

Merchant Business Information

Merchant Business Legal Name: **WILLIAMSON COUNTY**
(as shown on your business income tax return)

Business Name: **Williamson County - River Ranch**
(DBA/Outlet Name)

Business Website: **www.wilco.org**

Federal Tax ID #: **746000978**
(as shown on your business income tax return)

Year Business Established: **1848**

Type of Goods or Services Sold: **Parks**

Year Acquired by Current Owner: **1848**

Physical Address (no PO Boxes)	Address: 710 MAIN STREET STE 105	Mailing Address (if different from physical address)	Address: 710 MAIN STREET STE 105
	City: GEORGETOWN		City: GEORGETOWN
	State: TX		State: TX
	Zip: 78626		Zip: 78626
	Phone Number: 512-943-1926		Phone: 512-943-1926
	Fax:		Fax:

IRS Reporting Verification. Payment settlement entities are required to report to the Internal Revenue Service the amount of reportable payment card transactions. Annually in January, you will receive a 1099-K providing details of your previous year reportable payment card transactions with a copy being filed electronically directly with the IRS. **THE BUSINESS INFORMATION MUST MATCH IRS RECORDS, AND SHOULD AGREE WITH THE INFORMATION LISTED ON YOUR INCOME TAX RETURN. IF YOUR INFORMATION DOES NOT MATCH IRS RECORDS, THE PROCESSING OF YOUR APPLICATION MAY BE DELAYED AND YOU MAY BE SUBJECT TO MANDATORY BACKUP WITHHOLDING AS REQUIRED BY IRS REGULATIONS.**

Disclosure

IMPORTANT MEMBER BANK RESPONSIBILITIES: (1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant. (2) A Visa Member must be a principal (signer) to the Merchant Agreement. (3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply. (4) The Visa Member is responsible for and must provide settlement funds to the Merchant. (5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES: (1) Ensure compliance with cardholder data security and storage requirements. (2) Maintain fraud and chargeback below thresholds. (3) Review and understand the terms of the Merchant Agreement. (4) Comply with Operating Regulations. The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

Member Bank Information: Name: Fifth Third Bank, National Association, 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (866) 250-9764

Merchant Services Provider Contact Information: Worldpay Integrated Payments, 8500 Governors Hill Drive, Symmes Township, Ohio 45249 1-800-846-4472

Signature:  **Judge Bill Gravell Jr.** Title: **County Judge** 10/22/2020 10:53:02 AM
Name (printed): **Judge Bill Gravell Jr.** Date: **Dec 8, 2020**

Business Profile

Business Type:
☐ Association/Estate/Trust* ☐ Individual/Sole Proprietor* ☐ Publicly Traded Corporation* ☐ Partnership ☐ Private Corporation ☒ Government Federal/State/Local*
☐ Limited Liability Company ☐ Non-Profit/Tax Exempt ☐ Financial Institution* ☐ SEC Registered/Other Exempt (i.e. Inv. Advisor/Co, exchange/clearing)*

*exempt from Beneficial Owner requirements on page 2.

If a 501(c)(3) organization or otherwise tax exempt please send your state(s) sales tax exemption certificate(s) and IRS 501(c)(3) determination letter or other IRS affirmation to your sales representative

Seasonal Business: ☐ Yes ☒ No If yes, select the months of operation: ☐ Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec

Market Type:
☒ Retail ☐ Supermarket ☐ Restaurant ☐ E-Commerce ☐ MO/TO ☐ Lodging ☐ Quick Serve ☐ Other
 Have you had more than 25 chargebacks within the last 12 months?
☐ Yes ☒ No

% Card Swiped 100 % MOTO 0 % Internet 0 % of Sales that are Business to Business 0

Annual Visa/MC/Discover Sales (\$): 100000 Requested Highest Ticket (\$): 300 Average Ticket (\$): 10

The above sales volumes and average ticket \$ representations are integral and a condition to the rates and fees set forth in the Price & Equipment Schedule. If your actual sales volumes or average ticket \$ are different than the sales volumes or average ticket \$ represented above, you understand and agree that your rates and fees may be changed.

Term of Agreement

Initial Term: 1 Year Year(s). See Sections 1.A and 7.B of the Terms and Conditions for information regarding the Term of this Agreement and Early Termination, including early termination fees.

Designated Account: Bank Account to be used for Credit Card Processing Services:

Bank Name:	Financial Institution 9 Digit Routing Number:	DDA/Checking Account Number:
XXXXXX	XXXXXXXXXX	XXXXXXXXXX

FUNDS MAY ONLY BE DEPOSITED INTO A BUSINESS CHECKING ACCOUNT. MERCHANT REPRESENTS THAT THE ABOVE BANKING INFORMATION IS CORRECT AND ACKNOWLEDGES, IF NO BANKING INFORMATION IS PROVIDED, MERCHANT WILL BE UNABLE TO PROCESS TRANSACTIONS UNTIL BANKING INFORMATION IS PROVIDED TO PROCESSOR.

☐ By checking this box, Merchant elects to opt out of receiving American Express Marketing Materials. If you have elected for the Marketing Opt-out, you may continue to receive marketing communications while American Express updates its records, and you will continue to receive important transaction or relationship messages from American Express. If you have not elected for the Marketing Opt-Out, your mailing address, phone number, email address, fax number, and/or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products, services and resources.

Cardholder Data Storage Compliance & Service Provider			
Do you use a third party (other than Worldpay) to store, process or transmit cardholder data? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Primary Service Provider or Software Developer: ACTIVE NETWORK LLC	
Do you store cardholder data? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Software used by third party: MaxGalaxy \ 1 Version #: 1.0.0	
Have you ever experienced an Account Data Compromise? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide date of compromise: _____ If yes, have you completed remediation? <input type="checkbox"/> Yes <input type="checkbox"/> No			
All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide us with evidence that Merchant: (a) has successfully completed a Self Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. We may offer one or more PCI products or services (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. Information on the PCI Program is set forth in Section 6.G of the Terms and Conditions and the applicable fees for the PCI Program are set forth above in this Merchant Application. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA-DSS").			
Authorized Representative and Signer Information			
Authorized Representative/Signer Name (First Name, MI, Last Name): Bill Gravell		Date of Birth: _____ Social Security Number: _____	
Street Address (Physical, no PO Boxes): _____		City: _____	State: _____ Zip: _____
Email: agleason@wilco.org		Years At Current Address: _____	Home Phone: _____
To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, taxpayer identification number and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. The undersigned entity(ies) and individuals hereby unconditionally authorize us and Member Bank or its agents to: (i) investigate the information and references contained herein, and to obtain additional information about the Merchant and such individual(s) by pulling credit bureau and criminal background checks on the Merchant and its principals, including obtaining reports from consumer reporting agencies on individuals signing below as an owner, general partner, authorized representative, or Guarantor of Merchant, or providing their Social Security Number on the Application (if such individual asks us or Member Bank whether or not a consumer report was requested, we and/or Member Bank will tell such individual and, if we and/or Member Bank received a report, we and/or Member Bank will give the individual the name and address of the agency that furnished it) and (ii) update such information periodically throughout the terms of service of the Agreement.			
Beneficial/Control Ownership – ONLY REQUIRED for Partnerships, Private Corporations, Limited Liability Companies, & Tax Exempt Organizations			
To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes. For more information go to, https://www.federalregister.gov/documents/2016/05/11/2016-10567/customer-due-diligence-requirements-for-financial-institutions .			
Control Owner – An individual with authority to control, manage, bind, and direct Merchant for all purposes under the Agreement.			
Full Name (First, MI, Last): _____		Date of Birth: _____ Social Security#: _____	
Street Address (Physical, no PO Boxes): _____		City: _____	State: _____ Zip: _____
<input type="checkbox"/> Check this box if Control Owner listed above is also a Beneficial Owner, if this box is checked you do not need to relist the Control Owner as a Beneficial Owner below.			
Beneficial Owner #1 – An individual who owns 25% or more of the legal entity			
Full Name (First, MI, Last): _____		Date of Birth: _____ Social Security#: _____	
Street Address (Physical, no PO Boxes): _____		City: _____	State: _____ Zip: _____
Beneficial Owner #2 – An individual who owns 25% or more of the legal entity			
Full Name (First, MI, Last): _____		Date of Birth: _____ Social Security#: _____	
Street Address (Physical, no PO Boxes): _____		City: _____	State: _____ Zip: _____
Beneficial Owner #3 – An individual who owns 25% or more of the legal entity			
Full Name (First, MI, Last): _____		Date of Birth: _____ Social Security#: _____	
Street Address (Physical, no PO Boxes): _____		City: _____	State: _____ Zip: _____
Beneficial Owner #4 – An individual who owns 25% or more of the legal entity			
Full Name (First, MI, Last): _____		Date of Birth: _____ Social Security#: _____	
Street Address (Physical, no PO Boxes): _____		City: _____	State: _____ Zip: _____
Additional Contact Information			
Name (First, MI, Last): _____	Name (First, MI, Last): _____		
Role: <input type="checkbox"/> Authorized Representative <input type="checkbox"/> Primary Contact <input type="checkbox"/> Manager	Role: <input type="checkbox"/> Authorized Representative <input type="checkbox"/> Primary Contact <input type="checkbox"/> Manager		
Phone Number: _____	Phone Number: _____		
Email Address: _____	Email Address: _____		
Authorized Representative: Has full rights to your account including: (i) changing banking information, contacts on account(s), and DBA information, and (ii) may view transactions on the portal and will be an admin on the portal, which grants employee access to the account(s). Primary Contact: Can view transactions on the portal, call in transaction problems, change contacts on account(s), and change DBA information on all of your accounts. This may be an Accountant or General Manager. This person may also sign for gift card and terminal orders. Manager: This person may call in transaction problems and view individual store transactions on the website.			

