



ORDER FORM

Prepared for: ICBA Bancard, Inc.
1615 L Street NW, Suite 900
Washington DC 20036-5623
Order Form Effective Date: 8/1/2020

Fidelity Information Services, LLC
601 Riverside Avenue
Jacksonville, FL 32204-2946

SOLUTIONS

Solution	Applicable Addendum (New)
FIS Card Personalization	The attached Card Personalization and Fulfillment Services Addendum applies to this product.
BASE2000	The attached Credit Card Processing Services Addendum applies to this product.
TBS	The attached Credit Card Processing Services Addendum applies to this product.
FIS Charitable Giving	The attached FIS Charitable Giving Services Addendum applies to this product.
FIS Code Connect	The attached FIS Code Connect Services Addendum applies to this product.
Professional Services	The attached Professional Services Addendum applies to this product.
SecurLOCK™	The attached SecurLOCK™ Services Addendum applies to this product.
SecurLOCK™ EQUIP	The attached SecurLOCK™ Services Addendum applies to this product.

- Term.** Each Service on this Order Form will begin on the Commencement Date for that Service and continue for the Term of the Agreement, unless otherwise terminated in accordance with the Agreement.
- Merchant and Card Processing Focus Groups.** In consideration of Bancard entering into and complying with the terms of this Order Form, during the Term of the Agreement, FIS will continue to (i) host bi-annual Merchant and Card Processing Focus Group meetings in St. Petersburg, Florida and (ii) provide reimbursement up to an aggregate amount of Ten Thousand Dollars (\$10,000) per meeting and Five Hundred Dollars (\$500) per person for one (1) person per Program Bank for two (2) nights of hotel expense.
- Annual New Business & Growth Fund.** In consideration of Bancard entering into and complying with the terms of this Order Form, during the Initial Term, FIS will contribute up to Three Hundred Thousand Dollars (\$300,000) per year for use as payment of signing bonuses, incentive payments, growth-directed marketing efforts and other similar payments as mutually agreed by the parties to secure net new business and volumes. For the avoidance of doubt, all such payments must be predicated on the satisfactory evaluation of the financial benefits to each party, as mutually determined by the parties. Such funds shall only be available for use during the Initial Term. Any funds that remain unused at the expiration of the Initial Term shall be deemed expired.
- Waiver of Conversion Fees.** During the Initial Term, in the event a Program Bank converts from one FIS credit card processing platform to another FIS credit card processing platform or converts from processing on a



FIS credit card processing platform via the Bancard Program to processing on a FIS credit card processing platform via a direct customer relationship with FIS (i.e., independent of the Bancard and the Bancard Program) during the Initial Term, FIS will perform such conversion at no cost to Bancard or the Program Bank, provided; however, that in the event such Program Bank terminates the corresponding credit card processing services within twelve (12) months following the conversion date, the Program Bank will reimburse FIS the full amount of conversion fees that would have otherwise been due had FIS billed for such conversion at its standard rates.

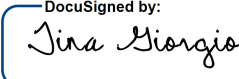
5. **Mass Enabled Program Services.** During the first twelve (12) months after which a financial institution becomes a New Program Bank (the "Offer Period"), the one-time fee(s) for any Program Service previously offered to pre-existing Program Banks as part of a mass enablement campaign ("Mass Enabled Program Service") shall be one hundred twenty-five percent (125%) of the discounted one-time fee(s) offered as part of the mass enablement campaign for the Mass Enabled Program Service. For example, if the discounted one-time fee for a Mass Enabled Program Service was \$10,000, the one-time fee for a New Program Bank for such Mass Enabled Program Service during the Offer Period would be \$12,500. All recurring fees for any Mass Enabled Program Service will be billed at FIS's then-current rates, as reflected in Schedule A, Schedule K, or other mutually agreed upon pricing attachment. At the expiration of the Offer Period applicable to a New Program Bank, such New Program Bank, will be billed at FIS's then-current rates for any one-time fee(s) associated with any Mass Enabled Program Service, as reflected in Schedule A, Schedule K, or other mutually agreed upon pricing attachment. For purposes of this Section, "New Program Bank" shall mean any financial institution that becomes Program Bank subsequent to the Order Form Effective Date.

6. **Agent Banks.** FIS will endeavor to create standardized pricing (e.g., recurring fees, transaction fees and implementation fees) for Programs Banks that make the Services on this Order Form available to cardholders via third-party institutions (e.g., Agent Banks). In creating this standardized pricing, FIS will consider whether it would be beneficial from a business perspective to create a subset of standardized pricing that would be reserved for smaller Program Banks, as reasonably determined by FIS. Where mutually agreed upon by FIS and Bancard, FIS will create this subset of standard pricing and indicate which Program Banks (either by name or asset size) are eligible to receive it.

7. **Service Level Schedule.** The Service Levels set forth in the Service Level Schedule attached hereto as Exhibit A shall apply to the provision of the applicable Services.

8. **Miscellaneous.** This Order Form is governed by the Information Technology Services Agreement between **ICBA Bancard, Inc.** and **Fidelity Information Services, LLC** dated 8/1/2020. In the event of any conflict between this Order Form and the Agreement, the terms of this Order Form govern the Services on this Order Form. By signing this Order Form, Bancard, as agent for and on behalf of Program Bank(s), agrees to purchase the Services listed on the attached pricing attachment(s) at the prices listed. This Order Form may be executed and delivered by electronic means. Electronic signatures will be deemed original signatures for all purposes and will legally bind the parties to the same extent as an original signature.

ICBA BANCARD, INC.

DocuSigned by:
Signature: 
186713D038D14CE...
Name: Tina Giorgio
Title: President & CEO
Date: June 29, 2020 | 14:02 PDT

FIDELITY INFORMATION SERVICES, LLC

DocuSigned by:
Signature: 
3B5D062C125F49A...
Name: Matthew Egan
Title: Accounting Manager
Date: June 29, 2020 | 22:02 EDT



CARD PERSONALIZATION AND FULFILLMENT SERVICES ADDENDUM

1. **Introduction.** Bancard, as agent for Program Bank(s), engages FIS as a provider of Program Banks' card personalization and fulfillment services as indicated in the pricing attachment ("Service(s)") in accordance with this Card Personalization and Fulfillment Services Addendum ("Addendum"). This Addendum is a part of the Information Technology Services Agreement described on the Order Form to which this Addendum is attached ("Agreement"), and capitalized words not otherwise defined herein have the meaning set forth in the Agreement. The General Terms apply to the Services provided pursuant to this Addendum.

2. **Commencement.** For the purpose of this Addendum, the "Commencement Date" pursuant to the first sentence of Section 3.2.1 of the General Terms for the Service under this Addendum shall be (i) the date that FIS first receives Proper Instructions from the Program Bank, or (ii) if the Service under this Addendum is already in production for Program Bank, the Commencement Date agreed upon by the parties in writing. Except as modified hereby, the remainder of Section 3.2 of the General Terms shall apply.

3. **Services.** In accordance with Program Bank's Proper Instructions (defined below), FIS will provide contactless cards, chip cards, non-chip cards, paper materials, and card personalization services as described in the attached pricing attachment and mail or ship cards to cardholders at the addresses specified. Program Bank shall transmit card orders meeting FIS specifications for new and replacement card issuances via secure electronic file. FIS will not begin manufacturing materials or card personalization services (excluding testing) until it receives Proper Instruction. Program Bank shall, through one or more persons authorized in writing by Program Bank to give orders, corrections and instructions in the name of and on behalf of Program Bank, timely submit to FIS (a) completed proof and quote approval forms for manufactured materials; (b) completed test approval forms for card personalization and fulfillment services; and (c) such other written instructions specifying action to be taken or omitted ("Proper Instructions"). Every card production order submitted must pass FIS's computer automated card production edits, which are the exact production specifications tested and approved by Program Bank. Card orders that fail production edits may result in delays in production fulfillment. Delivery of cards is deemed complete upon FIS's delivery of the supply of cards to either FIS's designated presort company, the United States Post Office, a common carrier or courier, or Program Bank's designated employee or agent. Program Bank shall bear all risk of loss associated with the cards once delivery of cards is complete.

3.1 Intentionally Omitted.

3.2 Intentionally Omitted.

3.3 If Program Bank purchases the "Chip Card Plug-in" Service, the following terms shall apply:

3.3.1 The Service permits Program Bank's FIS approved locally installed instant issuance software to access the FIS data center in a real-time mode for chip card data preparation and personalization.

3.3.2 Program Bank is solely responsible for compliance with VISA® and Mastercard® and other applicable Network rules which govern the issuance of cards in branch/store locations.

3.3.3 FIS will provide coordinated delivery of generic or customer owned card materials as requested by Program Bank. Use of the Service by Program Bank requires that all card materials are procured from FIS. When made available, Program Bank must initiate all card shipment requests via the online order management system.

3.3.4 **Technical Support.** FIS shall provide Program Bank with reasonable technical assistance via a Tier 2 support escalation from an approved instant issuance software provider. All technical support inquiries must originate with an approved instant issuance software provider.

3.4 If Program Bank purchases the "Contactless Card" Services, the following terms shall apply:

3.4.1 FIS is entitled to use Bancard and/or Program Bank specific BIN data to conduct the certification activities for the BASE2000 and/or TBS platform during the term of the Contactless Card Services. Program Banks are entitled to access and use the Contactless Card Services for its internal business purposes only. Any third-party software provided as part of, or in conjunction with, the Contactless Card Services may only be used by Program Banks as part of, or in conjunction with, the Contactless Card Services and not independently of the Contactless Card Services.

3.4.2 Program Banks shall have the right to use the Contactless Card Services only in the form provided by FIS.



3.4.3 All rights not expressly granted are reserved to FIS, including, without limitation, the right to sell or give licenses or rights to use the Contactless Card Services to other parties. Program Banks shall have no rights with respect to the Contactless Card Services or Documentation other than the rights expressly set forth herein.

3.4.4 FIS will be responsible for gathering or staging account and transaction data necessary to complete the platform certification activities with Visa and/or Mastercard (as applicable). Program Banks will not be required to provide anything specific relative to the platform certification efforts.

4. **Production Errors.** FIS's sole obligation with respect to an FIS error in embossing, encoding, or imprinting cards shall be to replace cards with such errors at FIS's expense. Reruns necessitated by incorrect input media, order instructions or incorrect Data format submitted by Program Bank to FIS will be charged to Program Bank by FIS's at then current fees.

5. **Termination and Post Termination Obligations.** Upon expiration or termination of this Addendum for any reason, FIS shall promptly return to the Program Bank all supplies and purchased card stock, letterhead, and other materials.

6. **Fees.** The Program Bank shall pay FIS the fees set forth in the pricing attachment to this Addendum. Shipping, freight and courier costs are in addition to the fees set forth in the pricing attachment and will be separately stated on the FIS invoice.



CREDIT CARD PROCESSING SERVICES ADDENDUM

1. **Introduction.** Bancard, as agent for Program Bank(s), engages FIS to provide the card processing, issuing and ancillary services indicated in the pricing attachments ("Service(s)") to Program Banks, in accordance with this Credit Card Processing Services Addendum ("Addendum"). This Service is made available to Program Banks in the United States to permit the processing of credit card ("Card(s)") account transactions initiated by the Program Bank's Customers worldwide ("Accounts") over clearing and settlement networks owned by third parties such as VISA or Mastercard ("Association(s)"). This Addendum is a part of the Information Technology Services Agreement described on the Order Form to which this Addendum is attached ("Agreement"), and capitalized words not otherwise defined herein have the meaning set forth in the Agreement. The General Terms apply to the Services provided pursuant to this Addendum.

2. **Services.**

2.1 FIS shall provide the Service in compliance with all Association's rules and regulations, as amended from time to time, and Laws that are applicable to it as a third-party processor ("TPP"). FIS has registered as a TPP, also as a member service provider and has submitted all necessary agreements and statements associated with those registrations. FIS shall fully comply with all applicable VISA and Mastercard Bylaws and Rules and any operational regulations, procedures or guidelines established from time to time by VISA and Mastercard.

2.2 The Program Bank shall pay FIS any fees associated with furnishing Data and/or output to agencies or other bodies that regulate the Program Bank. The Program Bank shall be responsible for any the Program Bank specified reporting that is mandated by an Association or third-party service provider. Any fees assessed with respect to such reporting shall be the responsibility of the Program Bank.

2.3 In the event there is a change in law, regulation, or Association rules and regulations that impact the Services (the "Mandatory Changes"), FIS shall modify the Services in order to remain in compliance with such rules and regulations. FIS may charge a Program Bank a reasonable compliance development fee as a result of any such Mandatory Change; provided, however that any such fee shall be assessed on all similarly situated FIS clients. FIS shall not assess a Program Bank fees related to development work associated with the semi-annual compliance releases by the Association(s) in April and October of each year.

2.4 The Program Bank hereby assumes financial responsibility for all transactions it sponsors into the Visa and Mastercard networks.

2.5 The Program Bank must be and remain a licensee of all Associations that clear and settle transactions to its Accounts.

2.6 The Program Bank shall establish a Settlement Account in the Program Bank's name to enable VISA and/or Mastercard to settle transactions, dues, fees, assessments and other amounts directly to the Program Bank Settlement Account. The Program Bank shall maintain sufficient balances in the Settlement Account to enable such VISA and/or Mastercard settlements. Neither Bancard nor FIS shall bear any responsibility or liability for funding of the Program Bank's Settlement Account.

