

Schedule 15

Commerce Hub Services Schedule

To Payment Services Agreement

This Commerce Hub Services Schedule (the **Commerce Hub Services Schedule**) is entered into among the State of North Carolina (**Company**) and First Data Merchant Services LLC (**First Data**) in connection with the Payment Services Agreement (**PSA**) between First Data and Company. Terms defined in the PSA shall have the same meanings in this Commerce Hub Services Schedule.

1 Commerce Hub

First Data has developed electronic interfaces and connectivity to simplify access to multiple payments, financial services technology and other services through its Carat Commerce Hub (the **Commerce Hub**). Company seeks one or more services provided by First Data or a third party through the Commerce Hub (each, a **Hub-Enabled Service**). First Data and Company are entering into this Commerce Hub Services Schedule to establish general terms for access to the Commerce Hub and for the services that Company will receive. Company and First Data will enter one or more exhibits to this Commerce Hub Services Schedule (**Exhibits**) that reflect additional terms for a particular Hub-Enabled Service. Each Exhibit will form a part of this Commerce Hub Services Schedule and PSA and the terms of this PSA will apply to the Hub-Enabled Services.

2 Use of the Commerce Hub

1. First Data will provide Company with technical specifications to utilize the Commerce Hub for the Hub-Enabled Services. First Data will provide Company with any necessary credentials, keys or certificates to submit messages, data or other information necessary for the provision of a Hub-Enabled Service.
2. Company is responsible for the accuracy and integrity of all information that it provides to the Commerce Hub and authorizes First Data to rely upon the information, data and instructions by Company or submitted on behalf of Company.
3. First Data will provide Company through the Commerce Hub capability to configure directly certain aspects of the Hub-Enabled Services as it shall notify Company from time to time. Company is responsible for actions of their employees and agents in using Commerce Hub and in defining the authorities provided to the Commerce Hub
4. Any data to be provided to First Data will be deemed to be received by First Data when it is properly submitted to the Commerce Hub in accordance with the specifications. Company will monitor any reports, messages or alerts to identify any errors or issues with any submissions.
5. First Data will, from time to time, update the specification of the Commerce Hub. To the extent practicable, modifications to the specifications will be backwards compatible so that Company will not be required to update its systems except to the extent that they may choose to receive new or modified Hub-Enabled Services. However, in the event of updates required for purposes of security, changes to industry standards, compliance requirements, or similar circumstances, such changes may require Company to modify its systems in order to continue to receive the Hub-Enabled Services. First Data will provide as much advance notice to Company as reasonably practicable under such circumstances.

3 Term

This Commerce Hub Services Schedule shall be in effect upon signing of by all parties and shall extend through the expiration of the earlier of the PSA or the last Exhibit.

4 Developer Portal

As part of the Hub-Enabled Services First Data will make available to Company a developer portal (**Developer Studio**) for Company to develop any additional software necessary for it to receive any Hub-Enabled Service. Company hereby agrees that the user terms at www.developer.fiserv.com shall be incorporated by reference into this Commerce Hub Services Schedule and that Company will comply with such user terms in connection with its use of the Developer Studio.

5 Fees.

Company will pay the fees for the Commerce Hub and each Hub-Enabled Service as follows:

Fee	Description
\$	Per transaction for Hub-Enabled Service ¹

¹This amount is in addition to the fee set forth in Schedule A to the PSA for Bankcard Transactions and is chargeable for each transaction that is billable under applicable Card Organization Rules, including but not limited to authorization attempts / inquiries, purchases, returns, credits, and reversals, regardless of whether a transaction is approved or declined.

Schedule 15 3D Secure Services

This **Schedule** adds the 3D Secure Services (**3D Secure Services**) to the Agreement. The terms of the Agreement and this Schedule apply to the 3D Secure Services, but if anything in this Schedule conflicts with the Agreement, as related to the 3D Secure Services, this Schedule will control. 3D Secure Services is a **Service** under the Agreement.

Capitalized or other defined terms used, but not defined in this Schedule, have the meanings given to them in the Agreement.

The parties agree as follows:

1 Fees

Each sale, authorization, and/or capture message, as well as refunds and reauthorizations, will be charged as individual transactions for billing purposes. All other fees outlined in the Agreement, including interchange, will be charged in accordance with the terms of the Agreement. Company will pay the following fees for the 3D Secure Services listed in the Fee Schedule of the Agreement for the 3D Secure Services:

3D Secure Implementation Fee (one-time fee)	\$ _____
3D Secure Authentication Request Fee (per transaction)	\$ _____

2 Term

This Schedule shall be coterminous with the Agreement.

3 Terms and Conditions

- 3.1 First Data provides Company with access to software which allows Company to participate in "Verified by Visa" and "MasterCard Secure Code" and such other programs allowed by the networks. Access to the 3D Secure Services are being provided to Company by First Data.
- 3.2 Company is solely responsible for entering into any necessary agreements with third parties for the 3D Secure Services and for any fees and charges imposed upon Company by such third parties.