

**ADDENDUM TO MERCHANT SERVICES AGREEMENT
BETWEEN
BANK OF AMERICA, N.A.
AND
STATE OF OKLAHOMA, STATE TREASURER**

This Addendum, amended as of June 30, 2008, to the Bank of America, N.A. Merchant Services Agreement (“~~Addendum~~”) amends the Bank of America, N.A. Merchant Services Agreement (“Agreement”) between State of Oklahoma, State Treasurer, (“you”, “your” or “Merchant”), and Bank of America, N.A. a national banking association (“we”, “us”, “our”, or “Bank of America”). The words or phrases not otherwise defined herein will have the same meanings ascribed to them in the Agreement.

1. Section 2.02A) of the Agreement is amended by **adding** a new subsection to the end thereof as follows:

"or (e) records of a public body which are open, pursuant to 51 Okla. Stat. §§ 24A. 1-27."

2. Section 3.01B) is hereby deleted in its entirety and replaced with the following:

3.01 Duties concerning Agreement and confidentiality

B) “To the extent permitted by the Oklahoma Open Records Act, you must treat this Agreement and all Visa, MC, Network and our documents and materials relating to **this** Agreement, including but not limited to all pricing information, and Operating Procedures, as confidential and proprietary information and protect them with not less than the degree of care a prudent business entity would use to protect its own confidential and proprietary information. You may disclose such documents and materials only to those of your employees having a specific need to know.”

3. Section 6.08 of the Agreement is amended by adding as the fourth (4th) sentence the following:

"The Bank's rights and responsibilities to inspect, install, maintain, or update systems, software, and equipment is limited to items owned and provided by the Bank and does not extend to systems, software, equipment, or **data** belonging to or maintained by the merchant."

4. Subsection 7.13B) of the Agreement is hereby deleted in its entirety and replaced with the following:

“7.13B) Each chargeback to you is immediately due and payable by you. Without limiting our other remedies, we may deduct the amount of the chargeback or anticipated chargeback from the Deposit Account at anytime without advance notice, and if sufficient funds are not available in that account from funds due you from us. We will not continue to withhold your funds without reasonable justification under the circumstances.”

5. Section 9.01 is hereby deleted in its entirety and replaced with the following:

“**9.01 Deposit Account Required.** You will establish a Deposit Account at your operating bank under arrangements acceptable to us. As amounts become payable to you or to us, for Chargebacks, we shall use the Deposit Account for depositing Charge proceeds and debiting for Chargebacks.”

6. Section 10.01 is hereby deleted in its entirety and replaced with the following:

“**10.01 Reserve Account.** We will not require you to establish a Reserve Account because, as a State, you are a governmental entity whose law does not provide authorization for such an account. You acknowledge that fines and assessments may be imposed by the Card Organizations, including obligations for data compromise or failure to comply with Payment Card Industry Security Standards which may be referred to as Cardholder Information Security Program (CISP) or Site Data Protection (SDP) in the Visa and MasterCard Operating Regulations, respectively. The full amount of such fines and assessments shall be due within thirty (30) days of our written request for payment, which may be made by check or warrant, or within such time as allowed by Oklahoma law, PROVIDED HOWEVER; that after sixty (60) days we may, in addition to any other rights we may have, proceed with our legal remedies under Oklahoma law to collect the amount due and owing. Your or an agency's failure to pay the amount will permit us to stop processing additional transactions for said agency without advance notice.”

7. Sections 10.02, 10.03, 10.04 and 10.05 are hereby deleted in their entirety.

8. Section 10.06 of the Agreement is hereby deleted in its entirety and replaced with the following:

“**10.06 Credit Rating Requirement.** For the duration of this Agreement, you will maintain a rating for unsecured debt by Standard & Pors (“S & P”). If the rating assigned by S & P falls below “A-”, we may, in our sole discretion, terminate this Agreement upon thirty (30) days written notice.”

Section 11.01 of the Agreement is hereby deleted in its entirety and replaced with the following:

"11.01 Authorization to debit. You authorize us to debit the Deposit Account for any and all amounts due to us for Chargebacks."