Merchant Authorization

- You acknowledge receipt of the "Merchant Processing Agreement" also referred to as the "Agreement" which consists of this page and the two (2) preceding pages and the accompanying Price and Equipment Schedule (the "Application"), and any other applicable amendments, schedules, exhibits, and attachments, including the documents listed below which accompany this Application or are otherwise provided to you via <http://info.worldpay.com/vipcontract.html>. Unless otherwise explicitly stated, all capitalized terms that are used but not defined in this Application have the meanings specified in the Agreement Terms and Conditions. This Agreement is between Worldpay Integrated Payments, LLC ("Processor", "us", "our" or "we"), the legal entity or sole proprietor identified on page 1 of this Application (the "Merchant", "you" or "your"), and the Member Bank named on page 1 of this Application ("Member Bank"). Member Bank is a member of Visa, U.S.A., Inc. ("Visa"), MasterCard International, Inc. ("MasterCard"), and Discover Financial Services, LLC ("Discover"). We are a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover.
- No modifications, alterations, or manual changes (including lining out or otherwise modifying fees) made to the Agreement will be effective unless we consent to them in a separate writing. A scanned, facsimile, or duplicate copy of this executed Agreement shall be treated as an original. This Agreement between the parties supersedes all prior agreements or representations between the parties whether written or oral regarding the subject matter of the Agreement.
- The undersigned individual ("Signer") represents and warrants that Signer is authorized to sign on behalf of Merchant and to bind Merchant to the terms of this Agreement. By Signer's signature below on behalf of Merchant, Signer certifies that: (i) Merchant has received a full and complete copy of the Agreement, (ii) Signer has read and understands all of the terms and conditions in the Agreement including the portions contained on the Worldpay agreement website (<http://info.worldpay.com/vipcontract.html>) and agrees to be bound by them (including terms that we add or amend from time to time as permitted by this Agreement), and (iii) all information provided in this Application is true and accurate.
- Our issuance of a processing ready MID or processing your first transaction shall be deemed the consent and execution of the Agreement by us and Member Bank and furthermore shall evidence ours and Member Bank's receipt of and approval and agreement to this Application signed by you. Whether or not we have formally approved your Application, your submission of a transaction for processing, whether to us, Member Bank, or our third-party providers, is an expression of your consent to the terms of the Agreement. If you do not want to participate in the American Express OptBlue® Program, the applicable Opt Out Box on the Price and Equipment Schedule has been marked.
- By signing below, Signer, on behalf of the Merchant: (i) agrees to be bound by all of the provisions of the Agreement, including the choice of law, jurisdiction, and venue provisions contained in the Terms and Conditions, and (ii) acknowledges Merchant is aware of and must comply with the Rules Summary, and Association Operating Regulations. Signer individually authorizes us and/or our representative to: (i) investigate Signer and/or Merchant by utilizing a third-party credit reporting agency, (ii) share information provided in this Application with third parties for fraud and risk purposes, and (iii) conduct an initial and ongoing comprehensive credit inquiry and/or investigation. In the event we do not approve your application for Services, you authorize us to share any information you have provided in this Agreement with our strategic partners for the possible provision of substantially similar services.
- **Point of Sale Authorization:** You hereby authorize the below listed point of sale representatives access to sensitive merchant account information to manage and configure your point of sale system functionality and complete installation.
Your authorized point of sale reseller is: ACTIVE NETWORK LLC Your authorized point of sale developer is: ACTIVE NETWORK LLC
- You can request a copy of the Agreement at any time by contacting your relationship manager or us at the phone number listed below or on your monthly statements
- If you disagree with any terms and conditions set forth in the Agreement, do not accept service or sign this Application.
- You represent the below documents have been provided to you:

- | | | |
|--|---|---|
| • Terms and Conditions | • Network Interchange Schedules (as applicable) | • Association and Network Fees Schedule |
| • Addendum A – General Services Addendum | • Privacy Notice | • Rules Summary |

Signature:

☒ Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Dec 8, 2020 16:12 CST)Bill Gravell
Name (printed):Title: County Judge 10/22/2020 10:53:02 AM
Date: Dec 8, 2020**Unlimited Personal Guaranty**

In exchange for Processor's and Member Bank's acceptance of this Agreement, the person signing immediately below this paragraph (each a "Guarantor") is signing this Agreement as a Guarantor of the Merchant. By signing below, each Guarantor: (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions contained in Section 11 of the Terms and Conditions, and (ii) acknowledges and confirms that Guarantor received and read those Continuing Unlimited Guaranty provisions. The individual signing below authorizes us, Member Bank, and/or either of their representatives to conduct an initial and ongoing comprehensive credit investigation of Guarantor by utilizing a third-party credit-reporting agency.

☒ Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Dec 8, 2020 16:12 CST)

, an individual Name (printed): Bill Gravell

Date: 10/20/2020 3:07:08 PM

Home Address (Physical Address Only – No PO Boxes)

Years at Address

Date of Birth

Phone Number

This Application must be returned to Worldpay on or before January 15, 2021

RATES AND FEES SCHEDULE	Pricing Type: <input type="checkbox"/> Tiered <input checked="" type="checkbox"/> Interchange +	Rate	Per item	Other Services	Rate	Per item
	Visa/MasterCard/Discover/PayPal Credit	0.15%	\$0.06	<input type="checkbox"/> Tiered <input checked="" type="checkbox"/> Interchange + PIN Debit	0.15%	\$0.06
	Visa/MasterCard/Discover Debit	0.15%	\$0.06	<input type="checkbox"/> American Express Direct Program	Set By Amex	\$0.00
	<input type="checkbox"/> American Express OptBlue® Program	0.15%	\$0.06	Existing American Express Account?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	Estimated American Express Volume:	15000		If Yes, Existing American Express SE#:		
	EBT		\$0.00	EBT Merchant FNS #:		
	If your annual estimated American Express Sales are greater than \$1,000,000 you are not eligible for the American Express OptBlue® Program.					
<input type="checkbox"/> By checking this box, Merchant elects to opt out of the American Express OptBlue® Program						
Per item fees are calculated per transaction, and rates and other percentage fees are calculated by multiplying the rates or fees and your applicable transaction volume. A list of additional fees/rates can be found below under the heading "Other Rates and Fees" and certain of the Association Fees and Assessments can be found on the agreement website listed on page 3 of the Application. We assess Transaction Risk Fees on certain transactions that we determine carry a higher degree of risk. See Section 6 of the Terms and Conditions for more information regarding Transaction Risk Fees and other fees. Where Tiered pricing is provided, as indicated above, in addition to the fees quoted above in this schedule, Association and Network charged fees and assessments will apply plus Transaction Risk Fees, where applicable, up to 2.59% and \$.10 will also apply. Where Interchange + pricing is provided and otherwise for Other Services, in addition to the fees quoted above in this schedule, interchange rates and Association and Network charged fees and assessments will apply plus Transaction Risk Fees, as applicable, up to 2.45% will also apply. For a complete list of interchange rates for Visa and MasterCard, visit the websites: http://www.visa.com and www.mastercard.com . Interchange rates and Association and Network fees and assessments are subject to change without notice.						
OTHER RATES AND FEES	Batch/ACH Fee (per occurrence)	\$0.00	Retrieval Fee (per occurrence)	\$2.50	Monthly Statement Fee (Per MID)	\$0.00
	Monthly Minimum Fee (per MID)	\$0.00	One-Time Application Fee (per MID)	\$0.00	Non-Sufficient Funds (per occurrence)	\$15.00
	Voice AVS Fee (per occurrence)	\$0.60	Dial Back-Up Fee (per occurrence)	\$0.00	Monthly Maintenance Fee (per MID)	\$0.00
	Semi-Annual Compliance and Regulatory Fee (Per MID)	\$0.00	Monthly Signature Merchant Location Fee (per MID)	\$0.00	PCI Non-Validation Fee/ Non-Compliance Monthly Fee (Per MID)	\$19.95
	Annual Fee (Per MID)	\$0.00	Technology Gateway Monthly Fee (per MID)	\$0.00	Chargeback Service Monthly Fee (per MID) ¹	
	Network and Processor Access Fee ²	<input checked="" type="checkbox"/> 0.15% Per Transaction <input type="checkbox"/> Pass Through				
VALUE ADDED SERVICES	Security Services					
	OmniShield Assure Monthly Fee (per MID) ³	\$9.95	TriPOS One-Time Setup Fee (per MID)		TriPOS Monthly Fee (per MID)	
	PAXStore Monthly Service Fee (Per TID)					
	Tokenization Services					
	TransForm Tokenization Monthly Fee (per MID) ⁴	\$15.00	TransForm Tokenization Payment Account Identifier (PAI) Maximum	250	Additional Fee per each TransForm Token PAI in excess of PAI Maximum ⁴	\$0.10
	OmniToken (per tokenization event) ⁵	\$0.04				
	Account Updater Service					
	Acct Updater Monthly Fee (per MID) ⁴	\$0.00	Acct Updater Fee Per Valid Update ⁴	\$0.00	Acct Updater One-Time Setup Fee (per MID) ⁴	\$0.00
	Accelerated Funding and Additional Acceptance Services					
	FastAccess™ Funding Monthly Fee (per MID) ⁶	\$0.00	Next Day Funding Monthly Fee (per MID) ⁷	\$0.00	Store and Forward Monthly Fee (per MID) ⁸	\$0.00
	Pay at the Table Monthly Fee (per MID) ⁹	\$0.00	Check Commerce ACH Service (per transaction)	\$0.02		
	TruSpend and Review Trackers Services					
	TruSpend Shopper Analytics Essential Monthly Fee (Per MID)		TruSpend Shopper Analytics Premium Monthly Fee (Per MID)		ReviewTrackers Monthly Fee (per MID) ¹⁰	\$0.00
	Providerflow Services ¹¹					
	Providerflow Per Sent Email Fee		Providerflow Per Sent Text Fee		Providerflow Monthly Usage Fee (Per MID)	
	Providerflow Discount Rate		Providerflow Per Item Fee		Providerflow One Time Activation Fee (Per MID)	

