signature and Infinite cards that meet existing CPS/Card Not Present, CPS/Retail Key Entry, and CPS/E-Commerce Basic by non-Travel Services merchants (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Maximum 2 days to deposit & settle.
CPS / Small Ticket Credit	1.65%	$0.04	Traditional, Traditional Rewards, Signature and Infinite consumer cards. Regulated Consumer Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange are eligible for the CPS/Small Ticket Regulated Debit rate. Card Present / Magnetic Stripe Read / Contactless / Chip Read / Electronically Authorized. Signature not required. Bill payment transactions must include bill payment indicators. Purchase date must be within 1 day of auth date. Eligible Merchants include all merchants with the exception of: Money Transfer (4829), Automated Fuel Dispensers (5542), Direct Marketing - Insurance (5960), Direct Marketing - Travel Arrangement (5962), Direct Marketing - Catalog (5964), Direct Marketing - Combination Catalog & Retail (5965), Direct Marketing - Outbound Telemarketing (5966), Direct Marketing - Inbound Telemarketing (5967), Direct Marketing - Continuity / Subscription (5968), Direct Marketing - Other (5969), Manual Cash (6010), Automated Cash (6011), Financial Institutions - Merchandise & Services (6012), Betting / Casinos / Race Tracks (7995), Intra-Government Purchases (9405), UK Supermarkets (9751), UK Petrol Stations (9752), and Intra-Company Purchases (9950). Transaction amount must be less than or equal to $15.00. Small Ticket transactions from merchants that participate in Retail or Supermarket Performance Threshold (Tier) MVV interchange programs are eligible for this program. Small Ticket Credit eligible transactions will qualify for the following MVV interchange programs: Utilities, Debt Repayment, and Debit Tax Payment. Maximum 2 days to deposit & settle.
CPS / Small Ticket Debit	1.55%	$0.04	
CPS / Small Ticket Prepaid	1.60%	$0.05	
CPS / Small Ticket Debit Regulated	0.05%	$0.22	
CPS / Retail Key Entered Credit	1.80%	$0.10	Consumer Traditional Cards. Key-Entered due to inability to read magnetic stripe. All requirements of CPS/Retail except magnetic stripe read. Authorization required. Address Verification Required with a positive match on Zip Code or full address. For hotel and car rental (3300-3799, 7011, 7512): Folio / Rental Agreement number and check-in / check-out dates required. For Passenger Transport (3000-3299, 4112, 4511): ticket number and itinerary required; transactions that include ancillary data (ancillary service category 1, ancillary ticket document number, issued in connection with ticket number, and passenger name) are not eligible for this program. Bill payment transactions must include bill payment indicators. Purchase date must be within 1 day of auth date. Automated Fuel (5542), Direct Marketing (5960, 5962, 5964-5969), Cardholder Activated Terminal merchants are not eligible for this program. Credit transactions at Quasi-Cash (6051) merchants not eligible for this program. Maximum 2 days to deposit & settle.
CPS / Retail Key Entered Debit	1.65%	$0.15	
CPS / Retail Key Entered Prepaid	1.75%	$0.20	
CPS / Card Not Present Credit	1.80%	$0.10	Consumer Traditional Cards. Card Not Present / Signature Not Obtained / Mail or Phone Order. Address Verification required unless Healthcare (4119, 5975, 5976, 7277, 8011, 8021, 8031, 8041, 8042, 8043, 8049, 8050, 8062, 8071, 8099), Emerging Market (9211, 9222, 9399, 8211, 8220, 8299, 5960, 6300, 4899, 4814, 6513, 5968, 5983, 8351, 8398), or Utilities (4900). Customer Service phone number and invoice / order number required. Authorization required. Purchase date must be within 7 days of auth date. Authorization and settlement amounts must match. Bill payment transactions must include bill payment indicators. Maximum 2 days to deposit & settle.
CPS / Card Not Present Debit	1.65%	$0.15	
CPS / Card Not Present Prepaid	1.75%	$0.20	
CPS / E-Commerce Basic Credit	1.80%	$0.10	Consumer Traditional Cards. Same requirements as CPS/Card Not Present but transaction takes place in a secure Internet environment. Authorization required. Address Verification required unless Emerging Market (9211, 9222, 9399, 8211, 8220, 8299, 5960, 6300, 4899, 4814, 6513, 5968, 5983, 8351, 8398), or Utilities (4900). E-Commerce requires additional data fields in authorization and settlement. Bill payment transactions must include bill payment indicators. Purchase date must be within 7 days of auth date (or within 3 days for Transaction Aggregation transactions). Authorization amount for Transaction Aggregation transactions must not exceed $15.00. Maximum 2 days to deposit & settle.
CPS / E-Commerce Basic Debit	1.65%	$0.15	
CPS / E-Commerce Basic Prepaid	1.75%	$0.20	
CPS / E-Commerce Preferred Credit	1.80%	$0.10	Traditional, Traditional Rewards, Signature and Infinite consumer cards. Same requirements as E- Commerce Basic, except require Cardholder Authentication Value (CAVV). Authorization required. Requires Verified by Visa. Maximum 2 days to deposit & settle.
CPS / E-Commerce Preferred Debit	1.60%	$0.15	
CPS / E-Comm Preferred Prepaid	1.75%	$0.20	

INTERCHANGE RATE SCHEDULE

(Effective April, 2015)

Program Rate Category	Rates: Fee Per Sales $	Rates: Per Item	Transaction Qualification Information
CPS / Utilities Consumer CPS / Utilities Cons Debit & Prepaid CPS / Utilities Business CPS / Utilities Bus Debit & Prepaid	0.00% 0.00% 0.00% 0.00%	$0.75 $0.65 $1.50 $1.50	Traditional, Traditional Rewards, Signature, Infinite, Infinite (High Net Worth), Signature Preferred Consumer cards and Business, Signature Business, and Business Enhanced cards that meet the existing requirements for CPS/Retail, CPS/Retail Key Entry, CPS/Small Ticket, CPS/Card Not Present, CPS/E-Commerce Basic, or CPS/E-Commerce Preferred. Consumer and Business debit and prepaid transactions that meet CPS/Retail, CPS/Retail Key Entry, or CPS/Small Ticket are not eligible for this program. Eligible Merchants: Utilities (4900). Requires registration with Visa and MVV must be present. Maximum 2 days to deposit & settle.
CPS / Account Funding Credit CPS / Account Funding Debit CPS / Account Funding Prepaid	2.14% 1.75% 1.80%	$0.10 $0.20 $0.20	Consumer Traditional, Rewards, and Signature card transactions to fund a pre-paid product, a brokerage account, or escrow account. Identified as E-Commerce transactions processed in a secure environment. Card is not present. Full Address Verification Service (zip code and full address) required. E-Commerce requires additional data fields such as the merchant order number, valid E-Commerce indicator, and the Customer Service phone number, URL, or email address in authorization and settlement. Authorization and settlement amounts must match. Purchase date must be within 1 day of auth date. Maximum 2 days to deposit & settle.
Electronic (EIRF) Credit and Signature Electronic Electronic (EIRF) Debit Electronic (EIRF) Prepaid	2.30% 1.75% 1.80%	$0.10 $0.20 $0.20	Key-Entered due to unreadable magnetic stripe and did not meet CPS/Retail Key-Entered requirements. Authorized. Mail or phone order and did not meet CPS/Card Not Present requirements. Did not meet other CPS market specific requirements. For Passenger Transport (3000-3299, 4112, 4511): last 13 positions of merchant name must contain either description of ancillary purchase or ticket number, ancillary data must be present (ancillary service category 1, ancillary ticket document number, issued in connection with ticket number, and passenger name). Authorization is Referral. Voice-Authorized transaction. Transaction date is 3 days old. Bill payment transactions must include bill payment indicators. Signature or Infinite card transactions, CPS qualified at Travel Services Merchants including, Airlines (3000-3299, 4511), Passenger Railway (4112), Cruise Lines (4411), Lodging (3501-3999, 7011), Car Rental (3351-3441, 7512), Travel Agencies (4722), Restaurants (5812), and Fast Food (5814). Cap of $0.95 on consumer debit and prepaid transactions and cap of $1.10 on consumer credit transactions at Service Stations (5541) and Automated Fuel Dispensers (5542). Maximum 3 days to deposit & settle.
Debit Tax Payment	0.65%	$0.15	Consumer Debit and Prepaid cards that meet the existing requirements for CPS/Card Not Present, CPS/E-Commerce Basic, or CPS/E-Commerce Preferred. Eligible Merchants: Tax Payments (9311). Requires registration with Visa and MVV must be present. Purchase date must be within 1 day of auth date. Merchant can charge a convenience fee up to $3.95, which must be submitted as a separate transaction. Cap of $2.00 on consumer debit and prepaid transactions. Maximum 2 days to deposit & settle.
Debt Repayment	0.65%	$0.15	Consumer Debit and Prepaid cards that meet existing requirements for CPS/Card Not Present, CPS/E-Commerce Basic, or CPS/E-Commerce Preferred. Debt repayment indicator and Bill Payment indicators must be present. Eligible transactions are payments on consumer auto loans, consumer credit cards, residential mortgages, and student loans. Eligible Merchants: Financial Institutions - Merchandise and Services (6012) and Non-Financial Institutions - Foreign Currency, Money Orders - Not Wire Transfer, Stored Value Card Load, and Travelers Checks (6051). Cap of $2.00 on consumer debit and prepaid transactions. Requires registration and MVV must be present. Maximum 2 days to deposit & settle.
Signature Preferred Electronic Infinite (High Net Worth) Electronic	2.40% 2.40%	$0.10 $0.10	Signature Preferred and Infinite (High Net Worth) cards that meet existing requirements for EIRF. CPS-qualified, Signature Preferred and Infinite (High Net Worth) transactions at Travel Services merchants (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Infinite (High Net Worth) cards must meet that annual cardholder spend qualification threshold set by Visa. Maximum 2 days to deposit & settle.
Signature Preferred Retail Infinite (High Net Worth) Retail	2.10% 2.10%	$0.10 $0.10	Signature Preferred and Infinite (High Net Worth) cards that meet existing requirements for CPS/Retail, CPS/Supermarket, CPS/Retail Key Entry, or CPS/Small Ticket at non Travel Services (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512) merchants. Infinite (High Net Worth) cards must meet that annual cardholder spend qualification threshold set by Visa. Charitable & Social Service Organizations (8398) and Utilities (4900) not eligible for this program. Maximum 2 days to deposit & settle.
Signature Preferred Card Not Present Infinite (High Net Worth) Card Not Present	2.40% 2.40%	$0.10 $0.10	Signature Preferred and Infinite (High Net Worth) cards that meet existing requirements for CPS/Card Not Present, CPS/E-Commerce Basic, CPS/E-Commerce Preferred, CPS/Account Funding at non Travel Services (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512) merchants. Infinite (High Net Worth) cards must meet that annual cardholder spend qualification threshold set by Visa. Charitable & Social Service Organizations (8398) and Utilities (4900) not eligible for this program. Maximum 2 days to deposit & settle.
Signature Pref Business to Business Infinite (High Net Worth) Business to Business	2.10% 2.10%	$0.10 $0.10	Signature Preferred and Infinite (High Net Worth) cards that meet existing requirements for any CPS program. Infinite (High Net Worth) cards must meet that annual cardholder spend qualification threshold set by Visa. Eligible Merchants: Business-to-Business MCCs 0780, 1799, 2741, 2791, 2842, 4214, 5021, 5039, 5044, 5046, 5047, 5051, 5065, 5074, 5085, 5099, 5131, 5137, 5139, 5169, 5192, 5193, 5198, 5199, 6300, 7311, 7333, 7349, 7361, 7372, 7375, 7379, 7392, 7399, 7829, 8734, 8931, 8999. Maximum 2 days to deposit & settle.
Signature Preferred Fuel Infinite (High Net Worth) Fuel	1.15% 1.15%	$0.25 $0.25	Signature Preferred and Infinite (High Net Worth) cards that meet existing requirements for CPS/Service Station, CPS/Automated Fuel Dispenser, and CPS/Small Ticket. Infinite (High Net Worth) cards must meet that annual cardholder spend qualification threshold set by Visa. Eligible Merchants: Service Stations (5541) or Automated Fuel Dispensers (5542). Purchase date must be within 1 day of auth date. Cap of $1.10 per transaction. Maximum 2 days to deposit & settle.
Signature Preferred Standard Infinite (High Net Worth) Standard	2.95% 2.95%	$0.10 $0.10	Signature Preferred and Infinite (High Net Worth) cards. Infinite (High Net Worth) cards must meet that annual cardholder spend qualification threshold set by Visa. Transaction date is more than 2 days old. Not CPS qualified, Authorization required. Cap of $1.10 on transactions at Service Stations (5541) and Automated Fuel Dispensers (5542). Maximum 30 days to deposit & settle.
Standard Credit and Signature Standard Standard Debit Standard Prepaid	2.70% 1.90% 1.90%	$0.10 $0.25 $0.25	Transaction date is more than three (3) days old. Authorization required. Signature or Infinite cards NOT CPS qualified at a Travel Services Merchant, including Airlines (3000-3299, 4511), Passenger Railway (4112), Cruise Lines (4411), Lodging (3501-3999, 7011), Car Rental (3351-3441, 7512), Travel Agencies (4722), Restaurants (5812), and Fast Food (5814). High-risk telemarketing transactions (5962, 5966, 5967). Non-secure E-Commerce transactions. Maximum 30 days to deposit & settle.
Commercial			
Business Card Present Debit Commercial Retail Prepaid	1.70% 2.15%	$0.10 $0.10	Business Debit cards and Business, Signature Business, Business Enhanced, Corporate, and Purchasing Prepaid cards that meet existing requirements for CPS/Retail, CPS/Retail Key Entry, CPS/Small Ticket, CPS/Supermarket, CPS/Restaurant, CPS/Service Station, CPS/Automated Fuel Dispenser, CPS/Hotel & Car Rental Card Present, or CPS/Passenger Transport Card Present. Quasi-Cash (6050, 6051) are eligible for this program. Maximum 2 days to deposit & settle.
Business Card Not Present Debit Commercial Card Not Present Prepaid	2.45% 2.65%	$0.10 $0.10	Business Debit cards and Business, Signature Business, Business Enhanced, Corporate, and Purchasing Prepaid cards that meet existing requirements for CPS/Card Not Present, CPS/E-Commerce Basic, CPS/E-Commerce Preferred, CPS/Hotel & Car Rental Card Not Present, CPS/Passenger Transport Card Not Present, or CPS/Account Funding. Business Debit and Prepaid transactions at Utilities (4900) merchants can continue to qualify for the Utilities program. Maximum 2 days to deposit & settle.

INTERCHANGE RATE SCHEDULE

(Effective April, 2015)

Program Rate Category	Rates: Fee Per Sales $	Rates: Per Item	Transaction Qualification Information
.arge Ticket			
)SA Purchasing Card Large Ticket	1.20%	$39.00	GSA Purchasing cards that meet existing requirements for CPS/Retail, CPS/Key Entry, CPS/Service Station, CPS/Card Not Present, CPS/E-Commerce Basic, or CPS/E-Commerce Preferred. Level 2 (sales tax and customer code) and Level 3 (Summary Record - Discount Amount, Freight / Shipping Amount, Duty Amount and Account Number and Line Item Detail Record - Item Sequence Number, Item Commodity Code, Item Descriptor, Product Code, Quantity, Unit of Measure, Unit Cost, Discount per Line Item, Line Item Total, and Line Item Detail Indicator) data is required. Not applicable to Travel Services (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, and 7512). Authorization required. Maximum 2 days to deposit & settle.
:ommercial Product Large Ticket	1.45%	$35.00	Non-GSA Purchasing and Corporate cards that meet existing requirements for CPS/Retail, CPS/Supermarket, CPS/Key Entry, CPS/Service Station, CPS/Card Not Present, CPS/E-Commerce Basic, or CPS/E-Commerce Preferred and non-GSA Purchasing prepaid cards that meet existing requirements for CPS/Card Not Present, CPS/E-Commerce Basic, or CPS/E-Commerce Preferred. Level 2 (sales tax and customer code) and Level 3 (Summary Record - Discount Amount, Freight / Shipping Amount, Duty Amount and Account Number and Line Item Detail Record - Item Sequence Number, Item Commodity Code, Item Descriptor, Product Code, Quantity, Unit of Measure, Unit Cost, Discount per Line Item, Line Item Total, and Line Item Detail Indicator) data is required. Non-Travel Services transactions (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Authorization required. Maximum 8 days to deposit & settle.
'urchasing Card Large Ticket 'repaid	1.45%	$35.00	
.arge Purchase Advantage 1	0.70%	$49.50	Visa Large Purchase Advantage (VLPA) cards, including both GSA Purchasing and non-GSA Purchasing cards, that meet existing requirements for CPS/Card Not Present, CPS/E-Commerce Basic, or CPS/E-Commerce Preferred for non Travel Services merchants (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Transaction amount must be greater than $10,000 (Rate 1 > $10,000 and ≤ $25,000; Rate 2 > $25,000 and ≤ $100,000; Rate 3 > $100,000 and ≤ $500,000; Rate 4 > $500,000). Maximum 8 days to deposit & settle.
.arge Purchase Advantage 2	0.60%	$52.50	
.arge Purchase Advantage 3	0.50%	$55.50	
.arge Purchase Advantage 4	0.40%	$58.50	
nterregional			
nterregional Standard	2.05%	$0.00	Consumer cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Authorization required. Maximum 30 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
nterregional Electronic	1.55%	$0.00	Consumer cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Card Present / Magnetic Stripe Read / Contactless / Chip Read / Signature Obtained / Authorized. Maximum 3 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
nterregional Regulated Debit	0.50%	$0.22	Regulated Consumer Debit and Prepaid, Business Debit, and Commercial Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. U.S. Territory issued cards at a U.S. merchant location or U.S. issued cards at a U.S. Territory location. U.S. Territories include American Samoa, Guam, Northern Mariana Islands, and U.S. Minor Outlying Islands in the AP region and Puerto Rico and U.S. Virgin Islands in the LAC region. Authorization required. Maximum 30 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
nterregional Business	2.45%	$0.00	Business, Signature Business, Platinum Business, Infinite Business, Corporate, and Purchasing cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Maximum 30 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
nterregional Corporate	2.45%	$0.00	
nterregional Purchasing	2.45%	$0.00	
nterregional Consumer Premium	2.25%	$0.00	Platinum cards issued in the LAC, Asia Pacific, CEMEA, and Europe regions, Traditional Rewards cards issued in the CEMEA region, Infinite cards issued in Canada, and Select cards issued in the Europe region at a U.S. merchant location and Signature cards issued in the U.S. region at a non-U.S. or U.S. Territory merchant location. Maximum 30 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
nterregional Consumer Super 'remium	2.42%	$0.00	Infinite and Signature cards issued in the Asia Pacific, CEMEA, Europe, and LAC regions; Infinite Privilege Consumer cards issued in Canada at a U.S. merchant location; Signature Preferred cards issued in the U.S. region at a non-U.S. merchant location; Ultra High Net Worth cards issued in the Asia Pacific and CEMEA regions; Infinite (High Net Worth) cards issued in the U.S. region at a non-U.S. merchant location. Maximum 30 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
nterregional E-Commerce Merchant	1.89%	$0.00	Consumer cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Authorized within 7 days of purchase (shipping) date. Authorized amount must match clearing amount. Transactions must be Card Not Present, Key-Entered, E-Commerce transactions. Requires Verified by Visa. Transactions must be channel encrypted and include the E-Commerce Indicator, and utilize 3-D Secure Verification Service processing requirements. Rate includes the Visa International Acquirer Fee.
nterregional Secure E-Commerce	1.89%	$0.00	Consumer cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Authorized within 7 days of purchase (shipping) date. Authorized amount must match clearing amount. Transactions must be Card Not Present, Key-Entered, E-Commerce transactions. Requires Verified by Visa. Transactions must be channel encrypted and include the E-Commerce Indicator, and utilize 3-D Secure Verification Service processing requirements. Rate includes the Visa International Acquirer Fee.
nterregional Issuer Chip	1.65%	$0.00	Consumer cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Card Present / Magnetic Stripe Read (not Chip Read) / Signature Obtained / Authorized. Card issuer must be chip qualified. Maximum 3 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
nterregional Airline	1.55%	$0.00	Consumer cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Authorization required. Eligible Merchants: Airline merchants (3000-3299 or 4511). Maximum 15 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
Visa Assessments - Credit	0.13%	$0.00	Fee assessed on the gross dollar amount of all Visa transactions.
Visa Assessments - Debit & Prepaid	0.11%	$0.00	
Authorization System Misuse Fee	0.00%	$0.045	Fee assessed on all Visa authorized transactions which are not followed by a matching Visa clearing transaction (or not reversed in the case of a cancelled transaction). Billed on a one month lag.
Zero Floor Limit Fee	0.00%	$0.10	Fee assessed on all Visa clearing transactions that are not authorized. Billed on a one month lag.
Debit Transaction Integrity Fee	0.00%	$0.10	Fee charged on each signature debit transaction (including Visa Consumer and Business debit cards and Visa Consumer and Commercial Prepaid cards) that does not meet the qualification criteria defined under the Visa U.S. Custom Payment Service (CPS) program.

INTERCHANGE RATE SCHEDULE

(Effective April, 2015)

This Interchange Rate Schedule contains a summary of the primary qualification criteria established by Visa®, MasterCard®, and Discover® Network (sometimes referred to as Discover) for most interchange programs - it is not all inclusive. In the event of any ambiguity or conflict, the interchange requirements established by the Card Organizations (sometimes referred to as associations) will determine the interchange programs at which your transactions qualify. For a complete list, call the number on your merchant statement. Please note that Discover Network fees apply only to Discover transactions acquired by Bank of America Merchant Services. For more information regarding your Rates and fees, please call Customer Service.

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
MASTERCARD			
Merit III	1.58%	$0.10	Consumer, Enhanced, World, and World Elite cards. Face to Face / Magnetic Stripe Read / Contactless / Chip Read / Signature Obtained / Electronically Authorized. Eligible merchants include Retail and Restaurants (5812). Airline (3000-3299, 4511) and Passenger Railways (4112) transactions require general ticket information and trip leg data. Authorization and settlement amounts can differ up to 10% (up to 25% for Beauty and Barber Shops - 7230 for transactions up to $25). Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), Airlines (3000-3299, 4511), Passenger Railways (4112), and Limousines & Taxis (4121). Key-entered transactions, Service Stations (5541), Automated Fuel Dispenser (5542), Utilities (4900), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Cruise Lines (4411), Insurance (6300), and Real Estate Agents & Managers (6513) are not eligible for this program. World and World Elite transactions at Airlines (3000-3299, 4511), Passenger Railways (4112), Restaurants (5812), Travel Agencies (4722) are not eligible for this program. Maximum 2 days to deposit & settle.
Merit III Enhanced	1.73%	$0.10	
World Merit III	1.77%	$0.10	
High Value Merit III	2.20%	$0.10	
World Elite Merit III	2.20%	$0.10	
Merit III Debit	1.05%	$0.15	
Regulated Debit	0.05%	$0.21	Regulated Consumer and Commercial Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. Issuer has NOT certified its fraud prevention procedures. Rate Indicator value identified by Issuers and Card Organizations of B (Base). Authorization required. Maximum 30 days to deposit & settle.
Regulated Debit with Fraud Adjustment	0.05%	$0.22	Regulated Consumer and Commercial Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. Issuer has certified its fraud prevention procedures. Rate Indicator value identified by Issuers and Card Organizations of 1 (Base plus Fraud Adjustment). Authorization required. Maximum 30 days to deposit & settle.
Key Entered	1.89%	$0.10	Consumer, Enhanced, World, and World Elite cards at a non-T&E Merchant. Face to Face / Signature Obtained / Electronically Authorized. World & World Elite transactions at Restaurants (5812) are not eligible for this program. Authorization and settlement amounts can differ up to 10%. Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814). T&E (3000-3999, 4112, 4411, 4511, 7011, 7512, 7513, 7519), Automated Fuel Dispenser (5542), Real Estate Agents & Managers (6513), Insurance (5960, 6300), Utilities (4900), Travel Agencies (4722), Telecommunications (4812, 4814), Cable / Satellite (4899), Barber & Beauty Shops (7230), and Mail / Telephone Order (5962, 5964, 5965, 5966, 5967, 5968, 5969) not eligible for this program. Maximum 2 days to deposit & settle.
Key Entered Enhanced	2.04%	$0.10	
World Key Entered	2.05%	$0.10	
High Value Key Entered	2.50%	$0.10	
World Elite Key Entered	2.50%	$0.10	
Key Entered Debit	1.60%	$0.15	
Key Entered Prepaid	1.76%	$0.20	
Merit I	1.89%	$0.10	Consumer, Enhanced, World, and World Elite cards. Magnetic swipe not required / Electronically Authorized / does not meet Key Entered or Lodging & Auto Rental requirements. E-Commerce, Mail or Phone order. Airlines (3000-3299, 4511) and Passenger Railways (4112) transactions require general ticket information. Authorization and settlement amounts can differ up to 10% (up to 25% for Beauty & Barber Shops - 7230 for transactions up to $25). Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), Lodging (3501-3999 or 7011), Vehicle Rental (3351-3500, 7512, 7513, 7519), Cruise Line / Steamship (4411), Limousines & Taxis (4121), non Face to Face transactions (mail order and phone order), and E-Commerce transactions if all E-Commerce indicators present. Utilities (4900), Insurance (5960, 6300), and Real Estate Agents & Managers (6513) not eligible for this program. World and World Elite transactions at Restaurants (5812), Airlines (3000-3299, 4511), Passenger Railways (4112), Lodging (3501-3999, 7011), Vehicle Rental (3351-3500, 7512, 7513, 7519), Cruise Lines / Steamships (4411), Travel Agencies (4722) not eligible for this program. Non Face to Face and E-Commerce transactions with all E-Commerce identifiers are exempt from timeliness edits. Maximum days to deposit & settle is 9 days for Airlines (3000-3299, 4511), 3 days for all other merchants.
Merit I Enhanced	2.04%	$0.10	
World Merit I	2.05%	$0.10	
High Value Merit I	2.50%	$0.10	
World Elite Merit I	2.50%	$0.10	
Merit I Debit	1.60%	$0.15	
Merit I Prepaid	1.76%	$0.20	
Small Ticket Debit	1.55%	$0.04	Consumer Debit cards. Transaction amount $15.00 or less / Magnetic Stripe Read / Contactless / Chip Read / Electronically Authorized. Eligible Merchants: Commuter Transport (4111), Limousines & Taxis (4121), Bus Lines (4131), Bridge & Road Fees / Tolls (4784), Variety Stores (5331), Convenience Stores (5499), Restaurants (5812), Fast Food (5814), News Dealers / Newsstands (5994), Laundry Services - Family & Commercial (7211), Dry Cleaners (7216), Quick Copy - Reproduction & Blueprinting Services (7338), Parking Lots and Garages (7523), Car Washes (7542), Motion Picture Theatres (7832), Videotape Rental Stores (7841), and Postal Services - Government (9402). Authorization and settlement amounts can differ up to 10%. Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), and Limousines & Taxis (4121). Maximum 2 days to deposit & settle.
Regulated Debit Small Ticket	0.05%	$0.21	Regulated Consumer and Commercial Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. Rate Indicator value identified by Issuers and Card Organizations of S (Regulated Small Ticket Base). Transaction amount $10.00 or less / Card Present / Electronically Authorized. Eligible Merchants: Fast Food Restaurants (5814) and Videotape Rental Stores (7841). Authorization and settlement amounts do not have to match. Maximum 2 days to deposit & settle.
Regulated Debit Small Ticket with Fraud Adjustment	0.05%	$0.22	
Restaurant Debit	1.19%	$0.10	Consumer Debit cards. Magnetic Stripe Read / Contactless / Chip Read / Electronically Authorized. Authorization and settlement amounts do not have to match. Eligible Merchants: Fast Food (5814) and Restaurants (5812). Transaction amount $60.00 or less for Restaurants (5812). Maximum 2 days to deposit & settle.
World Restaurant	1.73%	$0.10	World and World Elite cards. Magnetic Stripe Read / Contactless / Chip Read / Electronically Authorized / Transactions amount $60.00 or less. Authorization and settlement amounts do not have to match. Eligible Merchants: Restaurants (5812). Maximum 2 days to deposit & settle.
High Value Restaurant	2.20%	$0.10	
World Elite Restaurant	2.20%	$0.10	
Convenience Purchase	1.90%	$0.00	Consumer, Enhanced, World, and World Elite cards. Magnetic Stripe Read / Contactless / Chip Read / Electronically Authorized. Eligible Merchants: Fast Food (5814), Convenience Stores (5499), Movie Theaters (7832), Limousines and Taxis (4121), and Variety Stores (5331). Transaction amount $25.00 or less for Limousines and Taxis (4121). Authorization and settlement amounts can differ up to 10%. Authorization and settlement amounts do not have to match for Fast Food (5814) and Limousines & Taxis (4121). Service Stations (5541) and Automated Fuel Dispenser (5542) not eligible for this program. Maximum 2 days to deposit & settle.
Convenience Purchase Enhanced	1.90%	$0.00	
World Convenience Purchase	2.00%	$0.00	
High Value Convenience Purchase	2.00%	$0.00	
World Elite Convenience Purchase	2.00%	$0.00	

INTERCHANGE RATE SCHEDULE

(Effective April, 2015)