2.7 FIS agrees to implement new technologies on both FIS processing platforms upon which Program Bank are implemented for the Services (as of the Effective Date of the Order Form to which this Addendum is attached, FIS's TBS and BASE2000 platforms), unless otherwise agreed to by the parties, that have been generally adopted within the credit card processing industry that are applicable to FIS's provision of the Services hereunder as a third party service provider within eighteen (18) months of FIS's competitors (i.e., providers of credit card issuer processing services) having adopted and made available such technologies; provided that FIS and Bancard have collaboratively constructed and agreed upon a business model that establishes the technology investment (i.e., such model must comply with FIS's capital investment requirements, hurdles etc.); and provided further that the business model for a new technology is self-sustainable. If the business model agreed to by the parties reflects that a new technology is not self-sustainable, FIS will not be not required to implement such technology pursuant to the foregoing; Bancard may, in such event, elect to pay for or subsidize the initiative, as mutually agreed by the parties, in order for the technology to proceed to implementation. Time spent by FIS on compliance with the requirements of this Section 2.7 shall not be charged against the programming hours under Section 21 of the General Terms. In the event that FIS fails to meet the 18-month deadline for self-sustainable new technologies pursuant to the foregoing and fails to cure such shortfall within an additional ninety (90) day period, Program Banks may seek such new technology from another processor without incurring any liquidated



damages under the Agreement, subject to forty-five (45) days prior notification and payment of applicable deconversion fees.

2.8 If (i) Bancard, as agent for Program Bank(s), requests a custom enhancement or modification to a Service ("Custom Enhancement"), excluding (A) changes already on FIS's product roadmap, provided that FIS has reasonably demonstrated to Bancard that the such changes were on FIS's roadmap, or (B) if, from a functionality or equivalency perspective, the requested feature or function is available via the Service using then-current capabilities or features; (ii) Bancard reasonably believes that such Custom Enhancement provides Bancard with a competitive advantage against FIS's other clients; and (iii) Bancard includes a request, in writing, for exclusivity related to such Custom Enhancement prior to the commencement of such Custom Enhancement (collectively, (i), (ii), and (iii), may be referred to hereinafter as, the "Exclusivity Requirements"), then, for a period of time to be mutually agreed upon by the Parties in writing, but no less than six (6) months following acceptance of any Custom Enhancement by Bancard (the "Exclusivity Period"), FIS shall not use, disclose, or in any way provide such Custom Enhancement for or to any third party or allow a third party to utilize all or any portion of such Custom Enhancement, except that: (i) if FIS elects to use the Custom Enhancement to develop an enhancement for FIS's other clients, FIS will, as its sole obligation and Bancard's sole remedy, provide a pro-rated credit of the amount Bancard paid for such Custom Enhancement based on the number of months remaining in the Exclusivity Period starting when the enhancement for such other client(s) is put into production, and (ii) if FIS elects to independently develop any custom enhancements similar to a Custom Enhancement, irrespective of whether or not it has been developed by FIS, at the request of FIS's other clients, FIS will, as its sole obligation and Bancard's sole remedy, provide a pro-rated credit of the amount Bancard paid for such Custom Enhancement based on the number of months remaining in the Exclusivity Period starting when the enhancement for the other client(s) is put into production.

2.9 If FIS discontinues funding investments in the FIS TBS processing platform (i.e., in effect sunsets such platform directly or indirectly by no longer implementing updates to or required new functionality for such platform), FIS agrees to provide its standard conversion services to all Program Banks that want to convert to FIS's BASE2000 processing platform, which will provide no less features and functionality than the TBS processing platform, without charge and without change in pricing, provided that such conversion is a standard conversion, without any system enhancements, program enhancements or other customizations that may be requested by a Program Bank. Any such enhancement or customization would be subject to FIS's then current fees for professional services.

2.10 On Bancard's behalf, FIS agrees to comply with all applicable Visa and Mastercard filing and reporting requirements that are required as a result of or in connection with FIS serving as a third party provider of Program Services for Bancard pursuant to this Addendum. Bancard agrees to provide information to FIS in connection with and, upon FIS's request, to reasonably assist FIS in, preparing and submitting such reports.

2.11 If the Program Bank purchases the "Fraud and Dispute Chargebacks" Services, the following additional subsections shall apply:

2.11.1 Standard. In the standard environment under the full-service/enhanced model, FIS will manage all aspects of the Fraud and Dispute Chargeback Services through: (i) case creation upon initiation of disputes, (ii) Customer communication (TBS, BASE2000 and Pass-Through credit only); and, (iii) the Program Bank communication to enable Account maintenance. In the event of fraud, the Fraud and Dispute Chargeback Services include: (a) determination of available resolution rights regarding fraudulent transactions; (b) all phases of the chargeback cycle; and, (c) certification of the fraud in accordance with the applicable Association rules and regulations that are applicable to FIS as a TPP. In the standard environment under the basic model, FIS will manage the same aspects of the Fraud and Dispute Chargeback Services that it manages in the standard environment under the full-service/enhanced model, except that the Program Bank shall be solely responsible for all Customer communications.

(a) Fraud Cases – the Program Bank is responsible for: (i) all fraud reports received prior to implementation; (ii) placing a block on the Account and placing it into the Visa Exception file, Mastercard Authorization File or the Combined Warning Bulletin, as applicable; (iii) blocking ATM access when necessary; (iv) notifying FIS of fraudulent activity by providing a complete Dispute/Fraud Cover Sheet; (v) monitoring a reported Account for any new postings and promptly reporting to FIS; (vi) providing FIS with additional information as requested; and (vii) forwarding to FIS any Customer inquiry concerning a lost/stolen Card no later than sixty (60) days from the transmittal date of the statement on which the charge appears.

(b) Dispute Cases - the Program Bank is responsible for: (i) all dispute inquiries received prior to implementation; (ii) providing Customers with FIS's contact information to initiate Card disputes; (iii) notifying FIS



of receipt of Customer disputes by providing a complete Dispute/Fraud Cover Sheet no later than sixty (60) days from the transmittal date of the statement on which the charge appears; (iv) submitting chargeback requests involving non-matching Account numbers, no authorization, decline authorization or other related authorization disputes within thirty (30) days of the transaction posting date; and, (v) posting a credit or debit to the Customer's Account upon notification from FIS and/or assessing any applicable fees to the Customer's Account.

2.11.2 Distributive. In the distributive environment (i.e., self-service/self-managed model), FIS will provide the Program Bank with a browser-based system to enable the Program Bank to enter and track all phases of dispute recovery activities. The distributive environment is only available for VISA and MasterCard card programs. The Program Bank is responsible for reporting all fraud transactions to Visa and Mastercard, as appropriate. In the event the Program Bank requests FIS to handle any phase of the dispute recovery process on its behalf, then the Program Bank understands that the terms, conditions, fees, Specifications and operational requirements associated with FIS's standard full-service chargeback processing shall apply.

2.11.3 Enhanced Claim Resolution. In addition to the terms and conditions applicable to the Fraud and Dispute Chargebacks Services, the following additional subsections shall apply to the "Enhanced Claim Resolution" feature of the Fraud and Dispute Chargebacks Services:

(i) Enhanced Claims Resolution is comprised of data, software, technology, and/or services that FIS procures, whether in whole or in part, from a third-party service provider ("Third-Party Service Provider"). As of the Effective Date set forth on the Order From to which this Addendum is attached, Ethoca, Inc. serves as the Third-Party Service Provider.

(ii) the Program Bank shall be responsible for providing any required Customer notices and obtaining all necessary Customer consents in order for FIS to provide Enhanced Claims Resolution.

(iii) the Program Bank assumes all risk and liability associated with transactions, including any risk of counterfeit, charged-back or fraudulent transactions. The Program Bank shall have no recourse, and shall assert no claim, against FIS or the Third-Party Service Provider.

(iv) In lieu of FIS's indemnification and defense obligations under the General Terms, FIS agrees to pass on to the Program Bank, to the extent permitted pursuant to FIS's agreement with Third-Party Service Provider, any right of the Program Bank to be defended and/or indemnified by Third-Party Service Provider against any Losses based on or resulting from the Service.

2.12 If the Program Bank purchases the "Balance Transfers" Service, the following additional subsections shall apply:

2.12.1 FIS will process Balance Transfer requests received from the Program Bank and Customers. FIS must receive complete and accurate transfer account information to initiate a Balance Transfer. FIS will debit the Account provided by the Program Bank for the amount of the Balance Transfer, debit the Settlement Account for the amount of the Balance Transfer and issue an electronic payment, check or draft to the designated creditor(s). Up to three (3) creditors per cardholder may be requested as part of a submission. However, each will constitute and be billed as an individual "Balance Transfer Transaction."

2.12.2 The Program Bank acknowledges that: (i) with respect to any Balance Transfer, FIS has no obligation to contact the Program Bank to inquire as to the availability of credit on a Customer Account or to seek authorization for the Balance Transfer; (ii) FIS will process Balance Transfers Monday through Friday, excluding holidays; and, (iii) FIS will treat Balance Transfers as cash advances or purchases, as directed by the Program Bank.

2.12.3 The Program Bank shall: (i) fund the Settlement Account with funds equal to the amount of the applicable Balance Transfer prior to submitting the Balance Transfer request to FIS; (ii) provide complete and accurate information relating to any Balance Transfer, including information pertaining to the designated creditor(s) that is to receive payment; (iii) review the Customer's credit limits to ensure there is sufficient credit available to complete the requested Balance Transfer; and, (iv) make Customer pricing decisions regarding the terms for Balance Transfers, including rates and promotion periods.

2.12.4 The Program Bank acknowledges that, as a result of providing Balance Transfer Service, the Program Bank may incur Losses resulting from fraud, over limit risk and cardholders' failure to pay. FIS disclaims any and all liability associated with any such Losses.

2.13 If the Program Bank purchases "Card Production" or "Card Personalization" Services, a separate Addendum to the Agreement is required for such Services.



2.14 If the Program Bank purchases the "Pay By Phone" Service, the following additional subsections shall apply:

2.14.1 FIS shall provide, and the Program Bank shall utilize, Pay By Phone, which enables Customers to make payments to credit Accounts over the telephone and initiate an ACH transfer from the Customer's checking account ("Pay By Phone Transactions"). Initiation of the Pay By Phone Transactions shall be performed by either the Program Bank or FIS depending on which entity is performing general customer service functions for Customers at the time the Customer requests the transaction ("Customer Service Provider"). The transfer must be drawn on Customer's personal or company checking account in U.S. dollars at a U.S. domiciled financial institution.

2.14.2 The Program Bank's Use of the System. FIS hereby grants to the Program Bank, to the extent that the Program Bank is acting as the Customer Service Provider, a revocable, non-exclusive license to access and use FIS's proprietary Pay By Phone System ("System") for the purposes of conducting Pay By Phone Transactions on behalf of Customers. The Program Bank may access the System solely through use of the ServiceView user interface system provided by FIS. The Program Bank may not rent, lease, lend, sublicense or otherwise provide any person with access to the System without FIS's written consent.

2.14.3 Ownership. All rights and title, including all copyrights, patents, trademarks, trade secrets and all other intellectual property rights in and to the System and any copies thereof are owned by FIS or its suppliers. The Program Bank shall have no proprietary, intellectual property, or other rights in the System or in any related data, designs, code, programs, information, engineering, firmware, or materials except as expressly provided in this Addendum.

2.14.4 Initiating a Pay By Phone Transaction.

(a) By the Program Bank. Where licensed to do so, the Program Bank may use the System to initiate Pay By Phone Transactions by entering the necessary ACH Processing Information for one or more Pay By Phone Transactions. "ACH Processing Information" shall include the ABA number, bank account number, check number and other information required by FIS or the Operating Rules of the National Automated Clearing House Association and any regional ACH associations (collectively "Rules"). The Program Bank must enter complete and accurate ACH Processing Information in order for the Pay By Phone Transaction to be properly processed.

(b) By FIS. Where FIS is the Customer Service Provider, FIS shall perform the Program Bank's responsibilities as set forth in (a) above on behalf of the Program Bank.

2.14.5 Authorizations.

(a) Customer Service Provider must read verbatim to Customer the script displayed on the System's screens, as amended from time to time by FIS, and must obtain Customer's verbal authorization of the Pay By Phone Transaction prior to requesting initiation of a Pay By Phone Transaction.

(b) Upon receipt of authorization data, FIS shall process the Program Bank's authorization request through the System and transmit an electronic response to the Program Bank indicating whether the Pay By Phone Transaction is authorized or declined by FIS. If a Pay By Phone Transaction is authorized, FIS shall provide the Program Bank with a confirmation number. After authorization, the System will convert the ACH Processing Information to a request for payment and submit it to the Originating Depository Financial Institution ("ODFI") for processing and settlement through the ACH.

(c) FIS (or its agent) will send an authorization confirmation letter to all Customers who verbally authorized a successfully completed Pay By Phone Transaction.

2.14.6 Transaction Report. FIS's daily reports to the Program Bank will include information regarding Customers' Pay By Phone Transactions.

2.14.7 User Guide. FIS shall provide the Program Bank with a user guide for the System, and, the Program Bank shall only utilize those functions of the System as permitted hereunder.

2.14.8 Notices.

(a) During all Pay By Phone Transactions, Customer Service Provider shall verbally disclose to Customers that a service charge, where applicable, will be assessed to the Customer for any dishonored or uncollected Pay By Phone Transaction.

(b) Customer Service Provider shall notify the Customer of a Pay By Phone Transaction that is not authorized, and must verbally provide Customer the FIS-approved decline notice contained in the script in Exhibit



A ("Decline Notice") as required under the Fair Credit Reporting Act and amended from time to time in FIS's sole discretion. The Program Bank shall implement any Decline Notice modifications within ten (10) days of receiving a written request from FIS to do so.

2.14.9 Compliance. Customer Service Provider shall: (i) abide by all Laws and obligations governing the use of electronic funds transactions, including those set forth in the Rules; and (ii) accept any reversals or withdrawals necessary to comply with Rules.