¹See Section 5 of Addendum A for more information. ² If "0.15% Per Transaction" is selected we will assess you the Network and Processor Access Fee calculated at a rate of 0.15% on all Visa, MasterCard, Discover, and American Express volume subject to a \$10.00 monthly minimum. If "Pass Through" is selected we will assess you the Network and Processor Access Fee as pass-through (which may be as an allocation) of: (i) the Visa Fixed Acquirer Network Fee ("FANF"); (ii) the MasterCard Acquirer Fee; (iii) the Discover Access Fee (which may be labeled as the Discover Data Usage Fee); and (iv) the American Express Access Fee. If neither box or both boxes are selected, the 0.15% Per Transaction calculation will apply. ³Required for PCI Level 4 Merchants, see Section 1 of Addendum A for terms and information. Includes (dependent upon Merchant Payment Solution): PCI Assist, Breach Assist, Point to Point Encryption, and EMV Support Services. ⁴See Section 2 of Addendum A for additional pricing, terms, and information. ⁵See Section 2 of Addendum A for additional terms and information. ⁶See Section 8 of Addendum A for terms and information. ⁷Batch must be closed by 7pm ET. ⁸See Section 7 of Addendum A for terms and information. ⁹See Section 10 of Addendum A for terms and information. Upon our provision of any services associated with items in this other rates and fee schedule, such additional services will be part of the Services assessed at the amounts listed above or, where no amount is listed, at our then standard rates and fees. ¹⁰We will waive this fee for the first billing cycle following the date you sign this Agreement. ¹¹Use of these Services is subject to the Providerflow terms and conditions, which are available at <https://pflow.io/wptandc>.

¹See Section 5 of Addendum A for more information. ² If "0.15% Per Transaction" is selected we will assess you the Network and Processor Access Fee calculated at a rate of 0.15% on all Visa, MasterCard, Discover, and American Express volume subject to a \$10.00 monthly minimum. If "Pass Through" is selected we will assess you the Network and Processor Access Fee as pass-through (which may be as an allocation) of: (i) the Visa Fixed Acquirer Network Fee ("FANF"); (ii) the MasterCard Acquirer Fee; (iii) the Discover Access Fee (which may be labeled as the Discover Data Usage Fee); and (iv) the American Express Access Fee. If neither box or both boxes are selected, the 0.15% Per Transaction calculation will apply. ³Required for PCI Level 4 Merchants, see Section 1 of Addendum A for terms and information. Includes (dependent upon Merchant Payment Solution): PCI Assist, Breach Assist, Point to Point Encryption, and EMV Support Services. ⁴See Section 2 of Addendum A for additional pricing, terms, and information. ⁵See Section 2 of Addendum A for additional terms and information. ⁶See Section 8 of Addendum A for terms and information. ⁷Batch must be closed by 7pm ET. ⁸See Section 7 of Addendum A for terms and information. ⁹See Section 10 of Addendum A for terms and information. Upon our provision of any services associated with items in this other rates and fee schedule, such additional services will be part of the Services assessed at the amounts listed above or, where no amount is listed, at our then standard rates and fees. ¹⁰We will waive this fee for the first billing cycle following the date you sign this Agreement. ¹¹Use of these Services is subject to the Providerflow terms and conditions, which are available at <https://pflow.io/wptandc>.

EQUIPMENT AND THIRD PARTY PRODUCT AND SERVICE FEES	In addition to other amounts owed under the Agreement, you will owe us the following amounts for equipment and the below indicated purchased products and services. You authorize us to debit the Designated Account in the amount of such charges, in accordance with the Terms and Conditions.			
	Description	Quantity	Per Item Cost or Fee	Other Terms
	*Total Cost/Fees			*plus any applicable shipping fees and sales tax.
	Shipping Address for Equipment:		City:	State: Zip:
	Terminal Setup Information: Please select the appropriate setup of your equipment. (These settings can be changed after the equipment is deployed if necessary)			
	Processing Platform: <input checked="" type="checkbox"/> IP Processing with Dial Backup <input type="checkbox"/> Dial Only		PIN Pad needed for Debit or EBT transactions requiring PIN entry	
	Tips enabled: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Reporting by Server/Cashier Number: <input checked="" type="checkbox"/> Disabled <input type="checkbox"/> Enabled		To Receive Funding batch must be settled manually at the end of your business days	
Card Verification Methods (CVM): Not available through all POS systems, contact your POS Provider to determine if your POS System supports this option. <input checked="" type="checkbox"/> All – Includes support for Chip+PIN and Chip+Signature (if no CVM is selected this will be the default selection) <input type="checkbox"/> Require Signature only** – If this box is selected we will only require signature and will not prompt for PIN on Chip+PIN preferring cards. **Note, if you check this box you may be liable for: (a) chargebacks on lost and stolen cards ; and (b) EMV contactless transactions above \$50, with certain card brands.				

Merchant Information

Merchant Business Legal Name: WILLIAMSON COUNTY	TIN: 746000978
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This Schedule A to Merchant Processing Agreement (the "Schedule") is hereby incorporated to the Merchant Processing Agreement to which this Schedule is attached ("Agreement") between Processor, Member Bank, and Merchant.

- Additional Locations. The following location(s) set forth below and on Schedule A-1 to this Schedule, if applicable, shall be included as additional locations to the Merchant Processing Agreement for Merchant's account and will receive the same services and be subject to the same rates and fees listed in the Application, any future modifications to the rates and fees for one of Merchant's locations shall be deemed applicable all of Merchant's locations. For the avoidance of doubt, any rates and fees set forth in the Agreement which are not a per occurrence fee, shall be separately assessed to each Merchant location. The sales volumes and average ticket \$ representations below are integral and a condition to the rates and fees. If actual sales volumes or average ticket amounts materially differ from the sales volumes or average ticket \$ represented below, Merchant understands and agrees that the rates and fees may be changed.

Additional Location #1

DBA Name: Williamson County - River Ranch	Street Address	City:	State:	Zip:
Phone:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
Fax:				
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales (\$): _____ Average Ticket (\$): _____ Requested Highest Ticket (\$): _____			
Authorized point of sale reseller: ACTIVE NETWORK LLC		Authorized point of sale developer: ACTIVE NETWORK LLC		

Additional Location #2

DBA Name: Williamson County - Berry Springs	Street Address	City:	State:	Zip:
Phone:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
Fax:				
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales (\$): _____ Average Ticket (\$): _____ Requested Highest Ticket (\$): _____			
Authorized point of sale reseller: ACTIVE NETWORK LLC		Authorized point of sale developer: ACTIVE NETWORK LLC		

☐ Check this box if Schedule A-1 is attached. For more than two locations, please use Schedule A-1 attached to this Schedule, which is incorporated herein.

- Merchant represents and warrants that the location(s) listed in this Schedule (i) have no material differences to the business profile information listed in the Application (i.e. Market Type, Type of Goods or Services Sold, etc.), except as otherwise listed herein; (ii) are compliant with the Payment Card Industry Data Security Standards and have never had an Account Data compromise; and (iii) operate under the same Tax Identification Number, as listed above, which matches the TIN set forth on the Agreement. In addition, the Unlimited Personal Guaranty and additional representations and warranties made in the Application or the Agreement shall apply to the locations listed herein.
- The location(s) listed herein shall have an initial term equal to that listed on the Application.
- Point of Sale Authorization: Your signature will authorize the listed point of sale representatives access to sensitive merchant account information to manage and configure your point of sale system functionality and complete installation
- This Schedule, executed contemporaneously along with the Application, which is part of the Agreement (the terms of which are incorporated herein by this reference) constitute the entire agreement between the parties and supersede any other agreements between the parties in regards to the subject matter hereof. This Schedule may be executed in counterparts, each of which shall constitute an original and all of which shall be one and the same instrument. A facsimile copy shall serve as an original. In the event of any conflicts between this Schedule and the Agreement, this Schedule shall control.