Program Rate Category	Rates: Fee Per Sales $	Rates: Per Item	Transaction Qualification Information
High Value T&E Large Ticket	2.00%	$0.00	High Value World and World Elite cards. Eligible Merchants: Airlines (3000-3299 or 4511), Automobile / Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999 or 7011), Cruise Line / Steamship (4411), Travel Agencies (4722), and Restaurants (5812). Magnetic Swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Transaction amount $2,500 or greater. Airline, Vehicle Rental, and Lodging transactions must be accompanied by a Passenger Transport, Vehicle Rental, or Lodging addendum record, respectively. Maximum of 3 days to deposit and settle.
World Elite T&E Large Ticket	2.00%	$0.00	
Petroleum CAT / AFD Debit	0.70%	$0.17	Consumer Debit cards. Transaction at Cardholder Activated Terminal or Automated Fuel Dispenser. Electronically Authorized. Magnetic Stripe Read / Contactless / Chip Read or completion authorization advice with the total amount spent by the cardholder is submitted within 60 minutes of the authorization for Automated Fuel Dispenser (5542) merchants. CAT level indicator of 1 or 2 must be present. Eligible Merchants: Automated Fuel Dispenser (5542). Cap of $0.95. Maximum 2 days to deposit & settle.
Petroleum Service Station Debit	0.70%	$0.17	Consumer Debit cards. Magnetic Stripe Read / Contactless / Chip Read / Electronically Authorized. Eligible Merchants: Service Station (5541). Cap of $0.95. Maximum 2 days to deposit & settle.
Petroleum	1.90%	$0.00	Consumer, Enhanced, World, and World Elite cards. Eligible Merchants: Service Stations (5541) and Automated Fuel Dispenser (5542). Electronically Authorize. Magnetic Stripe Read / Contactless / Chip Read or completion authorization advice with the total amount spent by the cardholder is submitted within 60 minutes of the authorization for Automated Fuel Dispenser (5542) merchants. Cap of $0.95. Maximum 2 days to deposit & settle.
Petroleum Enhanced	1.90%	$0.00	
World Petroleum	2.00%	$0.00	
High Value Petroleum	2.00%	$0.00	
World Elite Petroleum	2.00%	$0.00	
Passenger Transport	1.75%	$0.10	Consumer and Enhanced cards. Eligible Merchants: Airlines (3000-3299, 4511). Magnetic Swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Additional addendum data required, including Passenger Name, Ticket Number, Issuing Carrier and Itinerary Data in Settlement. Maximum 9 days to deposit & settle.
Passenger Transport Enhanced	1.90%	$0.10	
Passenger Transport Debit	1.60%	$0.15	
High Value Airline	2.30%	$0.10	High Value World and World Elite cards. Eligible Merchants: Airlines (3000-3299, 4511). Magnetic swipe not required / Authorized. Airlines / Passenger transport detail – General Ticket data (Passenger Name, Ticket Number, and Issuing Carrier), Trip Leg data (Travel date, Carrier Code, Service Class Code, City of origin / Airport code, City of destination / Airport code). Authorization and settlement amounts do not have to match. Maximum 3 days to deposit & settle.
World Elite Airline	2.30%	$0.10	
Full UCAF	1.78%	$0.10	Consumer, Enhanced, World, and World Elite cards and Online Checkout Service transactions. Magnetic swipe not required / Electronically Authorized. Merchant must support SecureCode software. Terminal type must indicate Electronic Commerce Transactions and merchant and issuer's participation in MasterCard UCAF. UCAF indicator of 2 must be present. Must have valid Security level indicator / Security Protocol and Cardholder Authentication in authorization. T&E merchants require addendum data. Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Cruise Lines (4411), Utilities (4900), and Automated Fuel Dispensers (5542) not eligible for this program. Debit transactions at Insurance (5960, 6300) and World and World Elite transactions at Airlines (3000-3299, 4511), Passenger Railways (4112), Restaurants (5812), and Travel Agencies (4722) not eligible for this program. E-Commerce transactions with all E-Commerce indicators are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Full UCAF Enhanced	1.93%	$0.10	
World Full UCAF	1.97%	$0.10	
High Value Full UCAF	2.40%	$0.10	
World Elite Full UCAF	2.40%	$0.10	
Full UCAF Debit	1.25%	$0.15	
Merchant UCAF	1.68%	$0.10	Consumer, Enhanced, World, and World Elite cards and Online Checkout Service transactions. Magnetic swipe not required / Electronically Authorized. Merchant must use SecureCode software. Terminal type must indicate Electronic Commerce Transactions and merchant's participation in MasterCard UCAF. UCAF indicator of 1 must be present. Must have valid Security level indicator / Security protocol and Cardholder Authentication in authorization. T&E merchants require addendum data. Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Cruise Lines (4411), Utilities (4900), and Automated Fuel Dispensers (5542) not eligible for this program. Debit transactions at Insurance (5960, 6300) and Real Estate Agents & Managers (6513) and World and World Elite transactions at Airlines (3000-3299, 4511), Passenger Railways (4112), Restaurants (5812), and Travel Agencies (4722) not eligible for this program. E-Commerce transactions with all E-Commerce indicators are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Merchant UCAF Enhanced	1.83%	$0.10	
World Merchant UCAF	1.87%	$0.10	
High Value Merchant UCAF	2.30%	$0.10	
World Elite Merchant UCAF	2.30%	$0.10	
Merchant UCAF Debit	1.15%	$0.15	
Service Industries	1.15%	$0.05	Consumer, Enhanced, World, and World Elite cards. Requires a recurring payment transaction. Cardholder must not be present and authorization request must have value of 4 in Point of Sale data. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amounts can differ up to 10%. Eligible Merchants: Phone Service (4814) and Cable TV / Satellite (4899). Maximum 2 days to deposit & settle.
Service Industries Enhanced	1.15%	$0.05	
World Service Industries	1.15%	$0.05	
High Value Service Industries	1.15%	$0.05	
World Elite Service Industries	1.15%	$0.05	
Services Industries Debit	1.15%	$0.05	
Utilities	0.00%	$0.65	Consumer, Enhanced, World, World Elite, Business, Business World, and Business World Elite cards. Registration not required. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amounts can differ up to 10%. Eligible merchant: Utilities (4900). Transactions on Business cards that participate in Small Business Spend Processing will qualify for programs based on annual cardholder spend (reviewed quarterly by MasterCard): Business - spend < $25,000; Business Level 2 (formally known as Business Enhanced Value) - spend≥ $25,000 and < $50,000, Business Level 3 - spend ≥ $50,000 and < $100,000; Business Level 4 - spend ≥ $100,000. For cards that do not participate in Small Business Spend Processing, Business World transactions will qualify for the Business Level 2 program, and Business World Elite transactions will qualify for the Business Level 3 program. Cable, Satellite, TV and Radio (4899) and Telecommunications (4812) merchants are not eligible for this program. Maximum 2 days to deposit & settle.
Utilities Enhanced	0.00%	$0.65	
Utilities World	0.00%	$0.65	
Utilities High Value	0.00%	$0.75	
Utilities World Elite	0.00%	$0.75	
Utilities Debit	0.00%	$0.45	
Utilities Prepaid	0.00%	$0.65	
Utilities Business	0.00%	$1.50	
Utilities Business Debit	0.00%	$1.50	
Utilities Business Level 2/World	0.00%	$1.50	
Utilities Bus Level 3/World Elite	0.00%	$1.50	
Utilities Business Level 4	0.00%	$1.50	
Utilities Business World	0.00%	$1.50	
Utilities Business World Elite	0.00%	$1.50	

INTERCHANGE RATE SCHEDULE

(Effective April, 2015)

Program Rate Category	Rates: Fee Per Sales $	Rates: Per Item	Transaction Qualification Information
Large Market Corp Large Ticket III	1.15%	$80.00	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Magnetic Stripe read required only for Fleet card transactions at fuel locations / Electronically Authorized. Transaction amount greater than $100,000. Provide Tax Amount, Customer Code (when provided by customer), Corporate line item transaction detail (Product Code, Item Description, Item Quantity, Item Unit of Measure, Extended Item Amount, Debit or Credit Indicator). Fleet card transactions (at fuel locations) for fuel and non-fuel purchases must provide transaction information addendum. ID Number, Driver Number, and Vehicle Number must match in authorization and clearing for Fleet card transactions. Lodging requires Lodging summary addendum data. Authorization and settlement amounts can differ up to 25%. Authorization and settlement amounts do not have to match for Cruise Lines (4411), Automated Fuel Dispensers (5542), Bars (5813), Fast Food (5814), Lodging (3501-3999 or 7011), and E-Commerce transactions with all E-Commerce indicators. Transactions on Business cards that participate in Small Business Spend Processing will qualify for programs based on annual cardholder spend (reviewed quarterly by MasterCard): Business - spend $25,000; Business Level 2 (formally known as Business Enhanced Value) - spend≥ $25,000 and $50,000; Business Level 3 - spend ≥ $50,000 and $100,000; Business Level 4 - spend ≥ $100,000. For cards that do not participate in Small Business Spend Processing, Business World transactions will qualify for the Business Level 2 program, and Business World Elite transactions will qualify for the Business Level 3 program. Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Passenger Railways (4112), and Restaurants (5812) merchants not eligible for this program. Business Level 2 through 4, Corporate, Purchasing, and Fleet card transactions at Lodging (3501-3999, 7011) merchants not eligible for this program. Non Face to Face and E-Commerce transactions with all E-Commerce indicators are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Lrg Mkt Corp World Lrg Tkt III	1.15%	$80.00	
Lrg Mkt Corp Wrld Elite Lrg Tkt III	1.15%	$80.00	
Business Large Ticket III	1.20%	$40.00	
Business Large Ticket III Lodging	2.30%	$0.10	
Business Debit Large Ticket III	1.25%	$40.00	
Bus Debit Large Ticket III Lodging	2.30%	$0.10	
Lrg Mkt Purchasing Large Ticket III	1.15%	$80.00	
Large Market Fleet Large Ticket III	1.15%	$80.00	
Bus Level 2/World Large Ticket III	1.36%	$40.00	
Bus Level 3/World Elite Lrg Tkt III	1.41%	$40.00	
Business Level 4 Large Ticket III	1.51%	$40.00	
Business World Large Ticket III	1.36%	$40.00	
Bus World Elite Large Ticket III	1.41%	$40.00	
Large Market Corp Face to Face	2.50%	$0.10	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Face to Face / Magnetic Stripe Read / Contactless / Chip Read / Signature Obtained / Electronically Authorized. Transactions at non-fuel locations must provide Tax Amount & Customer Code (when provided by customer). Tax Amount must be between 0.1% to 30% of the sales amount, except for Transportation - Suburban & Local Commuter Passenger (4111), Bus Lines (4131), Courier Services (4215), Marinas (4468), Bridge & Road Fees / Tolls (4784), Service Stations (5541), Convenience Stores (5499), Fuel Dealers (5983), Schools (8211), Colleges / Universities / Professional Schools (8220), Charitable Organizations (8398), Religious Organizations (8661), Court Costs / Alimony / Child Support (9211), Fines (9222), Tax Payments (9311), Government Services (9399), Postal Services - Government (9402), and UK Petrol Stations (9752). Authorization and settlement amounts can differ up to 10% (up to 25% for Barber & Beauty Shops - 7230). Authorization and settlement amounts do not have to match for Cruise Lines (4411), Limousines & Taxis (4121), Bars (5813), and Fast Food (5814). Transactions on Business cards that participate in Small Business Spend Processing will qualify for programs based on annual cardholder spend (reviewed quarterly by MasterCard): Business - spend $25,000 Business Level 2 (formally known as Business Enhanced Value) - spend≥ $25,000 and $50,000; Business Level 3 - spend ≥ $50,000 and $100,000; Business Level 4 - spend ≥ $100,000. For cards that do not participate in Small Business Spend Processing, Business World transactions will qualify for the Business Level 2 program, and Business World Elite transactions will qualify for the Business Level 3 program. Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Passenger Railways (4112), Automated Fuel Dispenser (5542), Restaurants (5812), and Mail / Phone Order (5960, 5962, 5964-5969) merchants are not eligible for this program. MasterCard Corporate Fleet card at fuel locations are not eligible for this program. Non Face to Face and E-Commerce transactions with all E-Commerce indicators are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Lrg Mkt Corp World Face to Face	2.50%	$0.10	
Large Market Corp World Elite F2F	2.50%	$0.10	
Business Face to Face	2.00%	$0.10	
Business Debit Face to Face	2.20%	$0.10	
Large Market Purchasing F2F	2.50%	$0.10	
Large Market Fleet Face to Face	2.50%	$0.10	
Bus Level 2/World Face to Face	2.16%	$0.10	
Business Level 3/World Elite F2F	2.21%	$0.10	
Business Level 4 Face to Face	2.31%	$0.10	
Business World Face to Face	2.16%	$0.10	
Business World Elite Face to Face	2.21%	$0.10	
Lrg Mkt Corp Face to Face Petro	2.05%	$0.10	Corporate, Corporate World, Corporate World Elite, Business, Business World, Business World Elite, Purchasing, and Fleet cards. Face to Face / Magnetic Stripe Read / Contactless / Chip Read / Signature Obtained / Electronically Authorized. Transactions at non-fuel locations must provide Tax Amount & Customer Code (when provided by customer). Eligible Merchants: Marinas (4468), Service Stations (5541), Automated Fuel Dispenser (5542), Convenience Stores (5499), Fuel Dealers (5983), U.K. Petro (9752). Authorization and settlement amounts can differ up to 10%. Authorization and settlement amounts do not have to match for Automated Fuel Dispensers (5542). Non Face to Face and E-Commerce transactions with all E-Commerce indicators are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Lrg Mkt Corp World F2F Petroleum	2.05%	$0.10	
Lrg Mkt Corp World Elite F2F Petro	2.05%	$0.10	
Business Face to Face Petroleum	2.00%	$0.10	
Bus Debit Face to Face Petroleum	2.05%	$0.10	
Large Market Purchasing F2F Petro	2.05%	$0.10	
Bus Level 2/World F2F Petroleum	2.16%	$0.10	
Bus Level 3/World Elite F2F Petro	2.21%	$0.10	
Business Level 4 F2F Petroleum	2.31%	$0.10	
Large Market Corp Data Rate I	2.65%	$0.10	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite, and Electronic Payment Account cards. Magnetic Swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Corporate Fleet card (at fuel locations) for fuel and non-fuel purchases provide transaction information addendum. Transactions on Business cards that participate in Small Business Spend Processing will qualify for programs based on annual cardholder spend (reviewed quarterly by MasterCard): Business - spend $25,000; Business Level 2 (formally known as Business Enhanced Value) - spend≥ $25,000 and $50,000; Business Level 3 - spend ≥ $50,000 and $100,000; Business Level 4 - spend ≥ $100,000. For cards that do not participate in Small Business Spend Processing, Business World transactions will qualify for the Business Level 2 program, and Business World Elite transactions will qualify for the Business Level 3 program. Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Passenger Railways (4112), and Restaurants (5812) merchants are not eligible for this program. Maximum 3 days to deposit & settle.
Lrg Mkt Corp World Data Rate I	2.65%	$0.10	
Large Market Corp World Elite DR I	2.65%	$0.10	
Business Data Rate I	2.65%	$0.10	
Business Debit Data Rate I	2.65%	$0.10	
Business Level 2/World Data Rate I	2.81%	$0.10	
Bus Level 3/World Elite Data Rate I	2.86%	$0.10	
Business Level 4 Data Rate I	2.96%	$0.10	
Business World Data Rate I	2.81%	$0.10	
Business World Elite Data Rate I	2.86%	$0.10	

INTERCHANGE RATE SCHEDULE

(Effective April, 2015)

Program Rate Category	Rates: Fee Per Sales $	Rates: Per Item	Transaction Qualification Information
Large Market Corporate T&E II	2.55%	$0.10	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Magnetic Swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Eligible Merchants: Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), and Passenger Railways (4112). Airline & Passenger Railway require additional General Ticket, Trip Leg, or Rail data. Vehicle Rental require Rental Detail data. Lodging requires Lodging summary addendum data. Transactions on Business cards that participate in Small Business Spend Processing will qualify for programs based on annual cardholder spend (reviewed quarterly by MasterCard): Business - spend < $25,000; Business Level 2 (formally known as Business Enhanced Value) - spend ≥ $25,000 and < $50,000; Business Level 3 - spend ≥ $50,000 and < $100,000; Business Level 4 - spend ≥ $100,000. For cards that do not participate in Small Business Spend Processing, Business World transactions will qualify for the Business Level 2 program, and Business World Elite transactions will qualify for the Business Level 3 program. Maximum days to deposit & settle is 9 days for Airlines (3000-3299, 4511), 3 days for all other merchants
Large Market Corp World T&E II	2.55%	$0.10	
Lge Mkt Corp World Elite T&E II	2.55%	$0.10	
Business T&E II	2.35%	$0.10	
Business Debit T&E II	2.35%	$0.10	
Large Market Purchasing T&E II	2.55%	$0.10	
Large Market Fleet T&E II	2.55%	$0.10	
Business Level 2/World T&E II	2.51%	$0.10	
Bus Level 3/World Elite T&E II	2.56%	$0.10	
Business Level 4 T&E II	2.66%	$0.10	
Business World T&E II	2.51%	$0.10	
Business World Elite T&E II	2.56%	$0.10	
Large Market Corporate T&E III	2.50%	$0.10	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Magnetic Swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Eligible Merchants: Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), and Passenger Railways (4112). Airline & Passenger Railways require additional General Ticket, Trip Leg, or Rail data. Vehicle Rental require Rental Detail data. Lodging requires Lodging summary addendum data. Transactions on Business cards that participate in Small Business Spend Processing will qualify for programs based on annual cardholder spend (reviewed quarterly by MasterCard): Business - spend < $25,000; Business Level 2 (formally known as Business Enhanced Value) - spend ≥ $25,000 and < $50,000; Business Level 3 - spend ≥ $50,000 and < $100,000; Business Level 4 - spend ≥ $100,000. For cards that do not participate in Small Business Spend Processing, Business World transactions will qualify for the Business Level 2 program, and Business World Elite transactions will qualify for the Business Level 3 program. Maximum days to deposit & settle is 9 days for Airlines (3000-3299, 4511), 3 days for all other merchants.
Large Market Corp World T&E III	2.50%	$0.10	
Lrg Mkt Corp World Elite T&E III	2.50%	$0.10	
Business T&E III	2.30%	$0.10	
Business Debit T&E III	2.30%	$0.10	
Business Debit T&E III Airlines	2.30%	$0.10	
Large Market Purchasing T&E III	2.50%	$0.10	
Large Market Fleet T&E III	2.50%	$0.10	
Large Market T&E III Airlines	2.43%	$0.10	
Business Level 2/World T&E III	2.46%	$0.10	
Bus Level 3/World Elite T&E III	2.51%	$0.10	
Business Level 4 T&E III	2.61%	$0.10	
Business World T&E III	2.46%	$0.10	
Business World Elite T&E III	2.51%	$0.10	
Large Market Corporate Standard	2.95%	$0.10	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite, and Electronic Payment Account cards. Magnetic swipe not required / Authorization required. Transactions on Business cards that participate in Small Business Spend Processing will qualify for programs based on annual cardholder spend (reviewed quarterly by MasterCard): Business - spend < $25,000; Business Level 2 (formally known as Business Enhanced Value) - spend≥ $25,000 and < $50,000; Business Level 3 - spend ≥ $50,000 and < $100,000; Business Level 4 - spend ≥ $100,000. For cards that do not participate in Small Business Spend Processing, Business World transactions will qualify for the Business Level 2 program, and Business World Elite transactions will qualify for the Business Level 3 program. Maximum 30 days to deposit & settle.
Large Market Corp World Standard	2.95%	$0.10	
Lrg Mkt Corp World Elite Standard	2.95%	$0.10	
Business Standard	2.95%	$0.10	
Business Debit Standard	2.95%	$0.10	
Business Level 2/World Standard	3.11%	$0.10	
Bus Level 3/World Elite Standard	3.16%	$0.10	
Business Level 4 Standard	3.26%	$0.10	
Business World Standard	3.11%	$0.10	
Business World Elite Standard	3.16%	$0.10	
Interregional Electronic	1.95%	$0.00	Consumer cards issued in any region, Premium (Platinum and Titanium cards issued in the Asia Pacific, SAMEA, and LAC regions, Platinum cards issued in Europe, World Elite cards issued in Canada, Prepaid Platinum Travel cards issued in the LAC region, and World cards issued in the U.S.), and Super Premium (World and Black cards issued in the Asia Pacific, Europe, LAC, and SAMEA regions, World Black Edition and World Debit Embossed cards issued in Europe, and World Elite cards issued in the U.S., Asia Pacific, and SAMEA regions) where the country code of the merchant differs from the country code of the cardholder. Face to Face / Magnetic Stripe Read / Contactless / Chip Read / Signature Obtained / Electronically Authorized. Key-Entered transactions not eligible for this program. For Consumer cards only, authorization and settlement amounts can differ up to 10% (up to 25% for Beauty and Barber Shops - 7230 for transactions up to $25). Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), Lodging (3501-3999 or 7011), Vehicle Rental (3351-3500, 7512, 7513, 7519), Airlines (3000-3299, 4511), Cruise Line / Steamship (4411), and Passenger Railways (4112). Authorization and settlement amounts do not have to match for Platinum, World, World Elite, and Black transactions for all merchants. Automated Fuel Dispenser (5542) and Mail / Telephone Order (5960, 5962, 5964, 5965, 5966, 5967, 5968, 5969) merchants not eligible for this program. Maximum 5 days to deposit & settle. Rate includes the MasterCard Acquirer Program Support Fee.
Interregional Premium Electronic	2.70%	$0.00	
Interregional Super Premium Electronic	2.83%	$0.00	
Interregional Standard	2.45%	$0.00	Consumer cards issued in any region, Premium (Platinum and Titanium cards issued in the Asia Pacific, SAMEA, and LAC regions, Platinum cards issued in Europe, World Elite cards issued in Canada, Prepaid Platinum Travel cards issued in the LAC region, and World cards issued in the U.S.), and Super Premium (World and Black cards issued in the Asia Pacific, Europe, LAC, and SAMEA regions, World Black Edition and World Debit Embossed cards issued in Europe, and World Elite cards issued in the U.S., Asia Pacific, and SAMEA regions) where the country code of the merchant differs from the country code of the cardholder. Transaction date more than 5 days old. Maximum 30 days to deposit & settle. Rate includes the MasterCard Acquirer Program Support Fee.
Interregional Premium Standard	2.70%	$0.00	
I/R Super Premium Standard	2.83%	$0.00	

INTERCHANGE RATE SCHEDULE

(Effective April, 2015)

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
Assessments (=$1,000)	0.01%	$0.00	Fee assessed on the gross dollar amount of MasterCard Consumer and Commercial credit transactions that are $1,000 or greater.
Account Status Inquiry Fee - Intraregional	0.00%	$0.025	Fee assessed on all Account Status Inquiry Service messages where the country code of the merchant is the same as the country code of the cardholder. Account Status Inquiry Service transactions must be submitted for $0 and are used to validate cardholder account numbers and other elements, such as CVC 2 and AVS, prior to obtaining an actual authorization.
Account Status Inquiry Fee - Interregional	0.00%	$0.03	Fee assessed on all Account Status Inquiry Service messages where the country code of the merchant is different from the country code of the cardholder. Account Status Inquiry Service transactions must be submitted for $0 and are used to validate cardholder account numbers and other elements, such as CVC 2 and AVS, prior to obtaining an actual authorization.
Card Validation Code 2 (CVC 2) Fee	0.00%	$0.0025	Fee assessed on all authorizations that include Card Validation Code 2 (CVC 2) validation. CVC 2 is an optional service from MasterCard that was implemented to help reduce the risk of fraud and is part of the screening tools used by merchants to ensure that the person placing the order has the card. Does not apply to Account Status Inquiry transactions.
Processing Integrity Fee	0.00%	$0.055	Fee assessed on all MasterCard authorized transactions which are not followed by a matching MasterCard clearing transaction (or not reversed in the case of a cancelled transaction). Automated Fuel Dispensers (5542) not subject to this fee. Rate includes additional $0.01 reporting cost from MasterCard for each transaction. Billed on a one month lag.
Digital Enablement Fee	0.01%	$0.000	Fee assessed on the gross dollar amount of all MasterCard Card Not Present transactions.
License Volume Fee	0.0050%	$0.00	Fee assessed on the gross dollar amount of all MasterCard transactions (credit and signature debit). Fee based on a good faith effort to recover and allocate among all customers MasterCard's annual fees for licensing and third party processing.

Visa® Fixed Acquirer Network Fee (FANF)
Effective April 1, 2015

Table 1 - Customer Present[1, 8, 10]			
		1a: High-Volume MCCs[2]	1b: All Other MCCs[3]
Tier	# of Locations (Per Taxpayer ID)	Price per Location[4] per Month	
1	1	$2.90	$2.00
2	2		
3	3		
4	4	$4.00	$2.90
5	5		
6	6 - 10		
7	11 - 20	$5.00	$4.00
8	21 - 50		
9	51 - 100	$8.00	$6.00
10	101 - 150	$12.00	$8.00
11	151 - 200	$18.00	$10.00
12	201 - 250	$25.00	$14.00
13	251 - 500	$35.00	$24.00
14	501 - 1,000	$45.00	$32.00
15	1,001 - 1,500	$55.00	$40.00
16	1,501 - 2,000	$65.00	$50.00
17	2,001 - 4,000	$75.00	$60.00
18	> 4,000	$85.00[6]	$65.00[6]
19	Monthly Gross Visa Sales Volume < $200 (any number of locations)	$0.00	$0.00
20	Monthly Gross Visa Sales Volume ≥ $200 and < $1,250 (any number of locations)	0.15% of monthly gross sales volume	0.15% of monthly gross sales volume

[6]Cap of 4,001 maximum billable locations

[10] Excludes Visa Straight Through Processing transactions identified with Market-Specific Data Indicator of "J" on the purchase transaction.

Table 2[7, 8, 10] - Customer Not Present[1], Unattended Terminals[9] and Fast Food Restaurants[5]		
Tier	Monthly Gross Visa Sales Volume	Fee per Taxpayer ID per Month
1	< $200.00	$0.00
2	$200.00 - $1,249.99	0.15% of monthly gross sales volume
3	$1,250.00 - $3,999.99	$7.00
4	$4,000.00 - $7,999.99	$9.00
5	$8,000.00 - $39,999.99	$15.00
6	$40,000.00 - $199,999.99	$45.00
7	$200,0000.00 - $799,999.99	$120.00
8	$800,000.00 - $1,999,999.99	$350.00
9	$2,000,000.00 - $3,999,999.99	$700.00
10	$4,000,000.00 - $7,999,999.99	$1,500.00
11	$8,000,000.00 - $19,999,999.99	$3,500.00
12	$20,000,000.00 - $39,999,999.99	$7,000.00
13	$40,000,000.00 - $79,999,999.99	$15,000.00
14	$80,000,000.00 - $399,999,999.99	$30,000.00
15	≥ $400,000,000	$40,000.00

[5]**Fast Food Restaurants & Vending Machines (MCC 5814):** ***Applies to merchants with ≥ 50% of Customer Present Sales Volume associated with MCC 5814.***

[1]**Customer Not Present volume includes transactions originating with an ECI/MOTO indicator of 1-9, and Customer Present volume includes transactions NOT originating with an ECI/MOTO indicator of 1-9.**

[7]**Table 2 fees are allocated and billed to each individual outlet or merchant account number based on a weighted average of the Customer Not Present volume each outlet represents within the taxpayer ID.**

[8]**Service fees processed as a separate transaction (both Customer Present and Customer Not Present volume) by Visa Government and Education Payment Program providers are billed Table 2 fees only.**

[9]**Transactions at Unattended Terminals in all MCCs, except for Automated Fuel Dispensers (MCC 5542), are subject to Table 2 fees only. Unattended terminal transactions must have a Base II Acceptance Terminal Indicator of 3 or SMS Terminal Type of 3.**

[2]High-Volume MCCs: Applies to merchants for which ≥ 50% of monthly Customer Present Sales Volume is associated with High-Volume MCCs			
3000-3299. 4511	Airlines	5532	Automotive Tire Stores
3300-3499, 7512	Auto Rental	5541	Service Stations (With or Without Ancillary Services)
3500-3999, 7011	Lodging	5542	Automated Fuel Dispensers
4411	Steamship / Cruise Lines	5651	Family Clothing Stores
4829	Wire Transfer Money Order	5655	Sports / Riding Apparel Stores
5200	Home Supply Warehouse Stores	5712	Furniture / Equipment Stores
5300	Wholesale Clubs	5732	Electronic Stores
5309	Duty Free Stores	5912	Drugstores and Pharmacies
5310	Discount Stores	5943	Stationery Stores
5311	Department Stores	7012	Timeshares
5411	Grocery Stores and Supermarkets	7832	Motion Picture Theatres
5511	Car and Truck Dealers - New & Used		

[3]**All Other MCCs:**
Applies to merchants where < 50% of Monthly Customer Present Sales Volume is associated with High Volume MCCs.

[4]**Locations:**
The number of locations associated with each Taxpayer ID as of the last day of the month in question. A location is an individual outlet or merchant account number as referenced in our agreement with you for merchant services. The fee will be charged for each location that processes at least one Visa purchase transaction during the month.

PROPOSAL SUBMITTAL REQUIREMENTS

CREDIT CARD PROCESSING SERVICES

CONTRACT NO. 000900

PROPOSAL DUE DATE: FEBRUARY 13, 2013

EXPRESSWAY
AUTHORITY

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

PROPOSAL SUBMITTAL REQUIREMENTS
FOR
CREDIT CARD PROCESSING SERVICES

CONTRACT NO. 000900

DECEMBER 2012

Members of the Board

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R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Tanya J. Wilder, Member

Executive Director

Max Crumit, P.E.

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ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
NOTICE OF REQUEST FOR PROPOSALS FOR
CREDIT CARD PROCESSING SERVICES
CONTRACT NO. 000900

The Orlando-Orange County Expressway Authority (Authority) requires the services of a qualified firm to provide credit card processing. Consideration will be given to only those respondents who are qualified to perform the work as determined by the Authority. Proposal documents are available for download at the Authority's web site located at www.oocea.com/DoingBusinessWithUs/Procurement/ProcurementAccountLoginProcurementRegistrati.aspx. Proposer registration is required to access and download documents. Instructions for registration are provided on the website.

DESCRIPTION OF SERVICES: The Scope of Services describes in detail the services required by the Authority for the required services.

QUALIFICATION REQUIREMENTS: As a minimum, the Proposer shall be licensed to do business in the State of Florida, have a national presence and scope of operations, and have at least one client for which the Proposer processes at least two million transactions and $100 million per year. Additional requirements and experience are detailed in the proposal documents.

The Authority will evaluate and determine the relative ability of each firm to perform the required services based upon the information provided by the firm in response to the RFP.

NON-SOLICITATION PROVISION: From the first date of publication of this Notice, no person may contact any Authority Member, Officer, Employee, or any selection committee member, with respect to this Notice or the services to be provided, except as related to the submittal requirements detailed in the RFP. Reference is made to the lobbying guidelines of the Authority for further information regarding this Non-Solicitation Provision.

SUBMITTAL DUE DATE: Submittals will be received by the Authority until 1:30 p.m. Orlando local time, on February 13 2013. Submittals delivered or received after that time and date will be disqualified.

CODE OF ETHICS: All contractors selected to work with the Authority are required to comply with the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.oocea.com.

EQUAL OPPORTUNITY STATEMENT: The Orlando-Orange County Expressway Authority, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color, sex, national origin, age, religion and disability. The Authority hereby notifies all firms and individuals that it requires and encourages equal employment opportunity for minority and women as employees in the workforce.

MINORITY/WOMEN/DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION: The Orlando-Orange County Expressway Authority hereby notifies all firms and individuals that it encourages affirmative efforts be made to solicit participation of local minority and women business enterprises on contracts awarded by the Authority.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Claude Miller
Director of Procurement

PROPOSAL SUBMITTAL REQUIREMENTS
FOR
CREDIT CARD PROCESSING SERVICES
CONTRACT NO. 000900

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PROPOSAL SUBMITTAL REQUIREMENTS
CREDIT CARD PROCESSING SERVICES
CONTRACT NO. 000900

1.0 REQUEST FOR PROPOSAL (RFP)

1.1 INVITATION

The Orlando-Orange County Expressway Authority (Authority) invites Technical and Fee Proposals from qualified firms interested in providing Credit Card Processing Services. Refer to Exhibit A, Scope of Services, for more detailed information.

The Authority hereby notifies all firms and individuals that it encourages affirmative efforts be made to solicit participation of local minority and women business enterprises on contracts awarded by the Authority.

1.2 BACKGROUND

The Authority is a body politic and corporate and an agency of the State of Florida established pursuant to Chapter 348, Part V, Florida Statutes, for the purpose of financing, planning, designing, constructing and operating a limited access expressway road system in Orange County, Florida.

The Authority currently operates and maintains approximately 105 centerline miles of limited access expressways in Orange County, which includes portions of S.R. 528 (Beachline Expressway), S.R. 408 (East-West Expressway), portions of S.R. 417 (Central Florida GreeneWay), portions of S.R. 429 (Daniel Webster Western Beltway), and S.R. 414 (John Land Apopka Expressway).

1.3 PROJECT IDENTIFICATION

The project is identified as Authority Contract No. 000900.

1.4 CONTRACTING AGENCY

The contracting agency is the Orlando-Orange County Expressway Authority referred to herein as the "Authority".

1.5 VERBAL INSTRUCTIONS AND ADDENDA

All questions relative to interpretation of the proposal documents or the procurement process shall be addressed in writing as indicated below. At the Authority's discretion, inquiries received within ten (10) days of the date set for the receipt of proposals may not be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addendum which, if issued, will be made available on the Authority's website for download by registered proposers no later than five (5) days before the date set for receipt of proposals. Oral answers will not be authoritative.

It will be the responsibility of the prospective proposer prior to submitting proposals to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge receipt of addenda on the Acknowledgement of Addendum form (page ***PSR-17***). All addenda will be posted on the Authority's web site at www.oocea.com/DoingBusinessWithUs/Procurement/ProcurementAccountLogineProcurementRegistrati.aspx Questions may be submitted via e-mail at RFP000900R@oocea.com. The Authority prefers questions be sent via e-mail; however, they can be faxed to the Manager of Procurement at the number indicated below. The RFP number must be referenced in the subject line. All requests or questions should be clearly marked and must be received no later than 4:00 p.m., Orlando local time, on February 3, 2013.

