

MERCHANT APPLICATION AND MERCHANT AGREEMENT

Welcome to Bank of America, N.A. ("Bank"). Please carefully complete the enclosed Merchant Application and read the attached Merchant Agreement. Execute the original copy and return it to Bank. **Keep a Copy of the entire Merchant Application and the Merchant Agreement for your records.** The Merchant Application is subject to Bank's underwriting review process. Bank's acceptance of the Merchant Application will be made in a manner authorized in the attached Merchant Agreement.

Thank you for choosing Bank of America.

INSTRUCTIONS FOR COMPLETING THE APPLICATION

ALL INFORMATION INDICATED BELOW MUST BE COMPLETED BEFORE SUBMITTING THE APPLICATION.

If Merchant decides to change any of the existing information in the future, please contact Bank for the required documentation.

1. **APPLICATION TYPE**

- Indicate if Merchant is a new Merchant of Bank or an additional location of an existing Merchant.

2. **MERCHANT BUSINESS INFORMATION**

- Include all information pertaining to the legal entity executing the Application and Agreements. Also list all "d/b/a" names used in the business.
- OWNER/OFFICER INFORMATION— Provide all the requested Owner/Officer information. If Merchant operates as a proprietorship, partnership or closely held corporation, then information about the Owner(s) must be supplied.
- MERCHANT BANK ACCOUNT INFORMATION— Indicate the financial institution in which Bank is to settle Merchant's funds. **An imprinted, encoded, voided check (not a temporary check) or Verification of Account Letter from Merchant's deposit bank must be attached to the Application to initiate distribution of Merchant's funds.**

3. **BUSINESS CERTIFICATION**

- A. Card Presented %— Indicate Merchant's anticipated percentage of cards presented.
- B. Card Not Present %— Indicate Merchant's anticipated percentage of cards not presented.
- Seasonal Business— Indicate whether Merchant's business is seasonal and the inactive months, if applicable.
- AVERAGE TICKET— Provide Merchant's average ticket over a 12-month period. If the Average Ticket varies by location, make sure to note the individual location's Average Ticket on the additional locations list.
- ANNUAL BANKCARD VOLUME— Indicate Merchant's anticipated Annual Bankcard Volume in dollars

4. **EQUIPMENT AND PROCESSING SPECIFICATIONS (COMPLETE WITH SALES REPRESENTATIVE)**

- TELEPHONE DIALING ACCESS -- Indicate whether type of service requested is tone or rotary (dial), or if using a DSL/cable solution, then select "IP"
- MERCHANT TRAINING— Indicate whether Merchant wishes to receive Bank training.
- EQUIPMENT SPECIFICATIONS— Please complete the information for the terminals, equipment and miscellaneous items.

5. **MERCHANT SERVICES AND RELATED FEES**

- CARD TYPE— Indicate which card types Merchant will be submitting through Bank
 - Debit: If Merchant elects to receive on-line Debit services, Merchant will receive access to the Debit Networks that Bank makes available. On-line Debit requires a terminal, printer, and pin pad for processing.
 - EWI: If Merchant elects to receive EWI services, Merchant will need to sign a separate agreement with EWI.
- ACCOUNT NUMBER:
 - American Express: To be completed by McKesson.
 - Diner's Club: To be completed by Bank.
 - Discover Card: To be completed by McKesson.
 - JCB: To be completed by Bank.

MERCHANT SIGNATURE — *The Application must be fully executed and initialed where indicated. Please retain a copy of the entire Application (including the attached Agreement) for Merchant's files.*

TO RETURN THIS APPLICATION - Please return the following items to McKesson at the address indicated below. If you have questions, please contact McKesson at 1-800-289-2192.

1. Bank's copy of the Application
2. A voided check for the bank account in which Bank is to deposit Merchant's funds

MAIL TO: MCKESSON PHARMACY SYSTEMS LLC
30881 Schoolcraft Road
Livonia, MI 48150
ATTN: Business Services –Merchant Processing



APPLICATION

SALES CODE 8 0 0 2 0 0 0 0 0 7 9 2 0 0 0 0

Merchant Number 792

Store Number

1. APPLICATION TYPE

New Merchant Additional Location - Location of
If more than one retail location, please complete the Multiple Locations Addendum

Change of Ownership - Current Owner MID

MCC (For Internal Use Only)

2. MERCHANT BUSINESS INFORMATION

(If P. O. Box, Physical Location Is Also Needed)

LEGAL NAME Lexington-Fayette Urban County Government

DBA

CONTACT NAME Lori Vahle

PHYSICAL ADDRESS (INCLUDE CITY, COUNTY, STATE AND ZIP) 200 E. Main St.

Lexington KY 40507

MAILING ADDRESS (INCLUDE CITY, COUNTY, STATE AND ZIP)

PLACE OF LEGAL FORMATION COUNTRY OF PRIMARY BUSINESS OPERATIONS

PRIMARY TELEPHONE (859) 258-3310

ALTERNATE TELEPHONE

FAX (859) 258-3385

E-MAIL ADDRESS

INTERNET WEBPAGE AD

FEDERAL TAX ID 91-0656140

CORPORATE/PARENT OWNERSHIP (if different than above listed information)

NAME

CONTACT NAME

ADDRESS

CITY

STATE

ZIP

TELEPHONE

ALTERNATE TELEPHONE

FAX

E-MAIL ADDRESS

OWNER/OFFICER INFORMATION (information on the individual(s) signing the Application must be provided below)

FIRST NAME, MI, LAST NAME

TITLE

DATE OF BIRTH:

OFFICER or OWNER (% Ownership)

ADDRESS

CITY

STATE

ZIP

GOVERNMENT ISSUED ID #

DATE ISSUED

EXPIRATION DATE

COUNTRY OF ISSUANCE (IF NOT U.S.)

COUNTRY OF CITIZENSHIP (IF NOT U.S.)

TELEPHONE

SOC. SEC. #

MERCHANT BANK ACCOUNT INFORMATION

This Checking Account serves: All locations ONLY the location specified

FINANCIAL INSTITUTION

CONTACT NAME

STREET ADDRESS

CITY

STATE

ZIP

PHONE

TRANSIT/ABA #

ACCOUNT #

Imprinted, Encoded Voided check or Verification of Account Letter from Bank must be attached. If not provided account cannot be set up.

3. BUSINESS CERTIFICATION – CERTIFICATION OF MERCHANT'S CARD PROCESSING ACTIVITY

% Card Presented + % Card Not Present MUST EQUAL 100% TOTAL	% Card Swiped % Mail Order/Telephone Order (Catalog) % Internet
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Is merchant's business seasonal? YES NO If yes, list active months: _____

Average Ticket – Primary Location \$ _____	Occasional Higher Tickets To: \$ _____	Total Annual Volume – All Locations \$ _____	Total Annual Transactions – All Locations _____
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Does merchant currently accept credit cards? YES NO Select PCI Merchant Level 1 2 3 4

CERTIFICATION OF MERCHANT'S BUSINESS

YEARS AND MONTHS IN BUSINESS _____	YEARS UNDER CURRENT OWNERSHIP _____	BUSINESS TYPE _____
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REFUND POLICY (Check One): No refund Refund in 30 days or less Merchandise exchange only Other _____

FORM OF OWNERSHIP (Mandatory) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Government <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Assoc. / Estates / Trusts <input type="checkbox"/> Medical or Legal Corp. <input type="checkbox"/> Tax Exempt Organization <input type="checkbox"/> International Organization <input type="checkbox"/> Single Member LLC <input type="checkbox"/> Corporation (Privately traded) <input type="checkbox"/> Civic Association <input type="checkbox"/> Multi Member LLC <input type="checkbox"/> Corporation (Publicly traded) Symbol: _____	BUSINESS ENVIRONMENT (Check All That Apply) <input type="checkbox"/> Storefront <input type="checkbox"/> Kiosk <input type="checkbox"/> Seminar <input type="checkbox"/> Office <input type="checkbox"/> In Home <input type="checkbox"/> Mail Order/Telephone Order <input type="checkbox"/> Door to Door <input type="checkbox"/> Trade Show/ Flea Market <input type="checkbox"/> Job/Service Site <input type="checkbox"/> Internet <input type="checkbox"/> Business to Business <input type="checkbox"/> Other _____
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Does the business sell, issue, cash, exchange or redeem any of the following payment types in an amount greater than \$1,000 for any one customer on a single day, in one or more transactions? YES NO

If yes, check all that apply:

<input type="checkbox"/> Checks	<input type="checkbox"/> Cashier's Checks	<input type="checkbox"/> Wire Transfer Money Orders
<input type="checkbox"/> Traveler's Checks	<input type="checkbox"/> Foreign Currency	<input type="checkbox"/> Open Network Stored Value Cards

Does the business conduct money transmissions or bill payment processing for its customers (even if the Business performs this activity as an agent of another company)? YES NO

4. EQUIPMENT AND PROCESSING SPECIFICATIONS

TERMINAL TELEPHONE LINE & MERCHANT TRAINING INFORMATION

TYPE OF SERVICE <input type="checkbox"/> Tone <input type="checkbox"/> Rotary <input type="checkbox"/> IP	CALL WAITING ON TERMINAL LINE? <input type="checkbox"/> Yes <input type="checkbox"/> No	ROLL OVER LINES? <input type="checkbox"/> Yes <input type="checkbox"/> No	# / #S TO GET OUTSIDE LINE _____	MERCHANT'S TIME ZONE <input type="checkbox"/> East <input type="checkbox"/> Central <input type="checkbox"/> Mountain <input type="checkbox"/> Pacific
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Bank TO TRAIN MERCHANT? Yes No Bank TO REPROGRAM TERMINAL? Yes No **MERCHANT TYPE – TYPE: 1= Retail**

PROVIDER CODES: MER= REPROGRAM OF MERCHANT OWNED EQUIPMENT PROCESSOR CODE (SETTLEMENT PROVIDER):
 STK=MERCHANT STOCK; PUR= PURCHASE OF EQUIPMENT FROM MCKESSON TDM= Tandem APPLICATION CODES: RET= Retail

EQUIPMENT SPECIFICATIONS: Please provide complete specifications for merchant set up and for all equipment, regardless of provider.

LINE ITEM	PROVIDER CODE	QTY	EQUIPMENT MANUFACTURER AND MODEL	SERIAL NUMBER	MEMORY	APPLICATION CODE	TRACK (Tranz 330 Only)	AUTO CLOSE	AUTOCLOSE TIME
TERMINALS ONLY									
T1	STK						RET	<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> Yes
T2	STK						RET	<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> Yes

PRINTERS, PIN PADS, READERS, ETC.

STK _____ THIS ITEM CONNECTS TO TERMINAL #: <input type="checkbox"/> T1 <input type="checkbox"/> T2	STK _____ THIS ITEM CONNECTS TO TERMINAL #: <input type="checkbox"/> T1 <input type="checkbox"/> T2
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THIS SECTION IS MANDATORY IF REQUESTING DEBIT CARD SERVICE **THIS SECTION IS MANDATORY FOR PC TERMINAL SOFTWARE OR INTEGRATORS**

WILL MERCHANT OFFER CASH BACK? <input type="checkbox"/> YES <input type="checkbox"/> NO	SOFTWARE NAME _____	SOFTWARE PUBLISHER _____	SOFTWARE VERSION _____	SOFTWARE PLATFORM <input type="checkbox"/> DOS <input type="checkbox"/> MAC <input type="checkbox"/> WIN
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Is payment software and/or a gateway being used by the Merchant to process transactions? YES NO

If "Yes," fill out the Payment Application Compliance Information Form (required) and submit with Application.

OPTIONAL PRINT LINES FOR THE RECEIPT IN THE HEADER/FOOTER

1 st LINE OF RECEIPT HEADER (up to 20 characters) _____	1 st LINE OF RECEIPT FOOTER (up to 20 characters) _____
2 nd LINE OF RECEIPT HEADER (up to 20 characters) _____	2 nd LINE OF RECEIPT FOOTER (up to 20 characters) _____

5. MERCHANT SERVICES

CHECK THE BOX FOR EACH REQUESTED SERVICE	Is Service currently established? If "Yes" provide account number.
<input type="checkbox"/> Visa Credit	NOT APPLICABLE
<input type="checkbox"/> MasterCard Credit	NOT APPLICABLE
<input type="checkbox"/> Visa Off-Line Debit (no PIN)	NOT APPLICABLE
<input type="checkbox"/> MasterCard Off-Line Debit (no PIN)	NOT APPLICABLE
<input type="checkbox"/> Diners/Carte Blanche	NOT APPLICABLE
<input type="checkbox"/> American Express	
<input type="checkbox"/> Discover®	
<input type="checkbox"/> J C B	NOT APPLICABLE
<input type="checkbox"/> Online Debit (PIN)	NOT APPLICABLE
<input type="checkbox"/> VISA POS Check (<input type="checkbox"/> Verification with Conversion <input type="checkbox"/> Without Image <input type="checkbox"/> Guarantee with Conversion – No Image) <input type="checkbox"/> With Image	NOT APPLICABLE
<input type="checkbox"/> EBT (<input type="checkbox"/> Food Stamps <input type="checkbox"/> Cash Benefits or <input type="checkbox"/> Both)	FNS# (if food stamps)
<input type="checkbox"/> V PAY	NOT APPLICABLE

EWI (a separate agreement with EWI is required)

NOT APPLICABLE

6. PROCESSING FEES AND PERIODIC SERVICE FEES

Merchant acknowledges that it has a business relationship with McKesson Pharmacy Systems LLC ("McKesson"). Concurrent with entering into this Agreement, Merchant has entered into a service agreement with McKesson (hereinafter "McKesson Service Agreement"). The processing fees for the services provided by Bank set forth in Section 5 above will be contained in the McKesson Service Agreement. Merchant remains liable for all fines, penalties and other amounts due under the Agreement as a result of Merchant's actions or inactions under the Agreement. In addition, McKesson will provide Merchant with reports on the Merchant's processing information and with Merchant's billing information.

7. CHARGEBACKS/RETRIEVALS

NOTE THAT MCKESSON WILL ALSO RECEIVE REPORTS, CHARGEBACK INFORMATION, TRANSACTION HISTORY AND OTHER INFORMATION ON MERCHANT. MERCHANT HEREBY AUTHORIZES THE DISCLOSURE OF SUCH INFORMATION TO MCKESSON

RETRIEVALS (please select):	<input type="checkbox"/> Faxed or	<input type="checkbox"/> Corporate or	Attn: _____ FAX: _____
	<input type="checkbox"/> E-mailed	<input type="checkbox"/> Each Location	EMAIL: _____
CHARGEBACKS (please select):	<input type="checkbox"/> Faxed or	<input type="checkbox"/> Corporate or	Attn: _____ FAX: _____
	<input type="checkbox"/> E-mailed	<input type="checkbox"/> Each Location	EMAIL: _____

8. GENERAL PROVISIONS

APPLICABLE ONLY IF MERCHANT ACCEPTS AMERICAN EXPRESS: I authorize American Express Travel Related Services Company, Inc (American Express") to verify the information on this Application and to receive and exchange information about me, including, requesting reports from consumer reporting agencies. If I ask American Express whether or not a consumer report was requested, American Express will tell me, and if American Express received a report, American Express will give me the name and address of the agency that furnished it. I understand that upon American Express' approval of the business entity indicated above to accept the American Express Card, the Terms and Conditions for American Express' Card Acceptance ("Terms and Conditions") will be sent to such business entity along with a Welcome Letter. By accepting the American Express card for the purchase of goods and/or services, I agree to be bound by the Terms and Conditions.

APPLICABLE ONLY IF MERCHANT ACCEPTS DISCOVER: By signing below or providing my assent to this Application, I represent that the information provided on this Application is complete and accurate. I hereby request that Discover Card acceptance be added to my Merchant Application. I understand that the Terms and Conditions for Discover Card Acceptance (Terms and Conditions) will be sent to the business indicated above upon approval by Discover Financial Services, Inc. for this business entity to accept the Discover Card. By accepting the Discover Card for the purchase of goods and/or services, I agree to be bound by the Terms and Conditions.

APPLICABLE TO ALL MERCHANTS: MERCHANT REPRESENTS THAT THE MERCHANT HAS CHOSEN FOR ITSELF ANY SERVICES, EQUIPMENT OR THIRD PARTY SELECTED IN CONNECTION WITH THE AGREEMENTS AND MERCHANT'S DECISION WAS SOLELY BASED ON MERCHANT'S OWN CRITERIA AND ANALYSIS. MERCHANT NOW AND FOREVER EXPRESSLY DISCLAIM ANY RELIANCE UPON PROMISES OR REPRESENTATIONS, UNLESS SPECIFICALLY INCORPORATED HEREIN IN WRITING, MADE BY BANK OF AMERICA, N.A. ("BANK"), SALES REPRESENTATIVES OR OTHERS RESPECTING THE FUNCTIONALITY, OPERABILITY, COMPATIBILITY, ETC. OF THE EQUIPMENT OR SERVICES. MERCHANT AGREES TO HOLD BANK HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES AND LIABILITIES ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT, ACTS AND/OR OMISSIONS BY MERCHANT OR ANY THIRD PARTY ENGAGED BY MERCHANT, INCLUDING THE EMPLOYEES AND/OR AGENTS OF MERCHANT OR SUCH THIRD PARTY.