Merchant Authorization

This Schedule is made a part of your Merchant Processing Agreement (collectively the "**Agreement**"). Unless otherwise explicitly stated, all capitalized terms that are used but not defined in this Schedule have the meanings specified in the Merchant Processing Agreement. The acceptance and processing of Merchant sales drafts by Processor and/or Member Bank at the location(s) set forth in this Schedule shall be deemed the consent and execution by same of this Schedule and furthermore shall evidence the Processor's and Member Bank's receipt of and approval and agreement to this Schedule signed by Merchant. By your signature below on behalf of Merchant, you certify that you are an officer, owner, principal, or other authorized representative of the legal entity or sole proprietor identified at the top of this Schedule (the "**Merchant**" or "**you**" or "**your**").

Merchant Signatures (Owner / Authorized Signer):	Name (printed):	Title:	Date:
<input checked="" type="checkbox"/> <u>Judge Bill Gravell Jr.</u> <small>Judge Bill Gravell Jr. (Dec 8, 2020 16:12 CST)</small>	Bill Gravell	County Judge	10/22/2020 10:53:02 AM Dec 8, 2020

Additional Location #3

DBA Name:	Street Address	City:	State:	Zip:
Phone:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
Fax:				
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales (\$):_____ Average Ticket (\$):_____ Requested Highest Ticket (\$):_____			
Authorized point of sale reseller:		Authorized point of sale developer:		

Additional Location #4

DBA Name:	Street Address	City:	State:	Zip:
Phone:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
Fax:				
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales (\$):_____ Average Ticket (\$):_____ Requested Highest Ticket (\$):_____			
Authorized point of sale reseller:		Authorized point of sale developer:		

Additional Location #5

DBA Name:	Street Address	City:	State:	Zip:
Phone:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
Fax:				
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales (\$):_____ Average Ticket (\$):_____ Requested Highest Ticket (\$):_____			
Authorized point of sale reseller:		Authorized point of sale developer:		

Additional Location #6

DBA Name:	Street Address	City:	State:	Zip:
Phone:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
Fax:				
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales (\$):_____ Average Ticket (\$):_____ Requested Highest Ticket (\$):_____			
Authorized point of sale reseller:		Authorized point of sale developer:		

Additional Location #7

DBA Name:	Street Address	City:	State:	Zip:
Phone:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
Fax:				
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales (\$):_____ Average Ticket (\$):_____ Requested Highest Ticket (\$):_____			
Authorized point of sale reseller:		Authorized point of sale developer:		

Additional Location #8

DBA Name:	Street Address	City:	State:	Zip:
Phone:	Existing Amex SE#:	Bank Name:	Routing Number:	Account Number:
Fax:				
% Card Swiped _____ % MOTO _____ % Internet _____	Annual Visa/MC/Discover Sales (\$):_____ Average Ticket (\$):_____ Requested Highest Ticket (\$):_____			
Authorized point of sale reseller:		Authorized point of sale developer:		

This General Services Addendum including all exhibits, schedules and supplemental addenda hereto and all documents and materials referenced herein ("Addendum A") will be an addendum to the Merchant Processing Agreement or Bank Card Merchant Agreement, as applicable, ("Agreement") between Processor, Member Bank and Merchant in accordance with the provisions as set forth in the Agreement. If there is a conflict in the terms or pricing provided in this Addendum A and the pricing or terms in any price schedule or amendment otherwise contained in the Agreement, the pricing or terms contained in the Agreement, without reference to this Addendum A, will control.

1. Security Services.

a. Terms and Conditions.

(i) OmniShield – generically refers to Processor's multiple security and risk products and services that collectively are meant to help merchants address payment fraud, data security, compliance and financial loss risks. OmniShield products and services are available to purchase through OmniShield Assure

(ii) Merchant Risks – refers to the four, major risk areas associated with accepting, transporting and storing cardholder data

- Fraud – The use of a lost, stolen or counterfeit payment card by an unauthorized user that may result in additional merchant liability
- Data Security – The ability to convert clear, PCI sensitive payment data into a surrogate, PCI non-sensitive value that if captured by an unauthorized user cannot be used to commit fraud against the original cardholder
- Compliance – The ability to handle PCI sensitive payment card data in alignment with appropriate network rules and PCI standards
- Financial Loss – The potential impact of a merchant failing to address Fraud, Data Security and/or Compliance requirements (e.g., fines, fees, remediation costs, lawsuits, etc.)

(iii) OmniShield Assure – A required service offering for PCI Level 4 merchants and is limited to PCI Level 4 merchants only and bundles together all the following security and risk products and services:

- PCI Assist
- Breach Assist
- EMV Support Services
- Encryption

Additionally, Card Not Present PCI Level 4 merchants may also select and buy separately:

- Tokenization
- eProtect (eProtect requires Tokenization to also be enabled)

(iv) PCI Assist – PCI Assist is a set of streamlined online tools to help merchants achieve, maintain and track PCI compliance. PCI Assist helps clients review PCI DSS compliance requirements and complete their Self Assessment Questionnaire (SAQ) and, as recommended, conduct periodic vulnerability scans of their network. PCI Assist is required for SAQ merchants to report their compliance status to Processor.

(v) Non-Validation Fee (NVF) / Non-Compliance Fee (NCF) – In alignment with Section 6(G) of the Agreement Terms and Conditions, Merchant is responsible for demonstrating compliance with PCI DSS programs. Failure to report compliance validation status or reporting a failed status to Processor will result in a NVF/NCF being assessed. Active merchants will have a 60-day grace period to validate and report compliance validation status. Merchant's compliance validation and reporting status will be evaluated monthly. This fee will only be assessed if the Merchant has failed to report the status or has reported a failed status and will not be assessed once Merchant meets compliance requirements.

(vi) EMV Support – Europay, MasterCard, and Visa ("EMV") is a set of global standards for credit, debit and contactless card payments. EMV chip cards help prevent in-store fraud and are nearly impossible to counterfeit. Starting October 1, 2015 merchants who have not made the investment in chip-enabled technology may be held liable for card-present fraud. EMV acceptance requires an EMV enabled standalone terminal or POS system. Processor is enabled to process in-store EMV transactions to help reduce fraud liability.

(vii) EMV Non-Enabled Fee - The EMV Non-Enabled Fee is applicable if Merchant does not have EMV enabled equipment and/or software. The EMV Non-Enabled Fee is determined based on the chargeback liability risk of Merchant's MCC as determined by Processor. Transactions will be evaluated monthly at the MID level and assessed at the chain level when applicable. This fee is based on the gross sales amount of each card present transaction.

(viii) Breach Assist – In the event Merchant is enrolled in the Breach Assist Program ("BAP") offered by Processor through OmniShield or otherwise, the indemnification required by Merchant under this Agreement will only be reduced by amounts up to the limits set by the service provider that are actually recovered by Processor in connection with the BAP and only to the extent that such amounts are specifically related to a data breach involving solely Merchant. The limited indemnity waiver provided by the BAP will not cover all the costs associated with a data breach. The specific terms and conditions of the BAP are available for Merchant to review at www.RoyalGroupServices.com/breach-assist/ or by contacting a customer service representative at 1-800-393-1345.

(ix) Encryption – Encryption is a two-part service offering designed to: (i) encrypt (make unreadable) PCI sensitive payment data at the origin of the payment transaction and, (ii) decrypt payment data information at the destination of the transaction. Processor's service offering availability requires alignment between the encryption technology deployed within the Merchant's terminals and the decryption technology hosted by the service provider,

which may require the use or upgrading of certain terminals and/or equipment or new message specifications (which will be at Merchant's sole expense) and may not be supported on all terminals/equipment.

Merchant acknowledges and agrees that encryption functionality is required and may require Merchant to license encryption technology from appropriate third party provider or authorized reseller and that said licensed functionality may incur fees in addition to those set forth herein. Merchant also acknowledges that provision of Processor's service offering to Merchant may require a corresponding decryption technology license and that Processor's service offering is subject to availability of required decryption license from applicable third party provider. Upon reasonable notice, Processor maintains the right to cease, modify or enhance providing the service offering without penalty and will use commercially reasonable efforts to offer a substitute service if applicable.