Orlando-Orange County Expressway Authority
Procurement Department Attn: Robert Johnson, Manager of Procurement
4974 ORL Tower Road, Orlando FL 32807
407-690-5372 Office, 407-690-5032 Fax
RFP000900R@oocea.com E-mail

No negotiations, decisions, or actions shall be initiated or executed by a Proposer as a result of any verbal discussions with an employee of the Authority. Only those communications, which are in writing from the Authority, may be considered as a duly authorized expression on behalf of the Authority. The Authority will recognize only written communications from Proposers which are signed by persons who are authorized to contractually bind the Proposers, as duly authorized expressions on behalf of the Proposers.

The Authority will make available to all Proposers in receipt of the Request for Proposal, the Authority's written responses to a Proposer's question(s) in the form of an addendum.

Although the RFP documents may have been made available to interested parties through various subscription services that may have posted the documents on the internet, prospective proposers may only rely on RFP documents obtained directly from the Authority through the registration process described in the Notice of Request for Proposals. Questions and proposals will only be accepted from registered proposers.

1.6 AUTHORIZATIONS AND LICENSES

Proposers who are corporations must be authorized to do business in the State of Florida. Such authorization and licenses should be obtained by the Proposal due date and time. Proposers must be licensed in the State of Florida.

1.7 QUALIFICATIONS FOR SERVICES

1.7.1 GENERAL

The Authority will determine whether the Proposer is qualified to provide the services being contracted based on the Proposer demonstrating in its proposal satisfactory experience and

capability in the work area.

1.7.2 QUALIFICATIONS OF PERSONNEL

Those individuals who will be directly involved in the project must have demonstrated specific and substantial experience in the areas detailed in the Scope of Services.

1.8 RESERVATIONS AND RESPONSIVENESS OF PROPOSALS

1.8.1 RESERVATIONS

The Authority reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the Authority's official file on this matter without obligation on behalf of the Authority. The contents of the proposals are subject to the Florida Public Records Act.

1.8.2 RESPONSIVENESS OF PROPOSALS

All proposals shall be in writing. A responsive proposal is one which conforms in all material respects to the requirements contained herein. Proposals may be rejected if found to be irregular or not in conformance with these requirements and instructions. A proposal may be found to be irregular or non-responsive by reasons including, but not limited to, failure to use or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper or undated signatures.

Other conditions which may cause rejection of proposals include: evidence of collusion among Proposers; lack of experience or expertise to perform the required work; failure to perform or meet financial obligations on previous contracts; an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Parties Excluded from Federal Procurement and Non-Procurement Programs.

Proposals will be disqualified if delivered or received after the date and time specified as the due date for submission. Disqualified Proposers will be notified in writing. Although these proposals will not be considered for evaluation they will be kept on file as disqualified.

1.8.3 MULTIPLE PROPOSALS

Proposals may be rejected if more than one proposal is received from an individual, firm, partnership, corporation, or combination thereof, (furnished as the prime Proposer) under the same or different names. Such duplicate interest may cause the rejection of all proposals in which such Proposer has participated.

1.8.4 WAIVERS

The Authority may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the Authority's interest and will not give a Proposer an advantage or benefit not enjoyed by other Proposers.

1.8.5 CONTRACTUAL OBLIGATIONS

Each individual, partnership, firm, or corporation that is part of the successful Proposer's team, either by joint venture or subcontract, will be subject to, and comply with, the contractual requirements.

1.9 COST INCURRED IN RESPONDING

Neither the Authority nor any other public agency shall be committed to pay any costs incurred by an individual, firm, partnership, or corporation in the submission of a proposal.

1.10 EQUAL OPPORTUNITY STATEMENT

The Orlando-Orange County Expressway Authority, in accordance with the Provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., the Florida Civil Rights Act of 1992, as amended, § 760.10 et seq., Fla. Stat. (1996), and other federal and state discrimination statutes, prohibits discrimination on the basis of race, color, sex, age, national origin, religion, and disability or handicap. The Authority requires and encourages equal employment opportunity for minority and women as employees in the work force.

1.11 CANCELLATION PRIVILEGES

The performance by the Authority of any of its obligations under this RFP and subsequent Contract will be subject to and contingent upon the availability of monies lawfully appropriated for such purposes. If the Authority deems at any time during the term of the Contract that monies lawfully applicable to the Contract are unavailable for the remainder of the Contract term, the Authority will notify the Contractor in writing, whereupon the obligations of the parties herein shall end within thirty (30) days upon giving of such notice and the Contract shall be considered canceled by mutual consent.

2.0 PROPOSAL SUBMISSION

2.1 GENERAL

By submitting a proposal, the Proposer represents that it understands and accepts the terms and conditions to be met and the character, quality, and scope of services to be provided. All proposals and associated forms shall be signed and dated in ink by a duly authorized representative for the

Proposer.

2.2 SUBMITTAL REQUIREMENTS

The original and six (6) copies of the Technical Proposal, and one (1) compact disk with an electronic version in pdf format with a resolution of 300 dots per inch (dpi), shall be submitted in a sealed envelope(s), identified as the Technical Proposal, and bearing on the outside the following:

Proposal For: CREDIT CARD PROCESSING SERVICES
Contract No.: 000900
Submitted To: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
Submitted By: PROPOSER'S NAME
PROPOSER'S ADDRESS
CITY, STATE, ZIP CODE
PROPOSER'S PHONE NUMBER
PROPOSER'S CONTACT NUMBER AND E-MAIL ADDRESS
DATE SUBMITTED

An electronic copy of the Fee Proposal is provided in Excel (*.xls) format. Refer to Exhibit B, Fee Proposal, for instructions regarding the completion and submittal of the Fee Proposal.

The contents of the Technical Proposals and Fee Proposals will not be disclosed to the public until after the evaluation and final selection, at which time, under the Florida Public Records Act and the Florida Sunshine laws, materials submitted by a Proposer and the results of the Authority's evaluation will be available for public inspection, excluding unopened proposals. Proposers should take note of this as it relates to any proprietary information that might be included in the proposal package. The Authority assumes no liability for disclosure or use of data submitted in response to this RFP for any purpose and may consider that the proposal was not submitted in confidence and, therefore, can be released under the Florida Sunshine laws and the Freedom of Information Act (5 U.S.C. 522).

2.3 TIME AND PLACE OF SUBMITTAL

The original and the required number of copies of the Technical Proposal and Fee Proposal shall be submitted to:

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807
Attn: Claude Miller
Director of Procurement

Proposals will be received until 1:30 p.m., Orlando local time, on February 13, 2013. Proposals delivered or received after that time and date will be marked as disqualified and will be set aside unopened until after the selection process is complete. Once the selection process has been completed these will be filed as rejected proposals because of a late submittal.

2.4 MODIFICATIONS, RE-SUBMITTAL AND WITHDRAWAL

Proposers may modify previously submitted proposals at any time prior to the proposal due date. Requests for modification of a submitted proposal shall be in writing and shall be signed in the same manner as the proposal. Upon receipt and acceptance of such a request, the entire proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time.

2.5 PROPOSAL REVIEW PROCESS

An Evaluation Committee, hereinafter referred to as the Committee, will be established by the Authority to review and evaluate each Technical Proposal. The Committee will be comprised of at least four persons with background, experience, and/or professional credentials in the service area.

Each member of the Committee will receive a copy of each Technical Proposal and will base his/her evaluation of each proposal on the same criteria in order to assure that value is uniformly established. The Committee will evaluate each Technical Proposal on its own merit without comparison to other proposals submitted. The Committee will assign rating factors based upon the evaluation criteria identified herein.

3.0 PROPOSAL FORMAT

3.1 TECHNICAL PROPOSALS

Proposals shall address each of the sections described below and how the Proposer intends to achieve the desired performance levels. The required information shall be clear, concise and understandable.

No cost information or prices shall be included in the Technical Proposal. Inclusion of cost information or prices in the Technical Proposal may be sufficient cause for rejection of the submittal. The Technical Proposal shall include the following sections:

1. Firm Qualifications

The Proposer shall have a national presence and scope of operations.

The Proposer shall demonstrate current compliance with all applicable Visa, MasterCard, American Express and Discover association rules, regulations policies and other relevant criteria governing the type of services required by this RFP. Documentation demonstrating compliance will not be counted against the page limitation detailed below.

The Proposer shall demonstrate current compliance with all applicable National Automated Clearing House Association (NACHA) association rules, regulations policies and other relevant criteria governing the type of services required by this RFP. Documentation demonstrating compliance will not be counted against the page limitation detailed below.

The Proposer shall confirm that it processes at least $500 million in revenue annually and 10 million credit card transactions with at least one client for whom the Proposer processes at least $100 million in revenue annually and 2 million transactions.

Evidence of authority to conduct business in the State of Florida shall be provided. Such evidence will not be counted against the page limitation detailed below.

The Proposer shall submit a current Statement on Standards for Attestation Engagements No.16 (SSAE 16) or approved equivalent. Failure to submit the completed statement may result in rejection of the Proposal as non-responsive. The SSAE, or approved equivalent, shall present an "unqualified opinion" indicating that:

1. The Proposer's description of its organizational controls is presented fairly;
2. Such controls are designed effectively;
3. Such controls are placed in operation as of a specified date; and
4. Such controls are operating effectively over a specified period of time.

Though an "unqualified opinion" where the above items have been accomplished is highly desirable, in the case of a "qualified opinion," the Authority reserves the right to evaluate the qualifications and at its sole discretion and either accept or disqualify the proposer. The completed statement will not be counted against the page limitation detailed below.

2. Firm Experience

The Proposer shall demonstrate adequacy of experience of its firm and staff in engagements of similar scope and requirements; proven ability of Proposer's staff to provide required services; time commitment of Proposer's staff to the project.

The Proposer shall submit a minimum of three (3) references for the most significant customer relationships performed in the last five years as a credit card processor to entities that are similar to the Authority. Indicate the scope of work, date, engagement partners, and the name and telephone number of the principal contact.

3. Organization

The Proposer shall provide information on the size of the firm's total staff, the number and classification of the professional staff to be employed for the services on a full-time basis, and the number and classification of the staff to be so employed on a part-time basis. The location of the office that will provide customer and technical support shall be given.

The Proposer shall provide details of its organization and lines of communication to demonstrate its effectiveness in running a responsive credit card processing organization that supports a 24 hours per day, seven (7) days a week business operation.

4. Staff Qualifications

The Proposer shall identify the principal supervisory and management staff, including managers, supervisors and specialists who will be assigned to the contract. Resumes for these individuals shall be submitted that show education, years of relevant management experience, experience with toll system operations, and other relevant experience.

5. Financial Qualifications

The Proposer shall submit information on its financial qualifications to demonstrate that the Proposer has the backing and financial strength to undertake and support a project of this size through the term of the Contract and any renewals. Failure to submit the required financial qualifications may be cause for rejection of the proposal as non-responsive. This material will not be counted as part of the page limitation shown below.

6. Response to Scope of Services

The Proposer shall demonstrate its understanding of the Scope of Services by responding to each of the following:

Batch Credit Card Processing – The Proposer shall confirm that it will comply with the requirements in the Scope of Services.

Point-of-Sale Processing – The Proposer shall describe its Point-of-Sale processing solution.

Real-Time Credit Card and ACH Payment Processing - Describe the real-time and/or batch processing procedure and the communication and encryption protocol used to exchange files including the following:

i. Connection speed expected from communications link.
ii. The method in which problems such as loss of communication or system errors are handled and resolved for real-time payments.
iii. The methods used for voiding and reversing transactions for real-time payments.
iv. The method in which problems such as partial transfers or systems errors are handled and resolved for batch payments.
v. The methods used for voiding all or part of the transactions on a particular batch.

PCI Data Security Standard Compliance - Provide a current PCI Certificate of Compliance.

Performance Metrics - Provide the following performance metrics for the system:

i. Average and maximum time required to process an entire Credit Card payment batch containing 1,000 records.
ii. Average and maximum time required to process an entire Credit Card payment batch containing 4,000 records.
iii. Average and maximum time required to process a real-time Credit Card payment.
iv. Average and maximum time required to process real-time ACH payment.
v. A guarantee of the time required to complete a batch process.

Normal Business Day – Confirm that the processing day shall be structured with the Authority's current business day which is midnight to midnight.

Compatibility & Interface with Legacy Systems – Confirm that an interface with the Authority's automatic payment authorization process will be provided.

Reporting - Submit samples of required reports and indicate how long data is stored for and how far back reports can be created for printing and download.

Automatic Reporting of Credit Card Expiration & Card Number Updates – Confirm that automatic updates for credit card expiration dates and replacement card numbers for credit cards on file will be made available at no additional cost to the Authority if desired.

Additional Transaction Capability – Proposer shall confirm that its solution will be easily modifiable to accept additional credit card types and debit cards and ACH check transaction via the Authority's retail locations in the event the Authority elects to upgrade its payment capability in the future.

Micro-Payment Transaction Capability – Proposer shall confirm that its solution shall be easily modifiable to handle micro-payment electronic transactions at Authority toll lane booths in the event that the Authority elects to upgrade its payment capability in the future.

Contractor Account Representative & After Hours Technical Support – Proposer shall confirm that it will provide an account representative to answer questions and handle account inquiries during the normal business hours of the Service Centers and that technical support for the automatic batch replenishment process and all other processes will be provided on a 24 hours per day, 7 days a week, 365 days per year basis at no additional cost to the Authority.

Advanced Notice of Contractor Downtime - Proposer shall confirm that it will notify the Authority of any scheduled downtime as soon as possible, but no less than 96 hours advanced notice is required and that in the event of unscheduled downtime, the Proposer will verbally notify Authority's IT staff of the service outage as soon as possible.

Secondary Back-Up Provisions for Normal On-Line Transaction Processing Operations - The Proposer shall confirm that its backup means to perform on-line transaction processing operations for both point-of-sale and automatic batch processing so that the Authority will be able to process transactions at all times; that point-of-sale batch processing and real-time processing shall remain functional even if a direct connection is unavailable; and that if special hardware is required in addition to what the Authority already has available to provide backup on-line processing and/or communications capabilities, the Proposer will provide maintenance and all supplies for that equipment at no cost to the Authority.

Maintenance of Credit Card Processing Operations & Disaster Recovery - The Proposer shall identify two (2) distinct processing locations (primary and back-up) with adequate capacity, capability, accessibility, availability and geographic separation to maintain processing operations in the event of unforeseen disaster that disables the Proposer's primary processing facility including, but not limited to, communications outages, etc. The Proposer shall provide an overview of its contingency plan to maintain operations under such conditions.

Optional Maintenance & Support for Legacy Verifone Equipment - The Proposer shall confirm that it will provide maintenance and support services for the Service Centers legacy inventory of Verifone terminals and receipt printers if requested by the Authority.

Optional Purchase of New Credit Card Processing Equipment and Associated Maintenance & Supplies - The Proposer shall confirm that it will furnish and deliver credit card terminals and receipt printers (latest industry standard) to the Service Centers and will provide complete specifications, including interface requirements, associated maintenance including parts and labor, and paper rolls and printer ribbons for the Verifone equipment at no additional cost for the duration of the Contract and all renewals.

Transition Plan - The Proposer shall submit a preliminary Implementation/Transition Plan which shall include a preliminary schedule (timeline) detailing the time frame for acceptance testing and deployment of a live system.

It is essential that the transition of services be accomplished in a manner that will not be disruptive to the system, operations, or the Authority's customers. The Authority has a current contract with Chase Paymentech to provide the required services. That contract expires on April 30, 2013. The successful Proposer shall cooperate with the current contractor in providing operations services during a turnover transition period that will end on that date. Likewise, the current contractor shall cooperate with a new contractor if such is the case.

For purposes of the Technical Proposal submittal, Proposer shall address, in no more than 5 pages, the transition process and identify key elements such as staffing, transferring of responsibilities and other milestones to ensure that the process is completed within 60 days after the Notice to Proceed has been issued to the successful Proposer or by August 1, 2013, whichever comes first.

This written discussion of the transition of services will not be scored and will not be counted as part of the page limitation shown below. However, failure to submit the document, or submitting a document that the Committee determines is non-responsive to the intent of this directive, may result in up to ten (10) points being subtracted from the Proposer's score for Response to Scope of Services.

The Plan will not be counted against the page limitation detailed below.

7. Solution Functionality and Features

The Proposer shall demonstrate the soundness and clarity of its approach (implementation solution) to the attainment of project objectives presented in the Scope of Services, making specific references to work encompassed, including a discussion of potential difficulties and probable effectiveness of the approach with respect to objectives.

The Proposer shall demonstrate its understanding of the project objectives and shall discuss the means by which these objectives will be attained.

Describe characteristics of the proposed system implementation solution in terms of performance, functionality, additional features, and physical attributes. Elaborate on any additional features provided that enhance and provide a well-rounded solution.

8. Quality Assurance/Quality Control Plan

The Proposer shall submit an overview and summary of its Quality Assurance/Quality Control Plan to address activities required by the Scope of Services. The Proposer shall define its quality control program, namely the policies followed to assure a complete, accurate and quality level of service as it relates to the required services. The Proposer shall provide its procedures and techniques for quality assurance, as well as a description of the quality control program in place for existing clients.

9. M/WBE Participation

Due to the specialized nature of the required services for this project and the limited subcontractor/supplier opportunities available, the Authority will not require a specific objective for M/WBE participation. However, proposers are strongly encouraged to identify and secure M/WBE participation through the purchase of goods and/or services ancillary to the scope of services.

10. Proposer's Agreement

Submit with the Technical Proposal the Agreement for which the Authority shall be asked to execute if successful. The Agreement will not be counted against the page limitation.

11. Required Attachments to Proposal

Submit with the Technical Proposal the completed Conflict/Non-Conflict of Interest Statement and

Litigation Statement form, the completed Drug-Free Workforce form, the completed Code of Ethics form, and, if applicable, the Acknowledgment of Addendum form.

3.2 PRESENTING THE TECHNICAL PROPOSAL

All items in the Technical Proposal shall be bound, punched and inserted in a three-ring binder or in some other manner organized such that portions will not become detached or lost. Tab dividers at the beginning of each section shall be provided. Duplication or quotation in detail from attached reference materials or marketing information is not necessary provided that a summary is included in the technical section and a clear and easy means to locate references to the information is provided. Font size for the Technical Proposal shall not be less than 10 point. The Proposal shall be limited to twenty (20) pages, single-sided, 8½" x 11" sheets, exclusive of those items specifically identified above and the following:

- Transmittal Letter
- Front and back cover and divider sections
- Required forms to be completed
- Key staff resumes
- References List

4.0 PROPOSAL SCORING

4.1 CRITERIA

Submittals shall demonstrate the firm's understanding of the required services. The submittal shall be sufficiently detailed to enable the Committee to ascertain that the firm understands the requirements and is able to furnish services of the scope and complexity specified. Discussion of the firm's past experience that is not germane to the specified services should not be included.

4.2 SCORING BY THE COMMITTEE

Scoring of the Technical Proposal will be based on the excellence of the response. The Technical Proposal can receive a maximum of ***300*** points. Technical Proposals will be scored before the Fee Proposals are opened. A Proposer must receive a combined minimum average score for all of the Committee members of ***250*** points in order to be shortlisted. Only the Fee Proposals of shortlisted firms will be opened.

Scoring of the submittals will be as follows:

Firm Qualifications	70
Firm Experience	25
Organization	15
Staff Qualifications	15
Financial Qualifications	10
Response to Scope of Services	130
Solution Implementation Functionality and Features	15
Quality Control/Quality Assurance Program	20
TOTAL	300

PRICE PROPOSAL

Criteria

1. Total Price

As stated previously, only the Price Proposals of shortlisted firms will be opened. To be considered responsive to the requirements for the Price Proposal, all required cost items not already identified in the Price Proposal shall be entered on the Price Proposal in the spaces provided and the summation of these cost items will represent the Proposal amount. Additionally, interchange rate sheets from each Proposer shall be included within the Price Proposal sealed envelope to verify interchange rates annotated on schedules one and two of the Price Proposal. Rates on the interchange rate sheets will prevail if different from Price Proposal.

The shortlisted Proposers will be put in ranked order based upon their Total Price. The lowest responsive and responsible Fee Proposal submitted will be ranked first and so on. Rankings will be submitted to the Authority Board for review and appropriate action.

5.0 AWARD OF THE CONTRACT

As indicated above, only the Price Proposals of the shortlisted firms will be opened. The Authority intends to award the Contract to the responsible and responsive Proposer whose proposal is determined to be the most advantageous to the Authority.

5.1 PROTEST PROCEDURE

Any person who is adversely affected by: (i) the requirements or scope of services contained in this RFP, (ii) a notice of an intended decision (including, but not limited to, a Notice of Award or Notice of Intent to Reject), or (iii) a decision (including, but not limited to a contract award), who desires to protest must comply with the proper procedures in the Orlando-Orange County Expressway Authority's Procedure for Resolution of Protests, Rule Chapter 3-1, which is available for review upon request at the Authority's Office, 4974 ORL Tower Road, Orlando, Florida. Failure to comply with Rule Chapter 3-1 shall constitute a waiver of any right to initiate protest proceedings. A protest bond in the amount of $5,000.00, or 1% of the lowest Fee Proposal submitted, whichever is greater, will be required to protest a Notice of Award, a Notice of Intent to Reject, or the Authority Board's selection determination.

5.2 CONTRACT EXECUTION

Following the protest period, the Authority and the successful Proposer will enter into a Contract establishing the obligations of both parties. The successful Proposer shall execute the Contract within 14 calendar days and return it to the Authority along with proof of insurance as required in the Contract.

6.0 PUBLIC ENTITY CRIME INFORMATION STATEMENT

The following provisions of Section 287.133 (2)(a), Florida Statues, are applicable to this project:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

7.0 CONFLICT/NON-CONFLICT OF INTEREST STATEMENT AND LITIGATION STATEMENT

The Proposer shall complete and submit with the Technical Proposal the Conflict/Non-Conflict of Interest Statement and Litigation Statement form included at the end of this section. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

8.0 DRUG-FREE WORKPLACE POLICY

The Proposer shall have a Drug Free Workplace Policy. A copy of the Drug-Free Workplace Form included at the end of this section shall be completed and submitted with the Technical Proposal. Failure to submit the completed form may result in rejection of the Proposal as non-responsive.

9.0 CODE OF ETHICS

All firms selected to work with the Authority are required to comply with the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.oocea.com.

10.0 EXHIBITS

Attached exhibits are:

A. Scope of Services
B. Method of Compensation
C. Fee Proposal

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ACKNOWLEDGMENT OF ADDENDUM
CREDIT CARD PROCESSING SERVICES
CONTRACT NO. 000900

I (we) hereby acknowledge receipt of the following Addenda issued during the proposal period for the project:

Addendum No. _____ Dated _____Proposer Initial_____
Addendum No. _____ Dated _____Proposer Initial_____
Addendum No. _____ Dated _____Proposer Initial_____
Addendum No. _____ Dated _____Proposer Initial_____
Addendum No. _____ Dated _____Proposer Initial_____

(Note: If addenda are issued, failure by the Proposer to submit this form with the Technical Proposal may be cause for rejection of the proposal as non-responsive.)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CREDIT CARD PROCESSING SERVICES
CONTRACT NO. 000900

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics and, to the extent applicable to the undersigned, agrees to abide with such policy.

_____
Company Name

By:_____

Title:_____

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

[ ] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

[ ] The undersigned firm has had no litigation or any projects in the last five (5) years.

OR

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM

The undersigned, in accordance with Florida Statue 287.087 herby certifies that

_____ does:
Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

_____
Proposer's Signature

_____
Date

Exhibit A

SCOPE OF SERVICES

CREDIT CARD PROCESSING SERVICES

1.0 GENERAL

This Scope of Services contains work tasks necessary to provide the services required to meet the Authority's needs. It should be considered as a general guide and not necessarily a complete list of all work and materials necessary to complete the services.

As a minimum, the services to be provided by the Contractor include:

- Point-of-sale processing (POS) of credit card transactions (MasterCard, VISA, American Express and Discover) for the E-PASS service centers located in Orlando, Florida.
- Periodic batch processing for automatic account replenishments on the Authority's host computer which runs on an OpenVMS platform.
- Real-time payment processing of credit card and ACH transactions.
- Processing of credit card and ACH transactions through the Authority's web site

The Authority reserves the right to delete American Express and/or Discover credit card processing from if an alternative business arrangement is clearly in the best interest of the Authority.

The Contractor shall submit a current Statement on Standards for Attestation Engagements No.16 (SSAE 16), or approved equivalent, each year during the term of the contract and any renewals.

2.0 BACKGROUND

The Authority's host system runs on an OpenVMS platform. A description of the current host and service center operating environments is provided below.

Automatic replenishments are processed approximately every 2 (two) hours per day, 7 days per week, 365 days per year. Each automatic replenishment is to be settled separately. A description of the functionality of the automatic replenishment process is provided below.

E-PASS and O-PASS are the DBA names of the electronic toll collection solution managed by OOCEA. O-PASS is no longer recognized publicly but is differentiated

(merchant number) for accounting purposes. E-PASS and O-PASS transactions are processed using different merchant ID's.

The E-PASS Service Centers support account enrollment and maintenance for private and commercial customers. As of July 2012, there are over 290,000 E-PASS accounts. The Service Centers process approximately 218,006 credit card transactions per month. Of these, 68% (148,045) are processed through automatic replenishment and 32% (69,961) are processed manually and via the Authority's website. In addition the Authority's website also handles approximately 4,100 ACH transactions per month.

Facilities include two (2) full E-PASS Service Centers located in Orlando just east and west of downtown, and a call center in the Authority's Headquarters Building just east of downtown Orlando.

The hours of operation are as follows:

E-PASS Call Center

- Open Monday – Friday - 8:00 a.m. to 5:00 p.m.

E-PASS Service Centers

- Open Monday – Friday - 8:00 a.m. to 6:00 p.m. and
- Open Saturday - 9:00 a.m. to 1:00 p.m.

All locations are closed Sundays and holidays (New Year's Day, Marin Luther King's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day).

3.0 CONTRACTOR'S RESPONSIBILITIES

The services to be provided by the Contractor consist of furnishing all labor, materials, supplies, support assistance, equipment, equipment maintenance and incidentals necessary to provide batched and point of sale processing of credit card and ACH transactions generated by the Authority's E-PASS operations. MasterCard, Visa, American Express and Discover credit cards are accepted by the Authority.

3.1 BATCH CREDIT CARD PROCESSING

The Contractor shall process (POS/Verifone) batch files of credit card transactions generated daily at the Service Centers.

The Contractor shall provide batch credit card processing with back up ability to process.

The Contractor shall provide the Authority with settlement of daily transactions on-line, including the deposit of funds in the Authority's account no later than two business days after transactions have been transmitted to the Contractor.

3.2 POINT-OF-SALE PROCESSING

The Contractor's point-of-sale processing solution shall be a system that runs on a standard computer and meet industry standards. The solution must be secure and provide automatic industry standard encryption of all data transmitted or received via the Internet. The Contractor shall provide the technical backup to support its encryption. Contractor shall furnish and deliver any special equipment such as card swipe equipment with receipt printers (if required) and provide all supplies for special equipment, including receipt paper and replacement printer cartridges. Such special equipment shall be industry standard.

3.3 REAL-TIME CREDIT CARD AND ACH PAYMENT PROCESSING

Real-time credit card customer payments are processed by the Authority through its Service Centers (in person), the Call Center (by phone) or online thru the Authority's E-PASS website. ACH payments are processed exclusively thru the E-PASS website.

The Contractor shall provide methods to process real-time credit card and ACH payments via a non-proprietary service using standardized XML over a secure (end to end encryption) standard network protocol. SOAP over HTTPS is preferred. It shall provide interfaces to process payments for card present and card not present payments with corresponding methods to void and reverse payments. Documentation providing the interface control details of these methods shall be made available to the Authority for evaluation.

The Contractor shall provide metrics regarding the maximum and minimum processing time expected for real-time payments since a fast response time is essential to provide a good customer service level for the Authority's clients.

3.4 PCI DATA SECURITY STANDARD COMPLIANCE

The Contractor shall maintain compliance with the latest PCI standard and all future PCI standards as they take effect and shall provide a current PCI Certificate of Compliance to the Authority.

The Contractor shall provide for end to end encryption through private, leased line communications between the Contractor and the Authority. The Contractor shall maintain primary and secondary communications links to the Authority for the purposes of redundancy.

The Contractor shall notify the Authority immediately if they experience a security breach of credit card information. The Contractor shall also notify the Authority

immediately of losing compliance status or becoming aware of non-compliance with PCI standards.

3.5 PERFORMANCE METRICS

The Contractor shall provide the following performance metrics for the system:

i. System Availability
ii. Average, maximum and minimum processing times expected for point-of sale transaction processing.
iii. Maximum and minimum number of records that can be processed in a single batch.
iv. Maximum number of merchants that can be processed via automatic replenishment.
v. A guarantee of the time required to complete a batch process.

3.6 NORMAL BUSINESS DAY

The Contractor's processing day shall be structured with the Authority's current business day which is midnight to midnight.

3.7 COMPATIBILITY & INTERFACE WITH LEGACY SYSTEMS

The Contractor shall provide an interface with the Authority's automatic payment authorization process as described herein.

3.8 REPORTING

The Contractor shall prepare, and have available online, reports and information that provide sufficient data to allow the Authority to compare totals submitted for settlement and deposited into the Authority's bank against totals attained from in-house reports to verify accurate settlement. The reports and information that are available shall include, but are not limited to, daily detailed transaction reports (that give the date and time of the transaction), daily batch summary reports, monthly summary reports and detailed chargeback and retrieval data. The ability to search online by partial credit card number and/or bank account number for ACH transactions is also required. All information shall be separated out by each unique merchant number. In addition to reporting by each individual merchant number there shall also be the ability to query reports and information by all E-PASS merchant numbers and all VES merchant numbers.

3.9 AUTOMATIC REPORTING OF CREDIT CARD EXPIRATION & CARD NUMBER UPDATES

The Contractor shall make available automatic updates for credit card expiration dates and replacement card numbers for credit cards on file if desired by the Authority at no

additional cost to the Authority. The Contractor shall provide the latest technology application for this purpose. The Contractor shall provide such updates no less frequently than once per month. In the event a Contractor does not offer the automatic update feature for certain card brands, the Authority will have the option to contract with, and submit transactions for processing directly to the non-participating credit card provider.

3.10 ADDITIONAL TRANSACTION CAPABILITY

In the event that the Authority elects to upgrade its payment capability in the future, the Contractor's solution shall be easily modifiable to accept additional credit card types and debit cards and ACH check transaction via the Authority's retail locations.

3.11 MICRO-PAYMENT TRANSACTION CAPABILITY

In the event that the Authority elects to upgrade its payment capability in the future, the Contractor's solution shall be easily modifiable to handle micro-payment electronic transactions at Authority toll lane booths.

3.12 CONTRACTOR ACCOUNT REPRESENTATIVE & AFTER HOURS TECHNICAL SUPPORT

The Contractor shall provide an account representative to answer questions and handle account inquiries during the normal business hours of the Service Centers. In addition, technical support for the automatic batch replenishment process and all other processes shall be provided on a 24 hours per day, 7 days a week, 365 days per year basis. Such support shall be provided at no additional cost to the Authority.

3.13 ADVANCED NOTICE OF CONTRACTOR DOWNTIME

The Contractor shall provide the Authority advance notice of any scheduled system downtime or of any changes in processing schedules. The Contractor shall notify the Authority of any scheduled downtime as soon as possible, but no less than 96 hours advanced notice is required. In the event of unscheduled downtime, the Contractor shall verbally notify Authority's IT staff of the service outage as soon as possible.

3.14 SECONDARY BACK-UP PROVISIONS FOR NORMAL ON-LINE TRANSACTION PROCESSING OPERATIONS

The Contractor shall provide a backup means to perform on-line transaction processing operations for both point-of-sale and automatic batch processing. At no time shall the Authority be unable to process transactions. Point-of-sale batch processing and real-time processing shall remain functional even if a direct connection is unavailable. If special hardware is required in addition to what the Authority already has available to provide backup on-line processing and/or communications capabilities, the Contractor shall provide maintenance and all supplies for that equipment at no cost to the Authority.