The completed Application, the Merchant Agreement, any forms and/or forms attached below and the Rules/Manuals/Instructions (collectively the "Agreement") constitute the entire agreement between the parties with respect to the subject matter and supersede any prior agreements or understandings. By 1. signing below or 2. providing email approval or 3. providing electronic approval or 4. submitting transaction data, Merchant affirms its understanding and acceptance of the Agreement, which is incorporated herein by reference as if fully set forth here, and that Merchant has received a complete copy of the Agreement. Merchant acknowledges that: (a) no handwritten changes have been made to the printed text of the Agreement and (b) the parties may produce and rely on a copy or electronically stored image of the Agreement for all legal purposes. Further, Merchant expressly warrants that the information provided in the Application is true, accurate and complete, and that Bank may rely on it, without further investigation, for all purposes.

1. Person(s) who sign below or 2. person(s) returning this Application in an electronic format further unconditionally authorizes Bank, or its agents to investigate the information and references contained herein, and to obtain additional information about the Merchant, as well as individual persons and companies named in this Application, from consumer and business credit bureaus and other lawful sources. The undersigned further authorizes Bank to provide to any governmental, administrative or regulatory entity, as well as any vendor or affiliate of Bank, including the applicable referrer, Independent Sales Organization, Member Service Provider, or Associated Sales Group, any information about Merchant, whether independently obtained by Bank or provided by Merchant, that Bank deems reasonably necessary or connected to the provision of services contemplated in the Agreement, upon request from such entity, vendor or affiliate or in compliance with applicable law, including the USA PATRIOT Act. If Merchant is a franchisee or member of a corporate association, and Merchant is receiving preferential pricing and/or other benefits as a result of Merchant's relationship with that entity, then upon the request of that entity, Bank may provide that entity any information about Merchant that Bank deems reasonably necessary or connected to the provision of services contemplated in the Agreement. Upon the request of McKesson, we may provide McKesson any information about Merchant that Bank deems reasonably necessary or connected to the provision of services contemplated in the Agreements.

IN WITNESS WHEREOF, the parties cause the Application and applicable Agreements to be executed by their duly authorized owners and/or officers:

 ("MERCHANT") (Business Name - print or type)
 Signature: _____
 Name (print or type): _____
 Title (print or type): _____
 Date: _____

BANK OF AMERICA, N.A. ("Bank")
 Signature: _____
 Name (print or type): _____
 Title (print or type): _____
 Date: _____

 ("MERCHANT") (Business Name - print or type)
 Signature: _____
 Name (print or type): _____
 Title (print or type): _____
 Date: _____

Please Affix Copy of Imprinted, Encoded, Voided Check

MERCHANT AGREEMENT

SECTION 1. INTRODUCTION.

This Merchant Agreement ("**Agreement**") is entered into by and between the Bank of America, N.A. ("**Bank**"), with its principal office in Charlotte, North Carolina, and the customer identified on the Application ("**Merchant**"). The Application, Fee Schedule, Rules, and all Supplements (all as defined below), including all amendments and modifications to them, are made a part of this Agreement, and references to this Agreement will be deemed to include them unless otherwise stated. In this Agreement, the words "**you**" and "**your**" mean the Merchant and the words "**we**", "**our**" and "**us**" refer to Bank.

This Agreement governs processing services regarding credit and debit Card transactions and other services, as those services are further described in this Agreement, any and all subsequent addenda, supplements or schedules to this Agreement (each, a "**Supplement**"), and the Rules, all as elected by you and approved by us (collectively, the "**Services**"). You and we agree to comply with this Agreement. In performing this Agreement, without diminishing our obligations to you, we may use the services of third parties, including, without limitation, our subsidiaries and affiliates.

You have a business relationship with McKesson Pharmacy Systems LLC ("**McKesson**"). We have entered into a Referral Agreement with McKesson ("**McKesson Agreement**"), for the referral of certain healthcare and related entities for processing services. You have been referred to us by McKesson for such processing services.

SECTION 2. CERTAIN DEFINITIONS.

In this Agreement, the following definitions apply:

"**Applicable Law**" means all federal, state and local statutes, ordinances, laws, regulations and executive, administrative and judicial orders applicable to this Agreement, the transactions or other matters contemplated under this Agreement (including, without limitation, the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury), and all amendments thereto; and with respect to us, also guidance by our financial institution regulators.

"**Application**" means your Merchant Services Application and attachments to it, including, without limitation, the Fee Schedule and Purchase Agreements and other agreements regarding Merchant Equipment, as well as forms submitted by you for additional Locations or Services, and any additions or changes to them from time to time. Any reference to the Fee Schedule includes any pricing information contained in the Application.

"**Authorization**" means the process whereby a Transaction for a specified dollar amount is approved by the Card-Issuer or its approved agents for processing.

"**Bank Software**" means Software licensed to you by us, including any third party Software we sublicense to you.

"**Bank Systems**" means any and all Card-related information reporting, operating and processing systems used by us or our third parties on our

behalf, including, without limitation, hardware, Bank Software, related documentation, technical formats and specifications, technical and business information related to inventions, present and future products and product lines, intellectual property, know-how, and any other information that is identified as our systems, whether owned by us or third parties used by us.

"**Business Day**" means Monday through Friday, excluding bank holidays.

"**Card**" means a credit card, debit card, charge card, EBT card, or stored value card bearing the Marks of Visa®, MasterCard®, Discover® Network, or any other Card Organization, as elected by you and approved by us. For avoidance of doubt, Card transactions will also include the use of an account associated with a Card, even if the Cardholder does not present the physical Card during the Transaction and even if the account does not have a physical Card issued for use with the Card account.

"**Cardholder**" means the person to whom a Card has been issued or an individual authorized to use such Card by that person. With respect to EBTs, a Recipient is a Cardholder.

"**Cardholder Data**" means information provided by or about a Cardholder in the course of a Transaction or obtained through the use of a Card, including but not limited to, Cardholder signature, Card account number, Cardholder name, Card validation value or code, PIN, Card expiration date, service code, Card magnetic stripe data and any other similar information, identifying the Cardholder or the related Cardholder's account.

"**Card Issuer**" means the Card Organization or its financial institution member that has provided a Card presented to you by a Cardholder for a Transaction, and in the case of EBT Transactions, the State.

"**Card Organization**" means a card organization, such as Visa U.S.A. Inc. "Visa", MasterCard Worldwide "MasterCard", or DFS Services LLC "Discover Network", that promulgates operating rules and operates an interchange system for exchanging charges and Credit Records. In the case of debit Cards and EBT Cards, "Card Organization" includes Debit Networks and EBT Networks, respectively.

"**Card Organization Rules**" means the rules, regulations, procedures, manuals, releases and specifications of the Card Organizations and related authorities, including without limitation, those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

"**Chargeback**" means the return or adjustment of any Transaction, even without notice to you or without consent from you, in accordance with the Rules. A Chargeback is initiated by a Cardholder or Card Issuer for transmittal to and payment by you under the Rules.

"**Compromised Data Event**" is defined in Section 15.C.

"**Credit Record**" means the evidence of a refund or price adjustment by you to the related Cardholder's Card account in connection with a

Transaction Record, regardless of whether such evidence is in paper, electronic or some other form as more specifically provided in this Agreement, including the Rules.

"Data Compromise Losses" is defined in Section 15.C.

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

"Deposit Account" means the checking account(s) or other acceptable account(s) you maintain with us or at another depository financial institution acceptable to us, for the credit or debit by us of amounts resulting from settlement of transactions, processing fees, any fines, assessments, penalties, losses or fees assessed by Card Organizations and any other amounts due to us under this Agreement. The Deposit Account is separate from the Reserve Account. On some schedules or other documents supplied by us, the term "settlement account" may be used to refer to the Deposit Account.

"Devices" is defined in Section 23.

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

"Electronic Benefits Transfer" ("EBT") means the electronic transfer of government benefit funds to individuals through the use of Card technology with point of sale terminals, as further described in Section 40.

"Electronic Commerce Transaction ("ECT") means a Transaction that is occurs on the Internet, as further described in Section 39.

"Fee Schedule" means the section of the Application entitled "Merchant Services and Related Fees" and "Periodic Service Fees and Service Options" and all additions or changes we make to them, whether contained in updated versions or in separate communications.

"Internet-Based Services" is defined in Section 38.A.

"License" is defined in Section 22.B.

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

"Losses" means any and all claims, suits, demands, actions, disputes or other proceedings, liabilities, damages, costs and expenses (including reasonable attorneys' and collection and court fees and expenses), assessments, penalties and fines and any and all costs of settlements, suffered, incurred or sustained by a party hereto; our Losses include, but are not limited to, Data Compromise Losses.

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

"Merchant Equipment" means any and all equipment you use in connection with Card authorization, clearing, completing, settling, transmitting or other related processing, including, without limitation, all telecommunication lines and wireless connections and Software (excluding Bank Software), Purchased Equipment and Merchant Systems, point-of-sale terminals, card readers, merchandise and card scanners, printers, PIN pad devices and other hardware, whether owned by you, Merchant Providers or other third parties used by you.

"Merchant Provider" means any third party engaged by you to provide services to you involving (i) access to Cardholder Data, transaction data or information related to either Cardholder Data or transaction data or (ii) PIN encryption.

"Merchant Systems" means any and all Card acceptance and processing systems used by you (except Bank Systems), including,

without limitation, Software (except Bank Software), related documentation, technical formats and specifications, technical and business information related to inventions and present and future products and product lines, intellectual property, know-how, and any other information that is identified as your systems, whether owned by you or Merchant Providers or other third parties used by you.

"PCI DSS" means the Data Security Standards adopted by the PCI Security Standards Council, LLC.

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

"Pre-Authorized Order" means any Transaction permitted by this Agreement and the Rules for which a Cardholder provides you advance permission to charge the Cardholder's Card for recurring sales, delayed delivery orders or other preauthorized orders.

"Purchased Equipment" means any and all Merchant Equipment sold to you by us; unless otherwise agreed by us in writing, the Application or Purchase Agreement will constitute conclusive evidence of any sale or license.

"Recipient" is defined in Section 40.

"Reserve Account" means an account established and funded as further described in, and pursuant to, Section 19.

"Rules" means the operating rules, manuals, instructions, releases, specifications, and other requirements supplied by us or otherwise made available to you, Card Organization Rules, and all amendments thereto.

"Services" is defined in Section 1.

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

"State" means the federal or state government unit providing EBT Benefits.

"Transaction" means the act between a Cardholder and you or the Cardholder and us that results in the generation of a Transaction Record, Pre-Authorized Order, Credit Record or Chargeback.

"Transaction Record" means the evidence of a Cardholder's purchase, lease or rental of goods or services from you or other payment to you through the use of a Card (including, without limitation, Pre-Authorized Orders), regardless of whether such evidence is in paper, electronic or other form.

"Valid Card" means a Card that is (a) properly issued according to the applicable specifications of a Card Organization, (b) current, according to any beginning and expiration dates on the Card, (c) signed by the Cardholder and (d) not visibly altered.

SECTION 3. COMPLIANCE WITH RULES AND APPLICABLE LAW.

We or the Card Organizations may supply or otherwise make available to you, including by providing links or directions to web sites accessible to you, Card Organization Rules regarding Card transaction processing, Merchant Equipment or transmission requirements, data security, Chargebacks, and other operational and compliance matters, and we or the Card Organizations may from time to time otherwise advise you of requirements, including, but not limited to, requirements regarding data security, which will constitute part of the Card Organization Rules and your obligations. You must comply with the Rules and Applicable Law, however, with regard to Card Organization Rules, you need only comply with those applicable to Cards. You will review the Rules and Applicable Law from time to time for changes. Card Organization Rules are available on web sites, such as <http://www.usa.visa.com/merchants> and

<http://www.mastercardmerchant.com>, as those links may be changed from time to time.

SECTION 4. COOPERATION; PROVIDING YOUR FINANCIAL AND OTHER INFORMATION.

A. Cooperation. We will make the Services operational and available to you through a mutually agreed upon implementation plan. You agree to at all times cooperate with us and provide us with all necessary information and assistance required by us to provide the Services in accordance with the Rules and Applicable Law, including, without limitation, making changes to Merchant Equipment as we require. You will be responsible for (i) use of the Services by you, your employees and agents and Merchant Providers, (ii) your failure to properly access the Services in the manner prescribed by us, and (iii) your failure to supply accurate information regarding the Services. You consent to any extensions of time granted to resolve disputes related to any Transactions. Any voluntary efforts by us to assist you in investigating any matters under this Agreement, including, without limitation, any adjustments or Chargebacks, will not create any obligation to continue such investigation or any future investigation. In no event will either party publicly disparage the other party.

B. Providing Your Financial and Other Information. Upon our request, you will provide us with then-current financial statements, information regarding your ongoing business and other information concerning your business and your compliance with the terms and provisions of this Agreement. Financial statements will be prepared in accordance with U.S. generally accepted accounting principles. We may obtain from third parties financial and credit information relating to you and your individual principal officers or owners, as authorized under the Application. Such information will be used by us in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. Pursuant to Applicable Law, including the USA PATRIOT Act, we are obtaining information and will take necessary action to verify your identity.

SECTION 5. MERCHANT ELECTION OF CARD TYPES AND SERVICES.

A. Card Election. You have elected and we have approved you to accept those Card types and Services designated on the Application. You may change your election of Card types and Services from time to time upon at least sixty (60) days' advance notice to us; we will use our reasonable efforts to accommodate your requests in less than this time but we will not be obligated to do so. At the time of your request for a new Card type or Service, we will communicate to you any fee changes (including any new fees and increased fees) regarding it. You will be deemed to have elected, and to have agreed to all related fee changes for, that new Card type or Service upon your request for an Authorization for a transaction with a Card of that Card type or use of the new Service and those fee changes will first be reflected in your merchant account statements for those transactions or new Service. You will not seek authorization for or submit a transaction of a new Card type until you receive written notice or oral or other notice (e.g., our coordinating a terminal download with you or providing instructions to you for updating non-terminal equipment) from us that you are approved to accept such Card type. Unless otherwise directed by us, you will not seek authorization for or submit a Card transaction of a Card type you desire to discontinue accepting later than the effective date of the notice to us.

B. Transactions Using Other than an Elected and Approved Card. In the event you submit a transaction using a card type not elected by you and approved by us, we may process or reject the transaction in our sole discretion. Any such transaction is subject to the interchange and other fees applicable to like transactions, and you may be subject to fees, assessments or fines, including but not limited to, any reclassification in charges assessed by Card Organizations and any programming and support costs for processing transactions outside the card types elected and approved. Except as may be the case as described in the immediately preceding sentence, you will be liable, obligated and responsible under this Agreement for any such transaction to the same extent as you would if you had elected and we had approved that card type and you will be charged our interchange and processing fees for a non-qualified transaction for that card type.

SECTION 6. MERCHANT DUTY TO HONOR CARDS AND USE OF MARKS.

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

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

C. Cards Issued by Non-US Card Issuers. You will honor all Cards issued by non-U.S. Card Issuers. For example, even if you elect to limit your acceptance of MasterCard Cards to MasterCard credit Cards, you will accept for processing a MasterCard debit Card issued by a non-U.S. Card issuer.

D. Marks Generally. You and we acknowledge that neither of us will acquire any right, title or interest in or to the Marks of the other party or of any Card Organization or our agents by virtue of this Agreement, without prior written consent; reference to Card Organizations or their Marks under this Section 6.D will not include Discover Network or its Marks, the use of which is governed by the Section 6.E, pursuant to the Card Organization Rules of Discover Network. You will display advertising and promotional materials supplied by us or separately approved in writing by us which inform the public that Cards are accepted for each Card type elected and approved and depict the related Card Organizations' Marks as a part of a display of decals, indoor and outdoor signage, websites, advertising and marketing materials or in other forms that we in advance approve in writing. You will not use the Card Organization Marks in such a way that the public could believe that the products or services offered by you are endorsed, sponsored or guaranteed by us or the Card Organizations. You will not assign to any third party any of the rights to use the Marks of us, our agents or Card Organizations.

Upon termination of this Agreement, the parties will discontinue all reference to and display of the other party's Marks (including Program Marks as defined in Section 6.E), and you also will discontinue all reference to and display of the Marks of the Card Organizations (including Program Marks, except to the extent you are authorized by a new agreement with another party to use some or all of such Card Organization Marks) and the Marks of our agents.

Except as otherwise provided herein, neither party will use the other party's Marks, or use language from which the connection of such Marks may be inferred, in any advertising, written sales promotion, press releases or other publicity matters relating to this Agreement without such party's prior written consent.