10. Section 14 is hereby deleted in its entirety and replaced with the following:

"Section 14. INDEMNIFICATION

You will indemnify us, to the extent permitted by the laws and Constitution of the State of Oklahoma, against all liability, claims, demand, damages and costs (including fines or assessments by Card Organizations) attributable to any breach of this Agreement by you, or your violation of Operating Procedures. We will indemnify you against all liability, claims, demands, damages and costs attributable to **any** breach of this Agreement by us or our violation of Operating Procedures, as limited by Section 13. We will pay any **fin**es or assessments by Card Organizations attributable to our violations of Operating Procedures not involving your fault."

11. Section 15 is hereby amended by deleting the third (3rd) sentence in its entirety and replace it with the following:

"If not terminated, this Agreement may be renewed **annually**."

12. Section 16A) is hereby deleted in its entirety and replaced with the following:

Section 16. FINAL AGREEMENT AND AMENDMENTS TO AGREEMENT

"A) **Final Agreement.** This Agreement, along with the RFP, RFP Response, Application, Fee Schedule and the Operating Procedures, is the entire Agreement between the parties on the subject matter contained within and supersedes all prior or contemporaneous negotiations, stipulations or agreements. If any provision of this Agreement is invalid or unenforceable, the other provisions remain effective. Sections related to Chargebacks, fees, Deposit Account, Indemnification, limitation of liability, Dispute Resolution, Electronic Equipment, preservation and security of information and records, Reserve Account and general provisions survive termination of this Agreement. In the event any provision of this Agreement conflicts with the Basic Contract terms set forth in the RFP, the Basic Contract terms and provisions shall control."

13. Section 17 is hereby deleted in its entirety and replaced with the following:

“17. DISPUTE RESOLUTION

We agree to make a good faith effort to resolve disputes arising under this Agreement through informal discussions between the parties. In the event that a dispute cannot be resolved through informal discussions, the parties shall attempt to mediate the dispute. The dispute shall be heard by an independent third party that is mutually agreed upon by the parties. Both parties shall participate in good faith and attempt to resolve the dispute to their mutual satisfaction. Each party shall be responsible for its own costs incurred in connection with such **non-binding** mediation, but shall also be responsible for one-half of the fee for, and all of the reasonable out-of-pocket costs of and incurred by such independent third party in connection with such mediation. In the event that the dispute is unable to be resolved through mediation, both parties shall have full legal remedies provided for in this Agreement and at law in the courts of the State of Oklahoma or the United States District courts for the District of Oklahoma.”

14. Section 18.01 is hereby amended by deleting California and replaced it with Oklahoma.

15. Subsection 18.06 is amended by deletion in its entirety and is replaced as follows:

“Card Transactions are credit card or debit card slips excluded from the definition of “item” under Title 12A, Section 4-104(9) of the Uniform Commercial Code, Oklahoma Statutes.”

16. Section 18 is hereby amended by adding a new subsection 18.08 as follows:

“18.08 Notwithstanding any provision in **this** Agreement to the contrary, You do not waive any of Your rights or defenses available to You with respect to matters pertaining to this Agreement. We also agree that any provision of this Agreement which is a limitation of our liability or in which You agree to indemnify us or third parties shall be enforceable only to the extent permitted by Oklahoma law.”

17. Section 21.13 is hereby deleted in its entirety and replaced with the following:

“21.13 Acknowledgement. You acknowledge that any unauthorized access to your computer systems or Internet services, including but not limited to, computer **hacking** of your systems and Internet services may result in the imposition of fines and assessments by the Card

Organizations which would need to be resolved as set forth in section 10.01 of this Agreement."

18. Section 24 is hereby deleted in its entirety and replaced with the following: "Intentionally deleted."
19. A new Section 25 is added as follows:

"Section 25. SECURITY OF INFORMATION AND REPORTING SECURITY BREACHES

The Bank will keep secure all information, data, papers, records or other materials entrusted to it pursuant to this Agreement in accordance with state and federal laws governing security and breaches of security for computer data, including unintentional or criminal loss or compromise of personal data such as bank account numbers, social security numbers, and other data as may be protected by state or federal law, as amended from time to time. In the absence of a state or federal law concerning security breaches, the Bank's standard of care for security data and information shall be as set forth in this Agreement and the Card Organization rules, as amended.