The value proposition associated with encrypting and decryption payment data (i.e., affects to Merchant's risk and compliance requirements) is affected by where the payment data is encrypted, the terminal type used for encryption, and the location where the payment data is decrypted. Processor has identified three different Encryption service offerings:

- Card Data Encryption – risk reduction, no scope reduction
- Point to Point Encryption – risk transference and scope reduction in alignment with PCI QSA evaluation
- Validated Point to Point Encryption – risk transference and scope reduction in alignment with PCI guidelines for PCI listed P2PE solutions

Point to Point Encryption assumes: (i) Payment data is encrypted within a PCI-PTS certified Secure Cryptographic Device (SCD), using a NIST defined strong encryption algorithm, with encryption keys that were generated and handled in alignment with X9 standards and (ii) Encrypted payment data is only decrypted by Processor within Processor's data systems. Payment data information protected by the encryption service offering may include Track 1 or Track 2 data, obtained through a magnetic card swipe read, or PAN Data, obtained through manual entry directly into the SCD. The encryption service offering applies only to transactions that were encrypted and sent by the SCD to Processor's authorization and settlement systems pursuant to the Agreement. Supported transactions include, but may not be limited to, those associated with credit (signature), debit (signature) and debit (PIN).

(x) eProtect – eProtect is a two part service designed to (i) capture payment data information from a given webpage using embedded Card Not Present eCommerce Data Security technology and, (ii) submitting the card data to a Processor hosted Card Not Present eCommerce Data Security server to exchange the card data for a Registration ID / Low Value Token before the data is transmitted back to the Merchant's eCommerce website. Merchant acknowledges and agrees that it will acquire said Card Not Present eCommerce Data Security functionality from the Processor and is responsible for all development effort necessary to embed said technology as appropriate within one or more Merchant web pages. Information protected by the Card Not Present eCommerce Data Security Service includes Primary Account Number (PAN) Data manually entered into any webpage that includes embedded Card Not Present eCommerce Data Security technology. The resulting Registration ID / Low Value Token must subsequently be submitted to the Processor's processing systems within a configurable timeframe to facilitate the exchange of the Registration ID / Low Value Token for a High Value, Multi-Use Tokenization (see tokenization service below). Merchant acknowledges that provision of the Card Not Present eCommerce Data Security services to Merchant is subject to Merchant completing integration and certification efforts with Processor. Merchant acknowledges that eProtect will result in Merchant automatically being enrolled in Processor's tokenization service.

(xi) Tokenization - Tokenization is a service in which cardholder PAN data, once received by the Processor, is replaced with a surrogate ("Token") value. Deliverables of the tokenization service include: (1) the creation of tokens and (2) the recognition and use of a Processor issued pre-existing token to support all post authorization transactions with the Processor, which includes initiating a new authorization with a token value. Data necessary to convert tokens back to PAN data will be maintained in Processor's systems. Merchant access to the tokenization service requires integrating and certifying systems to token services using Processor's appropriate message specification. Message specifications are limited to those that exist in Processor's current Service offering. The Parties agree that the scope of the tokenization service does not include the certification or systematic configuration of third parties or firmware licensing as selected by the Merchant to support tokenization services. The processor has identified the following types of tokenization services.

- OmniTokens are tokens generated in such a way as to retain some of the digits of the original card value, be format preserving (i.e., length preserving and character set preserving), and be consistent across numerous requests (i.e., the same card value will result in the same token value in the context of a given merchant). OmniTokens are not limited to a specific platform and can be used interchangeably between processor's different platforms.
- mTokens are tokens generated in such a way as to be unique for each given transaction and format non-preserving. The link between a card value and an mToken is indirect in that the mToken references a given transaction, which in turn references a given card value. Note: mTokens are limited to transactions processed through processor's integrated payments platform only.
- eTokens are tokens generated in such a way as to be unique for each given

transaction and format non-preserving. eTokens are used as an index value into processor's data vault, which subsequently stores the associated card value. Note: eTokens are limited to transactions processed through processor's Express platform only.

Non-Standard, GUI and Batch Tokenization are separate and unique service offerings and respective fees will be quoted to Merchant for the use of each service.

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

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

(xii) **Security Services** – Merchant may utilize OmniShield products and services ("Security Services") in conjunction with services provided wholly or partially by a third party with the support and agreement of Processor. Merchant bears all risk and responsibility for conducting Merchant's own due diligence regarding the fitness of Security Services for a particular purpose and for determining compliance with the Member Bank rules, the Operating Regulations, and the Laws. Accordingly, Merchant's use of Security Services is at Merchant's own risk. Processor's decision to offer Security Services will not limit Merchant's duties and obligations contained in this provision or the Agreement. Processor does not warrant or guaranty that use of the Security Services, in itself, will: (i) result in Merchant's compliance with Member Bank rules, Operating Regulations, and/or Laws; (ii) prevent any and all unauthorized breaches of your terminals, systems or facilities; or, (iii) be uninterrupted or error-free. Merchant agrees that it will not acquire any interest in (ownership, intellectual property or otherwise) in any of the third party provider software used to provide the Security Services. Merchant will not, and will have no right to, own, copy, distribute, sub-lease, sub-license, assign or otherwise transfer any portion of such third-party provider software used to provide the Security Services or any materials provided by Processor or to modify, decompile, or reverse engineer any such software, materials, or the Services.

(xv) **triPOS® Service** - The triPOS® Service is a turnkey, EMV certified payment processing application designed to process transactions that is compatible with the Processor's processing platform and helps reduce the scope of Merchants' PCI-DSS with P2PE and tokenization technology.

b. Pricing.

- | | |
|---|------------------------------------|
| (i) OmniShield Assure (see below footnotes 1 and 2) | See application |
| (ii) PCI Assist (see below footnotes 1 and 3) | Quoted |
| (iii) P2PE (see below footnote 1) | Quoted |
| (iv) eProtect (see below footnote 1) | Quoted |
| (v) Vault™ | See application |
| (vi) PCI Non-Validation Fee (see below footnote 4) | See application |
| (vii) EMV Non-Enabled Fee | |
| Low Risk | 0.05% of the gross sales per month |
| Moderate Risk | 0.15% of the gross sales per month |
| High Risk | 0.27% of the gross sales per month |
| (viii) triPOS™ Service | See application |

Footnotes to above Section 1(b).

1. Pricing provided as a separate attached quote or for level 4 merchants on the Application
2. Required by and available only to PCI Levels 4 merchants.
3. Required by merchants using an PCI DSS SAQ
4. Assessed only if merchant fails compliance validation or fails to report compliance validation

2. Tokenization Services.

a. **Tokenization.** In addition to the terms of the Agreement, these Tokenization Service terms apply to Merchant's use of the Account Updater Service and Tokenization Service

to store authorized customer billing information for recurring transactions and may be provided by Processor and one or more affiliates of Processor.

b. **Definitions.** The following terms when used in this Agreement will have the meanings set forth in this section:

- i. **"Account Updater Service"** means a service provided through the Associations that enables Merchants to determine if a cardholder's account number has been updated by the cardholder's issuer, provided that the cardholder's issuer is a participant in the Account Updater program. The availability or functionality of the Account Updater Service may be modified by the Associations or Processor's acquiring bank upon notice to Merchant.
- ii. **"PAD"** means payment account data, including but not limited to credit and debit card account data, expiration month and year, cardholder name, checking account number, and customer bank routing information.
- iii. **"Payment Account Identifier, "PAI" or "TokenID"** means a unique identifier that is assigned by Processor that references a payment account record.
- iv. **"Registration ID / Low Value Token"** means a low-value token which expires in 24 hours. A Registration ID / Low Value Token is used within 24 hours to exchange for a high value token or token that can be used for card on file or recurring transactions.
- v. **"Tokenization Service"** means the Processor TransForm Tokenization and/or OmniToken branded services designed to move Merchant's customer cardholder data offsite to Processor's PCI DSS compliant storage facility. Processor's servers create and then return a unique PAI/TokenID to the Merchant's software application. Encryption is used to protect cardholder data while in transit. Using the PAI/TokenID, Merchant can bill a card on file and/or schedule automatic payments, enabling the Merchant to securely process transactions from payment account records.

c. **Pricing.** The rate and fees set forth in the Application for Tokenization Service and Account Updater apply. Processor will charge Merchant the monthly fee set forth in the Application per MID or per tokenization event, as applicable, for its use of the such tokenization service.

i. **TransForm Tokenization Service Storage Fees.** Merchant agrees to pay Processor the TransForm Tokenization fixed monthly fee listed in the Application which, if not listed is \$30.00, per MID provided that the total PAIs/TokenIDs stored for such MID does not exceed the PAI/TokenIDs Maximum per month (the "PAI Maximum") which such PAI Maximum is listed in the Application which, if not listed is 500. Should the total PAIs/TokenIDs stored in any month for such MID exceed the PAI Maximum, Merchant agrees to pay the additional fee listed in the Application which, if not listed, is \$0.09, per each PAI/TokenID stored in such month for such MID in excess of the PAI Maximum.

ii. **OmniToken** Merchant agrees to pay Processor the OmniToken per tokenization event fee listed in the Application which, if not listed is \$0.04, per tokenization event.