E. Discover Network Sublicense Terms. You are prohibited from using the Program Marks, as defined below, other than as expressly authorized in writing by us. Program Marks mean the brands, emblems, trademarks, and/or logos that identify Discover Network Cards, including, without limitation, Diners Club International Cards. Additionally, you shall not use the Program Marks other than to display decals, signage, advertising, and other forms depicting the Program Marks that are provided to you by us pursuant to this Agreement or otherwise approved in advance in writing by us. You may use the Program Marks only to promote the services covered by the Program Marks by using them on decals, indoor and outdoor signs, websites, advertising materials and marketing materials; provided that all such uses by you must be approved in advance by us in writing. You shall not use the Program Marks in such a way that customers could believe that the products or services offered by you are sponsored or guaranteed by the owners of the Program Marks. You recognize that you have no ownership rights in the Program Marks. You shall not assign to any third party any of the rights to use the Program Marks.

SECTION 7. GENERAL REQUIREMENTS AND RESTRICTIONS FOR CARD TRANSACTIONS.

A. Availability of Merchant Equipment. You will comply with the provisions of Section 14 regarding Merchant Equipment, to ensure that, among other things, it will be available for use by the Cardholders.

B. Card Transactions in U.S. Dollars. Unless otherwise agreed in advance and writing by us, you must submit all Card transactions in U.S. dollars.

C. Card Transaction Representations and Warranties. For every Transaction, you represent and warrant that:

(i) the Card Transaction is (a) genuine, (b) arises from a bona fide transaction permissible under the Rules and Applicable Law by the Cardholder directly with you, and is not a form of aggregation, factoring or out of the ordinary course transaction (all as described in Section 7.J), (c) represents a valid obligation between you and the Cardholder for the amount shown on the Transaction Record, Pre-Authorized Order, or Credit Record, and (d) does not involve the use of a Card for any other purpose;

(ii) the Transaction Record is free of any alteration not authorized by the Cardholder;

(iii) the Transaction Record is not subject to any dispute, set-off or counterclaim;

(iv) the Transaction Record is not for a transaction that has been previously submitted for processing;

(v) each statement on the Transaction Record is true, and you have no knowledge of facts that would impair its validity or collectability, and the Transaction Record is not one that you know or should have known to be either fraudulent or not authorized by the Cardholder;

(vi) you have completed only one Card transaction per sale, or one Card transaction per shipment of goods for which the Cardholder has agreed to partial shipments;

(vii) the Cardholder is an authorized user of the Card;

(viii) you have actually delivered the goods or performed the services or the Cardholder has incurred the obligation in accordance with the Transaction Record;

(ix) the Transaction Record is not the refinancing of a debt of the Cardholder that has been deemed uncollectable, nor for refinancing of a debt of the Cardholder in contravention of the Rules, nor for the collection of a dishonored check;

(x) you have complied with this Agreement and the Rules and Applicable Law;

(xi) the Card is a Valid Card;

(xii) the Transaction Record is not for a transaction previously charged back to you; and

(xiii) you will inform the Cardholder that you are responsible for the Card transaction including the related goods and services and for related customer service, dispute resolution, and performance of the terms and conditions of the transaction.

D. Transaction Records and Credit Records. All Transaction Records and Credit Records must include:

(i) the Cardholder's name and account number (truncated on the Cardholder receipt and elsewhere as required by the Rules and Applicable Law);

(ii) your name and other identifying information required by the Rules and Applicable Law;

(iii) where required by the Rules or Applicable Law, the signature of the Cardholder as it appears on the appropriate space on the Card;

(iv) the date of the transaction;

(v) a description of the merchandise sold, rented, or leased, services rendered or payment made;

(vi) the total cash price of the transaction (including taxes); and

(vii) any other applicable elements required by the Rules and Applicable Law.

E. Merchant to Obtain Authorization. You agree to submit only Card transactions for which you have received an Authorization. Obtaining an Authorization will not ensure payment to you for a Transaction Record. The fact that an Authorization is obtained by you will not affect our right

thereafter to revoke Authorization of a Card transaction or to charge back the transaction to you. In no event will the fact that an Authorization is obtained by you be deemed to be our representation or warranty, either express or implied, that the particular Card transaction is in fact a valid, authorized or undisputed transaction entered into by the Cardholder.

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

G. No Special Conditions for Accepting Cards. You will not impose any special conditions for accepting a Card except as required or permitted by the Rules and Applicable Law. You will not require a Cardholder to provide any personal information, such as home or business phone number, home or business address or driver's license number, as a condition to honoring Cards, unless permitted by the Rules and Applicable Law.

You will not increase the price of goods or services for a Card transaction or impose any fee for the service of accepting a Card except as allowed by the Rules and Applicable Law. You may charge a convenience or service fee for a card transaction only as permitted by the Rules and Applicable Law. If clearly disclosed to the Cardholder, you may offer a discount from the standard price for payments by cash.

H. Restricted or Prohibited Products and Services. You must not use the Services for Transactions prohibited by Applicable Law or the Rules due to the age of purchasers or otherwise such as alcoholic beverages, tobacco products, gambling (for example, the Unlawful Internet Gambling Enforcement Act 31 U.S.C. Section 5361 to 5367) drugs, weapons, adult-content material, or adult web sites, services or entertainment. You must comply with restrictions imposed by Applicable Law and the Rules on your products or services.

I. Payments from Cardholders. You agree that you will not accept or process, any funds representing a Cardholder's payment to a Card Issuer.

J. Prohibition on Aggregating and Factoring and Employee Transactions. You are prohibited from submitting or presenting, and agree not to submit or to present, any authorization requests for Transactions and Transaction Records arising from transactions between (i) you and Cardholders who are your owners, partners, guarantors, officers or employees, other than genuine purchases, leases or rentals of goods or services from you or other payments to you, all in the ordinary course of your business, and (ii) Cardholders and third parties for their goods or services or other payments to them.

SECTION 8. PRESENTMENT OF TRANSACTIONS.

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

B. Exclusivity/ Territory. Unless otherwise specifically agreed to in writing by the parties, you will submit to us all Card Transactions that are effected by you for authorization, processing and settlement in the United States and its territories. This Agreement does not cover your transactions at Locations outside the United States and its territories, or otherwise beyond our authority to process.

C. Delivery of Transaction Records and Credit Records. You will electronically deliver to us (or when authorized in writing by us, physically deliver to us) Transaction Records and Credit Records for all Card transactions to be processed and settled under this Agreement, but in no event later than the fifth calendar day or third Business Day (whichever is earlier) after completing each such Transaction Record or Credit Record,

except to the extent a longer time is allowed by the Rules, or a shorter time is required, such as for transactions through Debit Networks. Faster delivery times and different authorization and delivery methods may be required by the Card Organizations to qualify for lower rates. You agree to be bound by all Transaction Records and Credit Records we receive in your name; provided, that we may refuse to accept any Transaction Record or Credit Record if we believe in our sole discretion that it is suspicious or fraudulent.

D. Timeframe for Presentation of Card Transactions. Depending upon method of submission, the cut-off times for submission by you to us of Transaction Records are as follows:

(i) **Electronic Submission (off-site format).** Transaction Records successfully received by us in electronic format on any day no later than 2:00 P.M. local time at the applicable processing center will be processed by us on the same day or if the day of receipt is not a Business Day, processing will occur on the next Business Day.

(ii) **Data Capture Submission (terminal FACTS).** Transaction Records successfully received by us in data capture format through FACTS on any day no later than 6:00 A.M. local time at the applicable processing center will be processed by us on the same day, or if the day of receipt is not a Business Day, processing will occur on the next Business Day.

(iii) Any Transaction Records submitted on any day after the applicable cut-off time specified above will be deemed submitted on the next Business Day.

SECTION 9. SETTLEMENT OF TRANSACTION RECORDS AND CREDIT RECORDS.

A. Settlement of Transaction Records. We will settle with you for each Transaction Record acquired and accepted by us under this Agreement after we receive payment for that Transaction Record from the related Card Organization, subject to the terms of this Agreement. Unless we agree in writing otherwise, we will only acquire Transaction Records for Visa, MasterCard and Discover Network Card types (including those of other Card Organizations processed under Visa, MasterCard or Discover Network Card Organization Rules); provided, however, that, if you have been classified by Discover Network as having a Discover Direct Strategic Relationship with Discover Network, we will not acquire your Discover Network transactions and they will be subject to your agreement with Discover Network. You acknowledge and agree that if we have not agreed to or do not acquire transactions for any Card type

(i) we have no liability or responsibility whatsoever for the settlement of or disputes regarding those transactions and (ii) you will pursue directly with the related Card Organization all claims and disputes regarding those transactions. You agree to pay us for per item processing, authorization and other fees in the Fee Schedule for any non-acquired transaction services you receive from us.

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

You acknowledge and agree that transfers to or from the Deposit Account will be made on the basis of account number and bank routing number only. We are not responsible for detecting errors in any Deposit Account information you provide, including the account numbers and routing numbers associated with the Deposit Account, even if any of those numbers do not correspond to the account or bank identified by name. Your obligations and our rights regarding any settlement transfers we make in reliance on the account number(s) and bank routing

number(s) for the Deposit Account are not excused in those circumstance, even if you provide us erroneous information.

We will initiate a transfer of settlement funds to you as set forth in Section 9.C. We will not be liable for any delays in receipt of settlement funds or errors in credits or debits to the Deposit Account that are caused by persons other than us, including but not limited to, delays or errors of any Card Organization, any financial institution other than us or any third party.

C. Settlement Amounts and Time for Settlement. All settlements to you for Transaction Records will be based upon gross sales, minus the amounts of Credit Records, adjustments, applicable fees, Chargebacks, and any other amounts then due from you to us, whether netted at settlement or separately debited. All credits to your Deposit Account or other payments to you are provisional and are subject to (i) our final audit and confirmation, (ii) Card Organization Rules and (iii) any other obligations owed by you to us.

Except as otherwise set forth in this Agreement, if we receive your Transaction Records by the applicable cut off time established by us, we will initiate a transfer of applicable settlement funds, after receipt thereof from the Card Organizations, via ACH (or other payment system available from us for these types of transfers) to your Deposit Account. We will generally initiate this transfer by the following Business Day after we process the applicable transactions.

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

SECTION 10. PAYMENT OF FEES, FINES, ASSESSMENTS, PENALTIES, OTHER CHARGES AND TAXES.

A. Fees and Card Organization Charges. Concurrent with entering into this Agreement with us, you have entered into a service agreement with McKesson ("McKesson Service Agreement"). The processing fees for the services provided by us will be contained in such McKesson Service Agreement. If the McKesson Service Agreement terminates and we no longer receive compensation from McKesson for the services we provide to you under this Agreement and you continue to receive services under this Agreement during any transition or conversion period, you agree that we may charge you our then current fees for similar merchants processing in the same manner. McKesson will bill you for any supplies we provide to you under this Agreement. We may require you to pay to us any extra or special charges imposed by third parties if any transactions processed or initiated hereunder are charged back, reversed or rejected (including chargeback fees and fines and ACH reject fees).

Fees will be charged for all authorizations requests, whether or not approved, all Transaction Records submitted for processing, all Credit Records and all Chargebacks. If a transaction does not qualify for the lowest interchange rate for which it is eligible, then that transaction will be downgraded and processed at a more costly interchange rate for which the transaction qualifies. You will pay retroactive increased interchange fees for any transactions that a Card Organization determines did not qualify for the rates originally used.

B. Card Organization Fines, Assessments and Penalties. In addition, you will pay to us all assessments, fines, penalties, fees (including increased fees), Card issuer reimbursements and similar charges imposed by Card Organizations on us, directly related to your Card transactions or based on your actions or failure to act, including, but not limited to, your non compliance with data security requirements.

C. Payment of Fees and Other Charges. We may debit the Deposit Account, or withhold from funds we owe you under this Agreement, for

all amounts you owe us under this Agreement. If the Deposit Account has insufficient funds, we may, without advance notice, withdraw the funds you owe us from the Reserve Account, or any other account you maintain with us or to which you have granted us access. If insufficient funds are available from those sources, you must pay the amount of any deficiency immediately upon demand.

D. Changes in Amount of Fees and New Fees. You acknowledge that the fees stated on the McKesson Service Agreement are based, in part, on fees set by Card Organizations and in effect at the time the parties enter into this Agreement. The fees set by the Card Organizations may change from time to time during the term of this Agreement. We will use reasonable efforts to give McKesson at least fifteen (15) days' advance notice of any change in such fees, and we will give McKesson at least fifteen (15) days advance notice of any increase in fees not based in part on fees set by the Card Organizations. McKesson will notify you if your fees will increase and you will be responsible for paying any increased fees as of the effective date of any notice, except if you give us notice of termination of this Agreement and cease processing Card transactions within 30 days of the notice of a fee increase. Certain fees may also be increased if Merchant is not in compliance with data security requirements as provided in Section 15.

E. Fees for Supplies and Other Services. McKesson will bill you for any supplies we provide you under this Agreement.

F. Taxes, Installation & De-Installation. You agree to pay any and all sales, use, excise, personal property, stamp, documentary and ad-valorem taxes, license and registration fees, assessment, fines, penalties and similar charges ("Taxes") imposed on the Services or the transactions contemplated by this Agreement. You also agree to pay any and all Taxes imposed on the ownership, possession or use of the Merchant Equipment. You authorize us, or our assigns, to increase the amount of your preauthorized payment to reflect any and all increases in all applicable Taxes. You further agree to pay any and all costs associated with the installation and de-installation of Purchased Equipment. You are not responsible for any taxes imposed on us based on our net income.

G. Interest on Unpaid Amounts. In the event you do not pay us for amounts due under this Agreement within 30 days after we have provided you with an invoice or other statement of the amount due, we may, in our discretion, charge you interest at the per annum rate equal to our then current prime rate plus two percent (2%), for such time that the amount and all accrued interest remain outstanding, based on a 360 day year.

SECTION 11. DUTIES REGARDING REVIEW OF INFORMATION AND MERCHANT SYSTEMS.

A. Duty to Review Statements and Report Discrepancies. You must promptly and carefully review the statements provided by McKesson or made available to you reflecting Card transaction activity and activity in the Deposit Account and Reserve Account.

B. Duty to Notify Bank of Discrepancies or Adjustments. If you believe any discrepancies exist or adjustments are needed with respect to any debits or credits effected by us with respect to your Deposit Account, the Reserve Account, Delayed Settlement Account or for any amounts due to or due from you, or if you have any other questions or concerns regarding your Card transactions that are processed and settled by us or regarding any statement or report provided or made available by us (physically, electronically or otherwise), you must notify us in writing (i) within sixty (60) days after such debit or credit is effected, such transaction is processed and settled, or such statement or report is provided, or (ii) such shorter time as is provided in the terms and conditions covering that account. If you fail to notify us within such time frame, we will not be required to investigate the matter or effect any related adjustment, absent any willful misconduct by us. If you notify us after such time period, we may, in our discretion and at your cost, investigate the matter addressed in your notice, but we will not have any liability to effect any related adjustment absent any willful misconduct by us. Any voluntary efforts by us to assist you in investigating such

matters will not create any obligation to continue such investigation or any future investigation.

C. Duty Regarding Merchant Systems. You will be responsible for auditing, balancing, verifying and reconciling any out-of-balance condition within the Merchant Systems, and for notifying us of any errors in the foregoing after receipt of the applicable report from us. You will notify us of all incorrect reports or output within two (2) Business Days after receipt of such reports or output.

SECTION 12. CHARGEBACKS.

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

B. Disputing Chargebacks. You may dispute a Chargeback as provided in the Rules, including any requirements for timely submission. Our obligation to you respecting Chargeback disputes is limited to permissible presentation of your dispute to the appropriate Card Organization. We will not engage in direct collection efforts against Cardholders on your behalf.

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

SECTION 13. RETENTION OF RECORDS; RETRIEVAL REQUESTS.

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

You will submit to us a legible copy or image of a Transaction Record, Cardholder consent for a Pre-Authorized Order or Credit Record if any Card Issuer requests one. Your deadline for providing to us a legible copy or image of the requested Transaction Record, Cardholder consent for a Pre-Authorized Order or Credit Record is ten (10) days after the date of the Card Issuer's retrieval request, or as specified in the notice from us. You acknowledge that your failure to properly and timely respond to any retrieval request may result in a Chargeback.

SECTION 14. MERCHANT EQUIPMENT.

You will take all reasonable steps necessary to ensure that all Merchant Equipment will be available for use by the Cardholders and to ensure that Merchant Equipment will function in a reliable manner and be programmed, updated, reprogrammed or replaced in compliance with the Rules and Applicable Law; any Software provided by us for these purposes will constitute Bank Software. You agree and covenant with, and represent and warrant to, us that (i) Merchant Equipment is for business use only, and not for personal, family or household purposes, (ii) you will prepare the installation site or sites for Merchant Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and technical standards, (iii) you will cause Merchant Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by the manufacturer, (iv) you will not use Merchant Equipment (or permit it to be used) in any manner or for any purpose for which it is not designed or reasonably suited, (v) you will be solely responsible for properly maintaining all Merchant Equipment, and

(vi) you will at all times ensure that all point-of-sale Equipment will display, print and report your name, city, state and the transaction date on all transaction receipts.