2.14.10 Disputes. In the event of a dispute regarding Pay By Phone Transactions, the parties will reasonably cooperate in the sharing of Customer authorization records for the Pay By Phone Transaction(s) in question.

2.14.11 Security. The Program Bank shall use its best efforts to employ security standards, including firewalls, operating systems and other appropriate hardware and communication techniques, necessary to exclude programs, extraneous code, viruses, hacking, or Data theft that may damage or interfere with the use of the Data, System or Services of FIS. The Program Bank shall promptly notify FIS if it discovers any mistakes, omissions, errors, viruses, or other defects and will promptly inform FIS of: (i) the date of discovery; (ii) the method of transmission or causation; and (iii) the corrective action taken by the Program Bank.

2.14.12 the Program Bank acknowledges that FIS may be unable to proceed with a transaction due to negative information relating to the ACH Processing Information provided by Customer, including Account closed information. Further, interruption could occur during FIS's regularly scheduled maintenance times, which currently are Sundays from 1:00 a.m. until 6:00 a.m. ET, and Mondays from 1:30 a.m. until 5:30 a.m. ET on an as needed basis. FIS disclaims any and all liability for any Losses based upon or resulting from the accuracy or results of the System, or Pay By Phone Service, or any claims by Customers arising from or relating to a declined Customer transaction.

2.14.13 FCRA. The Program Bank acknowledges receipt of the following notices, attached as Exhibit B, that describe the Program Bank's obligation under the Fair Credit Reporting Act: (i) Notices to Furnishers of Information: Obligations of Furnishers Under the FCRA and (ii) Notice to Users of Consumer Reports: Obligations of Users Under the FCRA (collectively, the "FCRA Notices").

2.15 If the Program Bank purchases the "Card Activation" Service, the following additional subsections shall apply:

2.15.1 Customers shall initially receive their Card in a condition that is unusable in most cases until activated as provided herein.

2.15.2 The Program Bank shall select one (1) to four (4) specific file data elements ("Data Elements") that each Customer shall be required to match during the activation process prior to FIS activating that Card. Data Elements include but are not limited to date of birth, last four digits of the cardholder's Social Security number, last four digits of the cardholder's tax identification number and zip code. The Program Bank acknowledges that each additional Data Element selected shall increase the time needed by FIS to make an activation decision and decrease the likelihood of a proper activation.

2.15.3 If more than one Data Element is selected, the Program Bank shall specify if all Data Elements are required for activation or if only one (1) Data Element is required for activation.

2.15.4 The Program Bank shall be responsible for ensuring the accuracy and completeness of all Data Elements on file with FIS. The Program Bank shall use its best efforts to complete missing Data Element components prior to a Card activation attempt. Accurate Data Elements must be on file approximately sixty (60) days prior to the month of reissue as the authorization/activation system is typically updated at that time.

2.15.5 FIS shall provide Card Activation through both an automated response unit and live voice customer service to Customers seven (7) days a week, twenty-four (24) hours a day except for the time necessary to perform nightly system updates.

2.15.6 The Program Bank shall have the ability to override Card activation denials through the FIS relations representative between the hours of 8:00 a.m. and 8:00 p.m. ET, Monday through Friday. FIS shall report all overrides back to the Program Bank.

2.15.7 The Program Bank authorizes FIS to provide the Program Bank's Card customer service telephone number to Customer after three (3) denied activation attempts.



2.15.8 The Program Bank shall have the choice of requiring activation on new Accounts and/or reissued Accounts. Card Activation is not available when additional Cards are requested by a Customer.

2.15.9 Upon initiation of the Card Activation Service, unless otherwise agreed by the parties, post mailers will not be mailed alerting the Customer that the Card was previously mailed and should have been received.

2.15.10 FIS shall provide daily reports of Card Activation activity that will include (i) detailed information related to Cards activated, (ii) activation attempts, (iii) Customers that have not activated their Card(s) within the specified period of time established by the Program Bank and (iv) Card Activation Data Element exceptions (e.g., missing data) on new Accounts.

2.15.11 FIS shall provide a report that reflects Data Element field population for each Customer Account currently on file at FIS. The Program Bank shall utilize this report to determine/modify its Data Element selection. This feature of the Card Activation is not applicable to a start-up institution or new plans. The Program Bank acknowledges that changing the Data Elements from time to time increases the security level of the Card Activation Service.

2.15.12 In addition to those indemnification obligations set forth in the General Terms, the Program Bank shall indemnify FIS against any and all Losses asserted by a third party that result from, relate to, arise out of, or are incurred in connection with (i) the Program Bank's failure to exercise reasonable care in maintaining accurate and complete Data Elements on file at FIS for its Customers, and (ii) Customer dissatisfaction with receiving a Card that must be activated prior to use.

2.16 If the Program Bank purchases "Tokenization" Services, the following additional subsections shall apply:

2.16.1 The Program Bank acknowledges that use and implementation of tokenized payment credentials requires services from FIS and the applicable mobile wallet provider (e.g., Apple Pay, Samsung Pay and Google Pay) and/or payments network (e.g., Visa, Mastercard). FIS shall have no responsibility for, or liability arising from, services provided by payment networks or mobile wallet providers in connection with the use of tokenized payment credentials or the Tokenization Services.

2.16.2 The Program Bank's use of the Tokenization Services may be dependent upon the Program Bank agreeing to terms and conditions required by mobile wallet providers or payments networks, which may include additional fees or charges. The Program Bank shall agree to any such terms and conditions prior to the commencement of the Tokenization Services and shall comply with such terms and conditions during the term of the Tokenization Services.

2.16.3 If the Program Bank is a Mastercard issuer, the Program Bank will be subject to Mastercard's pricing, rules and regulations for use of the Mastercard Digital Enablement Service ("MDES") and Mastercard Digital Enablement Express program ("MDEX"). If the Program Bank is a Principal (as such term is defined in the Mastercard Rules) in a Mastercard payments network, the Program Bank will be required to agree to the pricing, rules and regulations applicable to MDES and/or MDEX prior to the commencement of the Tokenization Services. If the Program Bank is an Affiliate (as such term is defined in the Mastercard Rules) in a Mastercard payments network, the Program Bank authorizes FIS to agree to the MDES and/or MDEX pricing, rules and regulations on the Program Bank's behalf. The Program Bank shall comply with the MDES and MDEX rules and regulations during the term of the Tokenization Services.

2.16.4 If the Program Bank is a VISA issuer, the Program Bank will be subject to VISA's pricing, rules and regulations for use of the VISA Digital Enablement Program ("VDEP"). If the Program Bank is a Principal (as such term is defined in the VISA Rules) in a VISA payments network, the Program Bank will be required to agree to the pricing, rules and regulations applicable to VDEP prior to the commencement of the Tokenization Services. If the Program Bank is an affiliate (as such term is defined in the VISA Rules) in a VISA payments network, the Program Bank authorizes FIS to agree to the VDEP pricing, rules and regulations on the Program Bank's behalf. The Program Bank shall comply with the VDEP rules and regulations during the term of the Tokenization Services.

2.16.5 The Program Bank shall be solely responsible for determining the token provisioning decisioning criteria and rules applicable to the Tokenization Services. The Program Bank may elect to implement the standard token provisioning decisioning criteria and rules template provided by FIS, or to implement, at the Program Bank's expense on a time and materials basis, custom token provisioning decisioning criteria and rules. FIS shall have



no liability for Losses arising from the implementation or use of the token provisioning decisioning criteria and rules elected by the Program Bank.

2.16.6 The fees and charges set forth on the pricing attachment for Tokenization Services exclude any fees, costs, or expenses charged by mobile wallet providers or payments networks. The Program Bank shall be responsible to pay any fees or expenses charged by mobile wallet providers and/or credit payment networks in addition to the fees set forth on the pricing attachment.

2.17 In the event that the Program Bank purchases the "Step-Up Authentication (OTP) Services", the following additional subsections will apply:

2.17.1 The Program Bank engages FIS to provide the Service in conjunction with FIS's Tokenization Services to assist the Program Bank in authenticating the identity of cardholders that initiate token provisioning requests using a supported mobile wallet.

2.17.2 The Program Bank acknowledges that FIS will implement the Service for all cardholder accounts registered under the BINs that the Program Bank has enrolled for FIS's Tokenization Services.

2.17.3 In rendering the Service, FIS will use information provided by the Program Bank (i.e., cardholder's SMS mobile phone number and/or email address) to support FIS's ability to obtain out-of-band authentication data so that the applicable payment network can attempt to verify the 6-digit identification code the cardholder enters into their mobile wallet.

2.17.4 FIS will deliver the 6-digit identification code to the cardholder via the supported delivery channel that the cardholder selects (text or email). In the event that FIS cannot validate the identity of an individual using the identity verification information provided to FIS by the Program Bank, the individual will be referred to a call center to complete their token provisioning request.

2.17.5 FIS's role in supporting a token authorization request will be limited to validating card status, expiration date, CVV2/CVC2 and cardholder Zip code.

2.17.6 The Program Bank understands that the Service is intended to detect and prevent potential unauthorized token provisioning activity. However, the Program Bank acknowledges that; (i) no authentication tool is one hundred percent accurate; (ii) it is likely that some unauthorized provisioning transactions will go undetected; and, (iii) some legitimate token provisioning requests may fail for any reason such as missing cardholder verification data (i.e., SMS mobile phone number and/or email address), more than 3 incorrect attempts of the one-time passcode, and/or passcode expiration.

2.17.7 The fees and charges set forth on the pricing attachment for the Service exclude any fees, costs, or expenses charged by mobile wallet providers or payment networks. The Program Bank shall be responsible to pay any fees or expenses charged by mobile wallet providers and/or credit payment networks in addition to the fees set forth in the pricing attachment(s).

2.18 If the Program Bank purchases the "Statement Marketing" Service, the following additional subsections shall apply:

2.18.1 The Service enables the Program Bank to include marketing images ("Images") with electronic or printed credit card statements ("Statements") for qualifying Customer Accounts. Images may be included in the available white space on the Statement or in the form of a full-page Statement insert.

2.18.2 In accordance with the Specifications, the Program Bank shall submit Images to FIS and FIS will provide a proof for each Image submitted by the Program Bank. The Program Bank shall review the proof and approve or decline the proof for use on Statements for Customer Accounts that meet the Program Bank's qualification criteria to receive the Images.

2.18.3 The Program Bank shall be solely responsible for all Images and FIS disclaims any and all liability arising out of or related to the Images.

2.18.4 The Program Bank shall not provide any Images which: (i) are obscene, threatening, malicious, libelous, or otherwise objectionable in any manner; (ii) violate applicable Laws or any international law or regulation; (iii) infringe upon the proprietary rights of any third party; or, (iv) otherwise expose FIS to civil or criminal liability.

2.18.5 FIS acknowledges that all Images are the property of the Program Bank. The Program Bank represents and warrants to FIS that the Program Bank is the owner of the Images or has obtained the necessary



consent of or license to use from the owner thereof, and further, that the use of the Images by FIS will not infringe any other person's rights, including intellectual property rights, in the Images.

2.18.6 The Program Bank shall indemnify and defend FIS, from and against any and all claims, losses or liabilities arising out of or related to the Images or FIS's use of such Images on Statements produced by FIS hereunder.

2.19 If the Program Bank purchases the "3-D Secure" Service, the following subsections apply:

2.19.1 FIS shall provide secure internet servers and web pages that allow cardholder authentication compatible with Visa Secure and MasterCard ID Check and Identity Check specifications.

2.19.2 Standard installation of the 3-D Secure Service will provide the Program Bank with FIS standard templates accessible by cardholders for authentication purposes and will include the Program Bank's name, logo, and contact information on web pages in a standard template.

2.19.3 The Program Bank shall be responsible for (i) providing all appropriate privacy or other notices to cardholders regarding FIS's access to Data; and, (ii) providing any required cardholder notices and obtaining all necessary cardholder consents in order for FIS to make the communications supported by the 3-D Secure Service.

2.19.4 The 3-D Secure Service will be available twenty-four (24) hours per day, seven (7) days per week; provided, however, that FIS reserves the right to suspend availability of the 3-D Secure Service for the purpose of maintenance or updating. Although FIS will use commercially reasonable efforts to keep these periods of unavailability as short as reasonably possible, the Program Bank acknowledges that 3-D Secure transactions may occur without protection during these time periods and FIS shall have no liability for those transactions.

2.19.5 Only credit cards issued by the Program Bank and processed by FIS are eligible for the 3-D Secure Service.

2.19.6 The Program Bank will use FIS only for technical support in using the 3-D Secure Service system.

2.19.7 In the event the risk evaluation of the transaction warrants that the transaction be challenged, then the cardholder may be requested to verify their identity during a transaction via the following method:

(i) One Time Password (OTP) Generation & Validation. A unique OTP is generated by the 3-D Secure Service. The OTP is sent to the cardholder via an available delivery method selected by the cardholder (e.g., SMS or email). The cardholder then enters that OTP on the shopping page displayed during the transaction and the OTP is validated by the 3-D Secure Service. OTPs will be delivered via one of the options detailed below:

(a) SMS OTP Delivery. The OTP is delivered via a SMS sent to the mobile phone number available for the cardholder. The Program Bank will ensure that mobile numbers for cardholders are uploaded and maintained on FIS's host systems (e.g., TBS, CardBase, etc.). The 3-D Secure Service has the ability to make real-time calls during a transaction to the corresponding FIS host system to obtain the relevant cardholder mobile phone number.

(b) Email OTP Delivery. The OTP is delivered to the email address available for the cardholder. The Program Bank will ensure that email addresses for cardholders are uploaded and maintained on the corresponding FIS host system. The 3-D Secure Service has the ability to make real-time calls during a transaction to the corresponding FIS host system to obtain the relevant cardholder email address.