3.15 MAINTENANCE OF CREDIT CARD PROCESSING OPERATIONS & DISASTER RECOVERY

The Contractor shall provide two (2) distinct processing locations (primary and back-up) with adequate capacity, capability, accessibility, availability and geographic separation to maintain processing operations in the event of unforeseen disaster that disables Contractor's primary processing facility including, but not limited to, communications outages, etc. The Contractor shall also provide an overview of its contingency plan to maintain operations under such conditions.

3.16 OPTIONAL MAINTENANCE & SUPPORT FOR LEGACY VERIFONE EQUIPMENT

At the Authority's option and request, the Contractor shall provide maintenance and support services for the Service Centers legacy inventory of Verifone terminals and receipt printers.

3.17 OPTIONAL PURCHASE OF NEW CREDIT CARD PROCESSING EQUIPMENT AND ASSOCIATED MAINTENANCE & SUPPLIES

At the Authority's option and request, the Contractor shall furnish and deliver credit card terminals and receipt printers to the Service Centers of the Authority. Terminals shall be latest technology industry standard. The Contractor shall provide complete specifications, including interface requirements, for new equipment.

The Contractor shall provide associated maintenance for the new equipment including parts and labor at no additional cost for the duration of the Contract and all renewals.

The Contractor shall also provide paper rolls for the Verifone equipment and printer ribbons for the VeriFone printers, if required, at no additional cost.

4.0 CURRENT OPERATING ENVIRONMENT

4.1 HOST OPERATING ENVIRONMENT

Computer	HP Integrity rx6600
Operating System	Open VMS, Version 8.31H1
TCP/IP Protocol	TCP/IP Services for Open VMS

4.2 E-PASS SERVICE CENTERS AND CALL CENTER

Hardware	HP Desktop – Various Models
LAN O/S	Novell Netware
Operating System	Windows XP

4.3 INTERNET ACCESS

Current Connection MFN MetroEthernet to Internet
AT&T T1 to Current Processor – Private

4.4 E-PASS SERVICE CENTER LEGACY POINT-OF-SALE EQUIPMENT

Device	Description	Current On-Hand
Magnetic Credit Card Swipe Readers	ID TECH MINI MAG- IDMB-335133B	13
Receipt Printers	Model – Verifone Printer 250	8
	Model – Verifone printer 900	30
	Total Printers	38
Verifone Terminals	Model - Tranz 330 (12-15 yr. old)	24
	Model - Tranz 380 (12-15 yr. old)	14
	Model – OMNI 3750 (approx. 6 yr. old)	6
	Total Terminals	44

In the coming years, the Authority will be upgrading its Electronic Toll Collection system and modifications may be required to the system interface that might affect the manner in which information is transferred or received.

5.0 REPLENISHMENT PROCESS SPECIFICATIONS

Automatic Replenishment is provided for all qualified E-PASS and O-PASS customer accounts. Manual Replenishment through a Point-of-Sale terminal is provided for those accounts where the customer prefers to manually initiate replenishment by calling or visiting a Service Center.

The Authority currently groups the credit card transactions according to the respective sources, or "merchants," as listed below, and each is assigned a unique Merchant ID (MID) number assigned by the current Contractor (CC Processor).

Merchant Description	Merchant Name
E-PASS Batch Auto-Replenish	E-PASS 5305231
O-PASS Batch Auto-Replenish	O-PASS 5305233
E-PASS Web Transactions	E-PASS Web Site 5306211
E-PASS Service Center - VeriFone	E-PASS 5307629
E-PASS Service Center – VeriFone	E-PASS 5305234
E-PASS – TRIMS	E-PASS Terminal 5307629
OOCEA Web Site	VES Web Site 5307876
VES - TRIMS	VES Terminal 5307877
E-PASS ACH – Web Site	Orlando Orange Cty E ACH-FTI#316807
VES ACH – Web Site	Orlando Orange Cty VES ACH-FTI#316829

Automatic Replenishment is currently performed by the Payment Authorization (PAYAUTH) task that runs on the Authority's Host computer multiple times during a 24-hour period. Currently, automatic replenishment batches are processed every 2 hours, 7 days per week, and 365 days per year. It can also be run on demand if necessary. Batch scheduling and process control are driven from the Authority's OpenVMS Host and all files required for processing are generated from and returned to the Host.

Communication between the Authority's Host computer and the Contractor's computer system for processing batched and web site transactions are normally via a secure Frame-Relay connection. A backup shall be available as an alternate communication method. Verifone processing is via dial-up communication. All files exchanged shall be encrypted to industry standards.

The Authority's automatic replenishment process will create an input file of all the qualified E-PASS and O-PASS accounts. The input file is a fixed length flat file containing 512 byte records in binary format. The input file contains a listing of account numbers, agency codes, transaction ID numbers, credit card numbers and replenishment amounts.

The Authority's computer will connect to the Contractor's central system and establish communications. Once the communications are established the Authority's PAYAUTH process will send the Contractor the input file for settlement processing. The Authority's computer will then wait for the Contractor to process the submitted transactions.

As the input file is processed, the Contractor shall write to an output file indicating whether the credit card transactions were settled or declined.

The Contractor's output file(s) must contain all data elements transmitted to the Contractor in the input file along with settlement, error, or decline data. For records that are not approved for settlement, the reason for error or decline must be specified.

The Contractor shall transmit back to the Authority's system as part of the pre-authorization and settlement processes the output file. A Batch Close Summary Report shall be provided for each merchant for each batch, and also summarized totals for all transactions grouped by credit card institution.

6.0 SYSTEM INTERFACE TRANSITION PERIOD

The System Interface Transition Period for this contract will include the establishment of interfaces and communication lines with the Authority's systems. File formats for processing the credit card transactions will be shared. The Contractor shall fully cooperate and coordinate with the Authority's IT staff, the current contractor and others to ensure successful completion of this process.

The Authority will conduct an operational acceptance test which will include all relevant system components and processes including, but not limited to files being transferred back and forth and data reconciliation. Testing will also include the contractor's back up processing site. The acceptance testing will be run until the Authority staff is comfortable the system has demonstrated proper functionality across all component and processes.

The transition process including, but not limited to, installation of new equipment shall cause no system downtime or interruption of the Authority's normal processing operations including batch processing which occurs every 2 hours, 24 hours per day, 7 days per week. The Contractor will not be compensated during the transition period.

6.1 FINAL TRANSITION PLAN

Following the review and comments by the Authority, the Contractor shall submit a Final Implementation/Transition Plan before the start of any work to be performed. The Plan shall include a final schedule detailing the time frame for major events and project milestones.

6.2 TRAINING

Training shall be provided for not less than two of the Authority's designated support staff for on-going support of the system equipment and interfaces.

END OF SECTION

EXHIBIT B
METHOD OF COMPENSATION
CREDIT CARD PROCESSING SERVICES
CONTRACT NO. 000900

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

2.1 Compensation will be paid to the Contractor on the basis of the unit prices indicated in the Fee Proposal multiplied by the quantities delivered. The fees shall include all costs associated with performance of the contract including travel and out-of-pocket expenses. Payment for each item shall be accepted by the Contractor as full compensation for performing work contemplated by the Contract.

2.2 Compensation will be paid to the Contractor on the basis that all wholesale transactions are guaranteed and charged at the level of MasterCard and VISA qualification at exactly the same rates assessed by the card associations with no mark up or surcharging for downgrades. Dues and Assessments for each transaction shall also be "passed through" to the Authority on the same basis. Periodic Interchange, Dues and Assessment changes shall also be passed through at cost, upon thirty days advanced written notice from the Contractor.

2.3 Credit Card Interchange is refundable to the Authority on credits/returns which are calculated on volume net of credits. The Authority acknowledges that Dues and Assessments or Merchant Discount per Item rates are not refundable.

END OF SECTION

EXHIBIT C
PRICE PROPOSAL
CREDIT CARD PROCESSING SERVICES
CONTRACT NO. 000900

The Proposer shall complete the attached pages filling in the required information as follows.

The Proposer shall insert its name, address, telephone number and submittal date on page C-3.

The Proposer shall complete page C-4 as required by signing under the appropriate category.

An electronic copy of each of the Price Proposal Form (C-5 through C-9) is provided in Excel (*.xls) format. This is the only electronic format that is acceptable or that will be provided by the Authority.

The Proposer shall copy the electronic file for only the Price Proposal Form (C-5 through C-9) to be submitted to a compact disk (cd) and submit the cd, containing the Proposer's completed electronic Price Proposal Form, with the Price Proposal. Proposer shall also submit a hard copy printout, 8.5" x 11", portrait orientation, of the completed file for the selected Price Proposal Form.

Each page of the hard copy printout shall be initialed, where indicated, by the Proposer in ink. Failure to submit the cd and the hard copy printout may result in rejection of the Price Proposal as non-responsive to the Proposal requirements.

The Proposer shall provide as a supplement to its Fee Proposal Forms the Proposer's most current Qualification & Interchange Chart. The chart shall contain a detailed listing of the individual Interchange categories within each Interchange Pricing Tier as well as the primary Qualification descriptions and the associated rates for each individual interchange category.

Item Charge is defined as Unit Price.

The Total for each line item and the Total Proposal amount will be automatically calculated when the Proposer inserts the interchange rate (schedules 1 and 2) and item charge unit price for each item. The Proposer shall not make any changes (including but not limited to, changes in the Item No., Quantity, Unit or Item Description columns) in the electronic file unless specifically directed to do so by Addendum. Proposers are allowed to insert Item Description Names and item charges for applicable fees not included on Schedules 3 and 4 of the Price Proposal form only.

Discrepancies between the multiplication of units of work and item charges will be resolved in favor of the item charges. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. In case of a discrepancy between the electronic file and the initialed hard copy printout, the initialed hard copy printout will prevail. In case of a discrepancy between the interchange rate and item charge for Schedules 1 and 2 of the initialed hard copy printout and the submitted Qualification & Interchange Chart, the Qualification & Interchange Chart will prevail.

On page C-5 through C-9, the Proposer shall insert rates and individual item charges as provide below.

Estimated Quantities that are provided on the Price Proposal Form are estimated monthly quantities. Annual quantities are prorated into a monthly amount and one time fees or cost that would occur at the start of the contract are prorated over the 36 months of the initial term of the Contract. All quantities are provided for evaluation purposes only and are not to be construed as actual quantities to be purchased. Consider all "Card Not Present Activity".

Schedules 1 and 2 – The Proposer shall insert the applicable interchange rates and item charges for each line item as provided in the Proposer's most current Qualification & Interchange Chart.

Schedules 3 and 4 - The Proposer shall insert the applicable item charges for each line item. For other applicable fees not included on the Price Proposal the Proposer shall insert in the Description of the fee and the item charge for line items 104 through 113 on Schedule 3 and line 118 through 120 and 122 through 132 on Schedule 4. Quantities for fees not included on the Price Proposal are set and are not to be adjusted.

Any Proposal in which the Authority's Price Proposal form is not used, or any Proposal that includes a Price Proposal form that is electronically reproduced by other than the Authority, or is improperly executed, may be considered non-responsive and the Proposal will be subject to rejection.

No alternative proposals will be accepted and if submitted will be cause for rejection of the Price Proposal as non-responsive.

The Proposer expressly acknowledges and agrees that its submittal of a Price Proposal constitutes an irrevocable offer to contract with the Authority, creating an agreement upon the Authority's acceptance of the Price Proposal as meeting the requirements of the Proposal Submittal Requirements.

An original and five (5) copies of this Price Proposal, the cd, containing the Proposer's completed electronic Price Proposal Form, and the Proposer's Qualification & Interchange Chart shall be submitted in a sealed envelope, separate from the Technical Proposal. The envelope shall be identified as the Price Proposal and shall include the same information on the outside as shown for the Technical Proposal. Only one copy of the Price Proposal is required to have "original" signatures and unit prices. The "original" Price Proposal shall be so marked. The remaining copy of the Price Proposal can be exact photocopies of the "original".

Price Proposals of shortlisted firms will be opened after evaluation of the Technical Proposals has been completed.

PRICE PROPOSAL
CREDIT CARD PROCESSING SERVICES
CONTRACT NO. 000900

PRICE PROPOSAL OF

_____
(NAME)

_____
(ADDRESS) (TELEPHONE NUMBER)

Date Submitted _____

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Price Proposal as principals, and that this Price Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Scope of Services included in the RFP package. We have made a full examination of the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all labor, equipment, and materials, as specified in the Scope of Services. We will fully complete all necessary work in accordance with the Scope of Services, Contract and addenda, if any, and the requirements under them for the unit prices shown on the Price Proposal Sheet.

PRICE PROPOSAL
CREDIT CARD PROCESSING SERVICES
CONTRACT NO. 000900

I (We), the undersigned, hereby certify that I (we) have carefully examined this Price Proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless the Authority against any cost, damage, or expense which it may incur or be caused by any error in my (our) preparation of same.

CORPORATION:

_____
Principal (Proposer)

By: _____
President or Vice President

Witness: _____
Secretary or Assistant Secretary
(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

_____
Principal (Proposer)

Signature:_____
Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

_____
Principal (Proposer)

_____
Signature: (1) Co-Partner or General Partner

_____
Signature: (2) Co-Partner or General Partner

Witness: (1)_____

Witness: (1)_____

Witness: (2)_____

Witness: (2)_____

(If Partnership, list names and addresses of each partner on separate sheet and attach.)

Price Proposal Form

Orlando-Orange County Expressway Authority
Credit Card Processing Services

RFP No. 000900

Schedule 1 - MasterCard Sales Fees Summary (Monthly & Pass-Through Pricing)

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
1	Business Enhanced Data Rate 2	$33,874.64	264	0.00%	0.00	$ -
2	Business Enhanced Face-to-Face	$25.00	1	0.00%	0.00	$ -
3	Comm Data Rate 2-Bus World Elite	$6,370.05	41	0.00%	0.00	$ -
4	Comm Face-to-Face Bus World	$250.00	1	0.00%	0.00	$ -
5	Comm Data Rate2-Bus Card	$128,849.18	1,806	0.00%	0.00	$ -
6	Comm Data Rate 2-Bus World	$13,986.92	172	0.00%	0.00	$ -
7	Comm Data Rate 2-Fleet Card	$215,626.72	763	0.00%	0.00	$ -
8	Comm Data Rate 2-Purchasing Card	$128,863.77	328	0.00%	0.00	$ -
9	Comm Data Rate 2-Corp,Corp World,C	$9,067.43	115	0.00%	0.00	$ -
10	Comm Face-to-Face Bus Card	$1,645.09	16	0.00%	0.00	$ -
11	Comm Bus-Bus Card	$40.00	1	0.00%	0.00	$ -
12	Emerging Mkts Debit	$83,967.23	1,763	0.00%	0.00	$ -
13	Enhanced Public Sector	$205,705.93	4,011	0.00%	0.00	$ -
14	High Value Public Sector	$30,935.87	395	0.00%	0.00	$ -
15	Intl Electronic	$150.00	4	0.00%	0.00	$ -
16	Intl Std	$1,731.75	52	0.00%	0.00	$ -
17	Interreg Consumer Super Prem Electronic	$50.00	1	0.00%	0.00	$ -
18	Interreg Consumer Super Prem Std	$95.00	2	0.00%	0.00	$ -
19	Interreg Consumer Prem Std	$937.00	9	0.00%	0.00	$ -
20	Intrgl Regulated POS Debit	$232.24	9	0.00%	0.00	$ -
21	Merit I Debit	$3,157.51	92	0.00%	0.00	$ -
22	Merit III Debit	$1,466.55	53	0.00%	0.00	$ -
23	Public Sector	$254,683.96	5,340	0.00%	0.00	$ -
24	Regulated POS Debit	$3,758.00	89	0.00%	0.00	$ -
25	Regulated POS Debit w/Fraud Adj	$748,885.79	18,668	0.00%	0.00	$ -
26	Small Ticket Debit	$250.32	30	0.00%	0.00	$ -
27	Standard	$445.00	10	0.00%	0.00	$ -
28	Standard Debit	$80.00	2	0.00%	0.00	$ -
29	World Elite Public Sector	$68,007.43	1,102	0.00%	0.00	$ -
30	World US Public Sector	$332,724.73	6,654	0.00%	0.00	$ -
31	World US Standard	$80.00	2	0.00%	0.00	$ -
	Subtotal Part 1 - MasterCard Sales Fees (Pass-Through Pricing)					$ -

Firm Name: _____

Initial: _____

Schedule 2 - VISA Sales Fees Summary (Monthly & Pass-Through Pricing)

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
32	Bus Debit-CNP	$65,300.57	837	0.00%	0.00	$ -
33	Bus Debit-Card Present	$10,496.11	193	0.00%	0.00	$ -
34	Bus Enhanced-Non T&E L2	$183.66	4	0.00%	0.00	$ -
35	Business Card-CNP	$275,711.37	2,367	0.00%	0.00	$ -
36	Business Card-Retail	$7,452.54	134	0.00%	0.00	$ -
37	Business Card-Std	$600.00	3	0.00%	0.00	$ -
38	Business Card-Level 2	$129.89	3	0.00%	0.00	$ -
39	Business Enhanced-CNP	$209,182.53	2,161	0.00%	0.00	$ -
40	Business Enhanced-Retail	$7,233.09	124	0.00%	0.00	$ -
41	Corp Card-CNP	$115,587.87	666	0.00%	0.00	$ -
42	Corp Card-Retail	$485.11	18	0.00%	0.00	$ -
43	Corp Card-Std	$260.00	2	0.00%	0.00	$ -
44	Corp Card-Level 2	$846.17	9	0.00%	0.00	$ -
45	CPS-CNP	$431,537.00	8,341	0.00%	0.00	$ -
46	CPS-CNP-Debit	$514,841.10	16,373	0.00%	0.00	$ -
47	CPS E-Commerce Basic	$37,739.59	940	0.00%	0.00	$ -
48	CPS E-Commerce Basic Debit	$251,054.36	7,884	0.00%	0.00	$ -
49	CPS Retail Credit Card	$4,736.38	72	0.00%	0.00	$ -
50	CPS Retail Debit	$28,924.47	617	0.00%	0.00	$ -
51	CPS Retail Key Entry Debit	$97,399.31	2,834	0.00%	0.00	$ -
52	CPS Retail Key Entry	$16,994.29	535	0.00%	0.00	$ -
53	CPS Rewards 1	$6,947.64	114	0.00%	0.00	$ -
54	CPS Rewards 2	$993,694.02	19,975	0.00%	0.00	$ -
55	CPS Small Ticket	$177.00	22	0.00%	0.00	$ -
56	CPS Small Ticket Debit	$718.78	91	0.00%	0.00	$ -
57	CPS-CNP Prepaid	$1,945.00	43	0.00%	0.00	$ -
58	CPS E-Commerce Basic Prepaid	$12,185.35	488	0.00%	0.00	$ -
59	CPS Retail Key Entry Prepaid	$12,823.13	379	0.00%	0.00	$ -
60	CPS Retail Prepaid	$1,485.00	29	0.00%	0.00	$ -
61	CPS Small Ticket Debit & Prepaid Reg	$2,642.98	304	0.00%	0.00	$ -
62	CPS Small Ticket Prepaid	$104.00	12	0.00%	0.00	$ -
63	Debit & Prepaid Regulated	$2,550,244.57	59,202	0.00%	0.00	$ -
64	EIRF	$12,432.29	288	0.00%	0.00	$ -
65	EIRF Debit	$14,109.26	433	0.00%	0.00	$ -
66	EIRF Prepaid Fuel	$2,402.85	108	0.00%	0.00	$ -

Firm Name: _____

Initial: _____

Schedule 2 - VISA Sales Fees Summary (Monthly & Pass-Through Pricing)

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
67	Interreg Bus & Signature Bus Card	$80.00	2	0.00%	0.00	$ -
68	Interreg Super Prem Rate	$519.75	14	0.00%	0.00	$ -
69	Interreg Chip	$52.64	1	0.00%	0.00	$ -
70	Interreg Corp Card	$320.00	7	0.00%	0.00	$ -
71	Interreg Debit Regulated	$2,453.62	72	0.00%	0.00	$ -
72	Interreg Electronic	$55.00	3	0.00%	0.00	$ -
73	Interreg Prem Card	$592.75	14	0.00%	0.00	$ -
74	Interreg Purch & Distribution Card	$80.00	1	0.00%	0.00	$ -
75	Interreg Std	$2,631.00	70	0.00%	0.00	$ -
76	Non-CPS Debit & Prepaid Reg	$47,684.54	1,894	0.00%	0.00	$ -
77	Purchasing Card-CNP	$394,506.61	1,180	0.00%	0.00	$ -
78	Purchasing Card-Retail	$33,032.76	68	0.00%	0.00	$ -
79	Purchasing Card-Std	$40.00	1	0.00%	0.00	$ -
80	Purchasing Card-Level 2	$51.63	1	0.00%	0.00	$ -
81	Signature Business-CNP	$10,167.50	72	0.00%	0.00	$ -
82	Signature Business-Retail	$282.95	4	0.00%	0.00	$ -
83	Signature Preferred-CNP	$142,775.91	2,328	0.00%	0.00	$ -
84	Signature Preferred Retail	$2,577.13	103	0.00%	0.00	$ -
85	Signature Preferred Std	$8,191.00	30	0.00%	0.00	$ -
	Subtotal Part 2 - VISA Sales Fees (Pass-Through Pricing)					$ -

Schedule 3 - Authorization & Transaction Fees (Monthly Basis)

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
86	AMEX Internet Gateway (Estimated Transaction Volume x Item Charge = Total)	NA	28,011	NA	0	$ -
87	AMEX Internet Netconnect (Estimated Transaction Volume x Item Charge = Total)	NA	1,577	NA	0	$ -
88	DSCV Internet Gateway (Estimated Transaction Volume x Item Charge = Total)	NA	8,484	NA	0	$ -
89	DSCV Internet Netconnect (Estimated Transaction Volume x Item Charge = Total)	NA	526	NA	0	$ -
90	MC Auth Access Fees (Estimated Transaction Volume x Item Charge = Total)	NA	7,131	NA	0	$ -
91	MC CNP AVS Fees (Estimated Transaction Volume x Item Charge = Total)	NA	36,454	NA	0	$ -
92	MC Internet Gateway (Estimated Transaction Volume x Item Charge = Total)	NA	36,101	NA	0	$ -
93	MC Internet Netconnect (Estimated Transaction Volume x Item Charge = Total)	NA	7,573	NA	0	$ -
94	VISA Internet Gateway (Estimated Transaction Volume x Item Charge = Total)	NA	108,130	NA	0	$ -

Firm Name: _____

Initial: _____

Schedule 3 - Authorization & Transaction Fees (Monthly Basis)

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
95	VISA Internet Netconnect (Estimated Transaction Volume x Item Charge = Total)	NA	25,663	NA	0	$ -
96	eCheck Verification (Estimated Transaction Volume x Item Charge = Total)	NA	4,051	NA	0	$ -
97	eCheck Reject Fee (Estimated Transaction Volume x Item Charge = Total)	NA	127	NA	0	$ -
98	Gateway Transaction Fee (Estimated Transaction Volume x Item Charge = Total)	NA	4,056	NA	0	$ -
99	Returns ACH Fee (Estimated Transaction Volume x Item Charge = Total)	NA	102	NA	0	$ -
100	eCheck Notification of Change (Estimated Transaction Volume x Item Charge = Total)	NA	0	NA	0	$ -
101	Deposit Matching/Repair (Estimated Transaction Volume x Item Charge = Total)	NA	11	NA	0	$ -
102	eCheck Deposit (ACH) (Estimated Transaction Volume x Item Charge = Total)	NA	4056	NA	0	$ -
103	ACH Transfer Fee (Estimated Transaction Volume x Item Charge = Total)	NA	45	NA	0	$ -
	OTHER: Applicable Authorization or Transaction Fees (Monthly) NOTE: Please add below and indicate individual categories. Estimated Quantity shall be for bid evaluation purposes only.					
104		NA	50	NA	0	$ -
105		NA	50	NA	0	$ -
106		NA	50	NA	0	$ -
107		NA	50	NA	0	$ -
108		NA	50	NA	0	$ -
109		NA	50	NA	0	$ -
110		NA	50	NA	0	$ -
111		NA	50	NA	0	$ -
112		NA	50	NA	0	$ -
113		NA	50	NA	0	$
	Subtotal Part 3 - Authorization & Transaction Fees					$ -

Schedule 4 - Other Fees

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
114	VISA TRANSACTION INTEGRITY FEE (Estimated Transaction Volume x Item Charge = Total)	NA	22,3	NA	0	$ -
115	INTERNET SERVICE FEE (Estimated Transaction Volume x Item Charge = Total)	NA	4	NA	0	$ -
116	LEASED LINE (Estimated Transaction Volume x Item Charge = Total)	NA	1	NA	0	$ -
117	GATEWAY ONE-TIME SET-UP FEE (Per Merchant ID & amortized over 36 months) [# MIDs x (One-Time Set-up Fee/MID)/36 = Total]	NA	10	NA	0	$ -

Firm Name: _____

Initial: _____

Schedule 4 - Other Fees

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
	REPORTS (Provide Itemized Price List by Report Type Below)					
	Note: Please add below and indicate individual descriptions. Estimated Quantity shall be for Price Proposal evaluation purposes only. (Line Item 118 through 120).					
118		NA	1	NA		$ -
119		NA	1	NA		$ -
120		NA	1	NA		$ -
	ANNUAL FEE (If applicable convert fees to appropriate monthly amount by type below)					
	Note: Please add below and indicate individual descriptions. Estimated Quantity shall be for Price Proposal evaluation purposes only. Annual Fees are to be prorated by dividing by 12 and inserting amount in the item charge column (Line Item 122).					
121	Gateway Monthly Fee TD Level	NA	12	NA		$ -
122		NA	12	NA		$ -
	OTHER: Applicable Fees not listed above. Note: Please add below and indicate individual descriptions. Estimated Quantity shall be for Price Proposal evaluation purposes only. Annual Fees are to be prorated by dividing by 12 and inserting amount in the item charge column (Line Item 123 & 124). One time fees are to be prorated by dividing by 36 and inserting amount in the item charge column (line item 125 and 126). Monthly fees are inserted in the item charge column unchanged (Line Item 127 through 132).					
123		NA	12	NA		$ -
124		NA	12	NA		$ -
125		NA	36	NA		$ -
126		NA	36	NA		$ -
127		NA	50	NA		$ -
128		NA	50	NA		$ -
129		NA	50	NA		$ -
130		NA	50	NA		$ -
131		NA	50	NA		$ -
132		NA	50	NA		$ -
	Subtotal Part 4 - Other Fees					$ -
	Total Fees and Charges (Monthly)					$ -
	GRAND TOTAL (36 Month Initial Term)					$ -

Firm Name: _____

Initial: _____

Orlando-Orange County Expressway Authority
4974 ORL Tower Road, Orlando FL 32807
(407) 690-5000 Fax: (407) 690-5032

TO:	All Potential Bidders of Record
FROM	Claude Miller, Director of Procurement
DATE:	February 4, 2013
SUBJECT:	Credit Card Processing Services, RFP 000900, ADDENDUM NO. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated December 2012, as noted below. Acknowledge receipt of this Addendum in the space provided on the proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 6 pages.

RESPONSES TO QUESTIONS RECEIVED

1. The following questions were received from planholders of record. The Authority's response follows each question.

Q001: Is the Authority looking for a vendor to provide a Point of Sale solution and credit card processing services or a vendor that has the capability to integrate to the Authority's legacy point of sale solution?

R: The Authority is looking for a vendor to provide credit card and electronic check processing. The Authority has a full function IT department that has the capability to provide any needed integration if required.

Q002: Do you accept checks electronically? Are you interested in check conversion?

R: Yes, we currently accept checks electronically via our website and we would be interested in hearing more about electronic check conversion technology provided it does not add additional expense.

Q003: Do you have a need for Purchasing Card Level II and Level III?

R: Not at this time.

Q004: Please provide the company name, product name, and application version, including any service packs, of the Authority's current automatic payment authorization system.

R: The back office system that currently does payment processing is called TRIMS and is a one of a kind system developed by the Authority's IT staff.

Q005: What is the annual number of transactions and sales volume processed by Card Brand for each of the acceptance types, e.g., phone, face to face, Website, IVR, recurring?

R: This information can be obtained by using the pricing sheets as the amounts listed represent an average month of charges processed by the Authority. The volumes could be determined by multiplying these figures by twelve to account for an annual basis? The breakdown by each channel would be difficult to calculate but we could estimate that 80% of all charges would be recurring charges. 12% website, 6% phone and 2% face to face.

Q006: What is the annual number of transactions and sales volume processed by Card Brand for replenishments?

R: This information can be obtained by using the pricing sheets as the amounts listed represent an average month of charges processed by the Authority. The volumes could be determined by multiplying these figures by twelve to account for an annual basis?

Q007: Is the Authority storing card data today? If so, describe the security utilized.

R: The Authority currently stores card data for customers encrypted in its system. The Authority is currently a PCI compliant level II processor. Additional information regarding the security utilized may be as needed during contract negotiations or during the integration process with a successful vendor.

Q008: Is the Authority utilizing any Tokenization process today?

R: No, the Authority currently does not utilize tokenization at this time.

Q009: Is the Authority utilizing a card account updater file today? If so, how often is the file updated?

R: No, The Authority is currently not utilizing a card account updater at this time but we are interested in the process provided it does not add additional expense.

Q010: Is the Authority utilizing any third-party POS systems, payment interfaces, applications, middleware, software, or payment gateways today? If so, please identify each company name, product name, and version, including service packs, and how it is used in conjunction with each method of payment, e.g., acceptance face-to-face, phone, Web, IVR, recurring, etc.

R: The Authority's system was developed by in house IT staff but we do interface to ChasePaymentech via their SDK (software development kit).

Q011: In what payment processing capacity are the ID TECH MINI MAG-IDMB-335133B devices being used?

R: They are used to provide credit card swipe data to be input into our system for one- time payments.

Q012: PSR 11, Secondary Back-Up Provisions for Normal On-Line Transaction Processing Operations: What hardware that the Authority utilizes today is being referred to?

R: This question speaks to the Authority's desire to continue normal operations if the primary access to the processor is down. In the event certain equipment is needed the Authority would need to be made aware. Currently the Authority has redundant routers that have been provided by the processor.

Q013: How does the Authority intend to authorize Micro Payments? In real time or via a batch process?

R: If the Authority would utilize this functionality in the future it would be need in real time.

Q014: How does the Authority intend to handle a decline transaction on Micro Payments?

R: In the event we utilize micro payments we would request another form of payment from the customer.

Q015: How many total merchant numbers does the Authority utilize today? Specify for batch replenishment, Website, face-to face, and phone.

R: Depending on how you define merchant numbers the Authority would have 10 or 12. Currently the Authority has 10 merchant numbers related to channels of payments. These ten merchant numbers are then rolled up under two master merchant numbers.

Q016: How is the Authority's Frame Relay connection configured today and what is the current back up and DR communication?

R: The configuration could be discussed providing a successful bid. The current disaster recovery process is redundant frame connection with redundant dial up connections. The Authority's toll collections system and all major functionality are redundant.

Q017: Is it the Authority's intention to move from Frame Relay communication connectivity to Internet communication connectivity? If so will this communication method be utilized for all payment transactions?

R: No, but the Authority would be open to a discussion on communication connectivity once a successful bidder is identified.

Q018: Is the Authority accepting payment for Visa, MasterCard, Discover, and American Express Card Brands today?

R: Yes, those are the brands we currently accept.

Q019: What is the average number of transactions submitted in a batch replenishment file for authorization and what is the peak number of transactions submitted?

R: The average is under 500 transactions. The peak allowed is 999.

Q020: Are batch replenishment transactions captured for settlement at the time of authorization (host capture) or is a settlement file submitted at end of day?

R: Multiple batches are processed daily but settlement and transfer of funds is done at the end of the day.

Q021: Are batch replenishment transactions processed via the Chase Paymentech Salem platform?

R: Transactions are currently processed via Chase Paymentech Tampa platform with the Salem platform as the emergency backup site.