You are responsible for (a) all costs of Merchant Equipment and other computers, servers and peripherals, including, without limitation, scanners and printers, and supplies for them and (b) any damage to Bank Systems, Bank Software or other consequences caused by your use of Merchant Equipment. If we provide any Bank Software to you for use on Merchant Equipment and you are unable to use the Services due to a problem with that Bank Software, then we will use our commercially reasonable efforts to correct that problem; otherwise, our liability and responsibility to you regarding that Bank Software are limited and subject to the provisions of Section 26.

SECTION 15. INFORMATION SECURITY.

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

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

C. Costs. In addition to your obligations as set forth in Sections 10 and 26, if you or a Merchant Provider (or other third party used by you) are determined by any Card Organization, regardless of any forensic analysis or report, to be the likely source of any loss, disclosure, theft or compromise of Cardholder Data or Card transaction information (together, "Compromised Data Event") and regardless of your belief that you have complied with the Rules and Applicable Law or any other security precautions and are not responsible for the Compromised Data Event, you must promptly pay us for all related expenses, claims, assessments, fines, losses, costs, and penalties and Card Issuer reimbursements imposed by the Card Organizations against us (together, "Data Compromise Losses").

D. Card Issuer Costs. In addition to your obligations in Sections 10, 15.C, and 26, you must pay us promptly for all expenses and claims made by Card Issuers against us alleging your responsibility for the loss, disclosure, theft or compromise of Cardholder Data or transaction data, apart from any claim procedures administered by the Card Organizations.

E. Compromised Data Event Appeals. If we are allowed under the Card Organization Rules to contest or appeal any claim of a Card Issuer, or any amount assessed by a Card Organization against us, which you are obligated to pay under this Section 15.E, you will be given the opportunity to advise whether you wish us to contest or appeal the claim, assessment, penalty or fine. The decision to contest or appeal will be in

our reasonable discretion, and if you ask us to contest or appeal, all related costs will be paid by you. Any amount returned to us as a result of the contest or appeal will be promptly refunded to you.

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

G. System Scans. Upon notice to you, we or our representatives may conduct remote electronic scans of your systems, similar to those conducted under the PCI DSS, to confirm compliance with the requirements of the PCI DSS and similar requirements of the Card Organizations. You must promptly cooperate with us to facilitate the scans.

H. Increased Fees for Non-Compliance. In addition to any other permitted action, if we determine that you are not in compliance with any of the data security requirements imposed by this Agreement, the fees for authorizing and processing transactions under this Agreement may be increased by 25% (in addition to your obligation to reimburse us for any Data Compromise Losses and Card Issuer Costs) until such time as we are satisfied that you have adequately corrected such noncompliance or you demonstrate that you have adequately corrected the noncompliance as evidenced by an independently produced report of compliance provided in accordance with Card Organization procedures.

SECTION 16. MERCHANT'S RESPONSIBILITIES FOR THIRD PARTIES USED BY MERCHANTS.

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

B. Merchant Providers. Before you engage any Merchant Provider, you must provide to us in writing (a) the Merchant Provider's legal name, (b) contact information, and (c) intended function. You covenant with us that you will not use, allow the use of, or provide to any Merchant Provider access to any Cardholder Data, Bank Systems, Bank Software or Services until you receive our approval and, if required, confirmation of our registration of that Merchant Provider with applicable Card Organizations. You must ensure that you and Merchant Providers: (i) comply with the registration process which can involve site inspections, background investigations, provision of financial statements, and any other information required by a Card Organization; (ii) comply with the periodic and other reporting required by a Card Organization; and (iii) comply with this Agreement and Applicable Law, including without limitation, those requiring security of Cardholder Data. You may allow Merchant Providers access to Cardholder Data only for purposes

authorized under and in conformance with the Rules and Applicable Law. You are responsible for all our costs and expenses associated with our review, approval, certification (and recertification as may be required by the Rules) and registration of any Merchant Providers.

Upon request and reasonable notice, you will provide and will ensure that your Merchant Providers provide to us and our representatives prompt access to your and their facilities and records for the purposes of performing any inspection and copying books or records pertaining to the transactions contemplated under this Agreement. You must have written agreements with Merchant Providers requiring such access.

SECTION 17. TERM AND TERMINATION; DEFAULT; PROVISIONS SURVIVING TERMINATION.

A. Term. This Agreement is binding upon the earlier of (a) its execution by all parties as evidenced by signatures on the Application or (b) the settlement by us of any Card transaction submitted by you to us pursuant to this Agreement. This Agreement continues in effect until notice by one party to the other of termination as specifically provided in this Agreement. Unless otherwise agreed by the parties, the initial term of the Agreement shall be three (3) years. The Agreement shall continue in full force thereafter for successive one-year periods until terminated in writing, by notice given to the other party or parties not less than one-hundred-twenty (120) days prior to the then current expiration date, or until any earlier termination as provided below. If this Agreement is terminated by you, you shall notify McKesson who shall notify us. This agreement may also be terminated by either party at any time upon thirty (30) days advance written notice to the other party if the McKesson Service Agreement expires or is terminated.

B. Termination by Bank for Merchant Default. If any of the following events (each a "Default") occurs, we may change the payment or processing terms of this Agreement upon notice to you or terminate this Agreement immediately without advance notice, and exercise all of our other rights and remedies under this Agreement and Applicable Law: (i) a material adverse change in your business or financial condition; (ii) a sale of all or a substantial portion of your assets or a direct or indirect change in control of your business; (iii) a change in your business procedures, Card acceptance practices, products or services as originally disclosed to us, unless we have first approved such change, (iv) any information provided on the Application that was false or misleading, (v) irregular Card sales, excessive Chargebacks, illegal activity, improper Card acceptance practices or any other circumstances which, in our discretion, may increase our potential exposure for Chargebacks or otherwise present a financial or security risk to us; or (vi) a breach or lack of compliance by you in any substantial respect in the performance or observance of any term, provision, covenant, condition, representation, warranty or agreement in this Agreement, or in any other agreement with us or any of our affiliates, including, but not limited to, the non-payment when due of any fees, amounts for Purchased Equipment, and other amounts due to us; (vii) any reasonable belief by us that you are unable or unwilling to comply with the terms of this Agreement or Applicable Law, which noncompliance would constitute a substantial risk to us, (viii) in the event of actual or suspected Compromised Data Event, (ix) there is an overdraft for five (5) consecutive days in the Deposit Account, (x) any guaranty is revoked, (xi) your business name and/or the names of your principals is/are listed on a security/credit alert system, (xii) you have been characterized as "high risk" by one or more Card Organizations for reasons including, but not limited to, fraud, counterfeit transactions, prohibited Card transactions, excessive Chargebacks, highly suspect activity or non-payment of fees, (xiii) you fail to establish or maintain a required Reserve Account; (xiv) at any time a greater than twenty percent (20%) difference exists between the Card transaction volume or average Card transaction amount stated in the Application and your actual Card transaction volume or average Card transaction amount; (xv) you file a voluntary petition or complaint seeking relief under any federal or state bankruptcy or other debt relief statute, an involuntary petition under any federal or state bankruptcy or other debt relief statute is filed against you, you generally become unable to pay your debts or trade obligations as they become due, or you make a general assignment for the benefit of creditors or (xvi) you are disqualified or withdraw from the EBT issuance program(s) indicated on the Application. If an order of relief is entered against you in a case commenced under Title 11 of the United States Code and you are given

the right to assume or reject this Agreement, you must do so within sixty (60) days after the entry of such order of relief; if you fail to do so, we may terminate this Agreement immediately upon written notice to you.

C. Termination of Certain Services. Each party may terminate some of the Services, without terminating the Agreement, for the same reasons as that party can terminate this Agreement, and the terminating party will specify the Services being terminated in its notice of termination to the non terminating party.

D. Provisions Surviving Termination. The terms and provisions governing your obligations and liabilities and our rights regarding the following matters will survive termination until all these matters are resolved or settled and all amounts owed to us regarding these matters are fully paid: (i) processing and settlement of Card transactions, Transaction Records and Credit Records, (ii) adjustments, (iii) all amounts due us under this Agreement, (iv) the resolution of any Chargebacks, disputes or other issues involving Card transactions, (v) Compromised Data Events and (vi) all our rights regarding your breach of any of your agreements, representations, warranties, covenants or other obligations under this Agreement. In addition to the above and any terms and provisions which by their terms survive termination, the terms and provisions of Sections 1, 10 through 24, 26 through 29, and 37-40 will survive any termination of this Agreement.

E. Report of Termination to Card Organizations. We will not be liable to you if we report termination of this Agreement to Card Organizations. If we incorrectly report this information, we will file a correction with the relevant Card Organizations immediately upon recognition of the error and request the Card Organizations to correct their files.

F. Deposit Account Closure and Changes. If the Deposit Account is closed, we may terminate this Agreement upon written notice unless you have opened another Deposit Account acceptable to us. You may change the Deposit Account upon our approval, which will not be unreasonably withheld. You may change the Deposit Account in accordance with our procedures in effect at the time of your notice. You agree that accepting notice by telephone or the Internet is commercially reasonable. In the case of telephone initiated requests, we will make reasonable efforts to verify the identity of the caller giving notice of the change or requesting information; however, we will not be liable for any unauthorized change in the Deposit Account or inaccurate Deposit Account information.

SECTION 18. MONITORING CARD ACTIVITY; DELAYED FUNDING OR SUSPENDED SERVICE.

A. We may monitor your daily Card transaction activity and may, upon reasonable grounds, deposit your settlement funds into a non-interest bearing account established and funded pursuant to, and as further described in, Section 19 ("Delayed Settlement Account") or we may temporarily suspend processing under this Agreement for your related Locations. Reasonable grounds will include, but not be limited to, the following:

- (i) suspicious or unusual transaction activity;
- (ii) significant change from information provided by you or patterns established by you, in either case regarding the nature of your business, type of product or service sold, leased or rented, average transaction size, monthly volume or swiped/keyed percentages;
- (iii) you do not obtain authorizations for transactions;
- (iv) we receive excessive retrieval requests;
- (v) excessive Chargebacks; and
- (vi) you do not deliver product or render full service on or before the transaction date.

B. If we temporarily delay your settlement or suspend your processing, we will do so for any reasonable period of time required by us to fully investigate your activity and determine whether it presents an unacceptable risk to us.

C. In addition to limits on liability set forth elsewhere in this Agreement, we will not be liable to you for any damages (including, but not limited to, direct damages) that you may suffer as a result of the delay of settlement or suspension of processing, as long as we act in good faith and use our reasonable business judgment.

SECTION 19. RESERVE ACCOUNT AND DELAYED SETTLEMENT ACCOUNT.

A. Establishment of Reserve Account. We may require you to establish and fund a Reserve Account (i) upon execution of this Agreement; (ii) from time to time throughout the term of this Agreement; (iii) upon a Default or Data Compromise Event; or (iv) in connection with any termination of this Agreement. Any such Reserve Account will be held in an account with us and will not be subject to withdrawal by you.

1. Initial Reserve. Before we provide Services to you we may require you to establish a Reserve Account; if we do, it will be funded in the amount of the Initial Reserve Account Balance designated in the Fee Schedule or in other reasonable communication from us.

2. Other Reserve. In connection with termination, a Default or actual or suspected Compromised Data Event, we may also require a Reserve Account to be established and maintained by you or on your behalf with us in an amount equal to:

(i) our reasonable estimate of your aggregate dollar amount of incoming Chargebacks and Credit Records, which may be based on (a) actual volume during the preceding 270 days for Chargebacks and 60 days for Credit Records or (b) nine (9) times your highest monthly dollar volume of incoming Chargebacks and two (2) times your highest monthly aggregate dollar amount of Credit Records, as determined during the most recent twelve-month period; and

(ii) our reasonable estimate of the amount of any goods or services which have not been delivered to Cardholders; and

(iii) our reasonable estimate of all fees charges, assessments, fines and penalties that may be owed to us under this Agreement; and

(iv) our reasonable estimate of all Third Party-Based Fees and amounts owed to other third parties (e.g., lessors of Merchant Equipment); and

(v) our reasonable estimate of Data Compromise Losses and Card Issuer costs, as defined in Section 15.C and described in Section 15.D, in the event of actual or suspected Compromised Data Events; and

(vi) our reasonable estimate of all other amounts we deem necessary to cover existing or future financial risk to us related to this Agreement.

B. Use of Reserve Account Funds. The requirement to maintain a Reserve Account will not limit our right to debit the Deposit Account or withhold ongoing settlement payments for recoupment for Chargebacks, potential Chargebacks, adjustments, and any other charges due hereunder, including, but not limited to, any Losses, claims, costs, expenses, fines, and assessments. When there are insufficient funds in your Deposit Account or insufficient settlement amounts, funds in the Reserve Account may be used to settle Chargebacks and adjustments (whether arising before, on or after termination), and any other amounts due us. We will return the balance in the Reserve Account to you after we reasonably determine that the risk of Chargebacks and other amounts owed to us has ended (in most circumstances, this will be no more than 270 days after you discontinue processing). We will provide you with an accounting of funds debited from or credited to such Reserve Account. If, at any time, either you do not have a Reserve Account or funds in the Reserve Account are not sufficient to cover the Chargebacks, adjustments, fees and other amounts due us, you agree to promptly pay us the amounts not so covered immediately upon demand.

C. Funding and Maintaining the Reserve Account. Whenever the balance in the Reserve Account is less than the minimum balance required, we may deposit the deficiency into the Reserve Account by reducing the amount of any payment to you required by this Agreement or withdrawing the amount of the deficiency from the Deposit Account and depositing it into the Reserve Account.

D. Establishment and Funding of Delayed Settlement Account. In addition to our rights and remedies contained elsewhere in this

Agreement and without need to exercise rights or remedies, we may, immediately without prior notice, and as an alternative or supplement to those rights and remedies, upon the occurrence of a Default or if for reasons described Section 18, delay for any reasonable period of time settlement payments due or to become due to you pursuant to this Agreement. If we take any such action, we will notify you within three (3) Business Days thereafter, stating our reason(s) therefor. To the extent not used to pay us immediately for any amounts due, the amounts withheld will be deposited into a Delayed Settlement Account. The Delayed Settlement Account is separate from the Deposit Account and Reserve Account.

If your funds are delayed by us or we have temporarily suspended processing under this Agreement, such delay or suspension will be for any reasonable period of time required by us. To the extent permitted by the Rules, we will maintain any funds transferred to a Delayed Settlement Account which will be a non-interest bearing account, and may be a commingled account. We will have no liability for any losses, either direct or indirect, which you may attribute to any delaying of settlement of funds or suspension of processing.

E. Master and Sub Accounts. We will hold funds pursuant to this Section 19 in master account(s) with your funds allocated to separate sub accounts.

SECTION 20. GRANT OF SECURITY INTEREST.

To secure your performance of your obligations under this Agreement, you grant us security interests in each transaction and its proceeds, the Deposit Account, the Reserve Account, the Delayed Settlement Account and any other depository, reserve or bank account held by you with us and our affiliates, the Deposit Account at any other financial institution, whether now existing or established in the future, and in the balances and proceeds of all those accounts, any funds due you from us and any of your property held by us and our affiliates. We may enforce these security interests without notice or demand to the extent permitted by the Rules and Applicable Law. The security interests granted under this Agreement will survive the termination of this Agreement until all your obligations are irrevocably paid and performed in full. In addition, your assent to the terms of this Agreement will be considered your agreement to obtain and execute an appropriate control agreement, pursuant to Article 9 of the Uniform Commercial Code, among you, us and any other financial institution, under which agreement we, you and that other financial institution agree to the disposition of funds in the Deposit Account, the Reserve Account, Delayed Settlement Account or any other account or property subject to the security interest in this Agreement without further consent by you, provided that such agreement will not obligate you to pay additional fees to us.

SECTION 21. CONFIDENTIALITY AND AFFILIATE MARKETING.

A. Cardholder Data. In addition to the information security provisions elsewhere in this Agreement, neither you nor we will use, store, disclose, sell or disseminate any Cardholder Data obtained in connection with a Card transaction, except in accordance with the Rules and Applicable Law (e.g., for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transactions). The foregoing will not apply in the instance of a court or governmental request, subpoena or order. We may use any Cardholder Data for purposes associated with our role as a Card Issuer if such Cardholder Data is derived from a Card transaction in which the Card used was issued by us. Further, in accordance with the Rules and Applicable Law, we may participate in sharing Cardholder Data among our affiliates, other financial institutions, regulatory authorities, law enforcement agencies and any other entities authorized by the Rules and Applicable Law. In addition, we may participate in sharing Cardholder Data with any Card Organization or its designee at the request of that Card Organization.

B. Agreement and Service Related Information. You will keep confidential this Agreement, the Rules and Devices and any other information supplied or made accessible to you by us or our agents and will not disclose any of that information to any third parties; provided, however, that these restrictions do not apply to information: (i) rightfully obtained on a non-confidential basis from a person other than us or our

agents, which person was not subject to a duty of confidentiality, (ii) rightfully and independently known by you on a non-confidential basis prior to its disclosure or (iii) generally available to the public other than through any disclosure by or fault of you or your agents.