The Bank will fully investigate and document each breach and each violation of the confidentiality or data security requirements imposed by this Agreement, as amended, or as imposed by state or federal law. The Bank will promptly and directly notify the Merchant of any data security compromise of which it has actual knowledge, without demand. The Bank will thereafter provide full information and documentation of the violation or breach as required by law. If the breach is or may be the result of criminal activity, Bank agrees to assist and cooperate fully with law enforcement officials in investigating and prosecuting responsible persons and organizations. The Bank agrees to promptly provide any information or assistance necessary to enable the Merchant to comply with security breach notification laws to which they may be subject."

20. A new Section 26 is added as follows:

"Section 26. INTERPRETATION OF THIS AGREEMENT

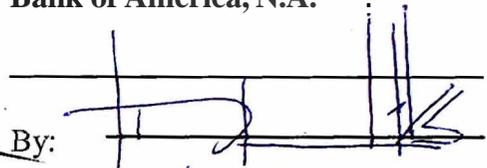
To the extent that this Agreement or any addendum, amendment, or Participation Agreement executed hereunder constitutes a waiver of sovereign immunity or consent to suit, the parties, participants, and all courts must construe that waiver or consent as narrowly as possible and only to the extent necessary to effectuate the purposes of the Agreement, and for no other purposes."

The terms and conditions of the **Bank** of America, N.A. Merchant Services Agreement, except as duly modified by this Addendum, remain in full force and effect.

State of Oklahoma, State Treasurer

Bank of America, N.A.

SPW
By: 

By: 

Title: State Treasurer

Title: VICE PRESIDENT

Date: June 30, 2008

Date: 6.30.2008

Attest:

By: _____

Title: _____

Date: _____

Approved As to Form:

By: _____

Title: _____

Date: _____

BA Merchant Services

MERCHANT SERVICES AGREEMENT

Fee Schedule

January 8, 2006

Oklahoma State Treasurer

Effective Date

Legal business name (as it appears on the Application)

BA Merchant Services Processing Fees for:

Interchange category	See Attached
Visa association fees	0.0925%
MasterCard association fees	0.095%
BAMS/Bank processing fee	0.00%
Per Item Authorization Fee	\$0.09

Voice Auth Address Verification Service	\$0.00	per call
PIN Debit Card fees		per transaction plus of monthly sales
Check Warranty Fees ²		minimum \$.50
Electronic Check Service ²		per transaction plus of check value
Electronic Benefits Transfer		per transaction fee
FCS#		
Return Fee	\$0.00	per item

Discover Card/Novus card brands	\$ 0.10	per authorization Fee ¹
American Express Card	\$ 0.10	per authorization Fee ¹
Diners Club/Carte Blanche	3.00%	Discount rate
JCB Card	\$0.09	per authorization Fee ¹
	3.00%	Discount rate
	\$0.09	per authorization Fee ¹

* Visa/MasterCard interchange is charged on monthly gross sales. Visa/MasterCard association fees and BA Merchant Services, LLC (BA Merchant Services) and Bank of America, N.A.(Bank) processing fees are charged on monthly gross sales.

* Diners Club/Carte Blanche and JCB Card discount rates are charged on monthly gross sales. Visa/MasterCard discount rates:

- These fees are in addition to any charges, assessments and other fees from Visa and MasterCard. Possible Visa/MasterCard fee adjustments are explained in the Merchant Services Agreement.
- Also apply to Visa Check card, MasterMoney, and Electron Card.
- Are subject to periodic increases of fees by BA Merchant Services / Bank.

¹ The per item authorization fee applies to attempted and approved authorizations, for all card types.
² See Certify or Cross Check Check Warranty Agreement (with rates and fees) will be sent to merchant separately.

