

Schedule 5

Convenience Fee Service Schedule

This Convenience Fee Service Schedule is entered into by and between First Data Merchant Services LLC (Contractor) and the State of North Carolina (**Authorized User or you**); and supplements the Payment Solutions Agreement (**Agreement**) among Contractor, Authorized Users, and Bank. Capitalized terms used, but not defined in this Schedule, have the meanings given to them in the Agreement.

The Convenience Fee Service described in this Schedule are provided solely by Contractor under the Agreement; and **the Bank has no performance obligations or liabilities of any nature in connection with the Convenience Fee Services. The terms of the Agreement and this Schedule shall automatically terminate in the event that Authorized User elects for Contractor to no longer provide the Convenience Fee Service.**

The parties agree:

1 Convenience Fee Service

- 1.1 Contractor will provide Authorized User with the Service as described in this Schedule.
- 1.2 **Service** means the creation and operation of a [] portal hosted by Contractor and/or [] Interactive Voice Response (IVR) system and a gateway to allow you to submit internet payments from your customers with an appended convenience fee paid by your customers using credit, PIN debit, signature debit, and pre-paid debit cards and ACH. The Convenience Fee services includes the creation of a portal along with a gateway that allows you to connect to our payments system in order to provide the merchant acquiring services in the Agreement for the payments submitted through the Portal or IVR.
- 1.3 The Portal will integrate with your website through a hyperlink. You will be able to provide reasonable input into the basic configuration of client logo, colors and field labels for the Portal.
- 1.4 The Portal will include the following capabilities:
 - 1.4.1 Provide the option to pay with a debit or credit card or via ACH (ACH requires separate TeleCheck Schedule). Payment pages redirect your consumers to a payment form hosted by Contractor. To accomplish this a "Checkout" button is displayed within an HTML form on Authorized Users' website.
 - 1.4.2 The Portal will inform the customer of the requirement and amount of the convenience fee and obtain consent to levy the convenience fee or allow termination of the transaction. If the customer accepts, Contractor will submit the transaction consisting of the amount due to you and the convenience fee for authorization over the applicable debit or credit, network or via TeleCheck.
 - 1.4.3 Your customers will be provided the opportunity to provide an email address to receive notification of completion of the transaction.
 - 1.4.4 For convenience fee transactions pursuant to this Schedule, Authorized User will receive the principal amount owed to Authorized User and Contractor will receive the convenience fee through settlement. Authorized User shall not be charged transaction authorization fees, gateway transaction fees, or related fees such as interchange or discount fees from the Card Brands or transaction fees related to ACH (eCheck) transactions, which shall be paid by Contractor. Chargebacks and associated chargeback fees are charged to Authorized User and netted daily. Service does not include dispute management and is Authorized User's responsibility.
 - 1.4.5 Processor will daily batch the payments received and generate a payment file of amounts paid. Authorized User can receive an online report showing transactions processed on a range date using

Processor's Business Track(SM) reporting portal.

1.4.6 Graphical depiction of the typical steps involved in transaction flow:

Step	Step Description
Account Look-Up	<u>STEP 1:</u> <ul style="list-style-type: none">• Your customer enters Account number to find amount due and other Account details
Choose to pay	<u>STEP 2:</u> <ul style="list-style-type: none">• Your customer elects to make a payment against the amount due
Collect card or eCheck details	<u>STEP 3:</u> <ul style="list-style-type: none">• Your customer enters payment card or eCheck (ABA/DDA) details, if applicable
Agree to convenience fee	<u>STEP 4:</u> <ul style="list-style-type: none">• Your customer agrees to convenience fee in addition to amount due
Payment processing	<u>STEP 5:</u> <ul style="list-style-type: none">• If your customer agrees to convenience fee, Processor facilitates the payment processing
Payment completion	<u>STEP 6:</u> <ul style="list-style-type: none">• Processor will notify your customer of payment completion if email is provided.• Processor updates you on payment status