2.19.8 The following subsections shall apply "Risk Based Authentication" feature of the 3-D Secure Service:

(i) Risk Based Authentication enables (i) the potential fraud risk of a transaction to be evaluated in real-time; (ii) any processor-managed transaction processing rules to be configured via a rules engine; and (iii) any cases of suspected or actual fraudulent transactions to be analyzed, investigated, and marked as fraud or non-fraud. The components of Risk Based Authentication, which implement the above functionalities, are described below:

(a) Predictive Model. The Predictive Model employs a variety of statistical, neural network, and supervised learning techniques to estimate the likelihood that a transaction is fraudulent. The output from the model is a numerical score value between 1 and 999 (1 = low probability the transaction is a fraud; 999 = high probability the transaction is a fraud). The score is used in conjunction with the rules engine to determine an appropriate course of action with respect to the transaction (e.g., allow, deny, or challenge).



(ii) Use of 3-D Secure Data. The effectiveness of the Predictive Model for the Program Bank depends on the timely and accurate reporting by all FIS clients of transaction data, including, without limitation, fraudulent authentication attempts that fail, fraudulent authorization attempts that are not approved, and fraudulent transactions (i.e. disputes), to enable the training of newer models (collectively, the “3-D Secure Data”). For the avoidance of doubt, the Program Bank’s 3-D Secure Data will be used for the development of Predictive Models that are then used by all FIS clients who subscribe to Risk Based Authentication. All 3-D Secure Data input to the Predictive Model for development or risk scoring purposes shall be anonymized. The Program Bank shall timely deliver any 3-D Secure Data or other information necessary for the provision of the Risk Based Authentication feature in an electronic form and format approved by FIS. FIS may use the Program Bank’s 3-D Secure Data to: (i) develop, maintain, and update the Predictive Models used by the Risk Based Authentication feature to learn the patterns associated with fraud and non-fraud transactions; and (ii) undertake research into new fraud methods and detection techniques, which may result in the development of new Predictive Model versions and variants or new service offerings or enhancements at FIS’s sole discretion.

(iii) In the event the Program Bank stops using Risk Based Authentication, the Program Bank acknowledges and agrees that the Program Bank’s 3-D Secure Data that was used to train the Predictive Model will not be deleted or purged, and will continue to be used to develop Predictive Models.

2.19.9 FIS disclaims all liability to the Program Bank for, and the Program Bank shall indemnify and hold FIS harmless from, any and all Losses arising in connection with any of the following: (i) any occurrence of fraud in connection with a credit card; (ii) any reimbursement through the 3-D Secure Service (if the Program Bank has contracted for the 3-D Secure Service) for fraud in connection with a credit card and a 3-D Secure password; (iii) cardholder transaction(s) not being completed due to cardholder choosing not to enroll in the 3-D Secure Service at the time of the transaction(s); and (iv) cardholder transaction(s) being denied due to cardholder data being invalid on the cardholder record in FIS’s database.

2.20 If the Program Bank purchases the “Automated Consumer Notifications” Service, the following additional subsections shall apply:

2.20.1 The Program Bank engages FIS to provide the Automated Consumer Notifications Service in conjunction with FIS’s Tokenization Services to assist the Program Bank in authenticating the identity of cardholders that add cards to their supported mobile wallet.

2.20.2 The Program Bank acknowledges that FIS will implement the Automated Consumer Notifications Service for all cardholder accounts registered under the BINs that the Program Bank has enrolled for FIS’s Tokenization Services.

2.20.3 In rendering the Automated Consumer Notifications Service, FIS will use information provided by the Program Bank (i.e., cardholder’s mailing address and/or email address) to support FIS’s ability to provide notification messages to the Program Bank’s cardholders.

2.20.4 FIS will deliver consumer notification message to the cardholder via the supported delivery channel options the Program Bank selects (i.e., postcard and/or email).

2.20.5 The Program Bank understands that the Automated Consumer Notifications Service is intended to detect and prevent potential unauthorized token provisioning activity. However, the Program Bank acknowledges that; (i) no authentication tool is one hundred percent accurate; (ii) it is likely that some unauthorized provisioning transactions will go undetected; and, (iii) some legitimate token provisioning requests may fail for any reason such as missing cardholder verification data (e.g. SMS mobile phone number and/or email address).

2.20.6 The Program Bank shall be solely responsible for providing and updating the required cardholder contact information in the designated FIS card management system in order for FIS to provide the notifications supported by the Automated Consumer Notifications Service. FIS shall not be liable, and the Program Bank shall indemnify FIS, for any Losses that result from the failure of FIS to deliver notifications to cardholders caused, in whole or in part, by inaccurate or incomplete cardholder contract information provided by the Program Bank. FIS will provide the Program Bank with exception reports detailing the cardholder notifications that fail to be delivered, and the Program Bank shall be solely responsible for delivering the required notification to the cardholders identified on such exception reports.

2.20.7 the Program Bank shall be responsible for providing any required cardholder notices and obtaining all necessary cardholder consents in order for FIS to provide the notifications supported by the Automated Consumer Notifications Service.



3. **Termination**. Notwithstanding anything to the contrary in the General Terms, either party may terminate this Addendum upon an affirmative act of insolvency by VISA or Mastercard, as applicable or the filing by VISA or Mastercard, as applicable, of any action under any reorganization, insolvency, or moratorium law, or upon the appointment of any receiver, trustee, or conservator to take possession of the properties of VISA or Mastercard, as applicable, and liquidated damages under the General Terms shall not apply.



FIS CHARITABLE GIVING SERVICES ADDENDUM

1. **Introduction.** Bancard, as agent for Program Bank(s), engages FIS to provide in/PACT's charitable giving services ("Third-Party Services") to Program Bank(s) via the Internet or private communications network as indicated on the pricing attachment, at the prices specified on the pricing attachment. This Addendum is a part of the Information Technology Services Agreement described on the Order Form to which this Addendum is attached ("Agreement"), and capitalized words not otherwise defined herein have the meaning set forth in the Agreement. The General Terms apply to the Third-Party Services provided pursuant to this Addendum.

2. **Commencement.**

2.1 At a mutually agreeable time following execution of this Addendum, the Third-Party Services provider will conduct a kick-off meeting with the Program Bank personnel. The kick-off meeting will be in the form of a conference call and will last approximately one (1) hour. The Program Bank must have Internet access at its location during the kick-off meeting. During the kick-off meeting, the parties will discuss proposed timelines for project completion with agreed-upon due dates.

2.2 The Program Bank shall timely deliver any Data or other information necessary to commence the Third-Party Services in an electronic form and format approved by FIS. The Program Bank is solely responsible for all communications equipment or services necessary for the Program Bank's use of the Third-Party Services in accordance with the Specifications. The Program Bank's failure to timely provide or maintain the data communications equipment or services may result in Third-Party Services failures and/or additional fees.

3. **Data.** FIS shall not be responsible for the accuracy, completeness or authenticity of any Data furnished by the Program Bank or a third-party, and shall have no obligation to audit, check or verify that Data. If any Data submitted by the Program Bank or a third-party to FIS is incorrect, incomplete or not in the required format, FIS may require the Program Bank to resubmit the Data or FIS may correct the Data and bill the Program Bank its then-current rates for performing those corrections. FIS shall attempt to notify the Program Bank prior to the Program Bank incurring such expense.

4. **Third-Party Service.**

4.1 The Program Bank wishes to add, and FIS agrees to provide, integration to the Third-Party Services. The Third-Party Services consist of FIS making available to the Program Bank's Customers ("End Users") via the Program Bank's online Customer channels (e.g., online banking) the ability to enroll in the Third-Party Services, and, for End Users who complete enrollment for the Third-Party Services, the ability to select certain of their accounts at the Program Bank for use with the Third-Party Services. In connection with the launch of the Third-Party Services, the Program Bank shall conduct a commercially reasonable marketing program to market the Third-Party Services to End Users and prospective End Users.

4.2 End Users wishing to use the Third-Party Services will be required to enter into an agreement directly with the Third-Party Services provider governing the use of Third-Party Services prior to the use of the Third-Party Services.

4.3 The Program Bank acknowledges and agrees that FIS's provision of Third-Party Services hereunder necessitates certain agreements with third parties and the Program Bank hereby authorizes FIS to act as the Program Bank's agent for the limited purpose of entering into, on the Program Bank's behalf, agreements necessary to register the domain name and the domain security key for Program Bank's charitable giving site. The Program Bank agrees that the Program Bank's charitable giving site may contain identifications (e.g., name, logo or brand) of third parties and expressly authorizes such identifications. FIS shall have the right, in its sole discretion, to exclude any offensive material or refuse access to the Third-Party Services to any End Users.

4.4 The Program Bank shall have sole responsibility for all Losses resulting from, arising out of, or incurred in connection with compliance by FIS or its affiliates with Program Bank or End Users specifications or instructions, information accessed or transactions effected with a lost, stolen, counterfeit or misused access code, authenticating image or identification number and any transfer or instruction initiated by an End User which is not completed due to lack of funds.

4.5 FIS makes no warranties or representations of any kind regarding the correctness, accuracy, completeness, merchantability or fitness of the Third-Party Services or any associated data, information or system. FIS agrees to pass on to the Program Bank, to the extent permitted, any right of the Program Bank to be defended and/or indemnified by the Third-Party Services provider against any claim, action, proceeding, damages, or liability based on or resulting from the Third-Party Services, upon the Program Bank's express



written request, provided, however, that, notwithstanding anything herein, FIS does not assume or accept any liability or responsibility, and shall not be liable or obligated, for any obligation, liability or claim (including, without limitation, under the indemnification and defense provisions of the Agreement) arising from or related to, in whole or in part, any Third-Party Services or any use or application thereof, or any combination of any software, technology, and/or services with the Third-Party Services.

4.6 FIS may increase the fees charged for the Third-Party Services in the amount of any increase in the fees charged to FIS by the Third-Party Services provider. This increase in fees may be in addition to any increase in fees for the Third-Party Services permissible under the General Terms.

5. **Third-Party Services Substitution.** FIS has the right to substitute any brand or provider of the Third-Party Services, at its sole discretion, at any time with or without notice, provided that the quality of the Third-Party Services is not materially harmed by such substitution. The Program Bank will not rely on identification of specific brands or names of third-party providers as an obligation of FIS to use any particular brand or third-party provider.

6. **Promotional Materials.** As part of the Third-Party Services, FIS will provide the Program Bank the promotional Materials described on Exhibit A attached hereto. The Program Bank may use the promotional Materials provided by FIS only as set forth in the General Terms. Any other internal communications, marketing or external communication materials relating to the Third-Party Services must be approved by FIS prior to publication or communication to Customers, the Program Bank's employees or agents, or other third parties. The Program Bank acknowledges that additional expenses may be incurred for custom promotional materials provided by FIS.

7. **Use of Name and Logo.** The Program Bank hereby authorizes FIS to provide the Program Bank's name and logo to the Third-Party Services provider as necessary to co-brand the Third-Party Services. The Program Bank shall (i) not use the name, logos, or trademarks of the Third-Party Services provider unless pre-approved in writing by FIS; and (ii) shall consult with FIS before use of the same in any press releases, websites or similar widespread publication.

8. **Indemnification.** In addition to any other indemnification provided in the General Terms, with respect to the Third-Party Services, the Program Bank shall indemnify, defend, and hold harmless FIS and its officers, employees, directors, affiliates and agents, in their individual capacities or otherwise, from and against any and all Losses resulting from, arising out of, or incurred in connection with: (i) any claim brought by a third-party, including End Users, based on or arising out of the Third-Party Services, including, without limitation, any End User's claim for economic loss or other damages; (ii) the Program Bank's or any End User's misuse of the Third-Party Services; (iii) FIS's or its affiliates' compliance with specifications or instructions of the Program Bank or any End User; (iv) transactions effected with a lost, stolen, counterfeit or misused access code or identification number; (v) any transfer or instruction initiated by an End User which is not completed due to lack of funds in the End User's account; and, (vi) FIS's or its affiliates' use of data supplied by the Program Bank or any End User and of trademarks, copyrights or other intellectual property supplied by the Program Bank. To the extent any conflicting provisions of this Section and the General Terms exist with respect to indemnification, the provisions of this Section expressly supersede any such provisions of the General Terms.

9. **Compliance.** The Program Bank shall be solely responsible for: (i) providing all appropriate privacy or other notices to End Users; (ii) obtaining all necessary End User consents; (iii) determining the authority of any person accessing the Third-Party Services; (iv) preparing, maintaining, and monitoring compliance and verifiable documentation with respect to the foregoing; and, (v) compliance with applicable Laws, regardless of any advice or Materials provided by FIS.

10. **Fees.** The Program Bank shall pay FIS the fees set forth in the pricing attachment attached hereto. FIS may pass-through to the Program Bank any increased fees from third parties. All fees shall be paid and settled in accordance with the General Terms.



EXHIBIT A

Promotional Materials

Program Overview (explanation of program, benefits, participation requirements, schedule)

Social media FAQ, tips and suggested cadence

Six (6) pre-launch social media posts (2 Twitter, 2 FB, 2 Instagram)

One (1) pre-launch email copy

Six (6) during launch social media posts

One (1) during launch email copy

Six (6) post-launch social media posts

One (1) post-launch email copy



FIS CODE CONNECT SERVICES ADDENDUM

1. **Introduction.** Bancard, as Agent for Program Banks engages Fidelity Information Services, LLC (“FIS”) to provide those FIS Code Connect services (the “Code Connect Services”) and application programming interfaces, web hooks or similar programming tools as are set forth in pricing attachment(s) to this Addendum (the “Code Connect API(s)”) to enable the exchange of data between Program Bank applications (“Program Bank Application(s)”) and certain FIS systems in accordance with this FIS Code Connect Services Addendum (this “Addendum”) and the applicable Specifications. This Addendum is a part of the Information Technology Services Agreement described on the Order Form to which this Addendum is attached (the “Agreement”). Capitalized words not otherwise defined herein have the meaning set forth in the Agreement. The General Terms apply to the Services provided pursuant to this Addendum.