iii. **Account Updater Service Pricing.** Merchant agrees to pay Processor the Account Updater setup fee, fixed monthly fee, and updater fee listed in the Application which amounts, if not listed in the Application, are respectively \$99.00, \$30.00, and \$0.80. Merchant may terminate receipt of the Account Updater Service at any time upon 30 days prior written notice to Processor without further liability for the Account Updater Services other than for charges incurred but unpaid as of the effective date of such termination. Processor will charge Merchant the one-time set-up fee per Merchant identification number ("MID"), a fixed monthly charge per MID, and a charge per valid update for use of the Account Updater Service. The set-up fee is applied upon the start or re-start of Account Updater Service for each MID. A "valid update" is as an update in which a match for the cardholder's account number is made and either: (i) a new account number is provided, (ii) information that the account has been closed is provided, (iii) a new expiration date is provided, or (iv) a "contact cardholder" message has been provided.

d. **Term.** These Tokenization Service terms will run coterminous with the Merchant Processing Agreement. Processor may additionally terminate provision of the Tokenization Services on 30 days prior written notice to Merchant for any or no reason; or immediately (a) if Merchant is in material breach of its obligations under the Agreement, including these Tokenization Service terms, (b) in order to comply with applicable law or requests of governmental, administrative or judicial authorities, or (c) if Processor reasonably believes that continuing to provide the Tokenization Service to Merchant could create a substantial economic or technical burden or material security risk for Processor.

e. **Access to Information After Termination.** Upon termination of Merchant's use of the Tokenization Services and within five business days of agreement between the parties on the means of transfer and after Merchant's payment of the data retrieval fee based on the number of Merchant's stored records as set forth in the table below, Processor will provide a data file including all stored records to a PCI DSS compliant facility designated by Merchant. The data retrieval fee will be calculated cumulatively so that all stored records will be billed at the same lower fee per record once a higher volume tier is reached. Records may only be provided to a PCI DSS compliant facility with file format and encryption requirements to be determined in Processor's reasonable discretion. Furthermore, consistent with PCI DSS the above referenced data file shall not include any sensitive authentication data which includes full track data, track equivalent data generated by chip and contactless cards, card verification codes (e.g., CVDCVC2/CVV2/CID) and the PIN or PIN block located on credit and debit cards.

STORED DATA	DATA RETRIEVAL FEE
1 - 5,000 PAI's/TokenIDs	\$2,000 (minimum data retrieval fee)
5001 - 250,000 PAI's/TokenIDs	\$0.40 per stored record
250,001 - 500,000 PAI's/TokenIDs	\$0.35 per stored record

500,001 - 750,000 PAI's/TokenIDs	\$0.25 per stored record
750,001+ PAI's/TokenIDs	\$0.20 per stored record

f. **Communication Methods.** Merchant will establish and maintain secure data communication connections and will transmit data to Processor in the format required by Processor.

g. **Use of Tokens.** As and where applicable, Merchant will immediately update PAD upon additions, deletions, and changes to the underlying data. Merchant will create, delete, and query payment account records in accordance with instructions provided by Processor.

h. **Use of Account Updater.** Merchant must have an existing relationship with the cardholder in order to make an inquiry using the Account Updater Service and hereby agrees to comply with the Merchant requirements of the Account Updater terms of use as set forth in the Operating Regulations. The Account Updater Service may not interface with third party software or third party services, if Merchant uses third party software or a third party service to process recurring transactions then Merchant understands and agrees that Merchant may be required to make manual updates to recurring transaction information based on Account Updater Service updates.

i. **Disclaimer of Warranties.** The Tokenization Service is being provided to Merchant by Processor "as-is" and without any warranty of any kind. Processor disclaims any express or implied warranty, including but not limited to implied warranties of merchantability, non-infringement, or fitness for a particular purpose.

j. **Indemnification.** In addition to the indemnification obligations of Merchant under the Terms and Conditions to the Agreement, Merchant agrees to indemnify, defend and hold harmless Member Bank and Processor, its employees, officers, agents, shareholders, representatives and directors from any and all fines, penalties, losses, claims, expenses (including attorney fees and the allocable costs of in-house counsel), or other liabilities resulting from or in connection with; (i) Merchant's use of the Tokenization Service, (ii) Merchant's storage of any cardholder data, or (iii) Merchant's breach of the herein Tokenization Service terms.

k. **Limitation of Liability.** In addition to Processor's limits of liability set forth under the Terms and Conditions to the Agreement, under no circumstances will Processor be liable to Merchant or any third party for any indirect, special, incidental, consequential, punitive, exemplary or multiple damages arising out of or related to Processor's provision of the Tokenization Service hereunder, regardless of the legal theory on which such claim is based (whether based in contract, tort, warranty, strict liability, negligence, or any other legal theory), even if Processor has been advised, knew, or should have known of the possibility of such damages (which include, but are not limited to, loss of profits, revenue, savings, software, data or goodwill, the claims of third parties, and/or injury to persons or property). The parties expressly agree that the total liability of Processor (including, without limitation, for Processor's performance or the failure of such performance hereunder, or for any breach hereof) will be exclusively limited to an amount equal to the aggregate Tokenization Service fees actually received by Processor from Merchant during the one month period ending on the date on which the event giving rise to the claim for damages occurred. Merchant accepts the restrictions on its right to recover additional damages as part of its bargain with Processor, and Merchant understands and acknowledges that, without such restrictions, the consideration for the services provided hereunder would be higher.

3. Token Grouping. Where you share and/or accept Tokens with one or more merchants or otherwise permit such sharing and/or acceptance via your third party Provider among a group of similarly branded merchants and/or merchants that are a part of a chain of independently owned stores, or some other group of merchants commonly connected by or through a brand, web-site, club, affiliation, and/or some other commonality (each, a "Merchant Group") of which you are a member (the "Token Grouping"), we may, as part of the Services, support such Token Grouping for use with Cardholder card-on-file programs, scheduled automatic payments, and other programs for purchases of products and/or services processed by you and the Merchant Group predicated and conditioned on your agreement to the following:

a. **Use of Tokens within the Merchant Group.** You authorize us to support and make available the Tokens to the Merchant Group so that Cardholder Tokens of the Merchant Group members will be available to all of the Merchant Group members as a group for use with card-on-file programs, to schedule automatic payments, and other programs enabling the member merchants to process transactions.

b. **Tokenization Fees, Variations, Limitations and Provider Duties.** You agree to be liable to Processor for tokenization fees as set forth in the Agreement. We have several variations of the tokenization service all of which may not be available to you, the tokenization service available to you may have limitations on the sharing, management, and storage of Tokens and storage of Cardholder data. Where possible based on the variation of the tokenization service available to you, we will support the Tokens and tokenization service to the Member Group on file with us as updated by Provider which Member Group is controlled and revised by Provider under the Provider services to you. Dependent on the tokenization service available to you, Cardholder data may not be maintained in our systems and, as such, we will not have the data necessary to convert Tokens back to Cardholder data. Furthermore, you agree that the scope of the tokenization service does not include: (a) the certification or systematic configuration of third parties or firmware licensing as selected by you to support tokenization service; or (b) a duty by us to provide you or a Merchant Group member, individually or as a group, de-tokenization services or support during or after the term of the Agreement or their agreement(s) with us except where separately agreed to in writing by us and you.

c. **Cardholder Authorizations.** You directly or through your Provider, warrant and represent that you have the appropriate written agreement and consents from all Cardholders required by applicable law and the Operating Regulations for use of the tokenization service and Token Grouping within the Merchant Group (the "Cardholder Authorizations"). You agree to directly or through your Provider or other service provider to retain all records related to the Cardholder Authorizations, including the initiation and authorization of transactions for you to collect and/or initiate transactions utilizing the Token Grouping. Copies of such records shall be delivered by you to us within ten (10) days of written request by us and shall otherwise be retained by you for a period of at least four (4) years following the date of the transaction, or longer if required by Laws or the Operating Regulations.

d. **No Warranty of Tokenization Service.** We do not warrant or guaranty that use of the Tokens and/or tokenization service products and services will be uninterrupted or error-free. Our decision to support the herein Token Grouping shall not limit your duties and obligations contained in the Agreement. You acknowledge that the receipt and/or use of Tokens and Token Grouping may require the use or upgrading of certain terminals and/or equipment or new message specifications (which shall be at your sole expense) and may not be supported on all terminals/equipment.

e. **Merchants and Provider Assumption of Risk, Responsibility and Other Obligations.** You bear all risk and responsibility for complying with the Operating Regulations related to the Cardholder Authorizations, including card not present transactions, recurring billing, and Cardholder consent and authorization for card-on-file use related to the Token Grouping, use of Tokens, and for conducting your own due diligence regarding the fitness of the Provider services for a particular purpose and do hereby represent, warrant and agree that it will comply at all times with Operating Regulations, Laws, and PCI DSS. Your use of the Provider services is at your own risk and you shall be solely responsible for all authorized or unauthorized use of such Provider services including but not limited to the unauthorized use of such services whether by you, Provider, a member of the Merchant Group, or each of such parties' employees, agents, or representatives.

f. **Account Monitoring; Security.** We may monitor the credit and debit card transactions processing activity received from the Merchant Group and investigate unusual or suspicious activity, provided, that in no event do we assume any responsibility to discover any possible breach of your or your Provider's security or misuse of the Provider services. We shall have the right to inspect your operation, system and websites used by you or your service providers to verify your compliance with security obligations. We may discontinue acceptance of the card transactions processing activity from the Token Grouping and/or provision of the tokenization service immediately at any time without advance notice to you or your Provider.