C. Merchant Information. We will keep confidential, in accordance with Applicable Law and the Rules, any information received by us from you or your agents regarding your use of the Services, including any relationship and transaction information; provided, that we may disclose such information (a) to third parties to the extent necessary to provide the Services, (b) our auditors and attorneys (internal and external) and regulators, and (c) as required or permitted by Applicable Law.

D. Federally Required Affiliate Marketing Notice. YOUR CHOICE TO LIMIT MARKETING. Federal law gives you the right to limit some but not all marketing from all the Bank of America affiliated companies listed below. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from all the Bank of America affiliated companies. You may limit all the Bank of America affiliated companies, such as the banking, loan, credit card, insurance and

securities companies, from marketing their products or services to you based upon your personal information that they receive from other Bank of America companies. This information includes your income, your account history and your credit score. Your choice to limit marketing offers from all the Bank of America affiliated companies will apply for at least 5 years from when you tell us your choice. Before your choice to limit marketing expires, you will receive a renewal notice that will allow you to continue to limit marketing offers from all the Bank of America affiliated companies for at least another 5 years. You may tell us your choice to limit marketing offers, and you may tell us the choices for other customers who are joint account holders with you. This limitation will not apply in certain circumstances, such as when you have an account or service relationship with the Bank of America company that is marketing to you. For individuals with business purpose accounts, this limitation will only apply to marketing to individuals and not marketing to a business. **To limit marketing offers, contact us at 1.800.282.2884.** We may amend this list of companies from time to time upon notice to you in the manner described in Section 31.

Banks and Trust Companies:

Bank of America, N.A.

Brokerage and Investments

BACAP Alternative Advisors, Inc.
Bank of America Capital Advisors LLC
Banc of America Finance Services, Inc.
Banc of America Investment Advisors, Inc.
Banc of America Investment Services, Inc.
Banc of America Securities LLC
U.S. Trust Hedge Fund Management, Inc.
UST Securities Corp.
White Ridge Investment Advisors LLC

Credit Card

Bank of America Consumer Card Services, LLC
Bank of America

Fleet Credit Card Services, L.P.

Insurance and Annuities

BA Agency, Inc.
BA Insurance Services, Inc.
Balboa Insurance Company
Balboa Life Insurance Company
Balboa Life Insurance Company of New York
Balboa Warranty Services Corporation
Banc of America Agency, LLC
Banc of America Agency of Nevada, Inc.
Banc of America Agency of Texas, Inc.
Banc of America Insurance Services, Inc., dba in
New York: Banc of America Insurance Agency
Countrywide Insurance Services, Inc., dba in
New York: CW Insurance Agency
Countrywide Insurance Services of Arizona, Inc.
Directnet Insurance Agency, Inc.
General Fidelity Insurance Company
General Fidelity Life Insurance Company
Meritplan Insurance Company
Newport E & S Insurance Company
Newport Insurance Company

Leasing Companies

BAL Corporate Aviation, LLC
BAL Energy Holding, LLC
BAL Energy Management, LLC
BAL Investment & Advisory, Inc.
BAL Solar I, LLC
BAL Solar II, LLC
BAL Solar III, LLC
Banc of America Leasing & Capital, LLC
Banc of America Public and Institutional
Financial Funding, LLC
Banc of America Public Finance Corp.
BAPCC II, LLC
Pydna Corp.

Real Estate

BAC Home Loans Servicing, LP
Countrywide Home Loans, Inc.
Countrywide Home Loans of Minnesota, Inc.
Countrywide Home Loans of Texas, Inc.
Countrywide Home Loans of Tennessee, Inc.
Countrywide Mortgage Ventures, LLC
HomeFocus Services, LLC
HomeFocus Tax Services, LLC
KB Home Mortgage, LLC
Landsafe, Inc.
LandSafe Services, Inc.
LandSafe Credit, Inc.
LandSafe Title of California, Inc.
LandSafe Title of Florida, Inc.
LandSafe Title of Texas, Inc.
LandSafe Title of Washington, Inc.
LandSafe Title of Ohio, Inc.
LandSafe Title of Alabama, Inc.
LandSafe Title of Maryland, Inc.
NationsCredit Financial Services Corporation

SECTION 22. BANK SYSTEMS AND BANK LICENSED PRODUCTS.

A. Bank Systems. If you access any Bank Systems in connection with the Services, you must use a browser that complies with our specifications. We recommend that you have appropriate security measures for Internet or other external network use, including, a proxy server and/or firewalls to control and protect Internet access. You will be responsible for the supervision, management and control of your use of Bank Systems, including without limitation (i) implementing sufficient procedures to satisfy your requirements for the security and accuracy of the input you provide, and (ii) implementing reasonable

procedures to verify reports and other output from us within the time frames required by this Agreement. You acknowledge and agree that you do not have any ownership interest or other rights in Bank Systems by reason of this Agreement or your access to them.

B. Bank Licensed Products. This section applies to all Bank Software, Rules (other than Card Organization Rules) and Devices (collectively and individually, the "Bank Licensed Products"), including any Bank Licensed Products that may be installed or accessible on or via personal computers, network servers, Merchant Equipment, the Internet, or otherwise (unless we provide to you a separate license agreement for any Bank Licensed Products (including

a "click-wrap" license you may obtain from us by downloading from our web sites or network servers)). Subject to the terms of this Agreement, we grant to you, and you accept from us, a personal, nonexclusive and nontransferable license (the "License") to use the Bank Licensed Products solely in connection with the Services, including, without limitation, the Internet Based Services. The License will be effective while the Bank Licensed Products are in use by you and until this Agreement or the related Services are terminated, subject to our rights to terminate the License prior to that time. Upon termination of the License, you will cease using, and return or destroy (as we direct), all Bank Licensed Products.

You acknowledge and agree that (i) that the Bank Licensed Products are our sole property and of substantial value to us, and are protected by all copyright, trademark, trade secret, patent and other intellectual property laws of the United States, (ii) you will include (and not alter or obscure) all Marks, copyright, proprietary or confidential notices appearing on the Bank Licensed Products on each copy thereof that you are permitted to make; (iii) you will not sublicense the Bank Licensed Products to third parties; (iv) you will not, and will not allow others to, decompile, disassemble or reverse engineer the Bank Licensed Products or discern the source code regarding any Bank Licensed Products (or attempt any of the foregoing); (v) you will use the Bank Licensed Products only in connection with the Services, and you will not use them for, or on behalf of, third parties or for purposes other than your use of the Services; (vi) you will keep confidential, and will not disclose, transfer or otherwise make available in any form to or for the use or benefit of third parties (except your agents for purposes of your use of the Services only), the Bank Licensed Products; (vii) you will be fully responsible for compliance with all of the terms and conditions of this Section 22.B by your users of the Bank Licensed Products ("Users"), including any Users acting through your agents to which you may make the Services and Bank Licensed Products available (to the extent provided above), and (viii) you will not, and will not permit Users or others to, directly or indirectly copy, duplicate, or furnish to third parties (except your agents for the purposes of your use of the Services only) any physical or electronic version of the Bank Licensed Products or any portion thereof.

We may, in our sole discretion, terminate the License with respect to any or all Bank Licensed Products if you breach the terms of this Section 22.B. In addition, you acknowledge that breach of this License by you or your agents or any Users could cause immediate and irreparable harm to us for which money damages could not be sufficient compensation. We will be entitled to injunctive relief for any such breach of any term or provision of this Section 22.B, without proof of actual damages and without the posting of bond or other security. Such remedy will not be deemed to be the exclusive remedy for such breach, but will be in addition to all other remedies available at law or in equity.

SECTION 23. DEVICES AND RELIANCE ON INSTRUCTIONS.

You will access the Services in accordance with this Agreement, the Rules and the procedures, access codes, passwords, encryption or decryption keys or other security devices ("Devices") used or assigned in connection therewith, as further described in the Rules. You agree to comply with any additional security that we may implement. We may assume that each inquiry and instruction received in connection with the use of the Services, Bank Systems or Bank Software, in good faith and accompanied by any applicable Devices, is a genuine, valid and authorized inquiry or instruction of yours made by a person authorized to act on your behalf. You will immediately notify us of any actual or suspected compromise of security, including any unauthorized access, use or possession of the Services, Bank Licensed Products or Devices. You will be responsible for any Losses resulting from actions taken by us in accordance with instructions received from unauthorized persons when accompanied by the applicable Devices. In addition, we may rely on and honor, and you are bound by, any communications and instructions received by us, via one of our acceptable communication channels for that type of communication or instruction, in your name from your purported

representatives or agents, whether or not authorized, that we believe in good faith to be authentic.

SECTION 24. EXAMINATIONS, AUDITS AND CORRECTIVE ACTION.

A. Bank Rights. We or our designees will have the right, during the term of this Agreement and for one (1) year thereafter, upon reasonable advance written notice and during normal business hours, to conduct a review of the books, records, operations and Merchant Equipment of you, your Merchant Providers and your other third party service providers to determine or to verify your and their compliance with your obligations under this Agreement.

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

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

D. Regulatory Agencies. Notwithstanding anything to the contrary in Sections 15 and 21, you agree to provide reasonable access to Merchant Systems and your facilities and records and those of Merchant Providers during normal business hours for examination purposes to any state or federal agencies with jurisdiction over us or any Card Organization, upon our prior written request.

SECTION 25. GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS.

A. Bank Representations, Warranties and Covenants. We represent and warrant to, and covenant with, you, as follows: we validly exist, we are in good standing and are free to enter into this Agreement, and we will perform our obligations pursuant to this Agreement in accordance with Applicable Law.

B. Merchant Representations, Warranties and Covenants. In addition to the representations and warranties contained elsewhere in this Agreement, you represent and warrant to, and covenant with, us, as follows: (i) you are validly existing, in good standing and free to enter into this Agreement; (ii) you will perform your obligations pursuant to this Agreement in accordance with the Applicable Law; (iii) each statement made on the Application or other information provided to us in support of this Agreement is true and correct; (iv) there has been no material adverse change in your financial information; (v) you do not do business under a trade name or style not previously disclosed to us; (vi) you have not changed the nature of your business, Card acceptance practices, delivery methods or return policies, or the types of your products or services requiring a different merchant category code under Card Organization Rules, in a way not previously disclosed to us; (vii) you will use the Services only for your own proper business purposes and will not resell, directly or indirectly, any part of the Services to any third party, (viii) you have not filed, nor has any third party filed against you, a bankruptcy petition not previously disclosed to us, (ix) you own and control the Deposit Account, (x) no third party security interest or lien of any type exists regarding the Deposit Account, Reserve Account, Delayed Settlement Account or any Transaction or the proceeds of any of them and (xi) you will not at any

time during the term of this Agreement grant or pledge any security interest or lien to any third party without our consent. With the submission of each Transaction Record and Credit Record you reaffirm all your representations and warranties to, and covenants with, us under this Agreement.

SECTION 26. INDEMNIFICATION; LIMITATION ON LIABILITY.

A. Indemnification by Us. We will indemnify you, and hold you harmless, from and against Losses finally awarded against you or incurred by you as a result of or in connection with the alleged infringement, misappropriation or other violation of patent, copyright or other intellectual property or proprietary right of third parties ("Third Party IP Claims") regarding Bank Software, provided that you promptly inform us in writing (in accordance with Section 31) of the existence and substance of any such Third Party IP Claims, make no admission of liability, do not reach a settlement with any third party, and leave the disposition and/or handling of any claim or case entirely to us or our agents. For that purpose, you will execute such documentation as necessary and will cooperate with us in any defense of any such Third Party IP Claims. Your failure or delay in notifying us of any such Third Party IP Claims will not relieve us from our obligations and liabilities under this Section 26.A, except to the extent that we are adversely affected by such failure or delay. We will have no obligation to indemnify or defend you for any Third Party IP Claims based on (i) use of an altered version of Bank Software, (ii) the combination, operation or use of Bank Software with other products, hardware, or programs, if such infringement would have been avoided without such combination, operation, or use, (iii) your misuse of Bank Software or breach of the License or (iv) a claim alleging infringement of a business process patent. Notwithstanding any provision of this Agreement to the contrary, this Section 26.A will survive termination of this Agreement only with respect to Third Party IP Claims regarding your use of Bank Software while the License was in effect.

B. Indemnification by You. You will indemnify us, and hold us harmless, from and against Losses we suffer or incur or to which we become subject, arising out of (a) your use of the Services or other matters related to this Agreement, (b) our compliance with the instructions of any Card Organization regarding you or your transactions, (c) misuse of any Mark of a Card Organization, (d) effecting transactions with the use of a lost, stolen, counterfeit, or misused Card, (e) failure to follow instructions of a Card Organization, (f) Third Party IP Claims regarding your products, services or processes or those of any third party engaged by you, (g) any breach of any warranty, covenant, duty, obligation or agreement or any misrepresentation under this Agreement or Applicable Law by you, directly or through the actions of or failures to act by any Merchant Provider or other third party you use regarding the Services or (h) your provision of goods and services to Cardholders or the conduct of your business, except to the extent any such Losses are due to our gross negligence or willful misconduct. In addition, you will reimburse us for all reasonable costs and expenses (including reasonable attorneys' fees and expenses) incurred by us to enforce and protect our rights under this Agreement in connection with (or in anticipation of) any Default.

C. Limitation on Liability. Notwithstanding any provisions of this Agreement to the contrary, our liability to you under this Agreement will be limited as set forth in this Section 26.C. Our liability to you for (i) any Card transaction will be limited to the amount of our processing fee payable by you for such Card transaction, and the amount of any failure of settlement of funds related thereto if we are obligated to settle it, due to our negligence or willful misconduct in the processing of such Card transaction, and (ii) for any loss or damage arising from or relating to our performance of the Services (outside the scope of the preceding clause (i)), regardless of the form of action, will be limited to direct damages attributable to our gross negligence or willful misconduct. IN NO EVENT WILL WE BE RESPONSIBLE FOR ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF;

PROVIDED, HOWEVER THAT THE FOREGOING SHALL NOT AFFECT OUR OBLIGATIONS TO YOU UNDER SECTION 26.A.

In no event will we have any liability in connection with and will not be responsible for (a) inability to connect to any Bank Systems via the Internet (or other external network) or inability to communicate with us via the Internet resulting from a problem with an Internet service provider or online service provider, Merchant Provider, Merchant Equipment or otherwise, (b) unknown hazards of the Internet (or other external network) use, including, but not limited to, interception of any Cardholder Data, Transaction Records, Credits Records, other information relating to you or your transactions or any application errors in or security breaches of any browser or your firewalls or Merchant Equipment, (c) any data that is lost or destroyed in connection with the use of Bank Software, Bank Systems or Merchant Equipment, or (d) your inability to use Bank Systems or Bank Software due to a mechanical or other failure of Merchant Equipment or your other hard drives, personal computers, software, servers, systems or hardware.

D. The remedies available to you under this Agreement will be your sole and exclusive remedies against us.

SECTION 27. FORCE MAJEURE.

Each party will be excused from performance under this Agreement, except for any payment obligations, for any period and to the extent that it is prevented from performing, in whole or in part, as a result of delays caused by the other party or any war, civil disturbance, terrorism, court order, labor dispute, action of a government unit or Card Organization, third party nonperformance, or failures, fluctuations, or nonavailability of electrical power, heat, light, air conditioning, telecommunications equipment or Merchant Equipment or other causes beyond its reasonable control. Such nonperformance will not be a Default, breach or a ground for termination as long as reasonable means are taken to expeditiously remedy the problem causing such nonperformance.

If providing any of the Services to you violates, or in our reasonable opinion is likely to violate, any Applicable Law or Card Organization Rules, or if we receive instructions from a government unit having authority over your or our business or a Card Organization instructing us to cease providing any or all of the Services or access to any Card Organization, or if you cease operations, then we may, upon oral notice to you, immediately cease providing the affected Services to you, which will not be considered a breach of this Agreement by us.

SECTION 28. DISCLAIMER OF WARRANTIES.

You acknowledge and agree that we provide or make accessible to you the Bank Licensed Products and Bank Systems on an "as is" and "as available" basis and you use them at your sole risk.

We make no warranties or representation whatsoever regarding any web site not under our control which a User may access from our web sites by link or other means. The provision of a link, frame or other means to access any web site not under our control is for the convenience of you and the Users and does not constitute our endorsement, recommendation or acceptance of any responsibility for the content of that site (or the operators of that site).

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO THE SERVICES, OUR PERFORMANCE OF THE SERVICES, BANK SYSTEMS OR BANK LICENSED PRODUCTS, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OF ANY KIND, WHICH, WITHOUT LIMITING THE FOREGOING, ARE DISCLAIMED BY US. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT, NO PROVISION OF MARKETING OR SALES MATERIALS AND NO

STATEMENT MADE BY ANY SALES REPRESENTATIVE IN CONNECTION WITH THE SERVICES UNDER THIS AGREEMENT WILL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

SECTION 29. DISPUTE RESOLUTION AND ARBITRATION.