Q022: Are ACH transactions authorized today in real time?

R: No, they are not.

Q023: Who funds the Authority today for Discover transactions?

R: Discover funds those transactions

Q024: Who funds the Authority today for American Express transactions?

R: AMEX funds those transactions

Q025: How does the Authority intend to process after the conclusion of the contract with Chase Paymentech on April 30, 2013?

- **Is the intention to be live with a new provider by April 30, August 1, or within 60 days of issuing the notice to proceed?**
- **If you do not intend to be live with a new provider by April 30, do you intend to pursue a month-to-month contract with Chase Paymentech?**
- **When do you intend to issue the notice to proceed?**

R: Our intention is to execute a contract as soon as possible after completion of a successful RFP and in the event of a vendor unseating the incumbent vendor to begin processing on August 1, 2013.

Q026: Section 6, Response to Scope of Services, Reporting, page PSR-10 requests sample reports. These reports will take up a large number of the limited 20 page response. Can report samples be excluded from the 20 page limitation?

R: Yes

Q027: Does Exhibit A, Scope of Services, require a response?

R: No, the submitted Proposal shall address the scope through the Proposal Submittal Requirements.

Q028: If we include a Table of Contents, is this page counted in the 20-page limit?

R: No

END OF ADDENDUM NO. 1

Bank of America

Merchant Services

Price Proposal for Orlando-Orange County Expressway Authority

Authority Contract No. 000900

2/13/2013

Submitted By

Peter O'Rourke
VP, Strategic Account Executive
561.328.8291
Peter.ORourke@bankofamericamerchant.com
Bank of America Merchant Services

PRICE PROPOSAL
CREDIT CARD PROCESSING SERVICES
CONTRACT NO. 000900

PRICE PROPOSAL OF

Bank of America Merchant Services, LLC
(NAME)

5565 Glenridge Connector, Atlanta GA 30342 404.890.2000
(ADDRESS) (TELEPHONE NUMBER)

Date Submitted 2/13/13

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Price Proposal as principals, and that this Price Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Scope of Services included in the RFP package. We have made a full examination of the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all labor, equipment, and materials, as specified in the Scope of Services. We will fully complete all necessary work in accordance with the Scope of Services, Contract and addenda, if any, and the requirements under them for the unit prices shown on the Price Proposal Sheet.

PRICE PROPOSAL
CREDIT CARD PROCESSING SERVICES
CONTRACT NO. 000900

I (We), the undersigned, hereby certify that I (we) have carefully examined this Price Proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless the Authority against any cost, damage, or expense which it may incur or be caused by any error in my (our) preparation of same.

CORPORATION:

Banc of America Merchant Services, LLC
Principal (Proposer)

By: Samuel A Schwane
President or Vice President

Witness: Joan Oakes Nichols
Secretary or Assistant Secretary
(Affix Corporate Seal)

JOAN OAKES NICHOLS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924002441
MY COMMISSION EXPIRES 03/26/2016

INDIVIDUAL OR FIRM TRADING AS:

_____
Principal (Proposer)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

PARTNERSHIP:

_____
Principal (Proposer)

_____
Signature: (1) Co-Partner or General Partner

_____
Signature: (2) Co-Partner or General Partner

Witness: (1)_____

Witness: (1)_____

Witness: (2)_____

Witness: (2)_____

(If Partnership, list names and addresses of each partner on separate sheet and attach.)

Price Proposal Form

Orlando-Orange County Expressway Authority
Credit Card Processing Services

RFP No. 000900

Schedule 1 - MasterCard Sales Fees Summary (Monthly & Pass-Through Pricing)

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
1	Business Enhanced Data Rate 2	$33,874.64	284	2.32%	0.13	$ 820.21
2	Business Enhanced Face-to-Face	$25.00	1	2.32%	0.13	$ 0.71
3	Comm Data Rate 2-Bus World Elite	$6,370.05	41	2.42%	0.13	$ 159.49
4	Comm Face-to-Face Bus World	$250.00	1	2.10%	0.13	$ 5.38
5	Comm Data Rate 2-Bus Card	$128,844.18	1,806	2.10%	0.13	$ 2,940.51
6	Comm Data Rate 2-Bus World	$13,986.92	172	2.37%	0.13	$ 353.85
7	Comm Data Rate 2-Fleet Card	$215,026.72	753	2.50%	0.13	$ 5,473.58
8	Comm Data Rate 2-Purchasing Card	$128,863.77	328	2.10%	0.13	$ 2,748.78
9	Comm Data Rate 2-Corp,Corp World,C	$9,057.48	175	2.10%	0.13	$ 212.96
10	Comm Face-to-Face Bus Card	$1,645.09	16	2.20%	0.13	$ 38.27
11	Comm Std-Bus Card	$40.00	1	2.95%	0.13	$ 1.31
12	Emerging Mkts Debit	$83,967.23	1,763	0.80%	0.28	$ 1,165.38
13	Enhanced Public Sector	$205,705.93	4,011	1.55%	0.13	$ 3,709.87
14	High Value Public Sector	$30,935.87	395	1.55%	0.13	$ 530.86
15	Intl Electronic	$150.00	4	1.65%	0.03	$ 2.60
16	Intl Std	$1,731.75	52	2.15%	0.03	$ 38.79
17	Interreg Consumer Super Prem Electronic	$50.00	1	2.53%	0.03	$ 1.30
18	Interreg Consumer Super Prem Std	$95.00	2	2.53%	0.03	$ 2.46
19	Interreg Consumer Prem Std	$937.00	9	2.40%	0.03	$ 22.76
20	Intrgl Regulated POS Debit	$232.24	9	0.60%	0.25	$ 3.64
21	Merit I Debit	$3,157.51	542	1.60%	0.18	$ 148.08
22	Merit III Debit	$1,466.55	53	1.05%	0.18	$ 24.94
23	Public Sector	$254,683.96	5,340	1.55%	0.18	$ 4,908.80
24	Regulated POS Debit	$3,758.00	89	0.05%	0.25	$ 24.13
25	Regulated POS Debit w/Fraud Adj	$748,885.79	16,568	0.05%	0.25	$ 4,516.44
26	Small Ticket Debit	$250.32	30	1.55%	0.07	$ 5.98
27	Standard	$445.00	10	2.95%	0.13	$ 14.43
28	Standard Debit	$80.00	2	1.90%	0.28	$ 2.08
29	World Elite Public Sector	$68,007.43	1,192	1.55%	0.13	$ 1,209.08
30	World US Public Sector	$332,724.73	6,654	1.55%	0.13	$ 6,022.25
31	World US Standard	$80.00	2	2.95%	0.13	$ 2.62
	Subtotal Part 1 - MasterCard Sales Fees (Pass-Through Pricing)					$ 35,111.60

Firm Name: Banc of America Merchant Services, LLC
Initial: _____

Schedule 2 - VISA Sales Fees Summary (Monthly & Pass-Through Pricing)

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
32	Bus Debit-CNP	$55,300.57	837	2.45%	0.13	$ 1,463.67
33	Bus Debit-Card Present	$10,496.11	193	1.70%	0.13	$ 203.52
34	Bus Enhanced-Non T&E L2	$183.66	4	2.05%	0.13	$ 4.29
35	Business Card-CNP	$275,711.37	2,367	2.45%	0.13	$ 7,062.64
36	Business Card-Retail	$7,452.54	134	2.20%	0.13	$ 181.38
37	Business Card-Std	$600.00	3	2.95%	0.23	$ 18.39
38	Business Card-Level 2	$129.89	3	2.05%	0.13	$ 3.05
39	Business Enhanced-CNP	$209,182.53	2,161	2.45%	0.18	$ 5,513.95
40	Business Enhanced-Retail	$7,133.09	124	2.30%	0.13	$ 180.18
41	Corp Card-CNP	$115,587.87	686	2.20%	0.13	$ 2,629.51
42	Corp Card-Retail	$485.21	18	2.10%	0.13	$ 12.53
43	Corp Card-Std	$260.00	2	2.95%	0.13	$ 7.93
44	Corp Card-Level 2	$846.17	9	2.05%	0.13	$ 18.52
45	CPS-CNP	$431,537.00	8,341	1.80%	0.13	$ 8,852.00
46	CPS-CNP-Debit	$514,841.10	10,373	1.65%	0.19	$ 10,413.88
47	CPS E-Commerce Basic	$37,739.59	940	1.80%	0.18	$ 848.51
48	CPS E-Commerce Basic Debit	$251,064.30	7,564	1.65%	0.18	$ 5,504.08
49	CPS Retail Credit Card	$4,736.38	72	1.51%	0.13	$ 80.88
50	CPS Retail Debit	$28,921.47	617	0.80%	0.18	$ 342.43
51	CPS Retail Key Entry Debit	$97,399.31	2,834	1.65%	0.18	$ 2,117.21
52	CPS Retail Key Entry	$16,994.23	531	1.80%	0.13	$ 374.93
53	CPS Rewards 1	$6,947.64	114	1.65%	0.13	$ 129.46
54	CPS Rewards 2	$993,694.20	19,975	1.95%	0.13	$ 21,973.79
55	CPS Small Ticket	$177.00	22	1.65%	0.07	$ 4.46
56	CPS Small Ticket Debit	$718.78	91	1.55%	0.07	$ 17.51
57	CPS-CNP Prepaid	$1,945.00	43	1.75%	0.23	$ 43.93
58	CPS E-Commerce Basic Prepaid	$12,186.35	455	1.75%	0.23	$ 317.91
59	CPS Retail Key Entry Prepaid	$12,823.13	379	1.75%	0.23	$ 311.57
60	CPS Retail Prepaid	$1,485.00	29	1.15%	0.18	$ 22.30
61	CPS Small Ticket Debit & Prepaid Reg	$2,642.98	304	0.05%	0.25	$ 77.32
62	CPS Small Ticket Prepaid	$104.00	12	1.60%	0.08	$ 2.62
63	Debit & Prepaid Regulated	$2,550,244.57	59,202	0.05%	0.25	$ 16,075.62
64	EIRF	$12,432.29	288	2.30%	0.13	$ 323.38
65	EIRF Debit	$14,109.26	433	1.75%	0.23	$ 346.50
66	EIRF Prepaid Fuel	$2,401.85	106	1.80%	0.23	$ 67.61

Firm Name: Banc of America Merchant Services, LLC
Initial: _____

Schedule 2 - VISA Sales Fees Summary (Monthly & Pass-Through Pricing)

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
67	Interreg Bus & Signature Bus Card	$80.00	2	2.45%	0.03	$ 2.02
68	Interreg Super Prem Rate	$519.75	14	2.42%	0.03	$ 13.00
69	Interreg Chip	$52.64	1	1.85%	0.03	$ 0.90
70	Interreg Corp Card	$320.00	7	2.45%	0.03	$ 8.05
71	Interreg Debit Regulated	$2,453.62	72	0.50%	0.25	$ 30.27
72	Interreg Electronic	$55.00	3	1.55%	0.03	$ 0.94
73	Interreg Prem Card	$592.75	14	2.25%	0.03	$ 13.76
74	Interreg Purch & Distribution Card	$80.00	1	2.45%	0.03	$ 1.99
75	Interreg Std	$2,631.00	70	2.05%	0.03	$ 56.04
76	Non-CPS Debit & Prepaid Reg	$47,654.54	1,694	2.75%	0.13	$ 1,530.72
77	Purchasing Card-CNP	$394,506.61	1,180	2.65%	0.13	$ 10,607.83
78	Purchasing Card-Retail	$33,012.76	68	2.40%	0.13	$ 801.15
79	Purchasing Card-Std	$40.00	1	2.95%	0.13	$ 1.31
80	Purchasing Card-Level 2	$51.63	1	2.05%	0.13	$ 1.19
81	Signature Business-CNP	$10,167.50	72	2.60%	0.23	$ 280.92
82	Signature Business-Retail	$182.95	5	2.40%	0.13	$ 5.04
83	Signature Preferred-CNP	$142,775.91	2,328	2.40%	0.13	$ 3,729.26
84	Signature Preferred Retail	$2,577.13	103	2.10%	0.13	$ 67.51
85	Signature Preferred Std	$8,191.00	30	2.95%	0.13	$ 245.53
	Subtotal Part 2 - VISA Sales Fees (Pass-Through Pricing)					$ 102,944.88

Schedule 3 - Authorization & Transaction Fees (Monthly Basis)

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
86	AMEX Internet Gateway (Estimated Transaction Volume x Item Charge = Total)	NA	28,011	NA	0.03	$ 840.33
87	AMEX Internet Netconnect (Estimated Transaction Volume x Item Charge = Total)	NA	1,577	NA	$ 0.03	$ 47.31
88	DSCV Internet Gateway (Estimated Transaction Volume x Item Charge = Total)	NA	8,464	NA	0.03	$ 253.92
89	DSCV Internet Netconnect (Estimated Transaction Volume x Item Charge = Total)	NA	526	NA	$ 0.03	$ 15.78
90	MC Auth Access Fees (Estimated Transaction Volume x Item Charge = Total)	NA	7,131	NA	0.004	$ 28.52
91	MC CNP AVS Fees (Estimated Transaction Volume x Item Charge = Total)	NA	36,454	NA	$ 0.05	$ 1,822.70
92	MC Internet Gateway (Estimated Transaction Volume x Item Charge = Total)	NA	36,101	NA	0.03	$ 1,083.03
93	MC Internet Netconnect (Estimated Transaction Volume x Item Charge = Total)	NA	7,573	NA	$ 0.03	$ 227.19
94	VISA Internet Gateway (Estimated Transaction Volume x Item Charge = Total)	NA	108,788	NA	0.03	$ 3,263.64

Firm Name: Banc of America Merchant Services, LLC
Initial: _____

Schedule 3 - Authorization & Transaction Fees (Monthly Basis)

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
95	VISA Internet Netconnect (Estimated Transaction Volume x Item Charge = Total)	NA	25,663	NA	0.03	$ 769.89
96	eCheck Verification (Estimated Transaction Volume x Item Charge = Total)	NA	4,051	NA	0.15	$ 607.65
97	eCheck Reject Fee (Estimated Transaction Volume x Item Charge = Total)	NA	127	NA	0	$ -
98	Gateway Transaction Fee (Estimated Transaction Volume x Item Charge = Total)	NA	4,056	NA	0.15	$ 608.40
99	Returns ACH Fee (Estimated Transaction Volume x Item Charge = Total)	NA	102	NA	0	$ -
100	eCheck Notification of Change (Estimated Transaction Volume x Item Charge = Total)	NA	6	NA	0	$ -
101	Deposit Matching/Repair (Estimated Transaction Volume x Item Charge = Total)	NA	11	NA	0	$ -
102	eCheck Deposit (ACH) (Estimated Transaction Volume x Item Charge = Total)	NA	4055	NA	0.15	$ 608.25
103	ACH Transfer Fee (Estimated Transaction Volume x Item Charge = Total)	NA	45	NA	0	$ -
	OTHER: Applicable Authorization or Transaction Fees (Monthly) NOTE: Please add below and indicate individual categories. Estimated Quantity shall be for bid evaluation purposes only.					
104	Card Account Updater Transaction Fee (Per Match)	NA	50	NA	0.125	$ 6.25
105		NA	50	NA	0	$ -
106		NA	50	NA	0	$ -
107		NA	50	NA	0	$ -
108		NA	50	NA	0	$ -
109		NA	50	NA	0	$ -
110		NA	50	NA	0	$ -
111		NA	50	NA	0	$ -
112		NA	50	NA	0	$ -
113		NA	50	NA	0	$
	Subtotal Part 3 - Authorization & Transaction Fees					$ 10,182.86

Schedule 4 - Other Fees

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
114	VISA TRANSACTION INTEGRITY FEE (Estimated Transaction Volume x Item Charge = Total)	NA	2232	NA	0.1	$ 223.20
115	INTERNET SERVICE FEE (Estimated Transaction Volume x Item Charge = Total)	NA	4	NA	0	$ -
116	LEASED LINE (Estimated Transaction Volume x Item Charge = Total)	NA	1	NA	0	$ -
117	GATEWAY ONE-TIME SET-UP FEE (Per Merchant ID & amortized over 36 months) [# MIDs x (One-Time Set-up Fee/MID)/36 = Total]	NA	10	NA	500	$ 5,000.00

Firm Name/Initial: Banc of America Merchant Services, LLC

Schedule 4 - Other Fees

Item Number	Description	Sales Amount	Estimated Quantity	Rate (%)	Item Charge	Extended Price
	REPORTS (Provide Itemized Price List by Report Type Below)					
	Note: Please add below and indicate individual descriptions. Estimated Quantity shall be for Price Proposal evaluation purposes only. (Line Item 118 through 120).					
118	Card Account Updater Setup Fee (per Merchant)	NA	1	NA	$2,500.00	$ 2,500.00
119		NA	1	NA		$ -
120		NA	1	NA		$ -
	ANNUAL FEE (If applicable convert fees to appropriate monthly amount by type below)					
	Note: Please add below and indicate individual descriptions. Estimated Quantity shall be for Price Proposal evaluation purposes only. Annual Fees are to be prorated by dividing by 12 and inserting amount in the item charge column (Line Item 122).					
121	Gateway Monthly Fee TD Level	NA	12	NA	0	$ -
122		NA	12	NA		$ -
	OTHER: Applicable Fees not listed above. Note: Please add below and indicate individual descriptions. Estimated Quantity shall be for Price Proposal evaluation purposes only. Annual Fees are to be prorated by dividing by 12 and inserting amount in the item charge column (Line Item 123 & 124). One time fees are to be prorated by dividing by 36 and inserting amount in the item charge column (line item 125 and 126). Monthly fees are inserted in the item charge column unchanged (Line Item 127 through 132).					
123	Card Account Updater Monthly Fee	NA	12	NA	12.5	$ 150.00
124		NA	12	NA		$ -
125		NA	36	NA		$ -
126		NA	36	NA		$ -
127		NA	50	NA		$ -
128		NA	50	NA		$ -
129		NA	50	NA		$ -
130		NA	50	NA		$ -
131		NA	50	NA		$ -
132		NA	50	NA		$ -
	Subtotal Part 4 - Other Fees					$ 7,873.20
	Total Fees and Charges (Monthly)					$ 156,112.45
	GRAND TOTAL (36 Month Initial Term)					$ 5,620,048.18

Firm Name: Banc of America Merchant Services, LLC
Initial: _____

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

This Interchange Rate Schedule contains a summary of the primary qualification criteria established by Visa®, MasterCard®, and Discover® Network (sometimes referred to as Discover) for most interchange programs - it is not all inclusive. In the event of any ambiguity or conflict, the interchange requirements established by the Card Organizations (sometimes referred to as associations) will determine the interchange programs at which your transactions qualify. For a complete list, call the number on your merchant statement. Please note that Discover Network fees apply only to Discover transactions acquired by Bank of America Merchant Services. The primary qualification criteria and clearing requirements listed here for the various interchange levels supersedes any similar information provided on the Interchange Qualification Matrix ("IQM"); the IQM is no longer available and has not been provided to you, notwithstanding any provisions of our agreement with you (including any confirmation page) that reference the IQM or us having provided the IQM to you. For more information regarding your Rates and fees, please call Customer Service.

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
VISA			
CPS / Retail Credit	1.51%	$0.10	Consumer Traditional Cards. Card Present / Magnetic Stripe Read / Signature Obtained / Authorized. Purchase date must be within 1 day of auth date. For Hotel and Car Rental merchants: Folio / Rental Agreement number and check-in / check-out dates required. For Passenger Transport merchants: full itinerary required, including ticket number, passenger name, and trip leg data. Bill payment transactions must include bill payment indicators. Authorization and settlement amount on check card transactions do not need to match for certain merchant segments (Taxis and Limousines - 4121, Bars and Taverns - 5813, Beauty and Barber Shops - 7230, Health and Beauty Spas - 7298). Supermarkets (5411), Service Stations (5541), Restaurants (5812, 5814), and High Risk (5962, 5966, 5967) not eligible for this program. Consumer debit and prepaid transactions at Hotels (3501-3999, 7011), Car Rental (3351-3441, 7512), Passenger Transport (3000-3299, 4511, 4112), Cruise Lines / Steamships (4411), Travel Agencies & Tour Operators (4722) not eligible for this program. Maximum 2 days to deposit & settle.
CPS / Retail Debit	0.80%	$0.15	
CPS / Retail Prepaid	1.15%	$0.15	
US Regulated CPS Consumer Debit	0.05%	$0.22	Regulated Consumer Debit and Prepaid, Business Debit, and Commercial Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. Authorization required. CPS requirements recommended but not required. Regulated Consumer Debit and Prepaid transactions that meet qualifications for the CPS/Small Ticket Regulated Debit program are not eligible for this program. Maximum 30 days to deposit & settle.
US Regulated MQ Consumer Debit	0.05%	$0.22	
US Regulated Non-CPS Cons Debit	0.05%	$0.22	
US Regulated CPS Comml Debit	0.05%	$0.22	
US Regulated Non-CPS Comm Debit	0.05%	$0.22	
CPS / Restaurant Credit	1.54%	$0.10	Consumer Traditional Cards. Same requirements as CPS/Retail. Authorized amount does not have to match transaction amount. Authorization and magnetic stripe required. Purchase date must be within 1 day of auth date. Eligible Merchants: Restaurants (5812) and Fast Food Restaurants (5814). Maximum 2 days to deposit & settle.
CPS / Restaurant Debit	1.19%	$0.10	
CPS / Restaurant Prepaid	1.15%	$0.15	
CPS / Rewards 1	1.65%	$0.10	Consumer Traditional Rewards card that meet existing requirements for CPS/Retail or CPS/Supermarket. Visa Signature and Infinite cards at non-Travel Services merchants (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Visa Signature cards at merchants that participate in the Retail or Supermarket Performance Threshold (Tier) MVV interchange programs. Maximum 2 days to deposit & settle.
CPS / Rewards 2	1.95%	$0.10	Consumer Traditional Rewards card that meet existing requirements for CPS/Card Not Present, CPS/Retail Key Entry, or CPS/E-Commerce Basic, CPS/E-Commerce Preferred: Hotel/Car Rental & Passenger Transport, CPS/Hotel & Car Rental: Card Present / Card Not Present, and CPS/Passenger Transport and CPS/Restaurant. Signature and Infinite cards that meet existing CPS/Card Not Present, CPS/Retail Key Entry, and CPS/E-Commerce Basic by non-Travel Services merchants (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Maximum 2 days to deposit & settle.
CPS / Small Ticket Credit	1.65%	$0.04	Traditional, Traditional Rewards, Signature and Infinite consumer cards. Regulated Consumer Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange are eligible for the CPS/Small Ticket Regulated Debit rate. Card present / magnetic stripe read and authorized. Signature not required. Bill payment transactions must include bill payment indicators. Purchase date must be within 1 day of auth date. Eligible Merchants include all merchants with the exception of: Money Transfer (4829), Automated Fuel Dispensers (5542), Direct Marketing - Insurance (5960), Direct Marketing - Travel Arrangement (5962), Direct Marketing - Catalog (5964), Direct Marketing - Combination Catalog & Retail (5965), Direct Marketing - Outbound Telemarketing (5966), Direct Marketing - Inbound Telemarketing (5967), Direct Marketing - Continuity / Subscription (5968), Direct Marketing - Other (5969), Manual Cash (6010), Automated Cash (6011), Financial Institutions - Merchandise & Services (6012), Betting / Casinos / Race Tracks (7995), Intra-Government Purchases (9405), UK Supermarkets (9751), UK Petrol Stations (9752), and Intra-Company Purchases (9950). Transaction amount must be less than or equal to $15.00. Small Ticket transactions from merchants that participate in Retail or Supermarket Performance Threshold (Tier) MVV interchange programs are eligible for this program. Small Ticket Credit eligible transactions will qualify for the following MVV interchange programs: Utilities, Debt Repayment, and Debit Tax Payment. Maximum 2 days to deposit & settle.
CPS / Small Ticket Debit	1.55%	$0.04	
CPS / Small Ticket Prepaid	1.60%	$0.05	
CPS / Small Ticket Debit Regulated	0.05%	$0.22	
CPS / Card Not Present Credit	1.80%	$0.10	Consumer Traditional Cards. Card Not Present / Signature Not Obtained / Mail or Phone Order. Address Verification required unless Healthcare (4119, 5975, 5976, 7277, 8011, 8021, 8031, 8041, 8042, 8043, 8049, 8050, 8062, 8071, 8099), Emerging Market (9211, 9222, 9399, 8211, 8220, 8299, 5960, 6300, 4899, 4814, 6513, 5968, 5983, 8351, 8398), or Utilities (4900). Customer Service phone number and invoice / order number required. Authorization required. Purchase date must be within 7 days of auth date. Authorization and settlement amounts must match. Bill payment transactions must include bill payment indicators. Maximum 2 days to deposit & settle.
CPS / Card Not Present Debit	1.65%	$0.15	
CPS / Card Not Present Prepaid	1.75%	$0.20	
CPS / E-Commerce Basic Credit	1.80%	$0.10	Consumer Traditional Cards. Same requirements as CPS/Card Not Present but transaction takes place in a secure Internet environment. Authorization required. Address Verification required unless Emerging Market (9211, 9222, 9399, 8211, 8220, 8299, 5960, 6300, 4899, 4814, 6513, 5968, 5983, 8351, 8398), or Utilities (4900). E-Commerce requires additional data fields in authorization and settlement. Bill payment transactions must include bill payment indicators. Purchase date must be within 7 days of auth date (or within 3 days for Transaction Aggregation transactions). Authorization amount for Transaction Aggregation transactions must not exceed $15.00. Maximum 2 days to deposit & settle.
CPS / E-Commerce Basic Debit	1.65%	$0.15	
CPS / E-Commerce Basic Prepaid	1.75%	$0.20	
CPS / E-Commerce Preferred Credit	1.80%	$0.10	Traditional, Traditional Rewards, Signature and Infinite consumer cards. Same requirements as E- Commerce Basic, except require Cardholder Authentication Value (CAVV). Authorization required. Requires Verified by Visa. Maximum 2 days to deposit & settle.
CPS / E-Commerce Preferred Debit	1.60%	$0.15	
CPS / E-Comm Preferred Prepaid	1.75%	$0.20	
CPS / Retail Key Entered Credit	1.80%	$0.10	Consumer Traditional Cards. Key-entered due to inability to read magnetic stripe. All requirements of CPS/Retail except magnetic stripe read. Authorization required. Address Verification Required with a positive match on Zip Code or full address. Industry specific date required for hotel and car rental. Bill payment transactions must include bill payment indicators. Purchase date must be within 1 day of auth date. Automated Fuel (5542), Direct Marketing (5960, 5962, 5964-5969), Cardholder Activated Terminal merchants are not eligible for this program. Credit transactions at Quasi-Cash (6051) merchants not eligible for this program. Maximum 2 days to deposit & settle.
CPS / Retail Key Entered Debit	1.65%	$0.15	
CPS / Retail Key Entered Prepaid	1.75%	$0.20	

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

Program Rate Category	Rates: Fee Per Sales $	Rates: Per Item	Transaction Qualification Information
CPS / Supermarket Credit	1.22%	$0.05	Consumer Traditional Cards. Merchant is certified with Visa. Same requirements as CPS/Retail. No signature required if transactions $25.00 or less. Authorization and magnetic stripe required. Authorization and settlement amounts must match for consumer debit and prepaid transactions. Cap of $0.35 for consumer prepaid transactions only. Purchase date must be within 1 day of auth date. Eligible Merchants: Supermarkets (5411). Maximum 2 days to deposit & settle.
CPS / Supermarket Debit	0.00%	$0.30	
CPS / Supermarket Prepaid	1.15%	$0.15	
CPS / Hotel / Car: CP Credit	1.54%	$0.10	Consumer Traditional Cards. Hotel / Car Rental merchant. Authorized. Card is present. Magnetic stripe read and signature obtained. Estimated length of stay required in authorization. Folio / Rental Agreement number and check-in / check-out dates required. One or more authorizations obtained. Authorization amount within 15% of transaction amount for Hotel or within 15% of transaction amount or $75.00, whichever is greater, for Car Rental. Purchase date must be the same as hotel check-out date or car return date. Maximum 2 days to deposit & settle.
CPS / Hotel / Car: CP Debit	1.19%	$0.10	
CPS / Hotel / Car: CP Prepaid	1.15%	$0.15	
CPS / Hotel / Car: CNP Credit	1.54%	$0.10	Consumer Traditional Cards. Hotel / Car Rental merchant. Authorized. Card not present. Estimated length of stay and Preferred Customer indicator required in authorization. Folio / Rental Agreement number, no show indicator, and check-in / check-out dates required. One or more authorizations obtained. Authorization amount within 15% of transaction amount for Hotel or within 15% of transaction amount or $75.00, whichever is greater, for Car Rental. Purchase date must be the same as hotel check-out date or car return date. Maximum 2 days to deposit & settle.
CPS / Hotel / Car: CNP Debit	1.70%	$0.15	
CPS / Hotel / Car: CNP Prepaid	1.75%	$0.20	
CPS / Hotel / Car: E-Commerce Preferred Credit	1.54%	$0.10	Consumer Traditional Cards. Hotel / Car Rental merchant. Authorized. Card not present. Estimated length of stay and Preferred Customer indicator required in authorization. Folio / Rental Agreement number, no show indicator, and check-in / check-out dates required. One or more authorizations obtained. Authorization amount within 15% of transaction amount for Hotel or within 15% of transaction amount or $75.00, whichever is greater, for Car Rental. Purchase date must be the same as hotel check-out date or car return date. E-Commerce requires additional data fields in authorization and settlement. Requires Verified by Visa. Maximum 2 days to deposit & settle.
CPS / Hotel / Car: E-Commerce Preferred Debit	1.70%	$0.15	
CPS / Hotel / Car: E-Commerce Preferred Prepaid	1.75%	$0.20	
CPS / Retail 2 Credit	1.43%	$0.05	Traditional, Traditional Rewards, Signature and Infinite consumer cards that meet the existing requirements of CPS/Retail, CPS/Retail Key Entry, CPS/Card Not Present, CPS/E-Commerce Basic, or CPS/E-Commerce Preferred. Consumer debit and prepaid transactions that meet CPS/Retail or CPS/Retail Key Entry are not eligible for this program. Authorization required. Eligible Merchants: Court Costs (9211), Fines (9222), Government Services (9399), Colleges / Universities / Professional Schools (8220), Elementary & Secondary Schools (8211), Schools - Other (8299), Insurance (5960, 6300), Cable and Other TV Services (4899), Subscriptions (5968), Fuel Dealers (5983), Child Care Services (8351), consumer debit and prepaid transactions only at Charitable & Social Service Organizations (8398), Telecommunication Services (4814), and Real Estate Agents & Managers - Rentals (6513). Cap of $2.00 on consumer debit and prepaid transactions. Maximum 2 days to deposit & settle.
CPS / Retail 2 Debit	0.65%	$0.15	
CPS / Retail 2 Prepaid	0.65%	$0.15	
CPS / Charity Credit	1.35%	$0.05	Traditional, Traditional Rewards, Signature, and Signature Preferred consumer credit cards that meet existing requirements for CPS/Retail, CPS/Card Not Present, CPS/Retail Key Entry, CPS/E-Commerce Basic, CPS/E-Commerce Preferred. Eligible Merchants: Charitable & Social Service Organizations (8398). Maximum 2 days to deposit & settle.
CPS / Auto Fuel Dispenser Credit	1.15%	$0.25	Traditional, Traditional Rewards, Signature and Infinite consumer cards. Fuel Dispensing merchant who is certified with Visa. Same requirements as CPS/Retail except signature obtained. Must be less than or equal to $125.00 (or $500.00 for transactions submitted via Real Time Clearing). May be authorized for full amount or for $1.00. Magnetic stripe required. Cardholder Activated Terminal (CAT) indicator must be present. Purchase date must be within 1 day of auth date. Eligible Merchants: Automated Fuel Dispensers (5542). Cap of $0.95 on consumer debit and prepaid transactions, and cap of $1.10 on consumer credit transactions. Maximum 2 days to deposit & settle.
CPS / Auto Fuel Dispenser Debit	0.80%	$0.15	
CPS / Auto Fuel Dispenser Prepaid	1.15%	$0.15	
CPS / Retail Service Station Credit	1.15%	$0.25	Traditional, Traditional Rewards, Signature and Infinite consumer cards. Same requirements as CPS/Retail. Purchase date must be within 1 day of auth date. Eligible Merchant: Service Stations (5541). Cap of $0.95 on consumer debit and prepaid transactions, and cap of $1.10 on consumer credit transactions. Maximum 2 days to deposit & settle.
CPS / Retail Service Station Debit	0.80%	$0.15	
CPS / Retail Service Station Prepaid	1.15%	$0.15	
CPS / Passenger Transport Card Present Credit	1.70%	$0.10	Consumer Traditional Cards. Airline (3000-3299, 4511) or Passenger Railway (4112) merchant. Authorized. Card Present / Magnetic Stripe Read. Full itinerary required including ticket number, passenger name, and trip leg data. One or more clearing records for a single authorization. Purchase date is same as auth date. Maximum 8 days to deposit & settle.
CPS / Passenger Transport Card Present Debit	1.19%	$0.10	
CPS / Passenger Transport Card Present Prepaid	1.15%	$0.15	
CPS / Passenger Transport Card Not Present Credit	1.70%	$0.10	Consumer Traditional Cards. Airline (3000-3299, 4511) or Passenger Railway (4112) merchant. Authorized. Card Not Present / Not Magnetic Stripe Read. Full itinerary required including ticket number, passenger name, and trip leg data. One or more clearing records for a single authorization. Purchase date is same as auth date. Maximum 8 days to deposit & settle.
CPS / Passenger Transport Card Not Present Debit	1.70%	$0.15	
CPS / Passenger Transport Card Not Present Prepaid	1.75%	$0.20	
CPS / Passenger Transport E-Commerce Preferred Credit	1.70%	$0.10	Consumer Traditional Cards. Airline (3000-3299, 4511) or Passenger Railway (4112) merchant. Authorized. Card Not Present / Not Magnetic Stripe Read. Full itinerary required including ticket number, passenger name, and trip leg data. One or more clearing records for a single authorization. E-Commerce requires additional data fields in authorization and settlement. Requires Verified by Visa. Purchase date same as auth date. Maximum 8 days to deposit & settle.
CPS / Passenger Transport E-Commerce Preferred Debit	1.70%	$0.15	
CPS / Passenger Transport E-Commerce Preferred Prepaid	1.75%	$0.20	
CPS / Utilities Consumer	0.00%	$0.75	Traditional, Traditional Rewards, Signature, Infinite, Signature Preferred Consumer card and Business, Signature Business, and Business Enhanced card transactions that meet the existing requirements for CPS/Retail, CPS/Retail Key Entry, CPS/Small Ticket, CPS/Card Not Present, CPS/E-Commerce Basic, or CPS/E-Commerce Preferred. Consumer and Business debit and prepaid transactions that meet CPS/Retail, CPS/Retail Key Entry, or CPS/Small Ticket are not eligible for this program. Eligible Merchants: Utilities (4900). Requires registration with Visa and MVV must be present. Maximum 2 days to deposit & settle.
CPS / Utilities Business	0.00%	$1.50	
CPS / Utilities Debit	0.00%	$0.65	