4. Electronic Benefits Transfer ("EBT") Services.

The Financial Management Services ("FMS") of the U.S. Department of Treasury, and/or various of the EBT Program State(s)/Alliance(s), have entered into agreement(s) with third party processor(s) (collectively and individually, "Contractor") to manage the EBT Program(s) implemented by FMS and/or the EBT Program State(s)/Alliance(s).

Processor has entered into agreements with one or more Contractors (collectively and individually "Processor Agreement") which permit Processor to be an acquirer processor in certain of the EBT Programs.

Acquirer Services will mean the data processing systems and procedures provided by Processor to facilitate Merchant's participation in the EBT Program(s). In the event Merchant receives any of the Acquirer Services or otherwise participates in any of the EBT Programs, Merchant agrees to the following obligations which are in addition to Merchant's obligations in the Agreement and in addition to any other obligations in the Operating Rules relating to the EBT Program(s) and/or Acquirer Service(s), as they may be amended from time to time.

a. **Compliance with Operating Rules.** Merchant will be solely responsible for obtaining a copy of the then current Operating Rules for each EBT Program in which Merchant elects to participate from the applicable Contractor, EBT Program State/Alliance, FMS or Processor, no less than 30 days prior to the commencement of Merchant's participation in each such EBT Program. Merchant agrees to abide by and fully comply with the documentation as may be in effect from time to time, and to perform and fulfill any and all obligations and responsibilities, and discharge any and all duties and liabilities relating to Processor, Contractors or retailers to which it may be subject in accordance with such documentation or other rules or regulations adopted by Contractor(s), FMS or the EBT Program States/Alliances, or which may arise in any other manner or from any other source related to the Acquirer Services or the EBT Program(s).

b. **Merchant Delegation of Personnel.** Merchant will provide personnel, one of whom will be a management level technical interface person, to monitor, oversee and maintain its devices participation in the EBT Program(s). This personnel will also be responsible for monitoring Merchant's compliance with documentation, including but not limited to, each EBT Program's procedures and requirements applicable to Customer and its processor and for ensuring Merchant fulfills all of its responsibilities in connection with its participation in each EBT Program.

c. Activity Files. Processor will make available to Merchant activity files of its EBT Program transactions in a Processor format, unless similar information is provided by Processor through other services provided to Merchant.

d. Files not Provided, Link Fees. Processor will not provide: (i) routing of activity files received from Contractor(s) to Merchant; or (ii) any other files or reports not specifically described above. Merchant will be responsible for, and agrees to pay Processor, all telecommunications fees, assessments and related expenses in connection with Processor establishing and maintaining a link with each Contractor in order to provide Acquirer Service to Merchant. Processor may allocate such fees, assessments and related expenses in such manner as it deems advisable in its sole discretion.

e. Inspection Rights. Merchant agrees to allow the auditors of Processor, Contractor(s), FMS or the EBT Program State(s)/Alliance(s), to review the files held and procedures followed, and inspect the facilities used, by Merchant in connection with the Acquirer Services or the EBT Program(s). Processor may be required to perform on-site inspections of Merchant's premises and Merchant agrees to be responsible for Processor's out-of-pocket expenses and its standard fees for the time spent by Processor's personnel (which will be assessed at Processor's then current Standard Hourly Rate) in conducting such on-site inspections.

f. Changes in Goods or Services. Merchant agrees to immediately notify Processor and the applicable Contractor in writing of any changes in the goods and services for which EBT Program cards are accepted as payment from participants in the applicable EBT Program.

g. Authorizations. Merchant authorizes Processor to provide Contractor(s), FMS and/or the EBT Program State/Alliance with such information about Merchant, as requested or required according to the Processor Agreement(s), the Retailer Agreement(s), the Operating Rules or the other documentation, or as may be required to participate in the EBT Program(s).

h. Instructions, Documentation, Reports and ACH Authorization. Merchant agrees to take all steps necessary to settle with Processor for EBT Program transactions involving Merchant's terminals in accordance with Processor's standards and documentation; and Merchant will be responsible for making any necessary reconciliation or adjustments in accordance with the documentation. Processor will provide Merchant standard Processor reports for the services provided to Merchant. Merchant will always maintain an open checking account at a financial institution which Processor or its agent can access through the Federal Reserve's Automated Clearing House ("ACH") system. Merchant authorizes Processor and its agents to debit and/or credit the account to settle any and all amounts due under the Agreement and any Addenda including, but not limited to, processing fees and transaction settlement. Unless otherwise agreed to in writing by Processor, Merchant will be treated as one settlement endpoint with respect to all transactions processed by Processor using Acquirer Services. Merchant will always maintain the account with sufficient cleared funds to meet its obligations under this Agreement. In the event Merchant desires to change the account or the financial institution where the account is located, Merchant will give Processor at least 30 days prior written notice of any such change.

5. Chargeback Service Fee.

The below tiered Chargeback Service Fee shall apply to Merchant. Beginning on the Effective Date the Chargeback Service Fee will be charged monthly per MID at the below Tier 1 amount and thereafter, on a semi-annual basis, which first such semi-annual period may be less than six (6) months, Merchant's highest annual number of chargebacks within the term of the Agreement, shall determine the applicable monthly fee tier assessed. In the event Merchant has twenty-six (26) or more chargebacks in any annual period, thereafter Merchant will be charged \$25.00 per chargeback, in lieu of a monthly fee. If Merchant has less than twelve (12) months of transaction history with Processor, Merchant's actual number of chargebacks will be annualized in the above semi-annual reviews to determine the below applicable tier. Notwithstanding the foregoing, if Processor at any time, in its reasonable discretion, believes that Merchant will have twenty-six (26) or more chargebacks in any annual period, upon notice to Merchant, Processor may charge Merchant a fee of \$25.00 per chargeback, in lieu of a monthly fee.

Tier	Annual Number of Chargebacks	Monthly Fee
1	0	\$10.00
2	1-2	\$15.00
3	3-4	\$20.00
4	5-8	\$25.00
5	9-12	\$30.00
6	13-17	\$40.00
7	18-21	\$45.00
8	22-25	\$50.00

6. Additional Services or Expenses.

Merchant agrees that Processor may charge Merchant for any non-specified service it provides Merchant ("Additional Service") or expense it incurs on behalf of Merchant ("Additional Expense") any time after Merchant's initial receipt of the same, and Merchant

agrees to pay for such service (at Processor's standard fees in effect from time to time) or expense in accordance with this Agreement. Merchant acknowledges and agrees that it will notify Processor in writing and in accordance with the notice provisions of the Agreement in the event Merchant does not want the Additional Service and that such written notice will be sent to and actually received by Processor within 90 days of Merchant's first receipt of the Additional Service ("Additional Service Cancellation"). Merchant will not dispute, and will be unconditionally obligated to pay for, any Additional Service fees for which Merchant has not provided and Processor has not actually received an Additional Service Cancellation in accordance with the foregoing and any Additional Expense.

7. Store and Forward Service.

The Store and Forward service is a secondary, offline option of credit card acceptance enabled typically in the event of internet connectivity down-time. Store and Forward may be applicable as a temporary solution for businesses needing to accept payments in environments without access to the internet, such as trade shows or farmer's markets. Optionally, businesses sometimes elect to process offline transactions with a working internet during times of peak business demand. When Store and Forward is enabled, it allows merchants to store transactions offline until either internet connectivity has been restored or the business need subsides. Offline transactions are then forwarded to Processor for a valid card issuer authorization. From the cardholder's perspective, the transaction flow is unchanged, yet the important distinction for the merchant is that the transaction is not authorized in real time and may in fact decline when forwarded. Where there are benefits to this functionality in maintaining transaction up-time especially during times of internet uncertainty, there are also risks and an assumption of liability by you which need to be carefully considered as set forth below in this section. You understand and agree that use of the Store and Forward Services is dependent on the point of sale system configuration and capabilities for the processing of such service transactions which you are solely responsible. Further, with regard to the Store and Forward services, it is important that you and your point of sale service providers and integrated software vendors understand and agree that there are inherent risks when not obtaining an authorization at the time of the transaction and those risks, between you and us, rest solely on you. Transactions processed via Store and Forward are high risk and may be declined, error out, or otherwise fail to process when forwarded to us. When enabling Store and Forward, you accept full liability for all transactions, whether or not an authorization approval code is received, including loss of revenue due to declined or failed transactions, chargebacks, and losses, fees, fines, and penalties related to transactions processed via the Store and Forward application. Further, we are not liable to you in the event the transaction data is not stored within the point of sale device for any reason. We make no warranty, expressed or implied, with respect to servicing, processing, or acceptance of Store and Forward transactions and you assume all liability when using or otherwise accepting to process in a Store and Forward/offline manner.