2 Fees (See Fee Schedule)

3 License, Restrictions, and Requirements

- 3.1 Subject to the terms and conditions of this Schedule (including additional rights and licenses granted in the Documentation or an exhibit to this Schedule), Contractor grants to Authorized User a non-sublicensable, royalty free, non-exclusive, nontransferable, revocable, limited license to use the Service during the term of this Schedule only for (1) the purpose of submitting payment transactions to Contractor for processing, and (2) the purposes described in this Schedule. All references to the Service or its components in this Schedule include the applicable Software.
- 3.2 Subject to the terms and conditions of this Schedule, Contractor grants to Authorized User a non-sublicensable, royalty free, non-exclusive, non-transferable, revocable, limited license to use the Documentation during the term of this Schedule only for the purpose of supporting Authorized User's use of the Service. Documentation means all manuals and other written materials in any form provided for use with the Portal, as amended from time to time by Contractor; provided, Contractor agrees to provide Authorized User with notice of any modification thereof. If there is any conflict between the Documentation and the terms of Schedule, the terms of this Schedule will control.
- 3.3 Authorized User acknowledges that the Service and Documentation are Contractor's intellectual property, and Authorized User must not, and must not cause or permit any third party to:
- (1) Use the Service except as permitted by this Schedule or the Documentation or as permitted by Contractor in writing;
 - (2) Use the Service or Documentation, either directly or indirectly, for benchmarking purposes or to develop any product or service that competes with the Service;
 - (3) Disassemble, decompile, decrypt, extract, reverse engineer, or modify the Service or otherwise apply any procedure or process to the Service in order to ascertain, derive, or use the source code or source listings for the Service or any algorithm, process, procedure or other information contained in the Service;
 - (4) Provide the Service or Documentation to any third party, other than to Authorized User's authorized employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions of the Agreement;
 - (5) Use, modify, adapt, reformat, copy or reproduce the Service or Documentation or any portion thereof, except as is incidental to the purposes of this Schedule, or for archival purposes (any permitted copies must contain all appropriate proprietary notices);

- (6) Rent, lease, upload, assign, sublicense, transfer, distribute, allow access to, or time share the Service or Documentation;
 - (7) Circumvent or attempt to circumvent any security measures of the Service;
 - (8) Attempt to access or actually access portions of the Platform or Service not authorized for Authorized User's use; or
 - (9) Use the Service in any unlawful manner or for any unlawful purpose.
- 3.4 The licenses granted under this Schedule may be subject to other licenses currently held by Contractor or its subcontractors. If any license held by Contractor to certain technology or software is terminated or suspended, the corresponding license(s) granted to Authorized User under this Schedule may also be terminated or suspended in Contractor's sole and absolute discretion. Authorized User acknowledges and agrees to the potential termination or suspension of such licenses. To the extent permitted by applicable law, Authorized User waives all damages (whether actual, incidental, or consequential) resulting from termination or suspension of a license granted hereunder.
- 3.5 Except for the limited licenses granted above, this Schedule does not grant Authorized User any rights or licenses (express or implied) in any patents, copyrights, trademarks, trade secrets, or other Intellectual Property Rights in or related to the Service, all of which are and will remain the sole and exclusive property of Contractor, its vendors, or its licensors. Contractor reserves and withholds all rights, title, and interests associated with the Service that are not expressly licensed to Authorized User in this Schedule. Contractor may revoke this license if Authorized User (1) fails to comply with this Schedule, or (b) misuses the Service.
- 3.6 If Authorized User is acquiring the Software on behalf of any part of the United States Government (the Government), the following provisions apply: Any use, duplication, or disclosure by the Government is subject to the restrictions in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Contractor is the contractor/manufacturer, with the address set forth below. Any use, modification, reproduction, release, performance, display or disclosure of the Software and/or the accompanying documentation by the Government or any of its agencies will be governed by the terms of this Schedule and will be prohibited except to the extent expressly permitted by the terms of this Schedule.
- 3.7 The limited licenses provided above will automatically terminate when this Schedule terminates. Within five days after termination, Authorized User must either return or destroy the Software and the Documentation and must certify to Contractor in writing that the return or destruction has occurred.

[Signatures on the Following Page.]