A. Business Resolution. The following procedure will apply to all disputes arising under or relating to this Agreement, except for any instance where a party desires immediate resort to a civil court for injunctive relief to protect intellectual property or confidential information rights provided by this Agreement. Each party will notify the other party hereto in writing of any dispute, describing in detail the Agreement provision(s) at issue, the exact nature of the alleged breach and the dollar amount of the perceived injury, if any. The parties, through representatives authorized to negotiate and bind them with respect to the dispute, will meet telephonically or in person as soon as possible, but no later than five (5) Business Days after delivery of the written notification, to attempt in good faith to resolve the dispute or to agree upon a written corrective action plan.

B. Mediation: Arbitration. Any dispute arising out of or relating to this Agreement that is not resolved through the above resolution process will be referred to mediation, if both parties agree, or to arbitration, if the parties cannot so agree. Respecting mediation, the parties hereto agree to cooperate in good faith to select a mediator, a mediation venue and an expeditious date for the mediation hearing. At the mediation hearing, the parties agree to produce a senior member of their respective management teams, being at least the respective supervisors of the representatives involved in the initial dispute resolution process. It is agreed in advance that the parties and their witnesses need not be physically present at the mediation venue, but may at their option participate telephonically.

If the parties cannot agree to mediation or if the mediation hearing was unsuccessful, then the dispute will be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), or its successor, and judgment upon the arbitration award may be entered in any court of competent jurisdiction. Any such arbitration will be conducted in Charlotte, North Carolina or the city nearest thereto having an AAA regional office. Unless otherwise agreed, there will be a single arbitrator. The arbitrator may not make any ruling, finding or award that does not conform to the terms and conditions of this Agreement, and in no event may punitive damages be awarded by the arbitrator. Either party, before or during any arbitration, may apply to a court of competent jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the arbitration proceedings. Neither party nor the arbitrators may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties.

The parties agree that this Agreement involves interstate commerce and, notwithstanding any choice of law provisions in this Agreement, any arbitration hereunder will be governed by the Federal Arbitration Act (or any successor thereto).

C. Court Jurisdiction. To enforce the terms of this Section 29 or arbitration awards, if arbitration otherwise fails to resolve a dispute under this Agreement or if injunctive or other equitable relief is sought, you and we hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of North Carolina and the United States for the Western District of North Carolina, Charlotte Division, and agree that any legal action or proceeding with respect to this Agreement may be commenced in such courts.

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

SECTION 30. CHANGING THIS AGREEMENT.

We may amend this Agreement at any time by sending you notice or making it available to you as provided in Section 31 at least 15 days before the effective date of the amendment, except with respect to increased or new fees, which are governed by Section 10.D. With respect to amendments to Card Organization Rules or Applicable Law, this Agreement will be deemed amended as of the effective date of the related amendment to the same extent necessary to comport with those amendments and we will provide you with as much notice as is practicable under the circumstances. Each amendment becomes effective unless we receive your written notice of your termination of this Agreement no later than the effective date of that amendment. We may amend this Agreement on less than 15 days' prior written notice if we reasonably determine any Rules or Applicable Law require a shorter notice period. Your continued processing on and after the effective date of any amendment change constitutes your consent to that amendment.

SECTION 31. NOTICES.

A. Forms of Notice. Except as otherwise specifically provided, all notices and other communications required or permitted hereunder (other than those involving normal operational matters relating to the processing of Card transactions) will be in writing and sent by mail, courier, electronic mail or fax, if to you at your address appearing on the Application, the address to which your statements are delivered or other address you provide to us for receipt of notices, and if to us at Bank of America, 1231 Durrett Lane, Louisville, Kentucky 40213, Fax (502) 315-2271, Attention: Product Manager, with a copy to Contract Management, and will be deemed given (i) if sent by mail, when received, (ii) if sent by courier, when delivered, and (iii) if sent by e-mail or fax, upon successful transmission thereof.

B. Web Site Notices. In our discretion, we may, as an alternative or in addition, to notices by mail, courier or fax, post notices of changes to this Agreement or Applicable Law on an Internet web site and advise you by electronic mail, statement message or other reasonable communication that such notice has been posted and the address of, and how to access it on, that web site. If we provide a notice by posting on web site, you may also order a paper copy with postage paid by us.

C. Notice Review and Change of Address. You agree to read all notices affecting this Agreement that we send or make available to you. Changes to the address for notification may be made by you or us by notice given to the current address for notices in the manner required by this section.

D. Additional Terms for Notices to Us. Regardless of the form of notice given to us, we will have a reasonable time to act thereon. You are solely responsible for any oral or written instructions you give us.

SECTION 32. SYSTEM TESTING.

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

SECTION 33. SYSTEM ENHANCEMENTS.

If, after the effective date of this Agreement, you request us to perform or provide any system enhancements, custom reports, special files, terminal applications, related service enhancements or new services (collectively, "System Enhancements"), and we agree to do so, these System Enhancements will be made in accordance with terms and conditions, including pricing, agreed to by the parties in writing.

SECTION 34. ASSIGNMENT.

You may not assign or transfer this Agreement (or any portion of it, including, without limitation, the License), by operation of law or otherwise, and we are not required to continue this Agreement after your merger, conversion of entity (e.g., from a corporation to a limited liability company) or consolidation, majority stock or substantial asset sale, without our prior written consent, which will not be unreasonably conditioned, withheld, or delayed. You agree to provide us with at least 30 days' prior written notice of your intention to take any of those types of actions. Any purported assignment made or other action taken described in this Section 34 without our prior written consent is void. Except as provided in the following sentence, this Agreement will be binding upon successors and assigns and will inure to the benefit of the parties and their respective permitted successors and assigns. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, will have any right to continue or to assume or to assign this Agreement.

SECTION 35. GOVERNING LAW; WAIVER.

A. This Agreement will be governed by the laws respecting national banks and, to the extent not so covered, by the laws of the State of North Carolina without regard to conflicts of law provisions, except that Section 29.B will be governed by the Federal Arbitration Act. If any part of this Agreement is not enforceable, the remaining provisions still remain valid and enforceable. In performing its obligations under this Agreement, each party agrees to comply with Applicable Law and Rules.

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

SECTION 36. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter, supersedes any previous agreements and understandings and, except as provided in other Sections of this Agreement (or in any Supplements), can be changed only by a written agreement signed by all parties. Except as specifically provided herein, this Agreement will not benefit, or create any right or cause of action on behalf of, any person other than the parties. Throughout this Agreement, where appropriate, singular terms include the plural and the plural includes the singular. Headings are for convenience and reference only and not part of this Agreement.

SECTION 37. PURCHASED EQUIPMENT.

A. Delivery and Payment. This Section 37.A will become effective with respect to any Purchased Equipment as of the first date you are deemed to have accepted such Purchased Equipment. We will deliver Purchased Equipment to the site or sites designated in the Application (or as you otherwise instruct us in writing). You will be deemed to have accepted Purchased Equipment upon delivery thereof. You agree (i) to pay us for Purchased Equipment at the time of purchase in the amount(s), manner and time frame described in the Application, and if not stated therein, in full upon purchase, (ii) to make the site or sites of

Purchased Equipment available to us by the shipping date thereof, (iii) not to move Purchased Equipment from the physical address set forth in the Application for any reason or use whatsoever without our prior written consent, and (iv) that any loss, destruction, theft of or damage to the Purchased Equipment that occurs after its delivery will not relieve you from your obligation to pay us the full purchase price payable hereunder. You represent and warrant that you have chosen the Purchased Equipment based on your own analysis and evaluation and expressly disclaim any reliance upon statements or representations made by us or others.

We do not provide wireless communication services. If you are purchasing wireless Purchased Equipment, we will not select the wireless communications carrier for you, we exercise no control over the wireless service carriers, we do not represent that coverage will be available in your area and we will not be responsible for checking coverage or if coverage is lost in your area. If your wireless carrier ceases to provide coverage, your Purchased Equipment might not work with another carrier. You, and not we, are responsible for determining that the wireless Purchased Equipment you select will work with the wireless communications carrier you select and with the services we provide.

B. Right to Recover Purchased Equipment for Non-Payment. In addition to our rights and your obligations set forth elsewhere in this Agreement, upon the occurrence of any Default or your failure to make any payment when due regarding Purchased Equipment for which are paying in installments or otherwise have not paid in full, (a) you will, within five (5) Business Days of our demand, pay us the balance due; if you fail to do so, then you will forfeit all monies paid with respect to that Purchased Equipment and surrender peacefully and deliver up promptly that Purchased Equipment to us, and (b) we may, at our option, require the immediate payment of all remaining amounts due under this Section 37.B and be entitled to reimbursement for any costs of repossession and/or any amount necessary to restore the Purchased Equipment to the same condition in which it was delivered to you, ordinary wear and tear excepted; in either case, you will also be responsible for court costs and reasonable attorney's fees incurred by or on behalf of us, as well as applicable shipping, repair and refurbishing costs.

C. Supplies. Separate charges may apply for supplies for Purchased Equipment which may be sold separately.

D. Prohibition on Liens: Protection of Purchased Equipment. Until we have received full payment of the purchase price of, and all Taxes imposed on, Purchased Equipment (i) you will not directly or indirectly create or permit to exist, and will promptly and at your own expense discharge, any lien, charge or encumbrance on such Purchased Equipment; (ii) you will not alter the Purchased Equipment in any manner whatsoever; (iii) you will maintain the Purchased Equipment at your expense in the same condition in which it was delivered to you, ordinary wear and tear excepted; and (iv) in the event of any loss, theft, damage or destruction of the Purchased Equipment from any cause whatsoever, you will notify us immediately of such condition and we, in our sole discretion, will determine the extent of loss and the cost of repair and/or replacement, and you will bear the entire risk and promptly pay the cost of such repair and/or replacement.

E. Security Interest: Financing Statements. You hereby grant to us a purchase money security interest in each piece of Purchased Equipment for which you are paying in installments or otherwise have not paid in full to remain in effect until paid in full. We will have all rights and remedies of a secured creditor under the Uniform Commercial Code (or similar code) as adopted and then in effect in the State of North Carolina ("UCC"). You hereby authorize us, at your expense, to cause this Agreement, the Application or any statement or other instrument in respect to this Agreement showing our interest in the Purchased Equipment, including UCC Financing Statements, to be filed or recorded and refilled and rerecorded and grant us the right to execute your name thereto, and you agree to pay or reimburse us for all related filing, recording or stamp fees or taxes. The security interests granted under this Agreement will survive the termination of

this Agreement until all your obligations are irrevocably paid and performed in full.

F. Purchased Equipment Manufacturer Warranties: Disclaimer of Liability and Warranties. We will take appropriate steps, to the extent permitted, to assign to you any and all warranties provided by the manufacturer of the Purchased Equipment. The exact term, conditions and coverage of each warranty will vary for each component of such Purchased Equipment in accordance with written materials provided to you upon delivery thereof. **WE WILL HAVE NO LIABILITY FOR ANY DAMAGES OF ANY KIND WHATSOEVER WITH RESPECT TO THE PURCHASED EQUIPMENT OR YOUR USE, MAINTENANCE OR REPAIR THEREOF.**

WE MAKE NO REPRESENTATIONS OR WARRANTIES, EITHER STATUTORY, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO PURCHASED EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OF ANY KIND, WHICH, WITHOUT LIMITING THE FOREGOING, ARE DISCLAIMED BY US. NO DESCRIPTIONS OR SPECIFICATIONS, WHETHER OR NOT INCORPORATED INTO THIS AGREEMENT, NO PROVISION OF MARKETING OR SALES MATERIALS AND NO STATEMENT MADE BY ANY SALES REPRESENTATIVE IN CONNECTION WITH THE PURCHASED EQUIPMENT WILL CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND.

SECTION 38. ADDITIONAL TERMS FOR INTERNET-BASED SERVICES.

A. Internet-Based Services Generally. We will provide certain Services accessible or provided to you via the Internet, including, but not limited to, reporting, electronic commerce, and Chargeback research, as further described below or in Supplements and in the Rules, that you elect and we approve ("**Internet-Based Services**").

We will provide you with Devices for access by Users. You are responsible for maintaining the confidentiality of all Devices provided to Users. You acknowledge that for certain Internet-Based Services, Users established and registered under your customer level identifier for those Internet-Based Services will be required to agree to the terms of the then-current user agreement for that Internet-Based Service ("**User Agreement**") as each User first accesses it.

We may suspend or terminate any User's access to an Internet-Based Service at any time and without prior notice. You will be responsible for each User's compliance with the terms of the User Agreement (including any Users acting through your agents) and therefore agree to be bound by the terms thereof, in addition to this Agreement.

We strive to make the Internet-Based Services available twenty-four hours a day and seven days a week, except for scheduled maintenance on the days and during the times posted on the related web sites; nonetheless, we reserve the right, in our sole discretion, to modify, or suspend or cease providing access to, the Internet-Based Services (or any portions or features thereof) without notice to you.

The terms and provisions of this Agreement will apply to all Internet-Based Services, including, but not limited to the limits on liability, indemnities and License; provided, however, that if the terms and provisions of this Section 38 or any Supplement for an Internet-Based Service directly conflict with the terms and provisions of the rest of this Agreement, then those of Section 38 or that Supplement will control only to the extent of that conflict.

B. Information Reporting. Our information reporting Internet-Based Services allow you to receive reports regarding your merchant account and Locations via the Internet, as further described in the Rules and on the web sites we provide to you for access to these Internet Based Services. If you do not have, or we do not approve you for, web access, you may receive these reports via one of our different delivery methods of e-mail, flat files, facsimile and paper, as agreed upon

between you and us. If you agree to receive the reports via e-mail, we will provide the reports in an encrypted format and Devices to decrypt the reports. You will be required to provide us with the appropriate e-mail address. You will also be obligated to de-encrypt the e-mail. If you utilize flat files, you will receive Devices to enable you to receive and decrypt data. For all delivery methods, you agree to timely update us of: (a) any changes in contact, User or other information necessary to deliver the reports to you and (b) any disclosure, loss or improper use of any Devices, if applicable. You represent that the delivery method utilized by you was selected by you and us based on both parties' analysis and evaluation. You assume all liability for the functionality and compatibility of the delivery method as it relates to you.

C. Merchant Explorer®. As we receive retrievals requests, Chargebacks or reversals affecting you (each, an "**Exception**"), we will establish a case for each Exception within the Bank Systems ("**Exception Case**"). We will make available to you the Merchant Explorer Internet-based electronic interface to the Bank Systems ("**Merchant Explorer**") to allow you to view, update and respond to Exception Cases. Merchant Explorer supports up to 20 Users (including your Administrator User ID) under your customer level identifier. You may request a paper copy of any Exception Case, which we will provide to you at our then current rates. Merchant Explorer also allows you to attach documentation to an Exception Case (via upload or fax), generate and receive reports regarding Exceptions activity and trends ("**Reports**") and to request email alerts regarding Exceptions and Reports, all as further described in the materials for Merchant Explorer, including the Merchant Explorer User Guide and Merchant Explorer Quick Reference Guide and other documentation (collectively, the "**Merchant Explorer Materials**") and this Section 38.C. The Merchant Explorer Materials are made a part of this Section 38.C by this reference to them; provided, however, that the terms of this Agreement will control in the event of a direct conflict with the terms of any of the Merchant Explorer Materials.

Users may request, via the System, to receive electronic alerts regarding Exceptions (meeting certain criteria) and Reports ("**Alerts**") via email as further described in the Merchant Explorer Materials. Alerts will be sent to the email addresses entered into Merchant Explorer. You and related Users are responsible for updating Merchant Explorer for any changes to any such email addresses. You acknowledge and agree that Alerts are provided as a convenience and therefore you may not rely on the receipt or expected receipt of an Alert, or the contents (or lack thereof) of any Alert, to relieve you of any of your obligations or duties under this Agreement regarding Exceptions. We will endeavor to provide Alerts in a timely manner with accurate information; however, we will have no liability or responsibility for (i) failed, delayed or misdirected delivery of any Alert, (ii) the accuracy of the contents of any Alert, (iii) for any actions taken or not taken by you or any third party in reliance on an Alert or (iv) any Alert that is intercepted or received by an unauthorized person.

SECTION 39. ADDITIONAL TERMS FOR ELECTRONIC COMMERCE CARD TRANSACTIONS.

You acknowledge and agree that this Section 39 pertains only to ECTs that arise from Transactions effected in U. S. dollars. All your ECTs must be in U.S. dollars and will be settled in U.S. dollars. Under the Rules, ECTs are considered non face-to-face Card Transactions. In addition, you must properly identify each ECT in the Transaction Record.

You agree to develop and maintain a point of presence on the Internet at your expense. You must post your consumer data privacy policy and method of transaction security on your web site(s) in accordance with the Rules and Applicable Law. You will, in accordance with the Rules and Applicable Law, (i) install and maintain a working firewall to protect data accessible via the Internet; (ii) keep security patches up to date; (iii) encrypt stored data; (iv) encrypt data sent across networks; (v) use and regularly update anti-virus software; (vi) restrict access to data on a "need to know" basis; (vii) assign a unique ID to each person with computer access to data; (viii) not use vendor-supplied defaults

for system passwords and other security parameters; (ix) track access to data by unique ID; (x) regularly test security systems and processes; (xi) maintain a policy that addresses information security for employees and contractors; and (xii) restrict physical access to Cardholder Data.