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

Program Rate Category	Rates: Fee Per Sales $	Rates: Per Item	Transaction Qualification Information
CPS / Account Funding Credit	2.14%	$0.10	Consumer Traditional, Rewards, and Signature card transactions to fund a pre-paid product, a brokerage account, or escrow account. Identified as E-Commerce transactions processed in a secure environment. Card is not present. Full Address Verification Service (zip code and full address) required. E-Commerce requires additional data fields such as the merchant order number, valid E-Commerce indicator, and the Customer Service phone number, URL, or email address in authorization and settlement. Authorization and settlement amounts must match. Purchase date must be within 1 day of auth date. Maximum 2 days to deposit & settle.
CPS / Account Funding Debit	1.75%	$0.20	
CPS / Account Funding Prepaid	1.80%	$0.20	
Electronic (EIRF) Credit and Signature Electronic	2.30%	$0.10	Key-Entered due to unreadable magnetic stripe and did not meet CPS/Retail Key-Entered requirements. Authorized. Mail or phone order and did not meet CPS/Card Not Present requirements. Did not meet other CPS market specific requirements. Authorization is Referral / Voice-Authorized transaction. Transaction date is 3 days old. Bill payment transactions must include bill payment indicators. Signature or Infinite card transactions, CPS qualified at Travel Services Merchants including, Airlines (3000-3299, 4511), Passenger Railway (4112), Cruise Lines (4411), Lodging (3501-3999, 7011), Car Rental (3351-3441, 7512), Travel Agencies (4722), Restaurants (5812), and Fast Food (5814). Cap of $0.95 on consumer debit and prepaid transactions and cap of $1.10 on consumer credit transactions at Service Stations (5541) and Automated Fuel Dispensers (5542). Maximum 3 days to deposit & settle.
Electronic (EIRF) Debit	1.75%	$0.20	
Electronic (EIRF) Prepaid	1.80%	$0.20	
Debit Tax Payment	0.65%	$0.15	Consumer Debit and Prepaid cards that meet the existing requirements for CPS/Card Not Present, CPS/E-Commerce Basic, or CPS/E-Commerce Preferred. Eligible Merchants: Tax Payments (9311). Requires registration with Visa and MVV must be present. Purchase date must be within 1 day of auth date. Merchant can charge a convenience fee up to $3.95, which must be submitted as a separate transaction. Cap of $2.00 on consumer debit and prepaid transactions. Maximum 2 days to deposit & settle.
Debt Repayment	0.65%	$0.15	Consumer Debit and Prepaid cards that meet existing requirements for CPS/Card Not Present, CPS/E-Commerce Basic, or CPS/E-Commerce Preferred. Debt repayment indicator and Bill Payment indicators must be present. Eligible Merchants: Financial Services-Merchandise and Services (6012), Foreign Currency, Money Orders - Not Wire Transfer, Stored Value Card / Load, and Travelers Checks (6051). Cap of $2.00 on consumer debit and prepaid transactions. Requires registration and MVV must be present. Maximum 2 days to deposit & settle.
Signature Preferred Electronic	2.40%	$0.10	Signature Preferred card that meets existing requirements for EIRF. CPS-qualified, Signature Preferred transactions at Travel Services merchants (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Maximum 2 days to deposit & settle.
Signature Preferred Retail	2.10%	$0.10	Signature Preferred card that meets existing requirements for CPS/Retail, CPS/Supermarket, CPS/Retail Key Entry, & CPS/Small Ticket at non Travel Services (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512) merchants. Maximum 2 days to deposit & settle.
Signature Preferred Card Not Present	2.40%	$0.10	Signature Preferred card that meets existing requirements for CPS/Card Not Present, CPS/E-Commerce Basic, CPS/E-Commerce Preferred, CPS/Account Funding at non Travel Services (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512) merchants. Charitable & Social Service Organizations (8398) not eligible for this program. Maximum 2 days to deposit & settle.
Signature Preferred Business to Business	2.10%	$0.10	Signature Preferred card that meets existing requirements for any CPS program. Eligible Merchants: Business-to-Business MCCs 0780, 1799, 2741, 2791, 2842, 4214, 5021, 5039, 5044, 5046, 5047, 5051, 5065, 5074, 5085, 5099, 5131, 5137, 5139, 5169, 5192, 5193, 5198, 5199, 6300, 7311, 7333, 7349, 7361, 7372, 7375, 7379, 7392, 7399, 7829, 8734, 8931, 8999. Maximum 2 days to deposit & settle.
Signature Preferred Fuel	1.15%	$0.25	Signature Preferred card that meets existing requirements for CPS/Service Station, CPS/Automated Fuel Dispenser, and CPS/Small Ticket. Eligible Merchants: Service Stations (5541) or Automated Fuel Dispensers (5542). Purchase date must be within 1 day of auth date. Cap of $1.10 per transaction. Maximum 2 days to deposit & settle.
Signature Preferred Standard	2.95%	$0.10	Signature Preferred card. Transaction date is more than 2 days old. Not CPS qualified, Authorization required. Cap of $1.10 on transactions at Service Stations (5541) and Automated Fuel Dispensers (5542). Maximum 30 days to deposit & settle.
Standard Credit and Signature Standard	2.70%	$0.10	Transaction date is more than three (3) days old. Authorization required. Signature or Infinite cards NOT CPS qualified at a Travel Services Merchant, including Airlines (3000-3299, 4511), Passenger Railway (4112), Cruise Lines (4411), Lodging (3501-3999, 7011), Car Rental (3351-3441, 7512), Travel Agencies (4722), Restaurants (5812), and Fast Food (5814). High-risk telemarketing transactions (5962, 5966, 5967). Non-secure E-Commerce transactions. Maximum 30 days to deposit & settle.
Signature Standard Non-CPS Debit & Prepaid	2.70%	$0.10	
Standard Debit	1.90%	$0.25	
Standard Prepaid	1.90%	$0.25	
Commercial			
Business Card Present Debit	1.70%	$0.10	Business Debit cards that meet existing requirements for CPS/Retail, CPS/Retail Key Entry, CPS/Small Ticket, CPS/Supermarket, CPS/Restaurant, CPS/Service Station, CPS/Automated Fuel Dispenser, CPS/Hotel & Car Rental Card Present, or CPS/Passenger Transport Card Present. Business prepaid cards are not eligible for this program. Maximum 2 days to deposit & settle.
Business Card Not Present Debit	2.45%	$0.10	Business Debit cards that meet existing requirements for CPS/Card Not Present, CPS/E-Commerce Basic, CPS/E-Commerce Preferred, CPS/Hotel & Car Rental Card Not Present, CPS/Passenger Transport Card Not Present, or CPS/Account Funding. Business Debit transactions at Utilities (4900) merchants can continue to qualify for the Utilities program. Business prepaid cards are not eligible for this program. Maximum 2 days to deposit & settle.
Business Card Level 2	2.05%	$0.10	Business, Signature Business, Business Enhanced, Corporate, Purchasing, and GSA Purchasing Cards. CPS requirements met. Non-Travel Services transactions (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Level 2 data required, which is Sales Tax (sales tax must be between 0.1% and 22% of the sales amount - tax exempt transactions do not qualify) and Customer Code (only required for Purchasing card transactions at fuel merchants). Maximum 2 days to deposit & settle.
Business Enhanced Level 2	2.05%	$0.10	
Signature Business Level 2	2.05%	$0.10	
Corporate Card Level 2	2.05%	$0.10	
Purchasing Card Level 2	2.05%	$0.10	
Purchasing Card Level 3	1.95%	$0.10	Purchasing, GSA Purchasing, and Corporate cards. CPS requirements met. Non-Travel Services transactions (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Level 3 data required, which includes Summary Record - Discount Amount, Freight / Shipping Amount, Duty Amount and Account Number and Line Item Detail Record - Item Sequence Number, Item Commodity Code, Item Descriptor, Product Code, Quantity, Unit of Measure, Unit Cost, Discount per Line Item, Line Item Total, and Line Item Detail Indicator. Maximum 2 days to deposit & settle.
Corporate Card Level 3	1.95%	$0.10	

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
GSA Government to Government	1.65%	$0.10	GSA Purchasing Cards. Card Present / Magnetic Stripe Read / Signature Obtained / Authorized. CPS qualified. Eligible Merchants: Government Services (9399), Postal Services - Government (9402). Federal government merchants only. Requires registration with Visa and MVV must be present. Purchase date must be within 1 day of auth date. Maximum 2 days to deposit & settle.
Business Electronic	2.40%	$0.10	Business, Signature Business, Business Enhanced cards that meet existing requirements for CPS/Retail, CPS/Supermarket, CPS/Retail Key Entry, CPS/Small Ticket, CPS/Service Station, CPS/Auto Fuel Dispenser, CPS/Card Not Present, CPS/E-Commerce Preferred, CPS/E-Commerce Basic, CPS/Retail 2, or CPS/Acct Funding for Travel Services transactions (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Corporate and Purchasing cards that meet Level 2 data requirements (Sales Tax and Customer Code) but do not meet CPS requirements for Non-Travel Services transactions. Direct Marketing – Travel-Related Arrangement Services (5962), Direct Marketing – Outbound Telemarketing Merchants (5966), and Direct Marketing – Inbound Telemarketing Merchants (5967) and non-secure E-Commerce transactions are not eligible for this program. Maximum 2 days to deposit & settle.
Business Enhanced Electronic	2.75%	$0.15	
Signature Business Electronic	2.85%	$0.20	
Corporate Electronic	2.75%	$0.10	
Corporate Electronic Non-CPS Debit & Prepaid	2.75%	$0.10	
Purchasing Electronic	2.75%	$0.10	
Purch Electronic Non-CPS Debit & Prepaid	2.75%	$0.10	
Business Retail	2.20%	$0.10	Business, Signature Business, Business Enhanced, Corporate, and Purchasing cards that meet existing requirements for CPS/Retail, CPS/Supermarket, CPS/Retail Key Entry, CPS/Small Ticket, CPS/Service Station, or CPS/Auto Fuel Dispenser. Non-Travel Services transactions (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Level 2 data requirements (Sales Tax and Customer Code) are not met. Maximum 2 days to deposit & settle.
Business Enhanced Retail	2.30%	$0.10	
Signature Business Retail	2.40%	$0.10	
Corporate Retail	2.10%	$0.10	
Purchasing Retail	2.40%	$0.10	
Business Card Not Present	2.25%	$0.10	Business, Signature Business, Business Enhanced, Corporate, and Purchasing cards that meet existing requirements for CPS/Card Not Present, CPS/E-Commerce Basic, CPS/E-Commerce Preferred, or CPS/Account Funding. Non-Travel Services transactions (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Business, Signature Business, and Business Enhanced cards require AVS. Level 2 data requirements (Sales Tax and Customer Code) are not met. Maximum 2 days to deposit & settle.
Business Enhanced Card Not Present	2.45%	$0.15	
Signature Business Card Not Present	2.60%	$0.20	
Corporate Card Not Present	2.20%	$0.10	
Purchasing Card Not Present	2.65%	$0.10	
Business Bus to Business	2.10%	$0.10	Business, Signature Business, Enhanced Business, Corporate, and Purchasing cards that meet existing requirements for any CPS program by non Travel Services merchants. Eligible Merchants: Business to Business MCCs 0780, 1799, 2741, 2791, 2842, 4214, 5021, 5039, 5044, 5046, 5047, 5051, 5065, 5074, 5085, 5099, 5131, 5137, 5139, 5169, 5192, 5193, 5198, 5199, 6300, 7311, 7333, 7349, 7361, 7372, 7375, 7379, 7392, 7399, 7829, 8734, 8931, 8999. Level 2 data requirements (Sales Tax and Customer Code) are not met. Maximum 2 days to deposit & settle.
Business Enhanced Bus to Business	2.25%	$0.10	
Signature Business Bus to Business	2.40%	$0.10	
Corporate Business to Business	2.10%	$0.10	
Purchasing Business to Business	2.40%	$0.10	
Corporate Card Travel Service	2.55%	$0.10	Corporate and Purchasing cards that meet existing requirements for any CPS program at Travel Services merchants (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Maximum 2 days to deposit & settle.
Purchasing Card Travel Service	2.45%	$0.10	
Purchasing Electronic with Data	2.75%	$0.10	Non-GSA Purchasing and Corporate cards. Level 3 data requirements met but CPS requirements not met for Non-Travel Services transactions (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Level 3 data requirements include Summary Record - Discount Amount, Freight / Shipping Amount, Duty Amount and Account Number and Line Item Detail Record - Item Sequence Number, Item Commodity Code, Item Descriptor, Product Code, Quantity, Unit of Measure, Unit Cost, Discount per Line Item, Line Item Total, and Line Item Detail Indicator. Maximum 2 days to deposit & settle.
Purchasing Electronic with Data Non-CPS Debit & Prepaid	2.75%	$0.10	
Corporate Card Electronic with Data	2.75%	$0.10	
Corporate Electronic with Data Non-CPS Debit & Prepaid	2.75%	$0.10	
Business Standard	2.95%	$0.20	Business, Signature Business, Business Enhanced, Corporate, and Purchasing Cards. Transaction date is more than 2 days old. Not CPS qualified. Authorization required. Maximum 30 days to deposit & settle.
Business Standard Non-CPS Debit	2.95%	$0.10	
Business Standard Non-CPS Prepaid	2.95%	$0.20	
Business Enhanced Standard	2.95%	$0.20	
Signature Business Standard	2.95%	$0.20	
Corporate Standard	2.95%	$0.10	
Corporate Standard Non-CPS Debit & Prepaid	2.95%	$0.10	
Purchasing Standard	2.95%	$0.10	
Purchasing Standard Non-CPS Debit & Prepaid	2.95%	$0.10	

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

Program Rate Category	Rates: Fee Per Sales $	Rates: Per Item	Transaction Qualification Information
Large Ticket			
GSA Purchasing Card Large Ticket	1.20%	$39.00	GSA Purchasing cards. Level 2 and 3 data is required and must be CPS qualified. Not applicable to Travel Services (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, and 7512). Authorization required. Maximum 2 days to deposit & settle.
Purchasing Card Large Ticket	1.45%	$35.00	Non-GSA Purchasing cards. Level 2 and 3 data is required and must be CPS qualified. Non-Travel Services transactions (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Authorization required. Maximum 2 days to deposit & settle.
Large Purchase Advantage 1	0.70%	$49.50	Visa Large Purchase Advantage (VLPA) cards that meet existing requirements for CPS/Card Not Present, CPS/E-Commerce Basic, or CPS/E-Commerce Preferred for non Travel Services merchants (3000-3999, 4112, 4411, 4511, 4722, 5812, 5814, 7011, 7512). Transaction amount must be greater than $10,000 (Rate 1 > $10,000 and ≤ $25,000; Rate 2 > $25,000 and ≤ $100,000; Rate 3 > $100,000 and ≤ $500,000; Rate 4 > $500,000). Maximum 8 days to deposit & settle.
Large Purchase Advantage 2	0.60%	$52.50	
Large Purchase Advantage 3	0.50%	$55.50	
Large Purchase Advantage 4	0.40%	$58.50	
Interregional			
Interregional Standard	2.05%	$0.00	Consumer and Electron cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Authorization required. Maximum 30 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
Interregional Standard Electron	2.05%	$0.00	
Interregional Electronic	1.55%	$0.00	Consumer and Electron cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Card Present / Magnetic Stripe Read / Signature Obtained / Authorized. Maximum 3 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
Interregional Electronic Electron	1.55%	$0.00	
Interregional Regulated Debit	0.50%	$0.22	Regulated Consumer Debit and Prepaid, Business Debit, and Commercial Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. U.S. Territory issued cards at a U.S. merchant location or U.S. issued cards at a U.S. Territory location. U.S. Territories include American Samoa, Guam, Northern Mariana Islands, and U.S. Minor Outlying Islands in the AP region and Puerto Rico and U.S. Virgin Islands in the LAC region. Authorization required. Maximum 30 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
Interregional Business	2.45%	$0.00	Business, Signature Business, Corporate, and Purchasing cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Maximum 30 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
Interregional Corporate	2.45%	$0.00	
Interregional Purchasing	2.45%	$0.00	
Interregional Consumer Premium	2.25%	$0.00	Platinum cards issued in the LAC, Asia Pacific, CEMEA, and Visa Europe regions and Infinite cards issued in Canada at a U.S. merchant location and Signature cards issued in the U.S. region at a non-U.S. or U.S. Territory merchant location. Maximum 30 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
Interregional Consumer Super Premium	2.42%	$0.00	Infinite and Signature cards issued in the Asia Pacific, CEMEA, Visa Europe, and LAC regions at a U.S. merchant location and Signature Preferred cards issued in the U.S. region at a non-U.S. merchant location. Maximum 30 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
Interregional E-Commerce Merchant	1.89%	$0.00	Consumer and Electron cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Authorized within 7 days of purchase (shipping) date. Authorized amount must match clearing amount. Transactions must be Card Not Present, Key-Entered, E-Commerce transactions. Requires Verified by Visa. Transactions must be channel encrypted and include the E-Commerce Indicator, and utilize 3-D Secure Verification Service processing requirements. Rate includes the Visa International Acquirer Fee.
Interregional E-Commerce Merchant Electron	1.89%	$0.00	
Interregional Secure E-Commerce	1.89%	$0.00	Consumer and Electron cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Authorized within 7 days of purchase (shipping) date. Authorized amount must match clearing amount. Transactions must be Card Not Present, Key-Entered, E-Commerce transactions. Requires Verified by Visa. Transactions must be channel encrypted and include the E-Commerce Indicator, and utilize 3-D Secure Verification Service processing requirements. Rate includes the Visa International Acquirer Fee.
Interregional Secure E-Commerce Electron	1.89%	$0.00	
Interregional Issuer Chip	1.65%	$0.00	Consumer and Electron cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Card Present / Magnetic Stripe Read (not Chip Read) / Signature Obtained / Authorized. Card issuer must be chip qualified. Maximum 3 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
Interregional Issuer Chip Electron	1.65%	$0.00	
Interregional Airline	1.55%	$0.00	Consumer and Electron cards. Non U.S. issued cards at a U.S. merchant location or cards issued in a different region at a U.S. Territory or non-U.S. location. Authorization required. Eligible Merchants: Airline merchants (3000-3299 or 4511). Maximum 15 days to deposit & settle. Rate includes the Visa International Acquirer Fee.
Interregional Airline Electron	1.55%	$0.00	
Visa Assessments	0.11%	$0.00	Fee assessed on the gross dollar amount of all Visa transactions.
Authorization System Misuse Fee	0.00%	$0.045	Fee assessed on all Visa authorized transactions which are not followed by a matching Visa clearing transaction (or not reversed in the case of a cancelled transaction). Billed on a one month lag.
Zero Floor Limit Fee	0.00%	$0.10	Fee assessed on all Visa clearing transactions that are not authorized. Billed on a one month lag.
Debit Transaction Integrity Fee	0.00%	$0.10	Fee charged on each signature debit transaction (including Visa Consumer and Business debit cards and Visa Consumer and Commercial Prepaid cards) that does not meet the qualification criteria defined under the Visa U.S. Custom Payment Service (CPS) program.

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

This Interchange Rate Schedule contains a summary of the primary qualification criteria established by Visa®, MasterCard®, and Discover® Network (sometimes referred to as Discover) for most interchange programs - it is not all inclusive. In the event of any ambiguity or conflict, the interchange requirements established by the Card Organizations (sometimes referred to as associations) will determine the interchange programs at which your transactions qualify. For a complete list, call the number on your merchant statement. Please note that Discover Network fees apply only to Discover transactions acquired by Bank of America Merchant Services. The primary qualification criteria and clearing requirements listed here for the various interchange levels supersedes any similar information provided on the Interchange Qualification Matrix ("IQM"); the IQM is no longer available and has not been provided to you, notwithstanding any provisions of our agreement with you (including any confirmation page) that reference the IQM or us having provided the IQM to you. For more information regarding your Rates and fees, please call Customer Service.

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
MASTERCARD			
Merit III	1.58%	$0.10	Consumer, Enhanced, World, and World Elite cards. Face-to-Face / Magnetic Stripe Read / Signature Obtained / Electronically Authorized. Eligible merchants include Retail and Restaurants (5812). Airline (3000-3299, 4511) and Passenger Railways (4112) transactions require general ticket information and trip leg data. Authorization and settlement amounts can differ up to 10% (up to 25% for Beauty and Barber Shops - 7230 for transactions up to $25). Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), Airlines (3000-3299, 4511), Passenger Railways (4112), and Limousines & Taxis (4121). Key-entered transactions, Service Stations (5541), Automated Fuel Dispenser (5542), Utilities (4900), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Cruise Lines (4411), Insurance (6300), and Real Estate Agents & Managers (6513) are not eligible for this program. World and World Elite transactions at Airlines (3000-3299, 4511), Passenger Railways (4112), Restaurants (5812), Travel Agencies (4722) are not eligible for this program. Maximum 2 days to deposit & settle.
Merit III Enhanced	1.73%	$0.10	
World Merit III	1.77%	$0.10	
High Value Merit III	2.20%	$0.10	
World Elite Merit III	2.20%	$0.10	
Merit III Debit	1.05%	$0.15	
Reg Incentive Cons POS Debit - US	0.05%	$0.21	Regulated Consumer and Commercial Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. Issuer has NOT certified its fraud prevention procedures. Rate Indicator value identified by Issuers and Card Organizations of B (Base). Authorization required. Maximum 30 days to deposit & settle.
Regulated MQ Cons POS Debit - US	0.05%	$0.21	
Regulated Non-Incentive Consumer POS Debit - US	0.05%	$0.21	
Regulated Comml POS Debit - US	0.05%	$0.21	
Regulated Incentive Consumer POS Debit with Fraud Adjustment - US	0.05%	$0.22	Regulated Consumer and Commercial Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. Issuer has certified its fraud prevention procedures. Rate Indicator value identified by Issuers and Card Organizations of 1 (Base plus Fraud Adjustment). Authorization required. Maximum 30 days to deposit & settle.
Regulated MQ Consumer POS Debit Fraud Adjustment - US	0.05%	$0.22	
Regulated Non-Incentive Consumer POS Debit Fraud Adjustment - US	0.05%	$0.22	
Regulated Commercial POS Debit with Fraud Adjustment - US	0.05%	$0.22	
Key Entered	1.89%	$0.10	Consumer, Enhanced, World, and World Elite cards at a non-T&E Merchant. Face-to-Face / Signature Obtained / Electronically Authorized. World & World Elite transactions at Restaurants (5812) are not eligible for this program. Authorization and settlement amounts can differ up to 10%. Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814). T&E (3000-3999, 4112, 4411, 4511, 7011, 7512, 7513, 7519), Automated Fuel Dispenser (5542), Real Estate Agents & Managers (6513), Insurance (5960, 6300), Utilities (4900), Travel Agencies (4722), Telecommunications (4812, 4814), Cable / Satellite (4899), Barber & Beauty Shops (7230), and Mail / Telephone Order (5962, 5964, 5965, 5966, 5967, 5968, 5969) not eligible for this program. Maximum 2 days to deposit & settle.
Key Entered Enhanced	2.04%	$0.10	
World Key Entered	2.05%	$0.10	
High Value Key Entered	2.50%	$0.10	
World Elite Key Entered	2.50%	$0.10	
Key Entered Debit	1.60%	$0.15	
Key Entered Prepaid	1.76%	$0.20	
Merit I	1.89%	$0.10	Consumer, Enhanced, World, and World Elite cards. Magnetic swipe not required / Electronically Authorized / does not meet Key-Entered or Lodging & Auto Rental requirements. E-Commerce, Mail or Phone order. Airlines (3000-3299, 4511) and Passenger Railways (4112) transactions require general ticket information. Authorization and settlement amounts can differ up to 10% (up to 25% for Beauty & Barber Shops - 7230 for transactions up to $25). Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), Lodging (3501-3999 or 7011), Vehicle Rental (3351-3500, 7512, 7513, 7519), Cruise Line / Steamship (4411), Limousines & Taxis (4121), non face-to-face transactions (mail order and phone order), and E-Commerce transactions if all E-Commerce indicators present. Utilities (4900), Insurance (5960, 6300), and Real Estate Agents & Managers (6513) not eligible for this program. World and World Elite transactions at Restaurants (5812), Airlines (3000-3299, 4511), Passenger Railways (4112), Lodging (3501-3999, 7011), Vehicle Rental (3351-3500, 7512, 7513, 7519), Cruise Lines / Steamships (4411), Travel Agencies (4722) not eligible for this program. Non face-to-face and E-Commerce transactions with all E-Commerce identifiers are exempt from timeliness edits. Maximum days to deposit & settle is 9 days for Airlines (3000-3299, 4511), 3 days for all other merchants.
Merit I Enhanced	2.04%	$0.10	
World Merit I	2.05%	$0.10	
High Value Merit I	2.50%	$0.10	
World Elite Merit I	2.50%	$0.10	
Merit I Debit	1.60%	$0.15	
Merit I Prepaid	1.76%	$0.20	
Small Ticket Debit	1.55%	$0.04	Consumer Debit cards. Transaction amount $15.00 or less / Magnetic stripe read unless initiated via transponder / Electronically Authorized. Eligible Merchants: Commuter Transport (4111), Limousines & Taxis (4121), Bus Lines (4131), Bridge & Road Fees / Tolls (4784), Variety Stores (5331), Convenience Stores (5499), Restaurants (5812), Fast Food (5814), News Dealers / Newsstands (5994), Laundry Services - Family & Commercial (7211), Dry Cleaners (7216), Quick Copy - Reproduction & Blueprinting Services (7338), Parking Lots and Garages (7523), Car Washes (7542), Motion Picture Theatres (7832), Videotape Rental Stores (7841), and Postal Services - Government (9402). Authorization and settlement amounts can differ up to 10%. Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), and Limousines & Taxis (4121). Maximum 2 days to deposit & settle.
Regulated Consumer POS Debit Small Ticket	0.05%	$0.22	Regulated Consumer and Commercial Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. Rate Indicator value identified by Issuers and Card Organizations of S (Regulated Small Ticket Base). Transaction amount $10.00 or less / Card Present / Electronically Authorized. Eligible Merchants: Fast Food Restaurants (5814) and Videotape Rental Stores (7841). Authorization and settlement amounts do not have to match. Maximum 2 days to deposit & settle.
Regulated Commercial POS Debit Small Ticket	0.05%	$0.22	
Restaurant Debit	1.19%	$0.10	Consumer Debit cards. Magnetic Stripe read unless initiated via transponder / Electronically Authorized. Authorization and settlement amounts do not have to match. Eligible Merchants: Fast Food (5814) and Restaurants (5812). Transaction amount $60.00 or less for Restaurants (5812). Maximum 2 days to deposit & settle.