Service Fees

Set-Up Fee (non-refundable)	\$15.00	per new account/location		
Monthly minimum discount	\$0.00	per month per location		
Chargeback Fee	\$7.50	per item		
Support Package				
1 Paper Only	\$0.00	per month per location (312 locations)		
Additional Card Types	\$0.00	per installation after additional set-up		
Special Services*				
BAMS Access Fee	\$150.00	monthly per UserID	1	Quantity Association Access
Wireless Activation Fee		per device		
Other				
Other				
Other				

*Fee quoted at time of service request
 Fee Schedule BA Merchant Services
 Chart numbers 2221-3221-VSIP and 2221-3221-MCIP

Merchant's Initials 

BA Merchant Services

Other Card Service Provider Fees

American Express Card:**
 Discount rate _____ EDC _____
 or
 Monthly \$5.00 flat fee with estimated annual charge volume of up to \$4,998.00.
 Mandatory regardless of charge volume for Internet merchants with physical delivery,
 Mail Order/Telephone Order, and Home-based businesses.
 Estimated annual American Express card charge volume _____
 Estimated average ticket _____
 American Express Franchise Cop# _____
 Monthly Gross Pay (+.03% if above \$100K) Does not apply to monthly flat fee
 Monthly Net Pay (sales minus credits, less discount and fees)
 3 Day Pay Frequency
 If service is already established, current American Express Account Number _____

Discover Card/Novus Card Brands:**
 Discount rate plus \$.10 per authorization fee _____
 Discover Franchise code: _____
 A one-time \$25.00 Discover membership fee _____
 If service is already established, current Discover Account # _____

**American Express and Discover Card/Novus Card brands discount rates and fees are established and billed separately by those issuers, who are responsible for settlement, chargebacks, and customer

MasterCard allows issuers to collect a handling fee for specific authorization chargeback: 07-Warning Bulletin File, 08-Request/Required Authorization not Obtained or Declined and 47-Fraudulent transaction/Exceeds Floor Limit/Not Authorized. This fee is in addition to any other fees assessed by BA Merchant Services or the Associations and will be processed separately from the applicable chargeback. Issuers may collect this fee on each submission of the chargeback for certain merchant industry types excluded from the handling fee which must be processed with the appropriate codes to avoid assessment of the handling fees.

Product Fees	Model	Quantity	Purchase (Excluding Tax)	
Terminal	Hypercom T7Plus	_____	\$325.00	per device
Printer	_____	_____	_____	per device
PIN Pad	Hypercom S9	_____	\$98.00	per device
Check Reader/Imager	_____	_____	_____	per device
Imprinter	_____	_____	_____	per imprinter
Software	_____	_____	_____	per software
Other	Hypercom T7Plus (Rental)	_____	\$12.00	per device
Other	Hypercom S9 (Rental)	_____	\$4.50	per device
Specialty Supported Activation Fee***	_____	_____	_____	per terminal
Wireless Fee	_____	_____	_____	monthly per location
PIN Pad Encryption Fee	_____	_____	_____	per PIN Pad
Other	_____	_____	_____	_____
Other	_____	_____	_____	_____
Other	_____	_____	_____	_____

***This Fee is assessed monthly for certain terminal applications which require specialized support and licensing. Please contact BA Merchant Services Acct. Rep for additional details.
 Rental and/or Leased Fees are subject to separate agreements with TASQ Technology, Inc.

Pricing Acknowledgement
 I have reviewed the above fee structure of my BA Merchant Services account. I understand that the above stated pricing for Visa/MasterCard is based on a minimum threshold of an average transaction size of \$148 and an annualized Visa/MasterCard sales volume of \$180,000,000. The rates and fees quoted by BA Merchant Services/Bank for acceptance of the American Express Card and Discover Card/NOVUS Card brands are subject to the terms and conditions of each respective Card Issuer.
 I further understand that the BA Merchant Services/Bank will review those assumptions after a period of actual processing and that my rate could be increased if either the average ticket or volume run rates are lower than the minimum thresholds. In addition, the BA Merchant Services/Bank may pass on charges imposed by credit card associations, such as Visa and MasterCard, resulting from my failure to comply with credit card regulations. The BA Merchant Services/Bank may collect these charges in the same way as other amounts owed by me under the Merchant Services Agreement ("Agreement"). I acknowledge that the Agreement provides for increases in fees. I understand that my application is subject to approval by the BA Merchant Services/Bank and by American Express and Discover Card/NOVUS Card issuers for processing their transactions.

Merchant signature by authorized representative: Scott Marshall 1/9/06
 First Name: Scott Marshall Date

BA Merchant Services Representative Signature: Cathy Blewins, SVP 9 Jan 2006
 First Name: Cathy Blewins Date

Fee Schedule BA Merchant Services
 Chart numbers 2221-3221-VSIP and 2221-3221-MCIP 1-9-2006