Your Internet web site must contain (a) a complete description of the goods or services offered, (b) your returned merchandise and refund policy, (c) your customer service contact information, including e-mail address and/or telephone number, (d) transaction currency, (e) export or legal restrictions (if known), (f) your delivery policy and (g) your country of domicile immediately prior to the Cardholder's accessing of payment instructions. In addition, you must disclose, at all points of Cardholder interaction (including any of your supplier or subcontractor Internet web sites and any of your promotional materials and invoices), to the Cardholder that you, and not any of any your suppliers of goods or subcontractors for services, are the merchant of record and responsible for any Card transaction. You must also notify the Cardholder that you are responsible for (i) payment transactions, (ii) products and services, (iii) direct customer service, (iv) dispute resolution, and (v) all terms and conditions of the Transaction. You must display on your Internet web site(s) the Card Organization Marks, wherever you display payment options, in accordance with Sections 6.D and 6.E.

You will be responsible for all costs of connectivity and communication between you, the Internet and us. You agree to utilize SSL (Secure Sockets Layer) or a secure compatible encryption method acceptable to us in providing your ECTs to us for authorization, processing and settlement.

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

SECTION 40. ADDITIONAL TERMS FOR ELECTRONIC BENEFITS TRANSACTIONS.

A. **EBTs General.** If elected by you on the Application, and approved by us, we will provide to you certain Services for the authorization, processing and settlement of Card Transactions submitted to the EBT Networks in connection with the United States Department of Agriculture, Food and Nutrition Services ("FNS") food stamp benefits ("FS Benefits"), Temporary Assistance to Needed Families ("TANF") benefits, other government delivered cash assistance benefits ("Cash Benefits") to individual recipients of EBT Benefits ("each, a Recipient") using an EBT security card ("EBT Card") issued by a state participating in the EBT Benefits ("State"), and Recipients of other states not within an EBT program area ("Other Recipients"); these Transactions are referred to in this Section 40 as "EBT Transactions" and FS Benefits and Cash Benefits are collectively referred to in this Section 40 as "EBT Benefits". You agree to accept EBT Cards and EBT Benefits at each of your Locations from Recipients as provided in this Agreement and Applicable Law. If any terms and provisions of this Agreement directly conflict with the terms and provisions of this Section 40, then the terms and provisions of this Section 40 will control only to the extent of that conflict.

You agree to secure and maintain at your own expense all necessary licenses, permits, franchises, or other authorities required to lawfully effect the providing or issuance and distribution of EBT Benefits under this Agreement, including without limitation, any applicable franchise tax certificate and non-governmental contractor's certificate, and covenant with us that you will not accept, honor or issue EBT Benefits at any time during which you are not in compliance with the requirements of Applicable Law and the Rules.

B. **EBT Acceptance Requirements and Restrictions.** You will provide each Recipient a receipt for each EBT Transaction undertaken by you. You will be solely responsible for your issuance of EBT Benefits other

than in accordance with the Rules and Applicable Law. You will provide us, upon execution of this Agreement, with a complete list of all of your Locations where you desire to accept EBT Cards as further described in Section 8.A. You will honor any valid EBT Card properly tendered for use when it is presented with a valid PIN. You will not engage in acceptance practices or procedures that discourage the use of any valid EBT Card. You will not complete any EBT Transaction for which you have not received an Authorization. You will ensure that if a Recipient enters a valid PIN, you will not require another form of identification from that Recipient unless you have grounds to suspect fraud.

You will provide or issue (or both) EBT Benefits to Recipients and Other Recipients in accordance with the Rules and Applicable Law in the amount authorized through Merchant Equipment, upon presentation by Recipient or Other Recipient of an EBT Card and entry of a valid PIN for that person. You agree that in the event of failure of the Merchant Equipment to print EBT Benefit issuance information, as approved and validated as a legitimate EBT Benefit, you will remain responsible for compliance with the Rules applicable to the Authorization of EBT Benefits.

(i) **Cash Benefits.** If you agree to accept Cash Benefits EBT Transactions, then you agree to maintain adequate cash on hand to provide Cash Benefits to Recipients in the same manner and to the same extent cash is provided to your other customers. You will not require, and will not in any advertising suggest, that any Recipient must purchase goods or services at your facilities as a condition to the issuance or provision of Cash Benefits to such Recipient, unless such condition applies to other customers as well. You will not designate special checkout lanes restricted to use by Recipients, provided that if you designate special checkout lanes for Cards or specific payment methods other than cash, Recipients may be directed to such lanes so long as other customers are directed there as well.

(ii) **FS Benefits.** If you support the issuance or provision of FS Benefits through manual benefit issuance procedures during the period of time when normal benefit issuance is not possible, then the following limitations will apply to manual issuance or provision of FS Benefits by you:

- (a) you must receive an Authorization number for the amount of the purchase via telephone at the time of sale;
- (b) specified Recipient, clerk and sales information, including the telephone Authorization number, must be entered properly and legibly on the manual Transaction Record;
- (c) the manual Transaction Record must be submitted to the applicable EBT Network for processing within ten (10) calendar days following the date of Authorization or any such earlier period of time specified in the Rules;
- (d) except as otherwise specifically provided by the Rules, you will not be reimbursed and will be solely responsible for any EBT Transaction for which you fail to obtain an Authorization number at the time of sale or otherwise fail to process that EBT Transaction in accordance with the Rules; and
- (e) except as otherwise specifically provided by the Rules, you may not "resubmit" a manual Transaction Record for payment if insufficient funds exist at the time that it is presented for processing and payment.

If you provide or issue FS Benefits under this Agreement, you represent and warrant to us that you are a FNS authorized retailer and you are not currently disqualified or withdrawn from redeeming food stamps or otherwise disqualified or withdrawn by FNS.

C. **Compliance.** You agree to comply with Applicable Law and the Rules governing the acceptance of EBT Benefits by you under this Agreement, including without limitation, laws pertaining to delivery of goods and services to Benefit Recipients and Benefit Recipient confidentiality, and the federal Civil Rights Act of 1964, Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Clean Air Act, Clean Water Act, Energy Policy and Conservation Act, Immigration Reform and Control Act of 1986, and regulations issued by the Department of Agriculture pertaining to Food Stamp Program

regulation. You agree to comply with all additional procedures specified by the State or EBT Networks, regarding lost EBT Cards, forgotten PINs, discrepancies in EBT Benefits authorized and similar matters.

You will not accept any EBT Card for any purpose other than to provide or issue EBT Benefits, including without limitation as security for repayment of any Recipient obligation to you. In the event of any violation of this provision, you will be obligated to reimburse the State for any EBT Benefits unlawfully received by either Recipient or you.

You agree to maintain and preserve all EBT Transaction Records, financial records or documentation arising under this Section 40 during the course of this Agreement and for a period of three (3) years following EBT Benefit provision or issuance, or for such additional period as Applicable Law or the Rules may require. Records involving matters in litigation will be kept for a period of not less than five (5) years following the termination of the litigation. You agree to separately maintain EBT Transaction Records and other related documentation as may be reasonably requested or required by the State or its designated agent and to promptly make such records available for audit upon request by representatives of the State or its designated agents during normal business hours. To assure compliance with this Agreement, any authorized representatives of the State will at all times have the right to enter, during normal business hours, your premises to inspect or evaluate any work performed under this Agreement, or to obtain any other information required to be provided by you or otherwise related to this Agreement.

D. Termination of Authority to Accept EBT Benefits. Your authority to issue EBT Benefits may be suspended or terminated by the State or its agents, in their sole discretion, effective upon delivery of a notice or suspension or termination specifying the reasons for such suspension or termination, in addition to our other rights of termination, we may terminate EBT Services upon notice to you, in the event of (i) any suspension, injunction, cessation, or termination of our ability to provide EBT processing services, or (ii) failure by you, upon not less than thirty (30) days prior written notice, to cure any breach by you of the provisions of this Agreement, including without limitation, your failure to support the issuance of EBT Benefits during your normal business hours consistent with your normal business practices, your failure to comply with EBT Benefit issuance procedures, your impermissible acceptance of an EBT card, or your disqualification or withdrawal of the FS program.

E. Fees for EBT Transactions. We will charge you a fee for each EBT Card transaction as set forth on the Fee Schedule regardless of whether said transaction is approved, declined or determined invalid. You acknowledge that these fees are based upon certain EBT Network, State, gateway and access fees currently in effect and upon certain sponsorship arrangements made by us with an EBT Network for your sponsorship needed to participate in the State's EBT Benefits program and for certain other states not within that EBT Benefit program area, all of which constitute Third Party Based Fees for purposes of Section 10. In addition to our rights to change existing or add new fees to the Fee Schedule as set forth in Section 10.D, you agree that if the State or its designated agents charge or assess an increased or new fee or charge in connection with EBT Transactions then we will have the right to increase the existing fees or add new fees that we charge you for EBTs, and you will be bound by those increases and additions, subject to your right to terminate this Agreement, all as further described in Section 10.D. You agree to pay for all gateway and access fees, EBT Network fees, setup, adjustment or chargeback fees which may be imposed by us, an EBT Network or the State, in accordance with the terms and provisions of Section 10.

F. Multiple States. If you accept EBT Benefits under the programs of more than one State, then the terms and provisions of this Section 40 and the Applicable Law of each State will apply separately with respect to the EBT Benefits administered by that State and the related EBT Card, and EBT Transactions and confidentiality of Cardholder Data, in addition to any applicable Card Organization Rules or other Applicable Law.

SECTION 41. CONTINUING GUARANTY.

A. Definitions. In this Continuing Guaranty ("**Guaranty**"):

"Agreement" means collectively, the Merchant Agreement and any other merchant-related agreements between Bank and Merchant, as such agreements are now in effect and as amended, renewed or supplemented from time to time, a copy of which has been provided to Guarantor.

"Bank" means Bank of America, N.A.

"Guarantor" is each person or business who signed on the Guarantor signature line(s) of the Merchant Services Application or electronically submitted consent to these terms.

"Merchant" is the person or business organization named on the Merchant Services Application or who is named in your electronically submitted consent to these terms.

"Obligations" are the Obligations of Merchant under the Agreement.

Capitalized terms not otherwise defined in this Guaranty have the meanings ascribed in the Agreement.

B. Guaranty. Merchant has applied for the Services as defined and described in the Agreement. To induce Bank to make Services available to Merchant, the Guarantor hereby unconditionally guarantees payment of, and will pay to the order of Bank on demand, the Obligations of Merchant described below.

1. The Obligations include all obligations Merchant incurs under the Agreement: (a) at any time, past, present or future, (b) voluntarily or involuntarily, (c) directly or indirectly, and (d) individually or together with others.

2. The Obligations include amounts: (i) due or not yet due, (ii) absolute or contingent, (iii) for a determined or undetermined amount, and (iv) for amounts due from Merchant.

3. The Guarantor expressly acknowledges and agrees that Guarantor has received adequate consideration for the execution, delivery and performance of this Guaranty.

4. The Guarantor understands that the maximum amount of the Obligations is related to the Services provided under the Agreement, and may be for an unlimited amount, unless a maximum amount is provided in a separate written agreement between Guarantor and Bank. Guarantor also understands that Bank may from time to time modify the amount or type of Services provided to Merchant, which may increase the Guarantor's obligations under this Guaranty.

5. This Guaranty is unconditional. Bank may require the Guarantor to pay even if Bank does not: (a) proceed against Merchant, any other Guarantor, or any other party, (b) perfect any security interest, (c) proceed against any security, or (d) pursue any other remedy.

6. Bank may release or add Guarantors without releasing any other Guarantor. Bank may require the Guarantor to pay even if a statute of limitations or disability bars recovery from Merchant, or the Obligations are or become otherwise unenforceable. The Guarantor waives the benefit of any statute of limitations that would apply to the Guaranty.

7. The Guarantor's obligations are independent of Merchant's Obligations, and Bank may sue the Guarantor without suing Merchant.

C. Limits of the Guaranty. At any one time, the Guaranty is limited to the Obligations of the Merchant under the Agreement, which may be for amounts without a limit. Bank, however, may permit Merchant to incur Obligations to Bank exceeding the limits of this Guaranty and may apply amounts received from sources other than the Guarantor to the unguaranteed portion of Merchant's Obligations to Bank. This Guaranty is in addition to any other guaranty given by the Guarantor.

D. Bank's Rights.

1. Bank may from time to time, without notice to or demand on the Guarantor: (a) change the interest rate on or renew any other debt of Merchant to Bank, (b) accelerate, compromise or change the

repayment period of the Obligations or any other debt of Merchant to Bank, or otherwise change the terms of the Agreement, (c) receive, substitute or release collateral for the Obligations or for any other debt of Merchant to Bank, (d) sell, otherwise dispose of or apply collateral in any order, or (e) assign or sell all or a part of the Obligations and this Guaranty.

2. Bank may, at its option, request periodic financial statements from the Guarantor. The Guarantor will supply these statements promptly upon Bank's request. Bank may assign this Guaranty, in whole or in part, without notice, and Bank and any assignee or purchaser, or any prospective assignee or purchaser of the Obligations, may exchange financial information about the Guarantor with one another in connection with any assignment or purchase transaction. If Merchant is other than a natural person, Bank is not required to investigate the powers of anyone acting on Merchant's behalf.

E. Protecting Bank's Interest.

1. Any amounts Merchant owes the Guarantor now or in the future are subordinated to Merchant's Obligations to Bank. If Bank so requires, the Guarantor, as a trustee for Bank, will collect amounts Merchant owes the Guarantor and pay them to Bank in reduction of the Obligations to Bank, without affecting or reducing this Guaranty.

2. Until the Obligations of Merchant and any other obligations of Merchant to Bank have been paid in full and the Agreement has been terminated, the Guarantor does not have any: (a) right of subrogation, reimbursement, indemnification or contribution arising from the existence or performance of this Guaranty (including, but not limited to, any rights arising from contract, statute or otherwise), (b) right to enforce a remedy that Bank now has or may later have against Merchant, or (c) right to participate in security now or later held by Bank.

3. The Guarantor does not have any right to any defense based on a claim that the responsibilities of Guarantor under this Guaranty are more burdensome than or exceed the Obligations.

4. The Guarantor is solely responsible for obtaining any financial or other information from Merchant the Guarantor may require. Bank is not required to give the Guarantor any information about Merchant's business operations or financial condition, or any notices or demands to Merchant of any kind, including notices of new or additional Obligations or any other debts that may be incurred by Merchant, notices of default or notice of Bank's acceptance of this Guaranty.

F. Security Interest and Right of Set-Off.

1. To secure all the debts covered by this Guaranty, the Guarantor assigns and grants to Bank a security interest in all of the following property of Guarantor held at Bank and all of its affiliates: (a) money, (b) securities, (c) deposit accounts and their proceeds, and (d) any other property (collectively, "Guarantor Bank Assets").

2. If Merchant fails to fulfill any obligation under the Agreement or if any of the Guarantor's obligations to Bank are not fulfilled, Bank may immediately use any Guarantor Bank Assets to reduce the Obligations.

3. Bank also may foreclose on any other collateral as provided in the Uniform Commercial Code and in any security agreements between Bank and Guarantor.

G. Guarantors in Community Property States. In the event Guarantor lives in a community property state and Guarantor is married, Guarantor agrees that he or she is acting on behalf of his or her marital community and that this Guaranty benefits or is expected to benefit the community, and that recourse may be had against the community property and the Guarantor's separate property.

H. Arbitration. Any dispute arising out of or relating to this Agreement that is not resolved by the parties through meetings or party representatives will be referred to mediation, if both parties agree, or to

arbitration, if the parties cannot so agree. Respecting mediation, the parties hereto agree to cooperate in good faith to select a mediator, a mediation venue and an expeditious date for the mediation hearing. At the mediation hearing, the parties agree to produce a senior member of their management team. It is agreed in advance that the parties and their witnesses need not be physically present at the mediation venue, but may at their option participate telephonically.

If the parties cannot agree to mediation or if the mediation hearing was unsuccessful, then the dispute will be resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), or its successor, and judgment upon the arbitration award may be entered in any court of competent jurisdiction. Any such arbitration will be conducted in Charlotte, North Carolina, or the city nearest thereto having an AAA regional office. Unless otherwise agreed, there will be a single arbitrator. The arbitrator may not make any ruling, finding or award that does not conform to the terms and conditions of this Agreement, and in no event may punitive damages be awarded by the arbitrator. Either party, before or during any arbitration, may apply to a court of competent jurisdiction for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of the arbitration proceedings. Neither party nor the arbitrators may disclose the existence or results of any arbitration hereunder without the prior written consent of both parties.

The parties agree that this Agreement involves interstate commerce and, notwithstanding any choice of law provisions in this Agreement, any arbitration hereunder will be governed by the Federal Arbitration Act (or any successor thereto).