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

Program Rate Category	Rates: Fee Per Sales $	Rates: Per Item	Transaction Qualification Information
World Restaurant	1.73%	$0.10	World and World Elite cards. Magnetic Stripe read / Electronically Authorized / Transactions amount $60.00 or less. Authorization and settlement amounts do not have to match. Eligible Merchants: Restaurants (5812). Maximum 2 days to deposit & settle.
High Value Restaurant	2.20%	$0.10	
World Elite Restaurant	2.20%	$0.10	
Convenience Purchase	1.90%	$0.00	Consumer, Enhanced, World, and World Elite cards. Magnetic Stripe read unless initiated via transponder / Electronically Authorized. Eligible Merchants: Fast Food (5814), Convenience Stores (5499), Movie Theaters (7832), Limousines and Taxis (4121), and Variety Stores (5331). Transaction amount $25.00 or less for Limousines and Taxis (4121). Authorization and settlement amounts can differ up to 10%. Authorization and settlement amounts do not have to match for Fast Food (5814) and Limousines & Taxis (4121). Service Stations (5541) and Automated Fuel Dispenser (5542) not eligible for this program. Maximum 2 days to deposit & settle.
Convenience Purchase Enhanced	1.90%	$0.00	
World Convenience Purchase	2.00%	$0.00	
High Value Convenience Purchase	2.00%	$0.00	
World Elite Convenience Purchase	2.00%	$0.00	
Emerging Markets Debit	0.80%	$0.25	Consumer Debit cards. Magnetic Swipe not required / Electronically Authorized. Eligible Merchants: Transportation (4111), Cable / Satellite / Other Pay Television / Radio Stations (4899), Court Costs (9211), Fines (9222), Bail / Bond Payments (9223), Tax Payments (9311), Government Services (9399), Schools - Elementary & Secondary (8211), Colleges / Universities / Professional Schools / Junior Colleges (8220), Schools and Educational Services not elsewhere classified (8299), Direct Marketing Insurance Services (5960), Insurance Sales, Underwriting and Premiums (6300), Bridges & Road Fees / Tolls (4784), Postal Services - Government (9402), and Passenger Railways (4112). Authorization and settlement amounts can differ up to 10%. Authorization and settlement amounts do not have to match for Passenger Railways (4112). Maximum 3 days to deposit & settle.
Merit I – Real Estate	1.10%	$0.00	Consumer, Enhanced, World, and World Elite cards. Magnetic swipe not required / Electronically Authorized / does not meet Key-Entered requirements. E-Commerce, Mail or Phone order. Authorization and settlement amounts can differ up to 10%. Authorization and settlement amounts do not have to match for non face-to-face (mail order and phone order) and E-Commerce transactions if all E-Commerce indicators present. Eligible Merchants: Real Estate Agents and Managers – Rentals (6513). Non face-to-face and E-Commerce transactions with all E-Commerce identifiers are exempt from timeliness edits. Maximum 3 days to deposit & settle.
Merit I Enhanced – Real Estate	1.10%	$0.00	
World Merit I – Real Estate	1.10%	$0.00	
High Value Merit I – Real Estate	2.20%	$0.10	
World Elite Merit I – Real Estate	2.20%	$0.10	
Merit I – Real Estate Debit	1.10%	$0.00	
Merit I – Insurance	1.43%	$0.05	Consumer, Enhanced, World, and World Elite cards. Magnetic swipe not required / Electronically Authorized / does not meet Key-Entered requirements. E-Commerce, Mail or Phone order. Authorization and settlement amounts can differ up to 10%. Authorization and settlement amounts do not have to match for non face-to-face (mail order and phone order) and E-Commerce transactions if all E-Commerce indicators present. Eligible Merchants: Direct Marketing Insurance Services (5960) and Insurance Sales, Underwriting, and Premiums (6300). Non face-to-face and E-Commerce transactions with all E-Commerce identifiers are exempt from timeliness edits. Maximum 3 days to deposit & settle.
Merit I Enhanced – Insurance	1.43%	$0.05	
World Merit I – Insurance	1.43%	$0.05	
High Value Merit I – Insurance	2.20%	$0.10	
World Elite Merit I – Insurance	2.20%	$0.10	
Supermarket	1.48%	$0.10	Consumer, Enhanced, World, and World Elite cards. Face-to-Face / Magnetic Stripe Read / Signature Obtained / Authorized. Authorization and settlement amounts can differ up to 10%. Cap of $0.35 on consumer debit transactions only. Eligible Merchants: Supermarket (5411). Maximum 2 days to deposit & settle.
Supermarket Enhanced	1.48%	$0.10	
World Supermarket	1.58%	$0.10	
High Value Supermarket	1.90%	$0.10	
World Elite Supermarket	1.90%	$0.10	
Supermarket Debit	1.05%	$0.15	
Public Sector	1.55%	$0.10	Consumer, Enhanced, World and World Elite cards. Magnetic Swipe not required / Electronically Authorized. Eligible Merchants: Court Costs & Alimony and Child Support (9211), Fines (9222), Bail and Bond Payments (9223), Tax Payments (9311), Government Services (9399), Transportation - Suburban & Local Commuter (4111), Bridges & Road Fees / Tolls (4784), Postal Services - Government (9402), and Passenger Railways (4112). Authorization and settlement amounts can differ up to 10%. Authorization and settlement amounts do not have to match for Passenger Railways (4112). Maximum 3 days to deposit & settle.
Public Sector Enhanced	1.55%	$0.10	
World Public Sector	1.55%	$0.10	
High Value Public Sector	1.55%	$0.10	
World Elite Public Sector	1.55%	$0.10	
Standard	2.95%	$0.10	Consumer, Enhanced, World, and World Elite cards. Authorization required. Maximum 30 days to deposit & settle.
Standard Enhanced	2.95%	$0.10	
World Standard	2.95%	$0.10	
High Value Standard	3.25%	$0.10	
World Elite Standard	3.25%	$0.10	
Standard Debit	1.90%	$0.25	
World T&E	2.30%	$0.10	World and World Elite cards. Magnetic Swipe not required / Electronically Authorized. Eligible Merchants: Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999 or 7011), Travel Agencies (4722), Cruise Line / Steamship (4411) and Restaurants (5812). World Elite transactions at Airlines (3000-3299, 4511) are not eligible for this program. Authorization and settlement amounts do not have to match. Airline, Vehicle Rental, and Lodging transactions must be accompanied by a Passenger Transport, Vehicle Rental, or Lodging addendum record, respectively. Maximum 3 days to deposit & settle.
High Value T&E	2.75%	$0.10	
World Elite T&E	2.75%	$0.10	
High Value T&E Large Ticket	2.00%	$0.00	High Value World and World Elite cards. Eligible Merchants: Airlines (3000-3299 or 4511), Automobile / Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999 or 7011), Cruise Line / Steamship (4411), Travel Agencies (4722), and Restaurants (5812). Magnetic Swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Transaction amount $2,500 or greater. Airline, Vehicle Rental, and Lodging transactions must be accompanied by a Passenger Transport, Vehicle Rental, or Lodging addendum record, respectively. Maximum of 3 days to deposit and settle.
World Elite T&E Large Ticket	2.00%	$0.00	
Petroleum CAT / AFD Debit	0.70%	$0.17	Consumer Debit cards. Transaction at Cardholder Activated Terminal or Automated Fuel Dispenser. Electronically Authorized. Magnetic Stripe read unless initiated via transponder or completion authorization advice with the total amount spent by the cardholder is submitted within 60 minutes of the authorization for Automated Fuel Dispenser (5542) merchants. CAT level indicator of 1 or 2 must be present. Eligible Merchants: Automated Fuel Dispenser (5542). Cap of $0.95. Maximum 2 days to deposit & settle.

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
Petroleum Service Station Debit	0.70%	$0.17	Consumer Debit cards. Magnetic Stripe read unless initiated via transponder / Electronically Authorized. Eligible Merchants: Service Station (5541). Cap of $0.95. Maximum 2 days to deposit & settle.
Petroleum	1.90%	$0.00	Consumer, Enhanced, World, and World Elite cards. Eligible Merchants: Service Stations (5541) and Automated Fuel Dispenser (5542). Electronically Authorize. Magnetic Stripe read unless initiated via transponder or completion authorization advice with the total amount spent by the cardholder is submitted within 60 minutes of the authorization for Automated Fuel Dispenser (5542) merchants. Cap of $0.95. Maximum 2 days to deposit & settle.
Petroleum Enhanced	1.90%	$0.00	
World Petroleum	2.00%	$0.00	
High Value Petroleum	2.00%	$0.00	
World Elite Petroleum	2.00%	$0.00	
Passenger Transport	1.75%	$0.10	Consumer and Enhanced cards. Eligible Merchants: Airlines (3000-3299, 4511). Magnetic Swipe read not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Additional addendum data required, including Passenger Name, Ticket Number, Issuing Carrier and Itinerary Data in Settlement. Maximum 9 days to deposit & settle.
Passenger Transport Enhanced	1.90%	$0.10	
Passenger Transport Debit	1.60%	$0.15	
High Value Airline	2.30%	$0.10	High Value World and World Elite cards. Eligible Merchants: Airlines (3000-3299, 4511). Magnetic swipe read not required / Authorized. Airlines / Passenger transport detail – General Ticket data (Passenger Name, Ticket Number, and Issuing Carrier), Trip Leg data (Travel date, Carrier Code, Service Class Code, City of origin / Airport code, City of destination / Airport code). Authorization and settlement amounts do not have to match. Maximum 3 days to deposit & settle.
World Elite Airline	2.30%	$0.10	
Full UCAF	1.68%	$0.10	Consumer, Enhanced, World, and World Elite cards and Online Checkout Service transactions. Magnetic swipe not required / Electronically Authorized. Merchant must support SecureCode software. Terminal type must indicate Electronic Commerce Transactions and merchant and issuer's participation in MasterCard UCAF. UCAF indicator of 2 must be present. Must have valid Security level indicator / Security Protocol and Cardholder Authentication in authorization. T&E merchants require addendum data. Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Cruise Lines (4411), Utilities (4900), and Automated Fuel Dispensers (5542) not eligible for this program. Debit transactions at Insurance (5960, 6300) and World and World Elite transactions at Airlines (3000-3299, 4511), Passenger Railways (4112), Restaurants (5812), and Travel Agencies (4722) not eligible for this program. E-Commerce transactions with all E-Commerce indicators are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Full UCAF Enhanced	1.83%	$0.10	
World Full UCAF	1.87%	$0.10	
High Value Full UCAF	2.30%	$0.10	
World Elite Full UCAF	2.30%	$0.10	
Full UCAF Debit	1.15%	$0.15	
Merchant UCAF	1.58%	$0.10	Consumer, Enhanced, World, and World Elite cards and Online Checkout Service transactions. Magnetic swipe not required / Electronically Authorized. Merchant must use SecureCode software. Terminal type must indicate Electronic Commerce Transactions and merchant's participation in MasterCard UCAF. UCAF indicator of 1 must be present. Must have valid Security level indicator / Security protocol and Cardholder Authentication in authorization. T&E merchants require addendum data. Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Cruise Lines (4411), Utilities (4900), and Automated Fuel Dispensers (5542) not eligible for this program. Debit transactions at Insurance (5960, 6300) and Real Estate Agents & Managers (6513) and World and World Elite transactions at Airlines (3000-3299, 4511), Passenger Railways (4112), Restaurants (5812), and Travel Agencies (4722) not eligible for this program. E-Commerce transactions with all E-Commerce indicators are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Merchant UCAF Enhanced	1.73%	$0.10	
World Merchant UCAF	1.77%	$0.10	
High Value Merchant UCAF	2.20%	$0.10	
World Elite Merchant UCAF	2.20%	$0.10	
Merchant UCAF Debit	1.05%	$0.15	
Lodging & Auto Rental	1.58%	$0.10	Consumer and Enhanced cards. Magnetic swipe not required / Electronically Authorized. Requires enriched data fields in authorization and settlement. Transactions must include mandatory fields of Vehicle Rental (Rental Agreement Number, Renter Name, Rental Return Address, Rental Return Date, Rental Check-out Date, Customer Service Phone Number) or Lodging Addendum record (Arrival Date, Departure Date, Folio Number, Property Phone Number, Customer Service Phone Number). Authorization and settlement amounts do not have to match. Eligible Merchants: Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), and Cruise Lines (4411). Maximum 2 days to deposit & settle.
Lodging & Auto Rental Enhanced	1.80%	$0.10	
Lodging & Auto Rental Debit	1.15%	$0.15	
Service Industries	1.15%	$0.05	Consumer, Enhanced, World, and World Elite cards. Requires a recurring payment transaction. Cardholder must not be present and authorization request must have value of 4 in Point of Sale data. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amounts can differ up to 10%. Eligible Merchants: Phone Service (4814) and Cable TV / Satellite (4899). Maximum 2 days to deposit & settle.
Service Industries Enhanced	1.15%	$0.05	
World Service Industries	1.15%	$0.05	
High Value Service Industries	1.15%	$0.05	
World Elite Service Industries	1.15%	$0.05	
Services Industries Debit	1.15%	$0.05	
Warehouse Club	0.90%	$0.00	Consumer, Enhanced, World, and World Elite cards. Also applies to MasterCard Business, Corporate, Purchase and Fleet cards. Driver Number, Vehicle Number, Motor Fuel Service Type, Motor Fuel information, and Odometer Reading must match in authorization and settlement for Fleet card transactions. Eligible Merchants: Wholesale Clubs (5300), Service Stations (5541) and Automated Fuel Dispensers (5542). Magnetic swipe not required on credit and Automated Fuel Dispensers (5542) transactions only / Electronically Authorized. Merchants in MCC 5300 must have: 1) at least $1 billion in annual MasterCard volume and 2) a club membership program that allows merchant customers who enroll special access to the retail facilities or discounted pricing on products. Authorization and clearing amounts can differ up to 10% for Wholesale Clubs (5300). Authorization and settlement amounts do not have to match for Service Stations (5541), Automated Fuel Dispensers (5542), non face-to-face transactions, and E-Commerce transactions with all E-Commerce indicators. Cap of $0.35 for debit transactions. Non face-to-face and E-Commerce transactions with all E-Commerce identifiers are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Warehouse Club Enhanced	0.90%	$0.00	
World Warehouse Club	0.90%	$0.00	
High Value Warehouse Club	0.90%	$0.00	
World Elite Warehouse Club	0.90%	$0.00	
Warehouse Club Debit	1.05%	$0.15	
Utilities	0.00%	$0.65	Consumer, Enhanced, World, World Elite, Business, Business World, and Business World Elite cards. Registration not required. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amounts can differ up to 10%. Eligible merchant: Utilities (4900). Cable, Satellite, TV and Radio (4899) and Telecommunications (4812) merchants are not eligible for this program. Maximum 2 days to deposit & settle.
Utilities Enhanced	0.00%	$0.65	
Utilities World	0.00%	$0.65	
Utilities High Value	0.00%	$0.75	
Utilities World Elite	0.00%	$0.75	
Utilities Debit	0.00%	$0.45	
Utilities Business	0.00%	$1.50	
Utilities Business Enhanced	0.00%	$1.50	
Utilities Business World	0.00%	$1.50	
Utilities Business World Elite	0.00%	$1.50	
Utilities Prepaid	0.00%	$0.65	

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
Payment	0.19%	$0.53	Consumer cards. Magnetic Stripe Read not required / Electronically Authorized. Authorization and settlement amounts do not match. Eligible Merchants: Payment Service Provider - Member Financial Institution (6532) and Payment Service Provider - Merchant (6533).
Payment Debit	0.19%	$0.53	
Corporate Payment	0.19%	$0.53	Business, Corporate, Purchasing, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Magnetic Stripe Read / Electronically Authorized. Authorization and settlement amounts do not match. Eligible Merchants: Payment Service Provider - Member Financial Institution (6532) and Payment Service Provider - Merchant (6533). Maximum 3 days to deposit and settle.
Corporate World Payment	0.19%	$0.53	
Corporate World Elite Payment	0.19%	$0.53	
Business World Payment	0.19%	$0.53	
Business World Elite Payment	0.19%	$0.53	
Electronic Payment Account	0.19%	$0.53	Electronic Payment Account. Magnetic swipe not required / Authorization required. Authorization and settlement amounts do not have to match. Must include the actual Payment Reference Number, Tax Amount, and Customer Code (when provided by customer). Eligible Merchants: Cruise Lines (4411), Bars (5813), Fast Food (5814), Mail / Telephone Order (5960, 5962, 5964, 5965, 5966, 5967, 5968, 5969), Supermarkets (5411), Telephone (4813, 4814), and Warehouse Club (5300). Maximum 3 days to deposit & settle.
Corporate Large Ticket 1	1.35%	$40.00	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Magnetic Swipe read required only for Fleet card transactions at fuel locations / Electronically Authorized. Transaction amount greater than $7,255 and less than $25,000. Provide Tax Amount, Customer Code (when provided by customer), Corporate line item transaction detail (Product Code, Item Description, Item Quantity, Item Unit of Measure, Extended Item Amount, Debit or Credit Indicator). Fleet card transactions (at fuel locations) for fuel and non-fuel purchases must provide transaction information addendum. ID Number, Driver Number, and Vehicle Number must match in authorization and clearing for Fleet card transactions. Authorization and settlement amounts can differ up to 25%. Authorization and settlement amounts do not have to match for Cruise Lines (4411), Automated Fuel Dispensers (5542), Bars (5813), Fast Food (5814), and E-Commerce transactions with all E-Commerce indicators. Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Passenger Railways (4112), and Restaurants (5812) merchants are not eligible for this program. Non face-to-face and E-Commerce transactions with all E-Commerce indicators are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Corporate World Large Ticket 1	1.35%	$40.00	
Corp World Elite Large Ticket 1	1.35%	$40.00	
Business Large Ticket 1	1.25%	$40.00	
Purchasing Large Ticket 1	1.35%	$40.00	
Fleet Large Ticket 1	1.25%	$40.00	
Business Enhanced Large Ticket 1	1.37%	$40.00	
Business World Large Ticket 1	1.42%	$40.00	
Business World Elite Large Ticket 1	1.47%	$40.00	
Corporate Large Ticket 2	1.35%	$40.00	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Magnetic Swipe read required only for Fleet card transactions at fuel locations / Electronically Authorized. Transaction amount greater than $25,000 and less than $100,000. Provide Tax Amount, Customer Code (when provided by customer), Corporate line item transaction detail (Product Code, Item Description, Item Quantity, Item Unit of Measure, Extended Item Amount, Debit or Credit Indicator). Fleet card transactions (at fuel locations) for fuel and non-fuel purchases must provide transaction information addendum. ID Number, Driver Number, and Vehicle Number must match in authorization and clearing for Fleet card transactions. Authorization and settlement amounts can differ up to 25%. Authorization and settlement amounts do not have to match for Cruise Lines (4411), Automated Fuel Dispensers (5542), Bars (5813), Fast Food (5814), and E-Commerce transactions with all E-Commerce indicators. Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Passenger Railway (4112), and Restaurants (5812) merchants are not eligible for this program. Non face-to-face and E-Commerce transactions with all E-Commerce indicators are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Corporate World Large Ticket 2	1.35%	$40.00	
Corp World Elite Large Ticket 2	1.35%	$40.00	
Business Large Ticket 2	1.25%	$40.00	
Purchasing Large Ticket 2	1.35%	$40.00	
Fleet Large Ticket 2	1.25%	$40.00	
Bus Enhanced Large Ticket 2	1.37%	$40.00	
Business World Large Ticket 2	1.42%	$40.00	
Bus World Elite Large Ticket 2	1.47%	$40.00	
Corporate Large Ticket 3	1.35%	$40.00	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Magnetic Swipe read required only for Fleet card transactions at fuel locations / Electronically Authorized. Transaction amount greater than $100,000. Provide Tax Amount, Customer Code (when provided by customer), Corporate line item transaction detail (Product Code, Item Description, Item Quantity, Item Unit of Measure, Extended Item Amount, Debit or Credit Indicator). Fleet card transactions (at fuel locations) for fuel and non-fuel purchases must provide transaction information addendum. ID Number, Driver Number, and Vehicle Number must match in authorization and clearing for Fleet card transactions. Authorization and settlement amounts can differ up to 25%. Authorization and settlement amounts do not have to match for Cruise Lines (4411), Automated Fuel Dispensers (5542), Bars (5813), Fast Food (5814), and E-Commerce transactions with all E-Commerce indicators. Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Passenger Railway (4112), and Restaurants (5812) merchants are not eligible for this program. Non face-to-face and E-Commerce transactions with all E-Commerce indicators are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Corporate World Large Ticket 3	1.35%	$40.00	
Corp World Elite Large Ticket 3	1.35%	$40.00	
Business Large Ticket 3	1.25%	$40.00	
Purchasing Large Ticket 3	1.35%	$40.00	
Fleet Large Ticket 3	1.25%	$40.00	
Bus Enhanced Large Ticket 3	1.37%	$40.00	
Business World Large Ticket 3	1.42%	$40.00	
Bus World Elite Large Ticket 3	1.47%	$40.00	
Corporate Face to Face	2.10%	$0.10	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Face to Face / Magnetic Stripe Read / Signature Obtained / Electronically Authorized. Transactions at non-fuel locations must provide Tax Amount & Customer Code (when provided by customer). Tax Amount must be between 0.1% to 30% of the sales amount, except for Transportation - Suburban & Local Commuter Passenger (4111), Bus Lines (4131), Courier Services (4215), Marinas (4468), Bridge & Road Fees / Tolls (4784), Service Stations (5541), Convenience Stores (5499), Fuel Dealers (5983), Schools (8211), Colleges / Universities / Professional Schools (8220), Charitable Organizations (8398), Religious Organizations (8661), Court Costs / Alimony / Child Support (9211), Fines (9222), Tax Payments (9311), Government Services (9399), Postal Services - Government (9402), and UK Petrol Stations (9752). Authorization and settlement amounts can differ up to 10% (up to 25% for Barber & Beauty Shops - 7230). Authorization and settlement amounts do not have to match for Cruise Lines (4411), Limousines & Taxis (4121), Bars (5813), and Fast Food (5814). Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Passenger Railways (4112), Automated Fuel Dispenser (5542), Restaurants (5812), and Mail / Phone Order (5960, 5962, 5964-5969) merchants are not eligible for this program. MasterCard Corporate Fleet card at fuel locations are not eligible for this program. Non face-to-face and E-Commerce transactions with all E-Commerce indicators are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Corporate World Face to Face	2.10%	$0.10	
Corp World Elite Face to Face	2.10%	$0.10	
Business Face to Face	2.20%	$0.10	
Purchasing Face to Face	2.10%	$0.10	
Fleet Face to Face	2.50%	$0.10	
Business Enhanced Face to Face	2.32%	$0.10	
Business World Face to Face	2.37%	$0.10	
Business World Elite Face to Face	2.42%	$0.10	

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
Corp Face to Face Petroleum	2.05%	$0.10	Corporate, Corporate World, Corporate World Elite, Business, Business World, Business World Elite, Purchasing, and Fleet cards. Face to Face / Magnetic Stripe Read / Signature Obtained / Electronically Authorized. Transactions at non-fuel locations must provide Tax Amount & Customer Code (when provided by customer). Eligible Merchants: Marinas (4468), Service Stations (5541), Automated Fuel Dispenser (5542), Convenience Stores (5499), Fuel Dealers (5983), U.K. Petro (9752). Authorization and settlement amounts can differ up to 10%. Authorization and settlement amounts do not have to match for Automated Fuel Dispensers (5542). Non face-to-face and E-Commerce transactions with all E-Commerce indicators are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Bus Enhanced F2F Petroleum	2.17%	$0.10	
Bus World Face to Face Petroleum	2.22%	$0.10	
Bus World Elite F2F Petroleum	2.27%	$0.10	
Corporate Data Rate I	2.65%	$0.10	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite, and Electronic Payment Account cards. Magnetic Swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Corporate Fleet card (at fuel locations) for fuel and non-fuel purchases provide transaction information addendum. Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Passenger Railways (4112), and Restaurants (5812) merchants are not eligible for this program. Maximum 3 days to deposit & settle.
Corporate World Data Rate I	2.65%	$0.10	
Corporate World Elite Data Rate I	2.65%	$0.10	
Business Enhanced Data Rate I	2.77%	$0.10	
Business World Data Rate I	2.82%	$0.10	
Business World Elite Data Rate I	2.87%	$0.10	
Corporate Data Rate II	2.10%	$0.10	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite, and Electronic Payment Account cards. Magnetic Swipe required only for Fleet card transactions at fuel locations / Electronically Authorized. Authorization and settlement amounts do not have to match. Provide Tax Amount & Customer Code (when provided by customer) for all Business & Corporate card transactions and for Purchasing and Fleet card transactions at non-fuel locations. Tax Amount must be between 0.1% to 30% of the sales amount, except for Transportation - Suburban & Local Commuter Passenger (4111), Bus Lines (4131), Courier Services (4215), Marinas (4468), Bridge & Road Fees / Tolls (4784), Service Stations (5541), Automated Fuel Dispensers (5542), Convenience Stores (5499), Fuel Dealers (5983), Schools (8211), Colleges / Universities / Professional Schools (8220), Charitable Organizations (8398), Religious Organizations (8661), Court Costs / Alimony / Child Support (9211), Fines (9222), Tax Payments (9311), Government Services (9399), Postal Services - Government (9402), and UK Petrol Stations (9752). Corporate Fleet card (at fuel locations) for fuel and non-fuel purchases provide transaction information addendum. Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Passenger Railway (4112), and Restaurants (5812) merchants are not eligible for this program. Non face-to-face transactions are exempt from timeliness edits. Maximum 3 days to deposit & settle.
Corporate World Data Rate II	2.10%	$0.10	
Corp World Elite Data Rate II	2.10%	$0.10	
Business Data Rate II	2.20%	$0.10	
Purchasing Data Rate II	2.10%	$0.10	
Fleet Data Rate II	2.50%	$0.10	
Business Enhanced Data Rate II	2.32%	$0.10	
Business World Data Rate II	2.37%	$0.10	
Business World Elite Data Rate II	2.42%	$0.10	
Commercial Data Rate II Petroleum	2.05%	$0.10	Corporate, Corporate World, Corporate World Elite, Business, Business World, Business World Elite, Purchasing, and Fleet cards. Magnetic Swipe required only for Fleet card transactions at fuel locations / Electronically Authorized. Authorization and settlement amounts do not have to match. Provide Tax Amount and Customer Code (when provided by customer) for all Business & Corporate card transactions and for Purchasing and Fleet card transactions at non-fuel locations. Eligible Merchants: Marinas (4468), Service Stations (5541), Automated Fuel Dispenser (5542), Convenience Stores (5499), Fuel Dealers (5983), U.K. Petro (9752). Non face-to-face transactions are exempt from timeliness edits. Maximum 3 days to deposit & settle.
Bus Enhanced DR II Petroleum	2.17%	$0.10	
Business World DR II Petroleum	2.22%	$0.10	
Bus World Elite DR II Petroleum	2.27%	$0.10	
Corporate Data Rate III	1.90%	$0.10	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Magnetic Swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Provide Tax Amount, Customer Code (when provided by customer), Corporate line item transaction detail (Product Code, Item Description, Item Quantity, Item Unit of Measure, Extended Item Amount, Debit or Credit Indicator) for all Business & Corporate card transactions and for Purchasing and Fleet card transactions at non-fuel locations. MasterCard Corporate Fleet card at fuel locations are not eligible for this program. Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Passenger Railways (4112), and Restaurants (5812) merchants are not eligible for this program. Maximum 3 days to deposit & settle.
Corporate World Data Rate III	1.90%	$0.10	
Corp World Elite Data Rate III	1.90%	$0.10	
Business Data Rate III	1.80%	$0.10	
Purchasing Data Rate III	1.90%	$0.10	
Fleet Data Rate III	1.80%	$0.10	
Business Enhanced Data Rate III	1.92%	$0.10	
Business World Data Rate III	1.97%	$0.10	
Bus World Elite Data Rate III	2.02%	$0.10	
Corporate T&E I	2.50%	$0.00	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Magnetic Swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Eligible Merchants: Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Passenger Railways (4112), Restaurants (5812). Airline & Passenger Railway require additional General ticket data. Lodging requires Lodging Summary addendum data. Maximum days to deposit & settle is 9 days for Airlines (3000-3299, 4511), 3 days for all other merchants.
Corporate World T&E I	2.50%	$0.00	
Corporate World Elite T&E I	2.50%	$0.00	
Business T&E I	2.50%	$0.00	
Purchasing T&E I	2.65%	$0.00	
Fleet T&E I	2.70%	$0.00	
Business Enhanced T&E I	2.62%	$0.00	
Business World T&E I	2.67%	$0.00	
Business World Elite T&E I	2.72%	$0.00	

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
Corporate T&E II	2.35%	$0.10	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Magnetic Swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Eligible Merchants: Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), and Passenger Railways (4112). Airline & Passenger Railway require additional General Ticket, Trip Leg, or Rail data. Vehicle Rental require Rental Detail data. Lodging requires Lodging summary addendum data. Maximum days to deposit & settle is 9 days for Airlines (3000-3299, 4511), 3 days for all other merchants.
Corporate World T&E II	2.35%	$0.10	
Corporate World Elite T&E II	2.35%	$0.10	
Business T&E II	2.35%	$0.10	
Purchasing T&E II	2.50%	$0.10	
Fleet T&E II	2.55%	$0.10	
Business Enhanced T&E II	2.47%	$0.10	
Business World T&E II	2.52%	$0.10	
Business World Elite T&E II	2.57%	$0.10	
Corporate T&E III	2.30%	$0.10	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite cards. Magnetic Swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Eligible Merchants: Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), and Passenger Railways (4112). Airline & Passenger Railways require additional General Ticket, Trip Leg, or Rail data. Vehicle Rental require Rental Detail data. Lodging requires Lodging summary addendum data. Maximum days to deposit & settle is 9 days for Airlines (3000-3299, 4511), 3 days for all other merchants.
Corporate World T&E III	2.30%	$0.10	
Corporate World Elite T&E III	2.30%	$0.10	
Business T&E III	2.30%	$0.10	
Purchasing T&E III	2.45%	$0.10	
Fleet T&E III	2.50%	$0.10	
Business Enhanced T&E III	2.42%	$0.10	
Business World T&E III	2.47%	$0.10	
Business World Elite T&E III	2.52%	$0.10	
Corporate World Warehouse	0.90%	$0.00	Consumer, Enhanced, World, and World Elite cards. Also applies to MasterCard Business, Corporate, Purchase and Fleet cards. Driver Number, Vehicle Number, Motor Fuel Service Type, Motor Fuel Information, and Odometer Reading must match in authorization and settlement for Fleet card transactions. Eligible Merchants: Wholesale Clubs (5300), Service Stations (5541) and Automated Fuel Dispensers (5542). Magnetic swipe not required on credit and Automated Fuel Dispensers (5542) transactions only / Electronically Authorized. Merchants in MCC 5300 must have: 1) at least $1 billion in annual MasterCard volume and 2) a club membership program that allows merchant customers who enroll special access to the retail facilities or discounted pricing on products. Authorization and clearing amounts can differ up to 10% for Wholesale Clubs (5300). Authorization and settlement amounts do not have to match for Service Stations (5541), Automated Fuel Dispensers (5542), non face-to-face transactions, and E-Commerce transactions with all E-Commerce indicators. Cap of $0.35 for debit transactions. Non face-to-face and E-Commerce transactions with all E-Commerce identifiers are exempt from timeliness edits. Maximum 2 days to deposit & settle.
Corporate World Elite Warehouse	0.90%	$0.00	
Business Enhanced Warehouse	0.90%	$0.00	
Business World Warehouse	0.90%	$0.00	
Business World Elite Warehouse	0.90%	$0.00	
Corporate Standard	2.95%	$0.10	Business, Corporate, Purchasing, Fleet, Corporate World, Corporate World Elite, Business World, Business World Elite, and Electronic Payment Account cards. Magnetic swipe not required / Authorization required. Maximum 30 days to deposit & settle.
Corporate World Standard	2.95%	$0.10	
Corp World Elite Standard	2.95%	$0.10	
Business Enhanced Standard	3.07%	$0.10	
Business World Standard	3.12%	$0.10	
Business World Elite Standard	3.17%	$0.10	
Interregional Electronic	1.65%	$0.00	Consumer cards issued in any region, Premium (Platinum and Titanium cards issued in the Asia Pacific, SAMEA, and LAC regions, Platinum cards issued in Europe, World Elite cards issued in Canada, and World cards issued in the U.S.), and Super Premium (World and Black cards issued in the Asia Pacific, Europe, LAC, and SAMEA regions, World Black Edition cards issued in Europe, and World Elite cards issued in the U.S., Asia Pacific, and SAMEA regions) where the country code of the merchant differs from the country code of the cardholder. Face-to-Face / Magnetic Stripe Read / Signature Obtained / Electronically Authorized. Key-entered transactions not eligible for this program. For Consumer cards only, authorization and settlement amounts can differ up to 10% (up to 25% for Beauty and Barber Shops - 7230 for transactions up to $25). Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), Lodging (3501-3999 or 7011), Vehicle Rental (3351-3500, 7512, 7513, 7519), Airlines (3000-3299, 4511), Cruise Line / Steamship (4411), and Passenger Railways (4112). Authorization and settlement amounts do not have to match for Platinum, World, World Elite, and Black transactions for all merchants. Automated Fuel Dispenser (5542) and Mail / Telephone Order (5960, 5962, 5964, 5965, 5966, 5967, 5968, 5969) merchants not eligible for this program. Maximum 5 days to deposit & settle. Rate includes the MasterCard Acquirer Program Support Fee.
Interregional Premium Electronic	2.40%	$0.00	
Interregional Super Premium Electronic	2.53%	$0.00	
Interregional Standard	2.15%	$0.00	Consumer cards issued in any region, Premium (Platinum and Titanium cards issued in the Asia Pacific, SAMEA, and LAC regions, Platinum cards issued in Europe, World Elite cards issued in Canada, and World cards issued in the U.S.), and Super Premium (World and Black cards issued in the Asia Pacific, Europe, LAC, and SAMEA regions, World Black Edition cards issued in Europe, and World Elite cards issued in the U.S., Asia Pacific, and SAMEA regions) where the country code of the merchant differs from the country code of the cardholder. Transaction date more than 5 days old. Maximum 30 days to deposit & settle. Rate includes the MasterCard Acquirer Program Support Fee.
Interregional Premium Standard	2.40%	$0.00	
I/R Super Premium Standard	2.53%	$0.00	
Interregional Electronic Consumer	1.65%	$0.00	Electronic Consumer Cards. Face-to-Face / Magnetic Stripe Read / Signature Obtained / Electronically Authorized. Key-entered transactions not eligible for this program. Authorization and settlement amounts can differ up to 10% (up to 25% for Beauty and Barber Shops - 7230 for transactions up to $25). Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), Lodging (3501-3999 or 7011), Vehicle Rental (3351-3500, 7512, 7513, 7519), Airlines (3000-3299, 4511), Cruise Line / Steamship (4411), and Passenger Railways, (4112). Automated Fuel Dispensers (5542) and Mail / Telephone Order (5960, 5962, 5964, 5965, 5966, 5967, 5968, 5969) not eligible for this program. Maximum 5 days to deposit & settle. Rate includes the MasterCard Acquirer Program Support Fee.