2. **Code Connect Services.**

2.1 FIS hereby grants to Program Bank a limited, personal, revocable, nonexclusive, non-sublicensable, and nontransferable license and right, during the Term of the Code Connect Services, to use the Code Connect APIs in connection with Program Bank’s use of Processing Services (as defined below) and in accordance with the Specifications and this Addendum and for no other purposes. Program Bank shall not, and shall not permit any approved third party to: (a) distribute, sell, assign, transfer, or sublicense any Code Connect API or the Code Connect Services, or any part thereof, to any third party; (b) access and use the Code Connect APIs for a third party’s access and use of such FIS systems not expressly permitted under the Agreement; (c) adapt, modify, translate, reverse engineer, de-compile, disassemble, or create derivative works based on the Code Connect API or any part thereof, or otherwise attempt to derive source code, trade secrets or know-how in or underlying the Code Connect API or any portion thereof; (d) copy the Code Connect API, in whole or in part; (e) interfere with, modify, disrupt, or disable features or functionality of the Code Connect API, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Code Connect API; (f) except where embedded in a Program Bank Application, use the Code Connect API or the Code Connect Services in any manner to provide service bureau, time sharing, or other computer services to third parties; or (g) export the Code Connect API outside the United States, either directly or indirectly.

2.2 Program Bank must have an agreement in place with FIS for the Service to which each Code Connect API provides access (each, a “Processing Service”). In the event of a conflict between the Agreement or the addendum applicable to a Processing Service and this Addendum, this Addendum shall control with respect to the use of the Code Connect Services and Code Connect APIs.

2.3 The Specifications for any Code Connect Service or Code Connect API may change from time to time. FIS shall continue to support the immediately previous version of a Code Connect Service and Code Connect API for not less than twelve (12) months from the release of any subsequent version. FIS shall have no responsibility to Program Bank for use of any unsupported Code Connect API.

2.4 FIS will provide a Code Connect User ID to Program Bank for use in connection with the Code Connect Services. Code Connect User IDs are not end user or Customer specific and may permit an individual using a Code Connect User ID to access or submit Data and/or execute transactions through the Code Connect Services for more than one Customer. The Code Connect User ID is FIS’s Confidential Information. Program Bank and not FIS is responsible to manage the security of the Program Bank Application(s). Program Bank shall ensure that each user of a Code Connect User ID issued to Program Bank or at Program Bank’s direction is authorized to submit and/or request Data and/or execute transactions through Code Connect Services on Program Bank’s behalf.

2.5 In the event Program Bank’s Code Connect request results in unexpected error messages, instability, or jeopardizes the security or integrity on or of FIS’s system(s) or Data stored therein, FIS may, in its sole discretion, suspend Program Bank’s access to the Code Connect Services without Program Bank’s consent. Program Bank will be responsible for remediation, testing, and certification of all issues identified at Program Bank’s expense, including any FIS support for additional testing and certification, prior to the re-enablement of Program Bank’s access to the Code Connect Services.

3. **Program Bank Responsibilities.**

3.1 Program Bank shall be responsible for coding to the Specifications for the Code Connect Services and Code Connect APIs at its cost, and for managing and executing the activities required for Program Bank to integrate Program Bank Application(s) with the Code Connect Services and Code Connect APIs.



3.2 Program Bank shall not disclose or distribute of any of the Code Connect Services or the Code Connect APIs to any third party or permit any third party to use the Code Connect Services or the Code Connect APIs until such time as the third party has completed FIS's API user registration process.

3.3 Program Bank will be responsible for: (i) meeting the all regulatory and legal requirements with regard to the Program Bank Application, and (ii) the security, handling and delivery of all Data including without limitation, Cardholder Data (as such term is defined pursuant to PCI-DSS) and/or Account Data (as such term is defined pursuant to PCI-DSS). If any Account Data will be accessed or submitted by any Program Bank Application(s) through the Code Connect Services, Program Bank shall maintain, or cause its service provider(s) to maintain, during the term of the Code Connect Services PCI-DSS and/or PA-DSS, compliance for such Program Bank Application(s).

3.4 If FIS approves Program Bank's disclosure, distribution, or use of the Code Connect Services and/or the Code Connect APIs to a Customer, a third party service provider of Program Bank, or any other third party, either directly or through a system integration, Program Bank is responsible (i) for each Customer's and/or third party service provider's use of the Code Connect Services and/or Code Connect APIs, (ii) to require that all Customers and/or third party service providers of Program Bank comply with the requirements, restrictions and limitations applicable to the Code Connect Services provided in the Specifications, this Addendum and the Agreement, and (iii) to require that all such Customers and third party services providers comply with each of the requirements, restrictions and limitations applicable to the Code Connect Services and/or Code Connect API(s) including, without limitation, FIS's right to audit and/or access (either directly or through a third party) any implementation of the Code Connect Services and/or Code Connect API(s) to verify compliance with such requirements, restrictions and limitations.

4. Application Programming Interface.

4.1 FIS or its licensors own and shall retain all right, title and interest in and to all intellectual property rights (including without limitation all patent, copyright, trademark, trade dress, trade secrets, etc.) embodied in or associated with the Code Connect Services, the Code Connect APIs, any FIS system, product, software or Service associated with the Code Connect Services, and the Specifications for all of the foregoing, and any data, modifications, customizations, enhancements, changes, derivative works, derivations, or work product related thereto (collectively, the "FIS Property"). Except for the license granted to Program Bank hereunder, Program Bank is not acquiring, and will not acquire, any copyright, patent or any other intellectual property right in the FIS Property. Any rights not expressly granted to Program Bank hereunder are reserved by FIS or its licensors. The FIS Property is FIS's Confidential Information. Program Bank shall not take any action inconsistent with FIS's ownership of the FIS Property including, without limitation, that Program Bank shall not use or disclose any FIS Property or FIS Confidential Information for any patents or patent applications or take any action, including by using any FIS Property in connection with any other software, that would or may subject any FIS Property to, or any obligation under, any open source license (including, without limitation, the GPL, AGPL, LGPL, and other open source license or any of their versions). If Program Bank or any Program Bank employees, agents or contractors use or disclose any FIS Property or FIS Confidential Information for any patents or patent applications or file or prosecute any patents or patent applications for inventions based on any FIS Property or FIS Confidential Information, FIS and its Affiliates shall have (in addition to other remedies available to them) and are hereby granted a fully paid-up, royalty-free, worldwide, perpetual, irrevocable license to exercise all rights under such patents and patent applications, including the right to grant and authorize sublicenses.

4.2 FIS, its Affiliates, their respective clients, and service providers of the foregoing, may now or in the future be developing products that are similar to or compete with Program Bank's products and applications. Except for NPI, FIS does not agree to, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information provided to FIS in connection with Program Bank's, Customers, or third party service providers to the foregoing use of the Code Connect Services and/or Code Connect APIs (collectively, "Code Connect Disclosures"). Program Bank agrees that any Code Connect Disclosures will be non-confidential and that FIS will be free to use and disclose any Code Connect Disclosures on an unrestricted basis without notifying or compensating Program Bank, its Customers or their respective service providers. Program Bank hereby releases FIS and its Affiliates from all liability and obligations that may arise from the receipt, review, use, or disclosure of any portion of Code Connect Disclosures. Program Bank, on behalf of itself and its Affiliates (each, a "Covenantor") hereby covenants and agrees that Covenantors will not make any claim or initiate any proceeding against FIS or its Affiliates, or their respective customers, based upon any alleged infringement of intellectual property rights arising out of or related to any of use of the Code Connect Services or the Code Connect APIs.



5. **Liability for Use of Code Connect Services.** Program Bank acknowledges and agrees that: (i) any submission of Data to FIS, transmission of Data by FIS, and/or execution of transactions by FIS, in each case whether by Program Bank's third party service providers, and/or Customer(s) through the Code Connect Services is performed on Program Bank's behalf; (ii) FIS shall have no liability to Program Bank or any Customer for FIS's response to any use of the Code Connect Services by Program Bank, Program Bank's third party service providers, and/or Customers including, without limitation, liability arising from or related to improper or unauthorized use of the Code Connect Services through a breach in any Program Bank, of Program Bank's third party service provider's, or any Customer application(s) that have implemented the Code Connect Services; (iii) Program Bank shall indemnify and hold FIS harmless from, any and all losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs or expenses, including reasonable attorney's fees, Program Bank's use of the Code Connect Services including, without limitation, those arising from or related to improper or unauthorized use of the Code Connect Services through a breach in any Program Bank, of Program Bank's third party service provider's, or any Customer application(s) that have implemented the Code Connect Services.



PROFESSIONAL SERVICES ADDENDUM

1. **Introduction.** Bancard, as agent for Program Bank(s), engages FIS to provide technical, programming, consulting, implementation and other professional services ("Service(s)") indicated in the pricing attachment ("Deliverables") described in fully executed statements of work ("SOWs") to Bancard and/or Program Bank(s) in accordance with this Professional Services Addendum ("Addendum"). This Addendum is a part of the Information Technology Services Agreement described on the Order Form to which this Addendum is attached ("Agreement"), and capitalized words not otherwise defined herein have the meaning set forth in the Agreement. The General Terms apply to the Services provided pursuant to this Addendum.

2. **Term.** Unless otherwise specified, each SOW shall terminate upon the sooner of: (i) completion of the applicable Deliverable(s); or (ii) expiration of the SOW's pre-established term.

3. **Deliverables**

3.1 Each SOW shall set forth the Deliverables to be performed, the requirements ("Specifications") for the Deliverables, additional obligations of the parties, any acceptance criteria, the timetable for performance, the location where Deliverables will be performed ("Site"), and the fees to be charged and other terms of the engagement. Each SOW shall reference this Addendum and be a part of it.

3.2 FIS shall perform the Deliverables, in material conformity with the Specifications, provided Program Bank timely performs its obligations. Unless specifically indicated in a SOW, FIS shall not be obligated to provide any storage medium to Program Bank.

3.3 SOWs and their associated Specifications may only be amended by written agreement of the parties. All mutually agreed amendments shall identify what, if any, impact the change has on the Deliverable(s), Specifications, fees or other relevant terms.

3.4 Program Bank shall maintain a copy of all data submitted to FIS (whether directly or through a third-party) to permit reconstruction if ever required. Program Bank assumes all risk and expense associated with data reconstruction. If data reconstruction is ever required, the parties must mutually agree on a schedule for that reconstruction.

3.5 FIS shall submit a test request to Program Bank periodically during the rendition of Deliverables, and Program Bank shall verify that each Deliverable complies with the Specifications within thirty (30) days of that request. Any failure of a Deliverable to materially comply with the Specifications shall be a "Defect." Deliverables shall be deemed accepted if: (i) Program Bank fails to give FIS written notice of a Defect within thirty (30) days after delivery (or within ten (10) days following FIS's correction of the last reported Defect); or (ii) Program Bank uses the Deliverable to process data for production purposes. Once a Deliverable is accepted, FIS is no longer responsible for correcting Defects.

3.6 In no event is FIS obligated to correct a Defect that is caused, directly or indirectly, in whole or in part, by: (i) Program Bank; (ii) a third-party other than FIS's authorized agents; (iii) use of attachments, features, or devices not set forth in the Specifications; (iv) abuse, misuse, or alteration; (v) use outside operating requirements set forth in the Specifications; (vi) improper or inadequate conditions at a non-FIS Site; (vii) improper or incomplete installation of the Deliverable by Program Bank or a third-party; (viii) incorrect or incomplete data used in association with the Deliverable; (ix) software, hardware or system not supplied by FIS; (x) equipment changes, reconfigurations, upgrades or relocations; (xi) a force majeure event; or (xii) a failure that is not directly attributable to FIS or under FIS's direct control. For purposes of this Section 3.6, "FIS" shall include FIS and its Affiliates and authorized agents.

3.7 FIS shall have no obligation to correct a Defect unless: (i) Program Bank provides a written description of the Defect in sufficient detail and supporting documentation to enable FIS to diagnose, and if necessary, recreate it; (ii) Program Bank installs and maintains "dial-up" connectivity in accordance with FIS instructions; (iii) Program Bank reasonably assists FIS in diagnosing the Defect; (iv) the Defect can be diagnosed at an FIS facility; and (v) Program Bank performs reasonable remedial actions specified by FIS.

3.8 FIS shall begin developing corrections for covered Defects upon verifying their existence, and shall use reasonable diligence to complete development in a timely manner based upon their severity and impact on Program Bank's business. FIS may address minor Defects that do not materially impact Program Bank's business with a reasonable "work around" on an interim basis. Program Bank shall be solely responsible for installing any Defect corrections provided by FIS. Program Bank shall pay FIS's then-current rates for analyzing or diagnosing any irregularity or problem not caused by a covered Defect.



3.9 FIS's obligations under this section shall constitute the sole and exclusive remedy of Program Bank for any losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, costs or expenses, including reasonable attorney's fees (collectively "Losses") relating to Deliverables or FIS's performance under this Addendum.

4. **Ownership.** All Deliverables shall be owned solely and exclusively by FIS regardless of who participated in their creation or the medium of expression. Subject to Program Bank's payment of all applicable fees, FIS grants Program Bank a limited, non-exclusive, non-transferable, right and license to use Deliverables solely for its own use and benefit in accordance with the terms of this Addendum and the SOW. Program Bank shall keep all Deliverables free and clear of any claim, lien or encumbrance, and any act by Program Bank purporting to create such a claim, lien or encumbrance shall be void from its inception. Any intellectual property rights that existed prior to the Effective Date of this Addendum shall belong solely to the party owning them at that time. Neither party shall be entitled to any copyright, trade secret or patent owned by the other party.