8. FastAccess™ Funding Service.

a. FastAccess™ Funding Program Services. The FastAccess funding program provides accelerated funding of Merchant's card transactions, typically between two and five hours after settlement of Merchant's credit and debit card transactions, by way of Original Credit Transaction ("OCT") through VisaNet or Maestro which permits Processor through Member Bank to initiate credits to a designated Visa or MasterCard debit card account that Merchant will be requested to provide (the "FastAccess Services"). Prior to using the FastAccess Services Merchant must provide Processor a debit card account in a PCI compliant manner. The debit card account designated by Merchant must be a U.S. issued debit card with an institution that is enabled for OCT transactions. Merchant authorizes Processor to initiate a zero dollar authorization to such account as part of the establishment of Merchant's use of the FastAccess Services.

b. Pricing. The fee for the FastAccess Services is listed on the Application and charged on either a per occurrence/deposit or a monthly basis (as identified on the Application). If no fee is listed on the Application then Merchant will be charged Processor's then standard rate for the use of the FastAccess Services.

c. FastAccess Services Terms, Conditions and Limits. The FastAccess Services are part of the Services under the Merchant Processing Agreement and subject to the terms and conditions of Merchant's use of Services under the Merchant Processing Agreement as well as the terms, restrictions, and condition in this Addendum A which include those listed below:

- Limits. The per transaction limit applicable to the FastAccess Services is \$15,000.00. Daily limits also apply.
- Limitations on Availability of FastAccess Service. FastAccess Services is not supported by all Card issuers.
- Changes to or Removal of Attributes, Requirements, and Functionality. Visa, Maestro, and Processor may at any time change or remove any of the attributes, requirements, and functional specifications related to the OCT and FastAccess funding program or withdraw such services entirely.
- Default Settlement and Suspension of Service. Transactions that do not meet the requirements, exceed the limits, or are otherwise not settled via the FastAccess Services shall route your settlement via the normal ACH Card transaction settlement solution under the Services. The trigger of certain limits or limitations may suspend the use of the FastAccess Services.

d. Disclaimer and Limitation of Liability. Merchant understands and agrees that the disclaimer of warranties and limitation of liabilities applicable to Processor and Member Bank set forth under the Merchant Processing Agreement apply to the herein FastAccess Services and neither Processor nor Member Bank shall be liable to Merchant for any loss, delay, error, interruptions or damage of any kind or character, whether direct, indirect or consequential, resulting from the use, delay, inoperability, or other failure of the FastAccess Services.

9. Virtual Terminal Service.

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

- i) Program Setup Fee up to \$150.00
- ii) Monthly Usage Fee: up to \$30.00/month
- iii) Transaction Fee up to \$0.08/transaction*

*This fee is in addition to all other applicable fees and charges for a transaction.

10. Pay at The Table. Pay at the Table service enables mobility and line busting advantages to EMV transactions and tableside payments. This service uses functionally enabled Wi-Fi or Bluetooth PIN Pads and an updated queuing technology between the device (s) and your point of sale system. This queuing feature allows you to use one device to many POS workstations or multiple devices to a single POS workstation.

11. eWIC. eWIC service is an electronic benefits program under the USDA's Food and Nutrition Service specially designed as a supplemental nutrition program for women, infants and children (WIC). The federal WIC program combines State approved food benefits used by eligible consumers in participating States and Tribal Member agencies. A State issued eWIC EBT card replace the historically used vouchers/checks. In order for you to process WIC, Processor's eWIC program enables your POS developer to certify your POS solution to Processor and your State specifications. eWIC services are subject to applicable federal and state rules, regulations and laws. Merchant agrees to pay the monthly fee listed in the Application which, if not listed, is \$5.00 per MID

12. Online Reporting Services and Fees. Upon Merchant's written request and acceptance of the same by Processor, Processor will allow access to Processor's proprietary and confidential Direct, Direct Express, or iQ service (collectively "Online Reporting Services Services") whereby Processor makes available Processor's data base of Merchant's activity. Processor's Online Reporting Services are subject to change without notice and will be provided in accordance with Processor's standards. Merchant may request establishment on Processor's system of one or more user IDs ("User ID") to access the Online Reporting Services. In the event Merchant utilizes Processor's iQ online reporting tool, Merchant will have User ID administration capabilities which may be subject to software licensing terms as applicable. User ID Setup and Standard Maintenance will be performed in accordance with Processor's general timeframes, standards, and scheduling. Although not obligated to, Processor reserves the right at its option and without notice to suspend the password on a User ID or inactivate and/or delete any User ID if it has not successfully logged on to the Online Reporting Services in a sixty day (or other interval determined by Processor) period, it has shown suspicious activity or Processor determines that there is or may be a violation of Processor's then current security procedures or standards involving the Online Reporting Services or Merchant's access to the same. However, Merchant shall provide Processor with prompt written notice of all User IDs which are no longer active, should be deleted and/or should otherwise be changed (e.g., password change, etc.). Processor reserves the right (but shall not have any obligation) to request that Merchant designate in writing those employees or agents of Merchant which may authorize establishment of Merchant IDs on Processor's system. However, Merchant shall be solely responsible for any unauthorized access to the Online Reporting Services and Merchant's data therein including but not limited to unauthorized Merchant employee or agent access, action taken on behalf of Merchant or at the request of any of Merchant's employees or agents (even if not authorized) and/or failure to notify Processor in writing and independently verify suspension of a password on a User ID or inactivation and/or deletion of a User ID. Merchant acknowledges that Processor's standard policy and practice is to truncate all primary account numbers ("PAN") appearing on the Online Reporting Services. However, Merchant has requested that certain of its User IDs will be established with the ability to view the entire PAN. Merchant acknowledges that there is risk involved in accessing a full PAN, and Merchant hereby assumes all such risk, whether or not foreseeable. Merchant shall not sell, purchase, provide, or exchange any PAN accessed via the Online Reporting Services to any third party, and Merchant shall be fully responsible for any unauthorized disclosure of any such PAN. Although not obligated to, Processor reserves the right at its option and without notice to suspend the ability to view full PANs on a User ID without prior notice to Merchant in Processor's reasonable discretion. Merchant shall provide Processor with prompt written notice of all User IDs which need access to full

PAN data, and Merchant will supply Processor with all information reasonably requested by Processor in order to properly establish such User IDs. In conformance therewith, Merchant shall be solely responsible for ensuring the accuracy of all User ID's with access to full PAN Data, and Merchant shall be solely responsible for any use of a PAN by Merchant or its agent, officer, employee, or other user of any of Merchant's User IDs, whether authorized or unauthorized, and Merchant shall indemnify, defend, and hold harmless Processor, and its directors, officers, employees, affiliates and agents from and against all proceedings, claims, losses, damages, demands, liabilities and expenses whatsoever, including all legal and accounting fees and expenses and all collection costs, incurred by Processor, its directors, officers, employees, affiliates and agents resulting from or arising out of the use of the Online Reporting Services system by Merchant or its employees, agents, or officers. In the event Merchant accesses the Online Reporting Services through one or more third parties (e.g., through the internet, a third party provider, etc.), Merchant acknowledges and agrees that Processor shall have no responsibility or liability whatsoever for any actions or inactions of such third parties, including but not limited to inability to access the Online Reporting Services, interruption in access to the Online Reporting Services, errors or inaccuracies in data received by Merchant, etc. Not limiting the generality of the foregoing, Processor's only obligation will be to make the Online Reporting Services available on Processor's system in accordance with Processor's standards. Merchant agrees that even if Merchant is billed for the Online Reporting Services pursuant to a Merchant Price Schedule, that all of the foregoing terms and conditions apply to the Online Reporting Services. Processor shall assess fees to Merchant for either Direct, Direct Express, or iQ, depending on which service has been established on Processor's system with respect to Merchant. In the event that Merchant believes that Processor has established the incorrect Online Reporting Service on its system, and/or has billed Merchant for the incorrect Online Reporting Service Merchant shall send Processor written notice of such fact, and Processor will change Merchant's Online Reporting Service definitions and/or billing as may be appropriate. Merchant shall be responsible for any amounts invoiced to Merchant for the applicable Online Reporting Service that Merchant is actually provided access. Merchant agrees to pay Processor the following fees for the Online Reporting Services and for any action taken by Processor in accordance with the foregoing or at the request of Merchant:

- a) Direct / iQ
 - (i) Enterprise Subscription License Fee \$50.00 / month / User ID used *

* Provides enhanced hierarchy access, User administrator rights, reports, merchant summary, transaction research, alerts, disputes, and large data set access. Each User ID that is used in a given month, as determined by Processor's records of User IDs which have logged onto Direct / iQ, during the month, will result in a separate subscription license fee charge. Available to large, enterprise level merchants.

- (ii) Standard Access No Charge or as otherwise quoted *

* Provides access to reports, merchant summary, transaction research and basic alerts and disputes. Available to small, mid-market level merchants

- (iii) Data Edge:

Data Edge for Merchants is an online business intelligence tool available through iQ that is designed to provide access to payment data, with query, dashboard, scheduling, and extract functionality.

- 1. Designer \$150.00 /month / active User ID
- 2. Guided \$50.00 /month / active User ID
- 3. Each Additional Data Component \$25.00 / month / active User ID

Agenda item #27, 12.08.2020, Integrated Payments Merchant Processing agreement, Worldpay

Final Audit Report

2020-12-08

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