

Schedule 11 Account Updater Schedule

This Schedule adds the Account Updater Schedule to the Payment Solutions Agreement (**Agreement**) among First Data and Company. The terms of the Agreement and this Schedule apply to the Account Updater Service, but, if anything in this Schedule conflicts with the Agreement, this Schedule will control. The Account Updater Service is a **Service** under the Agreement and is provided by First Data and not by Bank. **Bank is not a party to this Schedule and is not liable to Company in connection with this Service or this Schedule.**

Capitalized words or phrases not defined in this Schedule use the definitions given to them in the Agreement.

10 Account Updater Services

Certain Networks (e.g., VISA, Mastercard, American Express, and Discover) offer account updater programs that will allow Company to obtain updated Card account information for Cardholders or updated token information from First Data's TransArmor service (TransArmor Tokens and together with such updated Card account information, **Updated Cardholder Information**) with whom Company has an existing relationship. Such account updater programs may be (1) off line services to which Company submits inquiries and receives Updated Cardholder Information (such programs are referred to herein as **Batch Account Updater Programs**) or (2) real time services through which Company receives Updated Cardholder Information during the authorization process (such programs are referred to herein as **Real Time Account Updater Programs**, and, together with Batch Account Updater Programs, **Account Updater Programs**). For Networks that offer both a Batch Account Updater Program and a Real Time Account Updater Program, Company may elect to use such Network's Batch Account Updater Program, Real Time Account Updater Program, or both Account Updater Programs for such Network. First Data will provide the Company with access to the Networks' Account Updater Programs (the **Account Updater Services**) pursuant to the terms of this Schedule.

11 Company Responsibilities

11.1 Use. To use the Account Updater Services, the Company must:

- 11.1.2.1 have a legitimate business need in connection with an active or on-going business relationship with a Cardholder to receive that Cardholder's Updated Cardholder Information (e.g., a subscription or membership services involving recurring payments or transactions utilizing a Cardholder's stored Card account information or TransArmor Token);
- 11.1.2.2 not be categorized as a high-risk merchant by a Network (as determined by the Network);
- 11.1.2.3 participate in one or more Account Updater Program, register with, be approved by, and execute the participation agreements (if any) required by the Networks;
- 11.1.2.4 comply with all rules and procedures established by each Network, as applicable; and
- 11.1.2.5 treat all information and data received via any Account Updater Program as Confidential Information.

11.2 Prohibitions. The Company will not:

- 11.2.2.1 use the Account Updater Services on behalf of, or for the benefit of, any third parties; provided, however, that Third Party Agents, as defined by Visa (or such other term as an applicable Network uses to describe such parties) may use the Account Updater Services so long as such Third Party Agent complies with all requirements for Third Party Agents that are established by a Network from time to time for its applicable Account Updater Program; or
- 11.2.2.2 use any Updated Cardholder Information for any purpose other than those expressly permitted by the Networks.

11.3 Company acknowledges and agrees that if Company submits update requests or transactions to the Account Updater Programs for Card accounts that have previously returned a “closed account” response from that Network, Company will incur a charge for such request or transaction.

12 Batch Account Updater Programs

12.1 In connection with its use of a Network’s Batch Account Updater Program, the Company will maintain a database of Card account information and/or TransArmor Tokens for those Cardholders for which it requests Updated Cardholder Information. In connection with that database, the Company must:

- 12.1.2.1 submit update requests for each Card account or TransArmor Token according to the timeframes established by the Networks for their Account Updater Programs (currently, at least once every 180 calendar days);
- 12.1.2.2 update its database within five (5) business days after receiving a response file containing the Updated Cardholder Information provided by the Networks;
- 12.1.2.3 delete all Card account update request files that it sends to the Networks through First Data and all response files that it receives from the Networks through First Data; and
- 12.1.2.4 delete Cardholder profiles and Card account and TransArmor Token records on its database for Cardholders with which it no longer maintains an active or on-going business relationship or when profiles or accounts are closed by a Cardholder.

12.2 First Data offers two service options for American Express’s Batch Account Updater Program, American Express Cardfresher: the Regular Service Option and the Subscription Service Option. American Express’s Batch Account Updater Program provides Updated Cardholder Information on an ongoing basis for each Card that Company submits for inquiry. First Data’s **Subscription Service Option** provides Company with such Updated Cardholder Information on an ongoing basis as such information is received from American Express. First Data’s **Regular Service Option** provides Updated Cardholder Information for Cards submitted for inquiry by Company only in response to such inquiry. For the avoidance of doubt, if Company selects the Regular Service Option, American Express will continue to send to First Data Updated Cardholder Information on an ongoing basis and charge for such updates, but the Regular Service Option provides Company with the benefit of limiting when Company receives Updated Cardholder Information to only when Company requests to receive such updates; Company will continue to be responsible for the charges in connection with all updates that American Express sends. Company must select either the Regular Service Option or the Subscription Service Option.

13 Real Time Account Updater Programs

13.1 Company must submit authorization requests in the file format that First Data specifies in order to use a Network’s Real Time Account Updater Program.

13.2 Each of VISA’s and Mastercard’s Real Time Account Updater Programs will function if Company does not update its systems to accept the Updated Cardholder Information that is returned by the Network; however, if Company does not update its systems to accept such Updated Cardholder Information, each future submission of the same, non-Updated Cardholder Information or TransArmor Token will be treated as a new transaction using the applicable Real Time Account Updater Program, and Company will be charged the corresponding Match Fee as set forth in Section 5 below.

14 Fees

Company will pay First Data the fees described below (**Account Updater Fees**) for the Account Updater Services. The Account Updater Fees are in addition to the other fees charged to process the Company’s transactions under the Agreement. Company will be responsible for any charges or fees charged by the applicable Networks in connection with the Account Updater Programs.

	Match Fee per record match	Monthly Processing Fee per month, per MID	Set-Up Fee one-time fee, per MID
Batch Account Updater Program			

Visa	\$ _____	\$ _____	\$ _____
Mastercard	\$ _____	\$ _____	\$ _____
Discover	\$ _____	\$ _____	\$ _____
American Express	\$ _____	\$ _____	\$ _____
Real Time Account Updater Program			
Visa	\$ _____	\$ _____	\$ _____
MasterCard	\$ _____	\$ _____	\$ _____

15 Disclaimer

First Data is not responsible for (1) inaccurate or incomplete Card account data or TransArmor Tokens provided by the Company; (2) non-First Data information accessed or used in connection with the Account Updater Programs; or (3) the Updated Cardholder Information or other information that the Networks' Account Updater Programs return to First Data. Not all Networks offer Account Updater Programs, and not all financial institutions that issue Cards participate in the Networks' Account Updater Programs. Whether the Account Updater Services are available for a particular Cardholder's Card account will depend on whether the Network maintains an Account Updater Program and whether the Card issuer participates in a relevant Account Updater Program; and First Data will not provide Account Updater Services for Card accounts for which the Account Updater Services are not available.

16 Term; Termination

16.1 This Schedule is effective as of the date last signed below. Company agrees to take all preparatory steps to start its implementation of the Account Updater Services no later than _____.

16.2 First Data may suspend or terminate Company's access to the Service or to a particular Network's Account Updater Program at any time.

16.3 This Schedule will continue until the earlier of: (1) the expiration or termination of the Agreement, (2) with respect to a particular Network's Account Updater Program, at such time as such Network terminates such Account Updater Program or terminates or suspends Company's access to such Account Updater Program, and (3) Company terminates the Schedule by providing First Data with 30 days prior written notice.