5. **Limitation of Liability.** FIS's total liability for a Deliverable is limited, in all cases, to the amount of fees actually paid by Program Bank under the applicable SOW for such Deliverable. FIS shall not be responsible for the repair or replacement of any equipment, firmware or computer programs used in association with the Service or a Deliverable.

6. **Termination.** In the event of an early termination of a SOW by Program Bank for reasons other than those set forth in the General Terms: (i) Program Bank shall pay FIS all amounts that would have otherwise been owed under the terminated SOW had it not been terminated, plus any costs incurred by FIS as a consequence of the termination; and (ii) Program Bank shall not receive a refund of any pre-paid fees.

7. **Fees.** Program Bank shall pay FIS the fees set forth in a SOW in accordance with the General Terms, unless otherwise set forth in a SOW. If Program Bank requests services that are outside the scope of a SOW, they shall be billed at FIS's then-current rates.



SECURLOCK™ SERVICES ADDENDUM

1. **Introduction.** Bancard, as agent for Program Bank(s), engages FIS to provide the SecurLOCK™ services indicated in the pricing attachments ("Service(s)") to Program Bank(s), in accordance with this SecurLOCK™ Services Addendum ("Addendum"). These Services are made available to Program Banks in the United States. This Addendum is a part of the Information Technology Services Agreement described on the Order Form to which this Addendum is attached ("Agreement"), and capitalized words not otherwise defined herein have the meaning set forth in the Agreement. The General Terms apply to the Services provided pursuant to this Addendum.

2. **SecurLOCK™ Services.**

2.1 If the Program Bank purchases the "SecurLOCK™" Service, the "SecurLOCK™ Profile" Service or the "SecurLOCK™ Intelligence" Service, the following additional subsections shall apply:

2.1.1 FIS shall provide the Service to the Program Bank and its Customers in either a standard or distributive environment. In a standard environment, using a neural network engine ("Neural Network"), FIS will monitor the Program Bank's transactions and use commercially reasonable efforts to identify potentially fraudulent activity. In a distributive environment, FIS's sole obligation is to grant the Program Bank a non-transferable, non-exclusive, revocable, limited copyright sublicense providing the right to use and access the Service in object code form utilizing workstation components at the Program Bank's location. The Program Bank will configure the application, securely manipulate all software parameters and settings, evaluate, manage, and take action with respect to potentially fraudulent activity in accordance with the Specifications. As of the Effective Date, the Neural Network is a proprietary transaction account fraud detection and reporting system of Fair Isaac Corporation (together with its affiliated companies, "Fair Isaac"), which FIS has obtained the right to offer to its clients pursuant to an agreement with Fair Isaac. The Program Bank shall only use the Service for its Customer accounts that had a balance or any monetary or non-monetary transaction or authorization during the applicable activity month ("Active Accounts").

2.1.2 Approximately fifteen (15) days following the Commencement Date, FIS will begin to develop individual profiles for each Cardholder's Card, which development will take approximately sixty (60) days ("Profiling Period"). At commencement of the Profiling Period, FIS shall provide the Program Bank with notice of the date that the Service will become operational (the "Activation Date"). PRIOR TO THE ACTIVATION DATE, POTENTIALLY FRAUDULENT ACTIVITY WILL NOT BE ROUTED TO FIS's FRAUD ALERT SPECIALISTS FOR REVIEW AND/OR ACTION. This subsection shall not apply in the event that the Program Bank is using the Service in a production environment as of the Effective Date.

2.1.3 When the Service detects a potentially fraudulent transaction in the standard environment, FIS may decline the transaction, place a "hold" on the applicable card to prevent any further transactions, and/or promptly contact by telephone either the Customer or an individual designated by the Program Bank. The Program Bank hereby authorizes FIS to decline card transactions that appear suspicious in FIS's sole discretion and to contact the Customer to confirm transaction activity as deemed appropriate in FIS's sole discretion. In the distributive environment, the obligations set forth in this subsection are the sole responsibility of the Program Bank.

2.1.4 The Service will be available twenty-four (24) hours per day, seven (7) days per week; provided, however, that FIS reserves the right to suspend availability of the Service for the purpose of maintenance or updating during "off-peak" hours. Although FIS will use commercially reasonable efforts to keep these periods of unavailability as short as reasonably possible, the Program Bank acknowledges that fraudulent transactions may occur during these periods and FIS shall have no liability for those transactions. FIS's call center shall operate twenty-four (24) hours per day, seven (7) days per week, however FIS will only place outbound calls 7:00 a.m. to 9:00 p.m. Monday through Friday, and 8:00 a.m. to 9:00 p.m. Saturday and Sunday in the Program Bank's local time zone.

2.1.5 The Program Bank agrees to use reasonable efforts to contact its Customers regarding potentially fraudulent cards or fraudulent use of a card and shall provide FIS with any information obtained from a Customer regarding such cards.

2.1.6 The Program Bank shall participate, via FIS, in Fair Isaac's Fraud Control Consortium ("Consortium"), a cooperative arrangement among card issuers and Fair Isaac that permits Fair Isaac to collect and analyze data on card fraud for the purpose of identifying fraud trends and fraudulent behavior. The Program



Bank authorizes FIS, within thirty (30) days of the Effective Date and monthly after the commencement of the Service, to provide to Fair Isaac encrypted the Program Bank Data and other information requested from time to time by Fair Isaac for use by the Consortium in connection with: (a) Fair Isaac and its affiliates' products and services; (b) in connection with and as part of any Consortium data; and (c) other research, consulting and development activities of Fair Isaac and its affiliates. The Program Bank acknowledges and agrees that contribution of Data to the Consortium is a requirement for use of the Service. All the Program Bank Data provided by FIS to the Consortium shall be subject to commercially reasonable confidentiality provisions, and FIS shall ensure that all the Program Bank Data provided to the Consortium is "de-personalized" and "de-identifiable" and not identifiable to any person, individual, consumer, or entity. The Program Bank's participation in the Consortium may be terminated in the event that the Program Bank is unwilling or unable to provide the Program Bank Data to Fair Isaac at all or in an acceptable format. In such event, the Program Bank will be required to license a custom model from Fair Isaac, pursuant to a separate agreement.

2.1.7 Fair Isaac retains and reserves sole and exclusive worldwide right, title, and interest in and to the Neural Network, the Fair Isaac proprietary software that enables users to configure the application, and to securely manipulate all software parameters and settings, and in any related documentation, subject to the license rights granted to the Program Bank herein.

2.1.8 Only Cards issued by the Program Bank and processed by FIS are eligible for the Service.

2.1.9 The Program Bank understands that the Service is intended to detect and prevent potential fraudulent card activity. However, the Program Bank acknowledges that: (i) no fraud detection tool is one hundred percent accurate; (ii) some fraudulent transactions may go undetected by the Service or other mechanisms and may not be declined; and, (iii) some non-fraudulent transactions may be declined because of the detection of potentially fraudulent activity. The Program Bank acknowledges and agrees that if the data submitted to Fair Isaac is not provided in accordance with the Fair Isaac's specifications, a degradation of performance of the Service may occur, such that it may not perform in accordance with its documentation. The Program Bank will make every reasonable effort to work with FIS to correct any incomplete or inaccurate Data contributed to Fair Isaac.

2.1.10 FIS's obligation to provide the Service shall be contingent upon the Program Bank's compliance with the following: (i) the Program Bank will use its commercially reasonable efforts to keep current on FIS's database all information regarding Customers, including, but not limited to, each Customer's date of birth, telephone numbers, address and Social Security number; (ii) the Program Bank shall participate in periodic confidential surveys deemed necessary by FIS or Fair Isaac to assess the Service's performance; and, (iii) the Program Bank acknowledges and agrees that the parameters for operation of the Neural Network system in the standard environment shall be determined from time to time by FIS and Fair Isaac, as applicable, to attempt to improve the performance of the Service, in their sole discretion. In the distributive environment, FIS will provide ranges of parameters for general operation of the Neural Network but the Program Bank will be solely responsible for designating its applicable parameters for operation. Examples of such parameters include, without limitation, minimum scores required to trigger an inquiry and prerequisites to a decision to block a card or initiate cardholder or the Program Bank contact and the then current Service operating procedures issued by FIS.

2.1.11 "Real-Time Rules" are rules applicable to the scoring mode (as described in the operating procedures). In the standard environment, Real-Time Rules are solely established by FIS. In the distributive environment, the Program Bank will provide FIS with the Real-Time Rules applicable to the operation of the Service. FIS has the right to reject any Real-Time Rule it deems potentially adverse to any Association standard or the performance of the Service.

2.1.12 FIS and Bancard disclaim all liability to Program Bank for, and Program Bank shall indemnify and hold FIS and Bancard harmless from, any and all Losses arising in connection with any of the following: (i) any occurrence of fraud in connection with a Card; (ii) the application of a low risk score when a transaction was actually fraudulent; (iii) the application of a high risk score which results in blocking use of a Card which is not involved in fraudulent activity; (iv) any failure by FIS to decline a fraudulent transaction or to notify the Program Bank or Customer of a fraudulent transaction; (v) any decline of a non-fraudulent transaction; (vi) a Customer's inability to use his or her Card due to FIS placing a restriction on a card which FIS determines to be potentially fraudulent; (vii) Service downtime for maintenance, enhancements, upgrades, and similar activities; and, (viii) transactions that utilize the stand-in processing parameters.

2.1.13 Except as expressly stated herein, the Program Bank warrants that neither the Program Bank nor its affiliates, nor its or their employees, representatives, contractors, and/or agents: (i) shall in any way use the Service other than within the scope of the licenses granted; (ii) shall in any way alter, change, modify, adapt,



translate, or make derivative works from the Service; (iii) shall, with respect to the Service reverse engineer, decompile, disassemble, or reduce any object code to human perceivable form or permit others to do so; (iv) shall sublicense or operate the Service for timesharing, rental, outsourcing, or service bureau operations, or to train persons other than permitted users; (v) shall disclose or publish performance benchmark results for the Service without FIS and Fair Isaac's prior written consent; or, (vi) shall use any third party software provided in connection with the Service in conjunction with any product or service other than the Service. The Program Bank further represents and warrants that it: (a) has sufficient ownership rights to the Program Bank Data, to hold said the Program Bank Data, to deliver or cause it to be delivered by FIS to Fair Isaac, to cause the Services to be rendered with respect to it for the purposes set forth in this Addendum, to receive the processed the Program Bank Data from FIS, and make its intended use of the Program Bank Data; and, (b) has obtained from individuals all consents and has provided all notices necessary with respect to the intended disclosure and use(s) of the Program Bank Data, that are required under applicable Laws. The Program Bank shall indemnify and hold harmless Fair Isaac from and against any and all Losses incurred by Fair Isaac arising from or in connection with a breach of these representations and warranties.

2.1.14 Upon termination or expiration of the right to use the Service for any reason, all licenses granted hereunder shall terminate immediately, the Program Bank shall immediately cease using the Service, and shall either return to FIS or destroy all copies of the Fair Isaac proprietary documentation associated with the Service in the Program Bank's possession.

2.1.15 Program Bank acknowledges that the Service, the Fair Isaac proprietary software, and any related documentation contain confidential and proprietary information belonging to Fair Isaac and its licensors (if any). The Program Bank shall hold the Service, the Fair Isaac proprietary software, and any related documentation in strict confidence and shall not disclose the Service, results thereof, or the Fair Isaac proprietary software, or any related documentation except to its employees or independent contractors who have a need to know for the above stated purpose, and who are bound by obligations of confidentiality no less restrictive than the terms of this Agreement. The Program Bank agrees to use the same degree of care, but no less than a reasonable degree of care, to protect against the unauthorized disclosure of Fair Isaac's confidential and propriety information. The Program Bank shall have no obligation of confidentiality with respect to confidential information which is: (i) is independently developed by the Program Bank without reference to or use of Fair Isaac's confidential and proprietary information; (ii) is obtained by the Program Bank without restriction on disclosure or use from another source without a breach of any obligation of confidentiality owed by such source to Fair Isaac; or, (iii) is or becomes part of the public domain through no wrongful act of the Program Bank or any party that obtained the information from Fair Isaac. If the Program Bank is served with any subpoena or other legal process or a court or governmental request or order requiring or purporting to require the disclosure of any of Fair Isaac's confidential information, the Program Bank shall, unless prohibited by law, promptly notify FIS and/or Fair Isaac of such fact and cooperate fully with Fair Isaac in seeking a protective order, seeking to limit, or appealing any such legal process to the extent deemed appropriate by Fair Isaac. The obligations of confidentiality and license restrictions contained in this Agreement shall survive any termination or expiration of this Agreement.

2.1.16 the Program Bank acknowledges and agrees that Fair Isaac shall not be responsible for any losses, damages including but not limited to direct, indirect, special, incidental or consequential damages, or liabilities, whether in contract, tort (including negligence), strict liability or under any other theory, incurred by the Program Bank, its agents, or any Customers, caused by failures, inaccuracies or errors in the operation of the Service, or other claims associated with the Service or the functions and services provided by FIS or Fair Isaac in connection with the use of the Service.

2.2 In the event the Program Bank purchases the "SecurLOCK™ Demand" feature of SecurLOCK™, in addition to the terms and conditions applicable to SecurLOCK, the following additional subsections shall apply:

2.2.1 The Program Bank shall complete FIS's custom rule request form to FIS's reasonable satisfaction. Incomplete request forms will not be accepted. The Program Bank acknowledges and agrees that submission of the custom rule request form gives FIS permission to proceed and implement the custom rule request on behalf of the Program Bank.