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
Interregional Electronic Corporate	2.40%	$0.00	Electronic Corporate Cards. Face-to-Face / Magnetic Stripe Read / Signature Obtained / Electronically Authorized. Authorization and settlement amounts do not have to match. Key-entered transactions and Automated Fuel Dispensers (5542) not eligible for this program. Maximum 30 days to deposit & settle. Rate includes the MasterCard Acquirer Program Support Fee.
Regulated Consumer POS Debit - US Territory	0.60%	$0.21	Regulated Consumer and Commercial Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. U.S. Territory issued cards at a U.S. merchant location or U.S. issued cards at a U.S. Territory location. U.S. Territories include American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and U.S. Virgin Islands. Issuer has NOT certified its fraud prevention procedures. Rate Indicator value identified by Issuers and Card Organizations of B (Base). Authorization required. Maximum 30 days to deposit & settle. Rate includes MasterCard Acquirer Program Support Fee.
Regulated Commercial POS Debit - US Territory	0.60%	$0.21	
Regulated Consumer POS Debit Fraud Adjustment - US Territory	0.60%	$0.22	Regulated Consumer and Commercial Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. U.S. Territory issued cards at a U.S. merchant location or U.S. issued cards at a U.S. Territory location. U.S. Territories include American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and U.S. Virgin Islands. Issuer has certified its fraud prevention procedures. Rate Indicator value identified by Issuers and Card Organizations of I (Base plus Fraud Adjustment). Authorization required. Maximum 30 days to deposit & settle. Rate includes MasterCard Acquirer Program Support Fee.
Regulated Commercial POS Debit Fraud Adjustment - US Territory	0.60%	$0.22	
Regulated Consumer POS Debit Small Ticket - US Territory	0.60%	$0.22	Regulated Consumer and Commercial Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. U.S. Territory issued cards at a U.S. merchant location or U.S. issued cards at a U.S. Territory location. U.S. Territories include American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and U.S. Virgin Islands. Rate Indicator value identified by Issuers and Card Organizations of S (Regulated Small Ticket Base). Transaction amount $10.00 or less / Card Present / Electronically Authorized. Eligible Merchants: Fast Food Restaurants (5814) and Videotape Rental Stores (7841). Authorization and settlement amounts do not have to match. Maximum 2 days to deposit & settle. Rate includes MasterCard Acquirer Program Support Fee.
Regulated Commercial POS Debit Small Ticket - US Territory	0.60%	$0.22	
Interregional Purchasing Data Rate II	2.25%	$0.00	Purchasing or Fleet Cards, and Electronic Payment Accounts (at non-fuel locations) issued in a foreign country. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Provide sales Tax Amount and Customer Code (when provided by the customer). Tax Amount must be between 0.1% to 30% of the sales amount, except for Marinas (4468), Service Stations (5541), Automated Fuel Dispensers (5542), Convenience Stores (5499), Fuel Dealers (5983), and UK Petrol Stations (9752). Maximum 5 days to deposit & settle. Rate includes the MasterCard Acquirer Program Support Fee.
Interregional Purchasing Large Ticket	1.45%	$30.00	Purchasing or Fleet Cards, and Electronic Payment Accounts issued in a foreign country. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Airlines (3000-3299, 4511), Vehicle Rental (3351-3500, 7512, 7513, 7519), Lodging (3501-3999, 7011), Passenger Railways (4112), and Restaurants (5812) not eligible for this program. Maximum 30 days to deposit & settle. Rate includes the MasterCard Acquirer Program Support Fee.
Interregional Purchasing	2.55%	$0.00	Purchasing or Fleet Cards, and Electronic Payment Accounts issued in a foreign country. Maximum 30 days to deposit & settle. Rate includes the MasterCard Acquirer Program Support Fee.
Interregional Corporate	2.55%	$0.00	Business, Corporate, and Premium Commercial (Platinum, World, World Elite, and Black) cards issued in a foreign country. Maximum 30 days to deposit & settle. Rate includes the MasterCard Acquirer Program Support Fee.
Interregional Premium Commercial	2.55%	$0.00	
Interregional UCAF – Full	2.09%	$0.00	Consumer cards issued in any region, Premium (Platinum and Titanium cards issued in the Asia Pacific, SAMEA, and LAC regions, Platinum cards issued in Europe, World Elite cards issued in Canada, and World cards issued in the U.S.), and Super Premium (World and Black cards issued in the Asia Pacific, Europe, LAC, and SAMEA regions, World Black Edition cards issued in Europe, and World Elite cards issued in the U.S., Asia Pacific, and SAMEA regions) where the country code of the merchant differs from the country code of the cardholder. Applies to all intra and inter regional transactions except for U.S. Region and Canada Region. Terminal type must indicate Electronic Commerce Transactions and merchant and issuer's participation in MasterCard UCAF. UCAF indicator of 2 must be present. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Maximum 5 days to deposit & settle. Rate includes the MasterCard Acquirer Program Support Fee.
Interregional Premium UCAF - Full	2.40%	$0.00	
I/R Super Premium UCAF - Full	2.53%	$0.00	
Interregional UCAF – Merchant	1.99%	$0.00	Consumer cards issued in any region, Premium (Platinum and Titanium cards issued in the Asia Pacific, SAMEA, and LAC regions, Platinum cards issued in Europe, World Elite cards issued in Canada, and World cards issued in the U.S.), and Super Premium (World and Black cards issued in the Asia Pacific, Europe, LAC, and SAMEA regions, World Black Edition cards issued in Europe, and World Elite cards issued in the U.S., Asia Pacific, and SAMEA regions) where the country code of the merchant differs from the country code of the cardholder. Applies to all intra and inter regional transactions except for U.S. Region and Canada Region. Terminal type must indicate Electronic Commerce Transactions and merchant's participation in MasterCard UCAF. UCAF indicator of 1 must be present. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Maximum 5 days to deposit & settle. Rate includes the MasterCard Acquirer Program Support Fee.
Interregional Premium UCAF - Merchant	2.40%	$0.00	
I/R Super Premium UCAF - Merch	2.53%	$0.00	
Interregional Payment	0.74%	$0.53	Consumer and Corporate cards only. Applies to all intra and inter regional transactions except for U.S. Region and Canada Region. Magnetic Stripe Read not required. Authorization and settlement amounts do not have to match. Eligible Merchants: Payment Service Provider - Member Financial Institution (6532) and Payment Service Provider - Merchant (6533). Maximum 30 days to deposit and settle. Rate includes the MasterCard Acquirer Program Support Fee.
Interregional Corporate Payment	0.74%	$0.53	
Assessments	0.11%	$0.00	Fee assessed on the gross dollar amount of all MasterCard transactions.
Assessments (>=$1,000)	0.02%	$0.00	Fee assessed on the gross dollar amount of MasterCard Consumer and Commercial credit transactions that are $1,000 or greater.
Account Status Inquiry Fee - Intraregional	0.00%	$0.025	Fee assessed on all Account Status Inquiry Service messages where the country code of the merchant is the same as the country code of the cardholder. Account Status Inquiry Service transactions must be submitted for $0 and are used to validate cardholder account numbers and other elements, such as CVC2 and AVS, prior to obtaining an actual authorization.
Account Status Inquiry Fee - Interregional	0.00%	$0.03	Fee assessed on all Account Status Inquiry Service messages where the country code of the merchant is different from the country code of the cardholder. Account Status Inquiry Service transactions must be submitted for $0 and are used to validate cardholder account numbers and other elements, such as CVC2 and AVS, prior to obtaining an actual authorization.
Processing Integrity Fee	0.00%	$0.055	Fee assessed on all MasterCard authorized transactions which are not followed by a matching MasterCard clearing transaction (or not reversed in the case of a cancelled transaction). Automated Fuel Dispensers (5542) not subject to this fee. Vehicle Rental (3351-3500, 7512), Lodging (3501-3999, 7011), and Cruise Line / Steamship (4411) will not be subject to this fee until October 2013. Rate includes additional $0.01 reporting cost from MasterCard for each transaction. Billed on a one month lag.
License Volume Fee	0.0050%	$0.00	Fee assessed on the gross dollar amount of all MasterCard transactions (credit and signature debit). Fee based on a good faith effort to recover and allocate among all customers MasterCard's annual fees for licensing and third party processing.

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

This Interchange Rate Schedule contains a summary of the primary qualification criteria established by Visa®, MasterCard®, and Discover® Network (sometimes referred to as Discover) for most interchange programs - it is not all inclusive. In the event of any ambiguity or conflict, the interchange requirements established by the Card Organizations (sometimes referred to as associations) will determine the interchange programs at which your transactions qualify. For a complete list, call the number on your merchant statement. Please note that Discover Network fees apply only to Discover transactions acquired by Bank of America Merchant Services. The primary qualification criteria and clearing requirements listed here for the various interchange levels supersedes any similar information provided on the Interchange Qualification Matrix ("IQM"); the IQM is no longer available and has not been provided to you, notwithstanding any provisions of our agreement with you (including any confirmation page) that reference the IQM or us having provided the IQM to you. For more information regarding your Rates and fees, please call Customer Service.

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
DISCOVER NETWORK			
Retail Core	1.56%	$0.10	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Card Present / Magnetic Stripe Read / Signature Obtained / Electronically Authorized. Authorization and settlement amount can differ up to 10% (up to 20% for Taxis & Limousines - 4121 and Beauty / Barber Shops - 7230). Authorization and settlement amounts do not have to match for Bars (5813) and Cruise Line / Steamship (4411), Utilities (4900), Real Estate (6513), Insurance (5960, 6300), Supermarkets / Warehouse Clubs (5300, 5411), Emerging Markets (4899, 5968, 5983, 6533, 8211, 8220, 8299, 8351, 8398), Public Services (4784, 9211, 9222, 9223, 9311, 9399, 9405), Petroleum (5541, 5542), Restaurants (5812, 5814), Hotels / Car Rentals (3351-3441, 3501-3999, 7011, 7012, 7512, 7513, 7519), Passenger Transport (3000-3299, 4112, 4511), Quasi Cash (4829, 6050, 6051, 7995), and High Risk (5962, 5966, 5967) merchants not eligible for this program. Maximum 2 days to deposit & settle.
Retail Debit	1.02%	$0.16	
Retail Rewards	1.71%	$0.10	
Retail Premium	1.71%	$0.10	
Retail Premium Plus	2.10%	$0.10	
PSL Regulated Incentive Cons Debit	0.05%	$0.21	Non-exempt (regulated) Consumer and Commercial Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. Issuer has NOT certified its fraud prevention procedures. Authorization required. Maximum 30 days to deposit & settle.
PSL MQ Regulated Incentive Consumer Debit	0.05%	$0.21	
Regulated Non-Incentive Cons Debit	0.05%	$0.21	
Regulated Incentive Comml Debit	0.05%	$0.21	
Regulated Non-Incentive Commercial Debit	0.05%	$0.21	
PSL Regulated Incentive Consumer Debit with Fraud Adjustment	0.05%	$0.22	Non-exempt (regulated) Consumer and Commercial Debit and Prepaid Cards identified by Issuers and Card Organizations as being subject to the June 29, 2011 Federal Reserve final rule on Debit Card interchange. Issuer has certified its fraud prevention procedures. Authorization required. Maximum 30 days to deposit & settle.
PSL MQ Regulated Incentive Cons Debit with Fraud Adjustment	0.05%	$0.22	
Regulated Non-Incentive Consumer Debit with Fraud Adjustment	0.05%	$0.22	
Regulated Incentive Commercial Debit with Fraud Adjustment	0.05%	$0.22	
Regulated Non-Incentive Comml Debit with Fraud Adjustment	0.05%	$0.22	
Restaurants Core	1.56%	$0.10	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Same requirements as Retail. Authorization and magnetic stripe required. Authorization and settlement amounts do not have to match. Eligible Merchants: Restaurants (5812) and (5814) Fast Food Restaurants. Maximum 2 days to deposit & settle.
Restaurants Debit	1.19%	$0.10	
Restaurants Rewards	1.90%	$0.10	
Restaurants Premium	2.20%	$0.10	
Restaurants Premium Plus	2.30%	$0.10	
Supermarket / Warehouse Core	1.40%	$0.05	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Same requirements as Retail. Authorization and magnetic stripe required. Authorization and settlement amounts can differ up to 10%. Cap of $0.36 for debit / prepaid transactions only. Eligible Merchants: Supermarket (5411) or Warehouse Club (5300). Maximum 2 days to deposit & settle.
Supermarket / Warehouse Debit	1.02%	$0.16	
Supermarket / Warehouse Rewards	1.65%	$0.05	
Supermarket / Warehouse Premium	1.65%	$0.05	
Supermarket / Whse Premium Plus	1.90%	$0.10	
Recurring Payments Core	1.20%	$0.05	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Magnetic Stripe read not required / Electronically Authorized. Recurring Billing, Installment, or Subscription indicator must be present. Authorization and settlement amounts can differ up to 10%. Eligible Merchants: Phone Service / Equip Utility (4814), Cable TV Services (4899), Utilities (4900), Subscription (5968), Health / Beauty Spas (7298), Member Clubs / Sport (7997), Child Care Services (8351), Charitable & Social Service Organizations (8398), Auto Assoc (8675), and Member Organizations (8699). Maximum 2 days to deposit & settle.
Recurring Payments Debit	1.20%	$0.05	
Recurring Payments Rewards	1.20%	$0.05	
Recurring Payments Premium	1.20%	$0.05	
Recurring Payments Premium Plus	1.80%	$0.05	
Real Estate Core	1.10%	$0.00	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amounts can differ up to 10%. Eligible Merchants: Real Estate Agents and Managers--Rentals (6513). Maximum 3 days to deposit & settle.
Real Estate Debit	1.10%	$0.00	
Real Estate Rewards	1.10%	$0.00	
Real Estate Premium	1.10%	$0.00	
Real Estate Premium Plus	2.30%	$0.10	

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

Program Rate Category	Rates: Fee Per Sales $	Rates: Per Item	Transaction Qualification Information
Public Services Core	1.55%	$0.10	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Magnetic Stripe read not required / Electronically Authorized. Authorization and settlement amounts can differ up to 10%. Eligible Merchants: Bridge & Road Fees / Tolls (4784), Court Cost / Alimony / Support (9211), Fines (9222), Bail and Bond Payments (9223), Tax Payments (9311), Government Services (9399), and Intra-Government Purchases - Government Only (9405). Maximum 3 days to deposit & settle.
Public Services Debit	0.90%	$0.20	
Public Services Rewards	1.55%	$0.10	
Public Services Premium	1.55%	$0.10	
Public Services Premium Plus	1.55%	$0.10	
Petroleum Core	1.55%	$0.05	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Card must be present and Magnetic Stripe read unless initiated via transponder / Electronically Authorized. Authorization and settlement amounts do not have to match. Eligible Merchants: Service Stations (5541) and Automated Fuel Dispenser (5542). Maximum 2 days to deposit & settle.
Petroleum Debit	0.76%	$0.16	
Petroleum Rewards	1.73%	$0.05	
Petroleum Premium	1.73%	$0.05	
Petroleum Premium Plus	1.73%	$0.05	
Passenger Transport Core	1.75%	$0.10	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Magnetic Swipe read not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Eligible Merchants: Airline (3000-3299, 4511) or Passenger Railway (4112). Maximum 8 days to deposit & settle.
Passenger Transport Debit	1.59%	$0.16	
Passenger Transport Rewards	1.90%	$0.10	
Passenger Transport Premium	2.30%	$0.10	
Passenger Transport Premium Plus	2.30%	$0.10	
Key Entry Core	1.87%	$0.10	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Face-to-Face / Key-Entered / Signature Obtained / Electronically Authorized. Authorization and settlement amount can differ up to 10% (up to 20% for Taxis and Limousines - 4121 and Beauty/Barber Shops - 7230). Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), Petroleum (5541, 5542), and Cruise Line / Steamship (4411). Utilities (4900), Real Estate (6513), Insurance (5960, 6300), Emerging Markets (4899, 5968, 5983, 6533, 8211, 8220, 8299, 8351, 8398), Public Services (4784, 9211, 9222, 9223, 9311, 9399, 9405), Hotels / Car Rentals (3351-3441, 3501-3999, 7011, 7012, 7512, 7513, 7519), Passenger Transport (3000-3299, 4112, 4511), Quasi Cash (4829, 6050, 6051, 7995), and High Risk (5962, 5966, 5967) merchants not eligible for this program. Premium and Premium Plus card transactions at Restaurants (5812) and Fast Food (5814) not eligible for this program. Maximum 2 days to deposit & settle.
Key Entry Debit	1.62%	$0.16	
Key Entry Rewards	1.97%	$0.10	
Key Entry Premium	2.00%	$0.10	
Key Entry Premium Plus	2.15%	$0.10	
Card Not Pres / E-Commerce Core	1.87%	$0.10	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Card Not Present / Signature Not Obtained / Authorized / Mail, Phone, or E-Commerce Order / Address Verification required. Customer Service phone number and invoice number required. Authorization and settlement amount can differ up to 10% (up to 20% for Taxis and Limousines - 4121 and Beauty/Barber Shops - 7230). Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), Petroleum (5541, 5542) and Cruise Line / Steamship (4411). Utilities (4900), Real Estate (6513), Insurance (5960, 6300), Emerging Markets (4899, 5968, 5983, 6533, 8211, 8220, 8299, 8351, 8398), Public Services (4784, 9211, 9222, 9223, 9311, 9399, 9405), Hotels / Car Rentals (3351-3441, 3501-3999, 7011, 7012, 7512, 7513, 7519), Passenger Transport (3000-3299, 4112, 4511), Quasi Cash (4829, 6050, 6051, 7995), and High Risk (5962, 5966, 5967) merchants not eligible for this program. Premium and Premium Plus card transactions at Restaurants (5812) and Fast Food (5814) not eligible for this program. Maximum 2 days to deposit & settle.
Card Not Pres / E-Commerce Debit	1.62%	$0.16	
CNP / E-Commerce Rewards	1.97%	$0.10	
CNP / E-Commerce Premium	2.00%	$0.10	
CNP / E-Commerce Premium Plus	2.35%	$0.10	
Hotels / Car Rentals Core	1.58%	$0.10	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Magnetic Stripe read not required / Electronically Authorized. Authorization and settlement amounts do not have to match. Eligible Merchants: Car Rentals (3351-3441, 7512, 7513, 7519) and Hotels (3501-3999, 7011, 7012). Maximum 2 days to deposit & settle.
Hotels / Car Rentals Debit	1.35%	$0.16	
Hotels / Car Rentals Rewards	1.90%	$0.10	
Hotels / Car Rentals Premium	2.30%	$0.10	
Hotels / Car Rentals Prem Plus	2.30%	$0.10	
Express Services Core	1.95%	$0.00	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Magnetic Stripe read unless initiated via transponder / Electronically Authorized. Eligible Merchants: Local Commuter (4111), Limousines and Taxis (4121), Bus Lines - Charter & Tour (4131), Toll/Bridges Fee (4784), Miscellaneous Food Stores - Convenience Stores & Specialty Markets (5499), Restaurants (5812), Fast Food (5814), News Dealers / Newsstands (5994), Laundries (7211), Dry Cleaners (7216), Quick Copy / Repro Services (7338), Auto Parking Lots / Garages (7523), Car Washes (7542) Movie Theater (7832), and Video Tape Rentals (7841). Card sale amount must be less than or equal to $15.00 for all merchants except for Limousines and Taxis (4121), which is $25.00. Authorization and settlement amount can differ up to 10% (up to 20% for Taxis and Limousines - 4121). Authorization and settlement amounts do not have to match for Restaurants (5812) and Fast Food (5814). Maximum 2 days to deposit & settle.
Express Services Debit	1.80%	$0.00	
Express Services Rewards	1.95%	$0.00	
Express Services Premium	1.95%	$0.00	
Express Services Premium Plus	2.05%	$0.00	
Insurance Core	1.43%	$0.05	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amounts can differ up to 10%. Eligible Merchants: Direct Marketing Insurance Services (5960) and Insurance Sales, Underwriting, and Premiums (6300). Maximum 3 days to deposit & settle.
Insurance Debit	0.80%	$0.25	
Insurance Rewards	1.43%	$0.05	
Insurance Premium	1.43%	$0.05	
Insurance Premium Plus	2.30%	$0.05	
Emerging Markets Core	1.45%	$0.05	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards. Magnetic Swipe not required / Electronically Authorized. Authorization and settlement amounts can differ up to 10%. Eligible Merchants: Cable / Satellite / Other Pay Television / Radio Stations (4899), Subscription (5968), Fuel Dealers (5983), Payment Service Provider - Merchant - Payment Transaction (6533), Schools - Elementary & Secondary (8211), Colleges / Universities / Professional Schools / Junior Colleges (8220), Schools and Educational Services not elsewhere classified (8299), Child Care Services (8351), and Charitable / Social Services (8398). Maximum 3 days to deposit & settle.
Emerging Markets Debit	0.90%	$0.20	
Emerging Markets Rewards	1.45%	$0.05	
Emerging Markets Premium	1.45%	$0.05	
Emerging Markets Premium Plus	2.30%	$0.10	

INTERCHANGE RATE SCHEDULE

(Effective October, 2012)

Program Rate Category	Rates		Transaction Qualification Information
	Fee Per Sales $	Per Item	
Utilities Core	0.00%	$0.75	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards and Commercial cards, including Business, Executive Business, and Corporate cards. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amounts can differ up to 10%. Eligible Merchants: Electric, Gas, Heating Oil, Sanitation, Water (MCC 4900). Cable, Satellite, and Other Pay TV & Radio Services (4899) and Telecommunications (4812, 4814) merchants are not eligible for this program. Maximum 2 days to deposit & settle.
Utilities Debit	0.00%	$0.75	
Utilities Rewards	0.00%	$0.75	
Utilities Premium	0.00%	$0.75	
Utilities Premium Plus	0.00%	$0.75	
Commercial Utilities	0.00%	$1.50	
Mid Submission Level Core	2.40%	$0.10	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards that do not meet the requirements for any Prime Submission Level Program or the Key-Entered Program. Magnetic Stripe read not required / Electronically Authorized. Authorization and settlement amount can differ up to 10% (up to 20% for Taxis and Limousines - 4121 and Beauty/Barber Shops - 7230). Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), Hotel / Motel (3501-3999, 7011, 7012), Car Rental (3351-3441, 7512, 7513, 7519), Cruise Line / Steamship (4411), Passenger Transport (3000-3299, 4112, 4511), Service Stations (5541), Automated Fuel Dispensers (5542). High Risk merchants (Direct Marketing Travel - 5962, Direct Marketing Outbound Telemarketing - 5966, and Direct Marketing Inbound Telemarketing - 5967) not eligible for this program. Premium and Premium Plus card transactions at Hotels / Car Rentals (3351-3441, 3501-3999, 7011, 7012, 7512, 7513, 7519) and Passenger Transport (3000-3299, 4112, 4511) not eligible for this program. Maximum days to deposit & settle is 8 days for Passenger Transport (3000-3299, 4112, 4511), 3 days for all other merchants.
Mid Submission Level Debit	1.72%	$0.20	
Mid Submission Level Rewards	2.40%	$0.10	
Mid Submission Level Premium	2.40%	$0.10	
Mid Submission Lvl Premium Plus	2.40%	$0.10	
Base Submission Level Core	2.95%	$0.10	Consumer Core, Debit / Prepaid, Rewards, Premium, and Premium Plus cards that do not meet the requirements for the Mid Submission Level Program or Key Entered Program or have been submitted with an invalid or missing Acquirer Interchange Program Code. Validation not required for Magnetic stripe read, Authorization, or MCC. Maximum 30 days to deposit & settle.
Base Submission Level Debit	1.89%	$0.25	
Base Submission Level Rewards	2.95%	$0.10	
Base Submission Level Premium	2.95%	$0.10	
Base Sub Level Premium Plus	2.95%	$0.10	
Commercial Electronic	2.30%	$0.10	Commercial cards including Business, Executive Business, and Corporate cards. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amount can differ up to 10% (up to 20% for Taxis and Limousines - 4121 and Beauty / Barber Shops - 7230). Authorization and settlement amounts do not have to match for Restaurants (5812), Bars (5813), Fast Food (5814), Hotel / Motel (3501-3999, 7011, 7012), Car Rental (3351-3441, 7512, 7513, 7519), Cruise Line / Steamship (4411), Passenger Transport (3000-3299, 4112, 4511), Service Stations (5541), and Automated Fuel Dispensers (5542). Address Verification required for Card Not Present transactions for all merchants except for Insurance (5960, 6300), Emerging Markets (4899, 5968, 5983, 6533, 8211, 8220, 8299, 8351, 8398), Public Services (4784, 9211, 9222, 9223, 9311, 9399, 9405), Hotels / Car Rentals (3351-3441, 3501-3999, 7011, 7012, 7512, 7513, 7519), and Passenger Transport (3000-3299, 4112, 4511). Utilities (4900) and High Risk (5962, 5966, 5967) are not eligible for this program. Maximum days to settle is 8 days for Passenger Transport (3000-3299, 4112, 4511), 3 days for Emerging Markets (4899, 5968, 5983, 6533, 8211, 8220, 8299, 8351, 8398) and Public Services (4784, 9211, 9222, 9223, 9311, 9399, 9405), 2 days for all other merchants.
Commercial Base Submission	2.95%	$0.10	Commercial cards, including Business, Executive Business, and Corporate cards, that do not meet the requirements for the Commercial Electronic Level Program. Validation not required for Magnetic stripe read, Authorization, or MCC. Maximum 30 days to deposit & settle.
Commercial Large Ticket	0.90%	$20.00	Commercial cards including Business, Executive Business, and Corporate cards. Magnetic swipe not required / Electronically Authorized. Authorization and settlement amounts can differ up to 10%. Eligible Merchants: MCCs 2741, 2791, 2842, 5013, 5021, 5039, 5044, 5045, 5046, 5047, 5051, 5065, 5072, 5074, 5085, 5094, 5099, 5199, 5111, 5122, 5131, 5137, 5139, 5169, 5172, 5192, 5193, 5198. Transaction amount greater than or equal to $5,000. Maximum 2 days to deposit & settle.
International Electronic	1.76%	$0.00	Discover, Diners Club International, JCB, China UnionPay, and Korea BCcard cards issued in a foreign country. Face-to-Face / Magnetic Stripe Read / Signature Obtained / Electronically Authorized. Key-entered transactions not eligible for this program. Authorization and settlement amounts do not have to match. High Risk (5962, 5966, 5967) are not eligible for this program. Maximum 5 days to deposit & settle. Rate includes the Discover International Processing Fee.
International Base Submission Level	2.10%	$0.10	Discover, Diners Club International, JCB, China UnionPay, and Korea BCcard cards issued in a foreign country that do not meet the requirements for the International Electronic program. Validation not required for Magnetic stripe read, Authorization, or MCC. Maximum 30 days to deposit & settle. Rate includes the Discover International Processing Fee.
Discover Assessments	0.105%	$0.00	Fee assessed on the gross dollar amount of all Discover, JCB, China UnionPay, Diners Club International, and Korea BCcard transactions.
Data Usage Fee	0.00%	$0.0185	Fee assessed on all Discover, JCB, China UnionPay, Diners Club International, and Korea BCcard sales and credit (return) transactions.

Visa® Fixed Acquirer Network Fee (FANF)
Effective April 1, 2012

Table 1 - Customer Present[1]			
		1a: High-Volume MCCs[2]	1b: All Other MCCs[3]
Tier	# of Locations (Per Taxpayer ID)	Price per Location[4] per Month	
1	1	$2.90	$2.00
2	2		
3	3		
4	4	$4.00	$2.90
5	5		
6	6 - 10		
7	11 - 20	$5.00	$4.00
8	21 - 50		
9	51 - 100	$8.00	$6.00
10	101 - 150	$12.00	$8.00
11	151 - 200	$18.00	$10.00
12	201 - 250	$25.00	$14.00
13	251 - 500	$35.00	$24.00
14	501 - 1,000	$45.00	$32.00
15	1,001 - 1,500	$55.00	$40.00
16	1,501 - 2,000	$65.00	$50.00
17	2,001 - 4,000	$75.00	$60.00
18	> 4,000	$85.00[6]	$65.00[6]

[6]Cap of 4,001 maximum billable locations

[2]High-Volume MCCs: Applies to merchants for which ≥ 50% of monthly Customer Present Sales Volume is associated with High-Volume MCCs

MCC	MCC Description	MCC	MCC Description
3000-3299, 4511	Airlines	5532	Automotive Tire Stores
3300-3499, 7512	Auto Rental	5541	Service Stations
3500-3999, 7011	Lodging	5542	Automated Fuel Dispensers
4411	Steamship / Cruise Lines	5651	Family Clothing Stores
4829	Wire Transfer Money Order	5655	Sports / Riding Apparel Stores
5200	Home Supply Warehouse Stores	5712	Furniture / Equipment Stores
5300	Wholesale Clubs	5732	Electronic Stores
5309	Duty Free Stores	5912	Drugstores and Pharmacies
5310	Discount Stores	5943	Stationery Stores
5311	Department Stores	7012	Timeshares
5411	Grocery Stores and Supermarkets	7832	Motion Picture Theatres
5511	Car and Truck Dealers - New & Used		

Table 2[7] - Customer Not Present[1], Merchant Aggregators and Fast Food Restaurants[5]		
Tier	Monthly Gross Visa Sales Volume	Fee per Taxpayer ID per Month
1	< $50	$2.00
2	$50 - $199	$2.90
3	$200 - $999	$5.00
4	$1,000 - $3,999	$7.00
5	$4,000 - $7,999	$9.00
6	$8,000 - $39,999	$15.00
7	$40,000 - $199,999	$45.00
8	$200,000 - $799,999	$120.00
9	$800,000 - $1,999,999	$350.00
10	$2,000,000 - $3,999,999	$700.00
11	$4,000,000 - $7,999,999	$1,500.00
12	$8,000,000 - $19,999,999	$3,500.00
13	$20,000,000 - $39,999,999	$7,000.00
14	$40,000,000 - $79,999,999	$15,000.00
15	$80,000,000 - $399,999,999	$30,000.00
16	≥ $400,000,000	$40,000.00

[5]Fast Food Restaurants and Vending Machines (MCC 5814): *Applies to merchants with ≥ 50% of Customer Present Sales Volume associated with MCC 5814.*

[1]Customer Not Present volume includes transactions originating with an ECI/MOTO indicator of 1-9, and Customer Present volume includes transactions NOT originating with an ECI/MOTO indicator of 1-9.

[7]Table 2 fees are allocated and billed to each individual outlet or merchant account number based on a weighted average of the Customer Not Present volume each outlet represents within the taxpayer ID.

[3]All Other MCCs:
Applies to merchants where < 50% of Monthly Customer Present Sales Volume is associated with High Volume MCCs.

[4]Locations:
The number of locations associated with each Taxpayer ID as of the last day of the month in question. A location is an individual outlet or merchant account number as referenced in our agreement with you for merchant services. The fee will be charged for each location that processes at least one Visa purchase transaction during the month.