I. Waiver of Jury Trial. This Section 41.I is applicable only for Guarantors residing or domiciled in the following states: Arizona, Arkansas, Connecticut, District of Columbia, Florida, Idaho, Iowa, Kansas, Maine, Massachusetts, Michigan, Missouri, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Oklahoma, Oregon, Rhode Island, South Carolina, Tennessee, Texas, Virginia and Washington.

By agreeing to binding arbitration, Guarantor and Bank irrevocably and voluntarily waive any right they may have to a trial by jury in respect of any dispute. Furthermore, without intending in any way to limit this agreement to arbitrate, to the extent any dispute is not arbitrated, the parties irrevocably and voluntarily waive any right they may have to a trial by jury in respect of such dispute. **WHETHER THE DISPUTE IS DECIDED BY ARBITRATION OR BY TRIAL BY A JUDGE, THE PARTIES AGREE AND UNDERSTAND THAT THEY ARE GIVING UP THE RIGHT TO TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW.**

J. Expenses. Guarantor will pay all reasonable attorney fees, including allocated costs of Bank's in-house counsel, court costs and all other expenses Bank incurs in enforcing this Guaranty. The expenses covered by this provision include attorney fees and costs of any arbitration proceedings related to this Guaranty.

K. Revoking this Guaranty. The Guarantor may revoke this Guaranty as to future transactions or activities at any time by written notice to Bank, effective two (2) Business Days after Bank receives the written notice revoking the Guaranty. The Guarantor is obligated for all Obligations relating to services extended by Bank to Merchant before the revocation becomes effective. Any revocation will not affect the Guarantor's obligation for any transactions or activities that preceded the effective time of the revocation, and the Guarantor will remain obligated on all Obligations related to these transactions and activities, even if those Obligations arise or occur before or after such revocation. If this Guaranty is revoked and Bank later must refund or rescind a payment, or transfer an interest in property back to Merchant, relating to Obligations before the revocation, this Guaranty will be reinstated only with respect to that payment or interest.

L. Choice of Law/Venue Enforcing this Guaranty. This Guaranty will be governed by the laws respecting national banks and to the extent not

so covered, by the laws of the State of North Carolina without regard to conflicts of law provisions except that Section 41.H. will be governed by the Federal Arbitration Act. If any part of this Guaranty is not enforceable, the remaining provisions still remain valid and enforceable. In performing its obligations under this Guaranty, each party agrees to comply with all laws and regulations applicable to it. Guarantor hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of North Carolina and the United States for the

Western District of North Carolina, Charlotte Division, and agrees that any legal action or proceeding with respect to this Guaranty may be commenced in such courts. Bank may delay or waive exercising or enforcing any of its rights, including its rights of set-off and lien, without losing them. These rights continue until Bank waives them in writing.

MERCHANT PROCESSING SERVICE AGREEMENT

This Merchant Processing Service Agreement "Agreement" between **McKesson Pharmacy Systems LLC** ("**McKesson**"), a Delaware limited liability company with offices located at 30881 Schoolcraft Road, Livonia, MI 48150 and Livingston-Fayette Urban County Government located at 200 E. Main St. (**"Retailer"**) is effective as of the date on which the application form is signed by Retailer. Retailer's signature on the application form shall constitute Retailer's agreement to and acceptance of the terms of this Agreement.

TERMS

1. Services. By arrangement with a third-party processing service, McKesson will electronically authorize and process Retailer's credit card sales transactions and will provide such additional services as McKesson may elect to offer from time to time (the "McKesson Merchant Processing Program" or "MP Program"). Retailer agrees to use the MP Program for all electronic authorizations and processing of Retailer's credit card sales, and such other optional services as McKesson may add to the MP Program from time to time, in accordance with the procedures and fee schedules provided to Retailer by McKesson, which may be amended from time to time by McKesson. Retailer agrees to pay all federal, state and local sales, use, property and excise taxes that may be assessed in connection with Retailer's participation in the MP Program. Retailer agrees to conform to the hardware and software specifications of McKesson's third-party processing service, and to cooperate with McKesson in performing any modifications that may be necessary to achieve the required conformity. Retailer will be provided with standard software applications, and agrees that any custom development work requested by Retailer will be charged to Retailer at the customary rates charged by the third-party processing service. Retailer acknowledges that all rights in and title to such software shall remain at all times in the third-party processing service or McKesson, and that Retailer shall have only a non-exclusive license to use such software during the term of this Agreement. Retailer should make no copies of software provided pursuant to this Agreement without the prior written consent of McKesson. Retailer further agrees that McKesson may use in any manner whatsoever any statistical data derived from Retailer's participation in the MP Program. Retailer agrees to pay those fees in the amounts and within the timeframes set forth on Exhibit 1, which Exhibit 1 is attached hereto and incorporated herein by this reference.

2. Merchant Agreements. Retailer agrees to execute a merchant agreement for each type of credit card Retailer will accept from Retailer's customers, in the form provided by the participating settlement agent for each type of credit card in the MP Program. Retailer agrees to execute such other agreements with third parties as may be required in connection with such additional services as may be offered as part of the MP Program from time to time. Retailer acknowledges that McKesson has agreed to indemnify the participation settlement agents if they should suffer any losses as a result of any breach by Retailer of the merchant agreements, and may similarly indemnify other third parties in connection with additional services to be offered as part of the MP Program; and Retailer further acknowledges that this indemnification provides a benefit to Retailer. In consideration of that benefit, Retailer hereby represents and warrants to McKesson that Retailer will abide by all of the terms and conditions contained in any such merchant agreement or other agreement with a third party executed by Retailer in connection with the MP Program, including any operating rules incorporated therein; and that Retailer will, immediately upon demand, reimburse McKesson for any amount that McKesson is required to pay as a result of this indemnification due to Retailer's actions or omissions, and any reasonable attorney's fees, court costs or other costs incurred by McKesson in the collection of any reimbursement that is owed to McKesson pursuant to this paragraph 2. Retailer's obligations to McKesson pursuant to this paragraph 2 shall survive termination of this Agreement.

3. Additional Services. In addition to providing services and equipment in connection with the electronic authorization and processing of credit card transactions, McKesson may from time to time offer additional optional services or equipment as part of the MP Program, including services in connection with debit card sales transactions and check verification, guarantee and collection services. McKesson will provide Retailer with the appropriate procedures, fee schedules, and any required third-party agreements for such additional optional services when such services become available, and the provisions of this Agreement will apply to such additional services.

4. Paper Processing. Retailer acknowledges that any form of non-electronic authorization or processing of credit card sales or other transactions is beyond the scope of this agreement; and that Retailer must deal directly with the appropriate settlement agent for each type of credit card for any non-electronic authorization or processing of credit card transactions in which Retailer chooses to engage.

5. Equipment. McKesson will sell or lease to Retailer equipment to be used in the electronic authorization and processing of Retailer's credit card sales transactions, and such other services as may be offered as part of the MP Program; and Retailer will pay to McKesson the equipment fees specified in McKesson's fee schedule, which may be amended from time to time. If the leased equipment requires repair or maintenance, Retailer will so notify McKesson and McKesson will provide Retailer with replacement equipment. For Retailer's who choose to pay flat fees for equipment maintenance and support as specified in McKesson's fee schedule, there will be no additional charge to Retailer for the repair, maintenance or replacement of the leased equipment, except that Retailer must reimburse McKesson on demand for the cost to McKesson of purchasing replacements for any leased equipment that is lost, stolen, or damaged beyond reasonable repair while in the possession of Retailer, and any reasonable attorney's fees, court costs, or other costs incurred by McKesson in the collection of any amount that is owed to McKesson pursuant to this paragraph 5. Retailer shall be responsible for providing dial-up business telephone lines and any necessary extension jacks, and for arranging access to Retailer's premises for equipment installation. Title to the leased equipment shall remain at all times in McKesson; and in the event this Agreement expires or is terminated for any reason, Retailer will promptly return the leased equipment to McKesson. Retailer agrees not to use the leased equipment for any purpose other than in connection with McKesson's MP Program. If the equipment must be relocated at any time during the term of this Agreement, Retailer must provide at least forty-five (45) days' prior written notice to McKesson and pay a relocation fee. For purposes of this Agreement, relocation shall mean the physical movement of the equipment in a manner that requires re-installation, or the substitution of a different type of equipment that would require modification of the database by the third-party processing service. Retailer shall not be required to pay a relocation fee if physical movement or substitution of equipment is required by McKesson. Retailer's obligations to McKesson pursuant to this paragraph 5 shall survive termination of this Agreement.

6. Term and Termination. The initial term of this Agreement shall be three (3) years, commencing on the date the application is signed by Retailer. Thereafter, the Agreement shall automatically renew for successive one-year terms, unless either party has delivered a notice of non-renewal to the other party in writing at least thirty-five (35) days before the end of the initial or any renewal term. Either party may terminate this Agreement at any time during the initial or any renewal term, with or without cause, by delivering to the other party at least thirty-five (35) days' prior written notice of termination specifying the termination date. If this Agreement is terminated by Retailer at any time during the initial term, Retailer agrees to pay an early termination fee of **\$250.00**. If Retailer breaches its obligations under this Agreement, and the breach has not been cured within fifteen (15) days after McKesson or the third-party processing service has notified Retailer in writing of the breach, McKesson may, at its option, terminate this Agreement immediately upon notice to Retailer. Upon termination or expiration of this Agreement, Retailer shall have no further right to use any software or leased equipment provided to Retailer pursuant to this Agreement and will immediately return all copies of such software and all leased equipment to McKesson.

7. Entire Agreement. This Agreement, together with the procedures and fee schedules to be provided by McKesson, constitutes the entire agreement between the parties as to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings, oral or written, as to the subject matter hereof including any Econoclear® Agreement Retailer may have previously entered into with McKesson.

8. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of California, without regard to the conflict of laws provisions thereof. The parties shall comply with all applicable laws and regulations in the performance of this Agreement.

9. Assignment; Amendment. This Agreement may not be assigned by either party without the prior written consent of the other party, which may not be unreasonably withheld. With the exception of the procedures and fee schedules, which may be amended by McKesson from time to time, this Agreement may be amended only in writing signed by both parties.

10. Pharmacy System Pricing: McKesson agrees that if Retailer contracts for both these merchant processing services and printing services (under a separate agreement with McKesson), then McKesson will not increase Retailer's recurring monthly pharmacy system software fees (after application of any available discounts) under Retailer's current pharmacy system software license agreement with McKesson for a period equal to the shorter of (i) three (3) years from the signature date of this Merchant Processing Service Agreement; or (ii) the expiration or termination of Retailer's pharmacy system software license agreement (the "Price Hold"). In addition, Retailer acknowledges and agrees that if the Printing Services Agreement or this Merchant Processing Service Agreement is terminated prior to the three (3) year anniversary of the signature date below or Retailer does not meet their

commitments under the Printing Services Agreement or this Merchant Processing Service Agreement, then the Price Hold will terminate and Retailer's recurring monthly pharmacy system software fees shall be immediately increased to an amount equal to the recurring monthly pharmacy system software fees Retailer would have otherwise been paying had Retailer not contracted for merchant processing services or printing services. Upon expiration of the initial term hereunder or other termination of the Price Hold, Retailer's recurring monthly pharmacy system software fees will be subject to annual increases in accordance with Retailer's pharmacy system software license agreement.

11. Force Majeure. Neither party shall be liable to the other for any failure to perform its obligations hereunder due to a cause beyond the reasonable control of the party that fails to perform, including but not limited to Acts of God; war or civil disturbance; mechanical, electrical or computer breakdowns; changes in laws or regulations; or court orders.

The Merchant Processing Terms and Conditions and Fee Schedule may be amended from time to time by McKesson. Retailer acknowledges that it has received a copy of and has reviewed this Merchant Processing Service Agreement. All rates and fees are subject to change. Retailer represents and warrants that the person executing this Agreement on behalf of Retailer is duly authorized to execute this Application.	
Retailer's Authorized Signature:	
First and Last Name (please print):	
Title:	
Date:	

Exhibit 1
MCKESSON MERCHANT PROCESSING FEE SCHEDULE

Retailer Information	
Legal Name:	Lexington-Fayette Urban County Government
Doing Business As (DBA) Name:	
Street Address:	200 E. Main St.
City:	Lexington
State:	KY
Postal Code:	40507
County:	
Phone Number:	(859) 258-3310
Fax Number:	(859) 258-3385
Contact Name:	Lot Value
McKesson Account Number:	
McKesson Sales Associate:	

Services	
Please check the box next to the service(s) you are applying for in the table below.	
<input type="checkbox"/>	Credit Card Processing (VISA®, MasterCard®, American Express®, Discover Cards®, Diners Club®, Carte Blanche®, JCB®)
<input type="checkbox"/>	Debit Card Processing
<input type="checkbox"/>	POS Check - Conversion with Verification
<input type="checkbox"/>	POS Check - Conversion with Guarantee
<input type="checkbox"/>	Electronic Benefit Transfer (EBT) Cards
<input type="checkbox"/>	Gift Card Mall Services (Blackhawk)

Fee Schedule		
The following table includes all of the processing fees the Retailer will be charged.		
Card Processing Fees	Qualified Rate	Non-Qualified¹ Rate
VISA® & MasterCard®	1.54% + \$0.190	2.45% + \$0.190
Discover Cards®	1.80% + \$0.160	Not Applicable
American Express®	2.15% + \$0.000	Not Applicable
Diners Club®, Carte Blanche® & JCB®	3.00% + \$0.000	Not Applicable
PIN Debit Non-Regulated Cards	0.00% + \$0.580	Not Applicable
Signature Debit Non-Regulated Cards	See VISA® & MasterCard® Qualified Rate	Not Applicable
PIN Debit Regulated Cards	0.00% + \$0.325	Not Applicable
Signature Debit Regulated Cards	0.80% + \$0.325	
EBT Cards	0.00% + \$0.200	
Services Fees	Rate	
POS Check Conversion with Verification		0.00% + \$0.300
POS Check Conversion with Guarantee		0.85% + \$0.300
POS Check Conversion with Guarantee & Imaging		0.85% + \$0.330
Consolidated Statement		\$12.85/month
Automated Clearing House (ACH) fee		\$0.250/ACH
Batch fee		\$0.250/Batch
Settlement (VISA® & MasterCard®) fee		\$0.080/Settlement
Relocation fee		\$35.00/Relocation
Minimum monthly fee		\$25.00/month
New customer enrollment fee		\$0.00 one-time
PCI Protection Package		\$25.00/month

¹ Non-Qualified Rates for Visa® and MasterCard® are for the following transactions including, but not limited to: Manually keyed, batches not closed daily, multiple authorization request for the same transactions or no authorization attempted.

Hardware			
Please insert the quantity of the hardware you are planning on leasing or purchasing in the table below.			
Lease Option			
Quantity	Description	Unit Price	Ext. Price
	Point of Sale Customer Bundle: VeriFone® VX570 or 3750, Mag Tek Check Reader, & VeriFone® 1000SE Pin Pad	\$15.00	
	Bundle: VeriFone® VX570 or 3750, Mag Tek Check Reader, & VeriFone® 1000SE Pin Pad	\$29.95	
	Bundle: VeriFone® VX570 or 3750 & Mag Tek Check Reader	\$24.95	
	Bundle: VeriFone® VX570 or 3750 & VeriFone® 1000SE Pin Pad	\$23.95	
	Bundle: VeriFone® VX570 or 3750	\$19.95	
	VeriFone® 1000SE Pin Pad	\$5.00	
	Hypercom Mag Tek Check Reader	\$10.00	
	Other:		
Purchase Option			
Quantity	Description	Unit Price	Ext. Price
	Bundle: VeriFone® VX570 or 3750, Mag Tek Check Reader, & VeriFone® 1000SE Pin Pad	\$810.00	
	Bundle: VeriFone® VX570 or 3750 & Mag Tek Check Reader	\$710.00	
	Bundle: VeriFone® VX570 or 3750 & VeriFone® 1000SE Pin Pad	\$595.00	
	Bundle: VeriFone® VX570 or 3750	\$545.00	
	VeriFone® 1000SE Pin Pad	\$99.00	
	Hypercom Mag Tek Check Reader	\$219.00	
	Other:		

Hardware & Software Maintenance			
If you wish to add maintenance to any of the items you have elected to purchase in the tables above, please insert the quantity of the items you are planning to add maintenance to in the table below. Please note that maintenance is already included in any items that are being leased.			
Quantity	Description	Unit Price	Ext. Price
	VeriFone® VX570 or 3750 Terminal	\$10.00	
	VeriFone® 1000SE Pin Pad	\$2.00	
	Hypercom Mag Tek Check Reader	\$4.00	
	Other:		

Retailer Provided Hardware				
If you are planning on utilizing existing hardware to process your credit cards, please insert the quantity and select the equipment make a model from the list of certified hardware in the table below. If your hardware is not on the list below, it can not be used for processing credit cards with McKesson. Furthermore, if you would like to add maintenance to this existing hardware, please select the check box next to the equipment description.				
Quantity	Description	Maintenance	Unit Price	Ext. Price
		<input type="checkbox"/>	\$15.00	
		<input type="checkbox"/>	\$15.00	
		<input type="checkbox"/>	\$15.00	
		<input type="checkbox"/>	\$15.00	