2.2.2 Prior to implementation of the customized rules requested by the Program Bank, FIS will review the proposed rule(s) and conduct certain pre-deployment rule testing activities. FIS has the right to reject any customized rule requested by the Program Bank.

2.2.3 The Program Bank acknowledges the scope of the preliminary custom rule analysis performed by FIS will be based on the information provided by the Program Bank in the custom rule request form. The Program



Bank custom rules will be monitored by FIS to gauge performance levels and identify underperforming custom rules. If an underperforming rule is identified, FIS will make commercially reasonable efforts to communicate the results to the Program Bank.

2.2.4 Unless otherwise specified by the Program Bank on its request form, the Program Bank's customized rules will expire ninety (90) days after their implementation date. Upon expiration, the customized rules will be removed from the Program Bank's custom rules environment. FIS may remove custom rules older than twenty (24) months from the Program Bank's custom rule environment.

2.2.5 The Program Bank acknowledges and agrees that: (i) any changes in the Program Bank's regular transaction activity, on-going active fraud trends or inactive fraud events could cause the customized rules to underperform; (ii) custom rules can decline valid cardholder activity; and, (iii) under performing rules can have an impact on valid cardholder spending activity.

2.2.6 The Program Bank acknowledges fraud transactions will bypass the Program Bank's custom rules during the following events: (i) placement of travel indicators; (ii) for accounts that have been placed in "VIP-status", or the like; (iii) for a period of fourteen (14) days, following cardholder validation of a transaction event detected by the Fraud Alert Management system; (iv) transactions that utilize the stand-in processing parameters; and, (v) any real time transactions not meeting the entrance criteria for real time transaction processing.

2.2.7 All custom rules and associated intellectual property shall remain the property of FIS.

2.2.8 FIS and Bancard disclaim all liability to the Program Bank for ,and the Program Bank shall indemnify and hold FIS and Bancard harmless from, any and all Losses arising in connection with any of the following: (i) FIS's implementation or utilization of a customized rule requested by the Program Bank; (ii) the underperformance or non-performance of a customized rule requested by the Program Bank; and, (iii) the Program Bank's failure to follow up on a custom rule request(s) and or missing the Program Bank information needed to implement the custom rule request.

2.3 In the event the Program Bank purchases the "SecurLOCK™ Communicate" feature of SecurLOCK™, in addition to the terms and conditions applicable to SecurLOCK, the following additional subsections shall apply:

2.3.1 Upon detection of a transaction that scores as probable fraud, the Service will initiate a communication to the Customer based upon pre-defined rules and selection criteria. On making contact, FIS will notify the Customer of the recent account activity and request the Customer to confirm that the transaction is genuine. In the event the Customer cannot confirm that the transaction is genuine, the Customer will be routed to an FIS fraud specialist for further investigation.

2.3.2 The Program Bank shall not modify the Specifications, combine the Specifications with other works, create derivative works from the Specifications or provide copies of the Specifications (in whole or in part) to an alternate supplier of services.

2.3.3 The Program Bank shall not use the Service: (i) to transmit any defamatory, offensive, abusive, indecent, menacing or harassing material; (ii) in any manner which constitutes a violation or infringement of any duty or obligation in contract, tort or otherwise to a third party, or any intellectual property rights owned or licensed by a third party; or, (iii) for the purpose of broadcasting SPAM messages.

2.3.4 The Program Bank shall be responsible for providing any required Customer notices and obtaining all necessary Customer consents in order for FIS to make the communications supported by the Service.

2.4 Intentionally Omitted.

2.5 If the Program Bank purchases the the "SecurLOCK™ Manage" Service, the following additional subsections shall apply:

2.5.1 FIS will load those Account numbers for which it receives compromise alerts ("Compromised Accounts") from an Association into the SecurLOCK™ Manage database within forty-eight (48) hours of receipt of the alert, update the master file accordingly, and provide the Program Bank with access to the compromised accounts via a secured URL link.

2.5.2 Only Cards issued by the Program Bank and processed by FIS are eligible for the SecurLOCK™ Manage Service.



2.5.3 SecurLOCK™ Manage may occasionally be unavailable due to maintenance, enhancements and upgrades. FIS will work to minimize the periods of unavailability; however, FIS is not responsible for the unavailability of the Internet.

2.5.4 Use of SecurLOCK™ Manage requires Microsoft Internet Explorer 11.0 or greater.

2.5.5 The Program Bank shall identify FIS as an additional authorized endpoint for Association alerts at the BIN level and/or ICA level.

2.5.6 The Program Bank is solely responsible for use of SecurLOCK™ Manage by, and access it provides to, its employees and for protecting the security and confidentiality of its passwords and user IDs. The Program Bank shall appoint a security administrator who is responsible for maintaining current user IDs.

2.5.7 FIS's obligation to provide SecurLOCK™ Manage shall be contingent upon the Program Bank's compliance with the then-current version of the SecurLOCK™ Manage operating procedures.

2.6 If the Program Bank purchases the "SecurLOCK™ Predict" Service, the following additional subsections shall apply:

2.6.1 In order to receive the Service, the Program Bank must utilize FIS's full-service card processing services, including, without limitation, FIS's real-time rules service. Upon prior written notice to the Program Bank, FIS reserves the right to modify its parameters and controls on the various components of the Service to improve customer service or to prevent fraud.

2.6.2 Any customer service functions that are not covered by the Service shall remain the Program Bank's responsibility. FIS disclaims all liability for, and the Program Bank shall indemnify and hold FIS harmless from and against, any and all Losses arising in connection with any of the following: (i) FIS's implementation or utilization of a customized rule requested by the Program Bank; (ii) the underperformance or non-performance of a customized rule requested by the Program Bank; and, (iii) the Program Bank's failure to follow up on a custom rule request and/or missing or incomplete the Program Bank information needed to implement the custom rule request.

2.7 In the event the Program Bank purchases the "SecurLOCK™ Analytix" feature of SecurLOCK™, in addition to the terms and conditions applicable to SecurLOCK™, the following additional subsections shall apply:

2.7.1 SecurLOCK™ Analytix includes enhanced reporting options such as drill down capabilities, data export options, and anonymous peer level benchmarking capabilities.

2.7.2 Notwithstanding anything to the contrary in the Agreement, in the event the Program Bank wishes to terminate SecurLOCK™ Analytix prior to the expiration of the Initial Term or any Renewal Term, the Program Bank shall provide FIS with no less than 180 days written notice of termination.

2.8 If the Program Bank purchases the "SecurLOCK™ Detect" Service, the following additional subsections shall apply:

2.8.1 The Service is comprised of data, software, technology, and/or services that FIS procures, whether in whole or in part, from a third-party service provider ("Third-Party Service Provider"). As of the Effective Date set forth on the Order Form to which this Addendum is attached, RippleShot Inc. serves as the Third-Party Service Provider.

2.8.2 The Program Bank shall participate, either directly or via FIS, in Third-Party Service Provider's Fraud Control Consortium ("Consortium"), which is an arrangement among card issuers, processors and Third-Party Service Provider that permits Third-Party Service Provider to collect and analyze data for purposes of providing the Service and for identifying fraud trends and fraudulent behavior. The Program Bank authorizes FIS to provide Third-Party Service Provider with encrypted the Program Bank Data and other information requested from time to time by FIS or Third-Party Service Provider for use by the Consortium in connection with the provision and improvement of the Services. The Program Bank acknowledges and agrees that contribution of Data to the Consortium is a requirement for use of the Service. All Data provided by FIS to the Consortium shall be subject to commercially reasonable confidentiality provisions, and FIS shall ensure that all Data provided to the Consortium is "de-personalized" and "de-identifiable" and not identifiable to any person, individual, consumer, or entity. The Program Bank's participation in the Consortium may be terminated in the event that the Program Bank is unwilling or unable to provide Data to Third-Party Service Provider at all or in an acceptable format.

2.8.3 FIS and Third-Party Processor retain and reserve sole and exclusive worldwide right, title, and interest in and to the Service and the proprietary software that enables users to configure the application, and to



securely manipulate all software parameters and settings, and in any related documentation, subject to the license rights granted to the Program Bank herein.

2.8.4 Only Cards issued by the Program Bank and processed by FIS are eligible for the Service.

2.8.5 The Program Bank shall only use the Service to detect and prevent potential fraudulent card activity. The Program Bank acknowledges and agrees that the Service does not constitute, and should not be used as, a "consumer report" or an "investigative consumer report" as those terms are used and defined in the federal Fair Credit Reporting Act (15 U.S.C. Section 1681, et seq.), as amended.

2.8.6 The Program Bank acknowledges and agrees that: (i) no fraud detection tool is one hundred percent accurate; (ii) that some fraudulent transactions may go undetected by the Service or other mechanisms and may not be declined; and, (iii) some non-fraudulent transactions may be declined because of the detection of potentially fraudulent activity. The Program Bank assumes all risk and liability associated with transactions, including any risk of counterfeit, charged-back or fraudulent transactions. The Program Bank shall have no recourse, and shall assert no claim, against Third-Party Service Provider.

2.8.7 FIS and Bancard disclaim all liability to the Program Bank for ,and the Program Bank shall indemnify and hold FIS and Bancard harmless from, any and all Losses arising in connection with any of the following: (i) any occurrence of fraud in connection with a Card; (ii) any failure by FIS to decline a fraudulent transaction or to notify the Program Bank or Customer of a fraudulent transaction; (iii) any decline of a non-fraudulent transaction; (iv) a Customer's inability to use his or her Card; and; (v) Service downtime for maintenance, enhancements, upgrades, and similar activities.

2.8.8 Except as expressly stated herein, the Program Bank warrants that neither the Program Bank nor its employees, representatives, contractors, and/or agents: (i) shall in any way use the Service other than within the permitted scope of use set forth herein; (ii) shall in any way alter, change, modify, adapt, translate, or make derivative works from the Service; (iii) shall, with respect to the Service reverse engineer, decompile, disassemble, or reduce any object code to human perceivable form or permit others to do so; (iv) shall sublicense or operate the Service for timesharing, rental, outsourcing, or service bureau operations, or to train persons other than permitted users; or, (v) shall disclose or publish performance benchmark results for the Service without FIS's prior written consent; the Program Bank further warrants that it: (a) has sufficient ownership rights in the Program Bank Data to deliver or cause it to be delivered by FIS to Third-Party Processor; and, (b) has obtained from individuals all consents and has provided all notices necessary with respect to the intended disclosure and use(s) of the Program Bank Data, that are required under applicable Laws.

2.8.9 In lieu of FIS's indemnification and defense obligations under the General Terms, FIS agrees to pass on to the Program Bank, to the extent permitted pursuant to FIS's agreement with Third-Party Service Provider, any right of the Program Bank to be defended and/or indemnified by Third-Party Service Provider against any Losses based on or resulting from the Service.

2.9 If the Program Bank purchases the "SecurLOCK™ Equip" Service, the following additional subsections shall apply:

2.9.1 FIS will implement the Equip Service in accordance with one or more statements of work that the parties may agree upon from time to time (each a "Statement of Work" or "SOW").

2.9.2 At a mutually agreeable time following execution of this Addendum (or Order Form as the case may be), FIS will conduct a kick-off meeting with the Program Bank personnel. The kick-off meeting will be in the form of a conference call and will last approximately one (1) hour. The Program Bank must have Internet access at its location during the kick-off meeting. During the kick-off meeting, the parties will discuss proposed timelines for project completion with agreed-upon due dates. The Program Bank's failure to timely provide and maintain such data communications equipment or services, or to timely provide account information or configuration information, may result in Equip Service failures and/or additional fees.

2.9.3 The Program Bank shall, at its expense, be solely responsible for the transmission of any information, data, records or documents, including those relating to an End User (collectively, "Data"), necessary for FIS to perform the Equip Service, provided however, that if FIS is providing core processing and/or funds transfer processing services to the Program Bank, FIS shall provide account information for End Users to the Equip Service. For purposes of this Addendum, an "End User(s)" shall mean the Program Bank's Customers who are enrolled in the Equip Service pursuant to this Addendum. The Program Bank hereby authorizes FIS to access Data to perform the Equip Service. If the Program Bank directs FIS to disclose Data to a third-party, the Program Bank shall be deemed to have provided FIS with written authorization to do so, and the Program Bank



shall bear any risk of loss or liability associated with that disclosure. In addition, the Program Bank shall indemnify FIS and hold FIS harmless from any claims resulting from the third-party's access to or use of that Data, and may, in its discretion, require the third-party to enter into a written agreement with FIS governing disclosure of that Data.

2.9.4 In connection with the provision of the Equip Service, FIS may provide to the Program Bank, software, technology, and/or services ("Third-Party Service") that FIS procures from a third-party. FIS agrees to pass on to the Program Bank, to the extent permitted, any right of the Program Bank to be defended and/or indemnified by such third-party against any claim, action, proceeding, damages, or liability based on or resulting from any Third-Party Service, upon the Program Bank's express written request, provided, however, that, notwithstanding anything herein, FIS does not assume or accept any liability or responsibility, and shall not be liable or obligated, for any obligation, liability or claim (including, without limitation, under the indemnification and defense provisions of the Agreement) arising from or related to, in whole or in part, any Third-Party Service or any use or application thereof, or any combination of any software, technology, and/or services with any Third-Party Service.

2.9.5 FIS shall provide End Users in the United States who have properly registered for the Equip Service and accepted the end user terms and conditions ("End User Terms and Conditions"), with access to the Service in accordance with the Specifications. The End User Terms and Conditions shall include terms and conditions required by FIS from time to time and the terms and conditions set forth in Exhibit A. Any additional terms included by the Program Bank in the End User Terms and Conditions shall not conflict with or supersede the terms and conditions set forth in Exhibit A. The Program Bank shall be responsible for providing all appropriate privacy or other notices to End Users regarding FIS's access to Data. The Program Bank acknowledges that FIS may provide on a periodic basis the Program Bank's name, the number of its End Users enrolled in the Equip Service and similar information (excluding NPI) to its licensors or subcontractors for billing purposes.

2.9.6 The Program Bank shall: (i) provide direct customer support to End Users; (ii) not use the Equip Service for any illegal purpose or to commit any libelous act; (iii) not utilize the Equip Service, Internet access when using the Equip Service or FIS's system or any other FIS equipment or materials in connection with the sending or generation of unsolicited electronic mail messages, also known as spam; (iv) not attempt to gain unauthorized access to FIS's system or any other system or network operated by or on behalf of FIS; and (v) comply with all reasonable instructions issued by FIS from time to time.

2.9.7 The Program Bank shall not: (i) rent, lease or otherwise permit third parties to use the Equip Service or related software (other than End Users enrolled in the Equip Service in accordance with Section 2.5); (ii) use the Equip Service or related software to provide services to third parties; (iii) circumvent or disable any security or other technological features or measures of the Service or related software; (iv) use the Service or related software in violation of any third-party's rights; or (v) reverse engineer, modify, reproduce, or disassemble any proprietary software (including any component thereof).

2.9.8 The Program Bank acknowledges that the Equip Service, their configuration and related software, and the know-how and trade secrets of FIS and/or its licensors related to the Equip Service and related software, are the sole and exclusive property of FIS and/or its licensors, and contain confidential and proprietary materials of FIS and/or its licensors. The Program Bank shall have sole responsibility for all Losses resulting from, arising out of, or incurred in connection with compliance by FIS or its affiliates with the Program Bank or End User specifications or instructions, information accessed or transactions effected with a lost, stolen, counterfeit or misused access code, authenticating image, identification number or telephone. A wireless telecommunications network operator may from time to time require certain terms be in effect for the Equip Service to be available through such operator's network. In the event such operator requires any terms (other than those contained in this Addendum), the Program Bank is deemed to accept such additional terms by having End Users enroll in or continue to use the Equip Service with availability for the Equip Service through such operator's network. FIS may increase any pass-through fees (including, without limitation, fees for aggregator services, dedicated short code fees, data transmission fees, and telecommunications expenses) as its cost for such items increases.

2.9.9 The downloadable software component of the SecurLOCK Equip Services (as applicable) may be available for download and use by End Users enrolled in the Equip Service ("Downloadable APP Software"), and each software application that is part of such downloadable component of the SecurLOCK Equip Service may be deployed to such End Users, only with respect to the wireless telecommunications network operators and mobile devices that are at the time available to be used with the Equip Service. The Program Bank shall be



responsible for registering with the applicable mobile application distribution services to obtain the required application developer credentials, and FIS will provide the Downloadable APP Software (as applicable).

2.9.10 The Equip Service may be used with a number of mobile devices provided through various network operators which devices and operators may change from time to time. The Program Bank acknowledges that due to device limitations, network constraints and other factors, the Equip Service and the Downloadable APP Software (as applicable) may not run on or otherwise be compatible with all devices or operator networks. The Program Bank agrees to undertake the obligations described in Exhibit B.

2.9.11 The Program Bank shall comply with all applicable rules, regulations or laws associated with its use of the Equip Service, including those relating to networks, associations, telecommunications carriers, electronic funds transfer, privacy and direct marketing, regardless of whether the Program Bank uses any forms or other Material supplied by FIS. The Program Bank assumes all risk and liability associated with End User accounts, including any risk of counterfeit, charged-back and fraudulent transactions. The Program Bank authorizes FIS to comply with all laws applicable to the Equip Service, including any that pertain to the regulation and examination of the Program Bank, and shall pay FIS any fees associated with furnishing Data and/or Output to agencies or other bodies that regulate the Program Bank.

2.9.12 FIS shall have the right to include the Program Bank's name in a general listing of users of its products and services. In connection with the launch of the Equip Service and otherwise during the term, the Program Bank shall conduct a commercially reasonable marketing program to market the Equip Service to End Users and prospective end users.

2.9.13 Under no circumstances shall FIS have any liability for any Losses caused, directly or indirectly, in whole or in part, by: (i) the Program Bank; (ii) a third-party (other than any subcontractor of FIS); (iii) abuse, misuse, alteration or use that is inconsistent with this Addendum or the Specifications; (iv) incorrect or incomplete Data used or made available by the Program Bank or End User; (v) software, hardware or systems not supplied or provided by FIS; (vi) Internet service providers or telecommunication carriers or operators; or (vii) any other failure not attributable to FIS in providing the Equip Service. FIS shall have no obligation with respect to any Losses or a defect unless: (a) the Program Bank reasonably assists FIS in the diagnosis and correction of the cause; (b) the Program Bank provides a written description of the defect or Losses to FIS within ten days of first occurrence; (c) the Program Bank performs diagnostic and remedial actions reasonably requested by FIS; and (d) the defect is reproducible by FIS. In the event an error or irregularity in the Equip Service was not caused by FIS or FIS's agents, then the Program Bank shall pay FIS its then current rates for diagnosing the cause.

2.9.14 In addition to any other indemnification requirements provided in the General Terms, with respect to the Equip Service provided under this Addendum, the Program Bank shall indemnify, defend, and hold harmless FIS and its officers, employees, directors, affiliates, agents and shareholders, in their individual capacities or otherwise, from and against any and all Losses resulting from, arising out of, or incurred in connection with: (i) any claim brought by a third-party, including, without limitation, End Users, based on or arising out of the Equip Service or Content (as defined in Exhibit B), including, without limitation, any End User's claim for economic loss or other damages; (ii) the Program Bank's or End User's misuse of a Service or Materials; (iii) FIS's or FIS's Affiliates' compliance with specifications or instructions of the Program Bank or any End User; (iv) transactions effected with a lost, stolen, counterfeit or misused access code, authenticating image, identification number or telephone; and (v) FIS's or FIS's Affiliates' use of Data supplied by the Program Bank or any End User and of trademarks, copyrights or other intellectual property supplied by the Program Bank or End User. To the extent any conflicting provisions of this Section and the General Terms exist with respect to indemnification, the provisions of this Section expressly supersede any such provisions of the General Terms.

2.9.15 The Program Bank shall be solely responsible for: (i) determining the authority of any person accessing the Program Bank product or service; (ii) preparing, maintaining, and monitoring compliance and verifiable documentation with respect to the foregoing; and (iii) compliance with applicable Laws, regardless of any advice or Materials provided by FIS.

2.9.16 The Program Bank shall promptly notify FIS of any modifications to the Equip Service it believes are required by applicable Law. FIS may modify the Service as it deems necessary or desirable to comply with such Laws and add new features or capabilities. FIS will be entitled to charge additional fees for any new or enhanced capability or feature.

2.9.17 FIS will provide the Program Bank with its initial training for the Equip Service by web-based training. Additional training may be provided at FIS's then current rates, if requested by the Program Bank. The Program Bank will have at least two (2) employees complete such training and be certified by FIS in the Equip



Service prior to the Commencement Date. The Program Bank shall be solely responsible for training its employees and representatives to use the Equip Service and comply with applicable Laws, as well as the procedures set forth in the Specifications or any manual or other literature provided to the Program Bank by FIS. The Program Bank shall provide refresher and upgrade training to its employees as FIS may, at reasonable intervals require at FIS's then current rates so that the Program Bank always has at least two (2) employees that have successfully completed the training for the Equip Service. The Program Bank may be subject to additional fees for the Program Bank service and support until such time as the requisite number of the Program Bank employees successfully complete the training.

2.9.18 If the Program Bank purchases the optional SecurLOCK™ Equip Application Customization Service ("Customization Service"), the following subsections shall apply:

(i) The Customization Service includes the Program Bank branding consisting of customization of login rotating images, background color, application name, springboard icon, and display of logo from the initial app launch. The Customization Service does not include any additional feature customizations or changes to the application look-and-feel.

(ii) The Customization Service is provided by a Third-Party Service provider. The Program Bank shall provide to such third-party the digital assets required by the Specifications, together with an App Store developer account and Google Map API keys to enable such third-party to submit the applications for certification.

(iii) Certification includes submission and publishing of the iOS and Android applications with Apple and Google respectively. The Program Bank will work with the Third-Party Services provider to develop the description of the application during the submission process.

2.9.19 If the Program Bank purchases the optional SecurLOCK™ Equip Call Center Service ("Call Center Service"), the following subsections shall apply:

(i) The Call Center Service is limited to support only for the Equip Service offered by the Program Bank to Customers. The Call Center Service shall be provided from 7:30 a.m. to 10:00 p.m. CT, seven (7) days a week; provided however, that FIS may, in its sole discretion, adjust such timeframe provided FIS provides the Program Bank no less than five (5) business days advance written notice of such change.

(ii) FIS will provide Tier 1 support in connection with the Call Center Service. "Tier 1 Support" means the FIS service representative will attempt to resolve the Customer's concern during the initial call. In addition, Tier 1 Support will consist of the following features:

2.9.19.1 Dedicated U.S.-based staffing trained to all Equip Service issues;

2.9.19.2 Dedicated phone number(s) for the Program Bank's institution;

2.9.19.3 Call center staff access to cardholder data for identity verification;

2.9.19.4 Call center staff access to mConsole application to troubleshoot Customer questions or issues;

and

2.9.19.5 Escalation process to Third-Party Service provider, OnDot Systems, Inc.

(iii) Service Level. FIS will answer eighty percent (80%) of all calls within thirty (30) seconds; provided, however, that FIS requires no less than sixty (60) days advance written notice of volume projections exceeding fifteen percent (15%) of the previous six (6) months' average call volume in order to meet this standard.

(iv) FIS does not guarantee that the Call Center Service will be error free.

(v) FIS will work with the Program Bank to secure appropriate telecommunications connectivity; however, the Program Bank is responsible for all telecommunications costs, including setup and ongoing charges.

(vi) The Program Bank (a) is solely responsible for all legal, regulatory, risk management and procedural compliance associated with the Call Center Service, (b) will provide not less than two (2) weeks lead time to train FIS agents on all upcoming promotional and non-standard events, (c) will participate in due diligence meetings with FIS prior to implementation to provide any existing procedures the Program Bank is using and to review and approve the procedures that will be used by FIS, and (iv) will provide FIS access to cardholder data and any other information necessary for FIS to perform its obligations with respect to the Call Center Service.



(vii) The Call Center Service will be implemented for a single the Program Bank brand, and additional charges will apply to provide the Call Center Service to Affiliates of the Program Bank operating under a different name/brand.

2.9.20 FIS may pass-through to the Program Bank any increased fees from third parties. All fees shall be paid and settled in accordance with the General Terms.



EXHIBIT A

END USER LICENSE AGREEMENT TERMS FOR THE SECURLOCK™ EQUIP SERVICE

To be Agreed to by End User Prior to Use of the SecurLOCK Service or Downloadable App (as applicable):

1. **Ownership.** You acknowledge and agree that a third-party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. **License.** Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.
3. **Restrictions.** You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; or (iii) redistribute, sell, rent, lease, or sublicense, or otherwise transfer rights to the Software, including, but not limited to, any trademark, logo or copyright.
4. **Disclaimer of Warranty.** THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.
6. **U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
7. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of Florida and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation are and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.



8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.



EXHIBIT B

SECURLOCK™ EQUIP SERVICE ACCEPTABLE USE POLICY, CONTENT STANDARDS AND OTHER PROGRAM BANK REQUIREMENTS

1. Hosting of Content. The Program Bank shall make the Content available for access by End Users through the Service. The Program Bank is responsible for the accuracy and applicability of all Content and updating and maintaining its website and content to support the proper functioning of each Service. "Content" means the materials, information, products and services that are made available by the Program Bank or its affiliates for use or access by End Users via the Service, including but not limited to data, trademarks, trade names, service marks, and iconography.
2. Standards. With respect to each Service, the Content shall conform to the formats and technology standards reasonably required by FIS or its licensors as provided in the Specifications. The Program Bank shall ensure that the Content complies with this Acceptable Use Policy, Content Standards and other the Program Bank Requirements, as may be modified by FIS from time to time consistent with the requirements of its licensors or the wireless operators.
3. Content. The Program Bank will use commercially reasonable efforts to not use the Services or permit the Services to be used to transmit Inappropriate Content. For purposes of this Addendum, "Inappropriate Content" will mean any Content that (a) is unsolicited, including without limitation, "spam," "junk messages" or unauthorized "bulk" messages and (b) causes the introduction of "viruses," "worms," "Trojan horses," "e-mail bombs," "cancelbots" or other similar computer programming routines into the platform of FIS or an Aggregator; (c) is unlawful (including, without limitation, obscene, defamatory or libelous) or offensive as any Aggregator or any telecommunications carrier determines in its sole discretion, respectively; (d) is misleading or inaccurate; or (e) infringes the intellectual property of any person or entity. The Program Bank shall comply with the Mobile Marketing Association Code of Conduct at <http://mmaglobal.com/policies/code-of-conduct>, as amended from time to time.
4. Responsibility for Content. The Program Bank is responsible for all its Content, including but not limited to: password issuance and authentication; data security; handling and transmission of End User funds; the terms and conditions applicable to the Content (including the application of any fees); End User support and End User disputes related to the Content; and compliance with all applicable laws and any rules or regulations of any payment network or association with respect to the Content. The Program Bank has and will maintain all necessary licenses, permits and governmental approvals required in connection with its provision of the Content.