



SCHEDULE E
ECS SERVICES

This Schedule E supplements, is made a part of and is subject to the terms and conditions of the Agreement.

ELECTRONIC CHECK SERVICES ELECTED BY MERCHANT. Merchant elects and agrees to the following Electronic Check Services as part of the Payment Device Processing Services, as such Electronic Check Services are described in this Schedule E and in the Electronic Check Services Merchant Operating Guide (the "ECS MOG"):

Electronic Check Services General Requirements and the ECS MOG – All additional services will be selected by a Joinder Merchant, and applicable fees will be set forth in a Joinder to the Payment Device Processing Agreement

Processing Options (check desired options):

- | | |
|----------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> POP (Point of Purchase entries) | <input type="checkbox"/> WEB (Internet-initiated entries) |
| <input type="checkbox"/> BOC (Back Office Conversion entries) | <input type="checkbox"/> TEL (Telephone-initiated entries) |
| <input type="checkbox"/> ARC (Account Receivable Conversion entries) | <input type="checkbox"/> PPD (Prearranged Payment and Deposit entries) |

Image Options (check one):

- | | |
|--------------------------------------------------|------------------------------------------------------------|
| <input type="checkbox"/> POS with Image | <input type="checkbox"/> Centralized/Enterprise Image (CI) |
| <input type="checkbox"/> Cash Office Image (COI) | <input type="checkbox"/> Outsourced Image (OI) |

Delivery Method (check one):

- | | |
|------------------------------------------|-----------------------------------------|
| <input type="checkbox"/> Visa Online | <input type="checkbox"/> EnCircle Batch |
| <input type="checkbox"/> EnCircle Online | <input type="checkbox"/> Elavon Batch |
| <input type="checkbox"/> Visa Batch | |

Service Levels (check one unless combination service is desired):

- | | |
|------------------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Conversion with Guarantee | <input type="checkbox"/> Conversion with Verification |
| <input type="checkbox"/> Conversion with Verification and Collections* | <input type="checkbox"/> Conversion Only |
| <input type="checkbox"/> Conversion Only with Collections* | |

*A separate collections agreement is required. Collections service not available for use with WEB, TEL or PPD Transactions.

- Schedule E-1, ECS Additional Services Supplement
- Exhibit A to Schedule E-1, Fees for Additional ECS Services
- Exhibit B to Schedule E-1, Hold Check Agreement

Capitalized terms used and not otherwise defined in this Schedule shall have the meanings ascribed to them in the Agreement or the ECS Rules (including in the ECS MOG and the ECS Primer).

IN WITNESS WHEREOF, the parties hereto have executed this Schedule E to the Agreement.

Commonwealth of Virginia,
Department of Treasury

By: Manju Ganeriwala
Name: manju S. Ganeriwala
Title: Treasurer of Va.

ELAVON, INC.

By: [Signature]
Name: Timothy I. Miller
Title: Senior Vice President
Date: 2/4/10
(Schedule E "Effective Date")

MEMBER

By: [Signature]
Name: Timothy I. Miller
Title: Senior Vice President



Section A - Electronic Check Services General Requirements

In the course of its acceptance and use of ECS, Merchant represents, warrants and covenants the following:

- 1) Merchant shall comply with and be bound by (a) the ECS Rules, including the ACH Rules, the ECS MOG and the ECS Primer, and (b) Laws, including, but not limited to, the Check Clearing for the 21st Century Act and Regulation CC, Article 3 and Article 4 of the Uniform Commercial Code as in effect in the applicable state(s), the Electronic Fund Transfer Act and Regulation E, and the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act.
- 2) Merchant shall pay the fees for ECS as set forth in the Schedule A, Schedule of Fees, to the Agreement, and in any exhibits or attachments to this Schedule.
- 3) In the event Merchant accepts for ECS any Paper Check that is ineligible as specified in the ECS MOG for any reason, such Transaction is subject to Chargeback. Merchant may be liable for the face value of the Paper Check and any actual damages related to or arising out of processing a Transaction that has been charged back.
- 4) Merchant shall cause a Check Reader/Imager to be readily available for use at all Merchant locations.
- 5) Merchant must use commercially reasonable procedures to verify the identity of each Customer that presents a Paper Check for payment.
- 6) Merchant shall be solely responsible for providing Customers with notifications and disclosures in connection with ECS, including, but not limited to, posting all point of sale signage and distributing all Customer takeaways and all notices and disclosures required to be provided under the ECS Rules and Laws.
- 7) Merchant may use the ECS only in connection with the presentment and acceptance of a Paper Check in payment for goods or services sold by Merchant, or in payment for an obligation owed to Merchant, and only in compliance with the ECS Rules. Merchant shall be the sole user of the ECS, and Merchant may not resell or otherwise transfer any portion of ECS (or any associated information) in whole or in part to any other Person.
- 8) Merchant represents and warrants, with respect to all ECS Transactions submitted for processing by Elavon, that (i) the Customer has duly authorized the debiting of the Customer's account for the amount of the ECS Transaction in accordance with Laws, (ii) the Transaction represents an obligation of the Person who is tendering the Paper Check, and (iii) the ECS Transaction is for merchandise actually sold or rented, for services actually rendered, or for the actual amount due and owing from the Customer to Merchant, in each case for the actual price of such merchandise or services (including tax) or for the actual amount due and owing to Merchant. Merchant represents and warrants that no portion of any ECS Transaction involves any element of Merchant's extension of credit.
- 9) Merchant may not use ECS for merchandise returns or refunds, as ECS does not support this function. Merchandise returns or refunds must be handled outside ECS by direct negotiation between Merchant and the Customer.
- 10) Merchant is responsible to Elavon for any Transaction charged back by Elavon or its agent in accordance with the Agreement, including the ECS MOG, and for any fines or penalties incurred as a result of Merchant's non-compliance with Laws or the ECS Rules. Merchant agrees to immediately pay to Elavon or its agent (by means of debit or set-off initiated by Elavon or its agent, submission of payment by Merchant, or otherwise, at the sole option of Elavon), an amount equal to the amount of any ECS Transaction that is stopped, not settled, or charged back, as well as any related fees and charges.
- 11) Merchant must fully cooperate with all parties in the resolution of Customer disputes, as well as Chargebacks, returns, adjustments, representments, and errors in accordance with the ECS Rules and Laws.
- 12) All of the representations and warranties made to Visa as a Merchant pursuant to the Visa POS Check Service Operating Regulations and all of the representations and warranties an Originating Depository Financial Institution or a Third Party Sender is deemed to make on behalf of an Originator pursuant to the ACH Rules shall be deemed representations and warranties Merchant makes to Elavon and Member upon Merchant's submission of an Item or a Transaction for ECS processing.
 - a) Merchant acknowledges Visa's right to terminate or limit its relationship with Member. Merchant further acknowledges that Visa may permanently prohibit Merchant's participation in the Visa POS Check Service in the event of (A) fraudulent activity, (B) presenting a Transaction that was not the result of an act between Merchant and a Customer, (C) presenting a Transaction as a Customer-present Transactions where the Customer was not present at the point of sale or Merchant accepts previously voided Paper Checks, (D) repeated violations of the Visa POS Check Service Operating Regulations, or (E) any other activity that may result in undue economic hardship or damages to the goodwill of the Visa POS Check Service.
 - b) Merchant has satisfied all of the Merchant standards and obligations set forth in the Visa POS Check Service Operating Regulations and the Originator standards and obligations set forth



in the ACH Rules as of the Effective Date of this Schedule and shall continue to satisfy such standards and obligations during the Initial Term and any Renewal Term, as applicable.

- 13) Merchant is responsible for and will ensure that all information, including MICR data and payment amounts, are accurately captured from a Paper Check in accordance with the applicable ECS Rules, and that all such information is accurately reflected in the related Item Merchant sends to Elavon for processing through ECS. Merchant will not submit for clearing or settlement any physical Paper Check unless and until Elavon and Member have processed and settled a Chargeback to Merchant with respect to any Items created from such Paper Check.
- 14) Merchant will not disclose to third parties any information related to ECS Transactions including, but not limited to, Customer DDA information, driver's license number, telephone number, or social security number except as specified in the Agreement, including the ECS MOG. Merchant shall keep all such information confidential and secure, in accordance with the Agreement and Laws.
- 15) Merchant does not have the right to use ECS data for any purpose other than to support the ECS itself.
- 16) Merchant must treat all ECS documents, including, but not limited to, the Agreement, including the ECS Rules, the ECS MOG and ECS collateral material or related guides, as confidential and proprietary information and must protect it with the same degree of care as Merchant would protect its own confidential and proprietary information and as further specified in the Agreement.
- 17) Merchant's Agreement and use of the ECS may be terminated immediately by Elavon for failure to comply with the terms of this Schedule, the Agreement or Laws.

Section B – Glossary

- 18) **ABA Routing Number:** The ABA number that uniquely identifies the bank on which a check is drawn.
- 19) **Authorization:** A process where a Drawee Bank, processor, or Authorizing Agent approves a Transaction, including as specified in the Visa POS Check Service Operating Regulations.
- 20) **Authorizing Agent:** A third party designated by Elavon to provide approvals and declines for Transactions.
- 21) **Batch:** The total of the Transactions processed since a Merchant's last settlement.
- 22) **Chargeback:** For purposes of this Schedule, "Chargeback" means (i) a sales Transaction disputed by a Customer or an Item not in compliance with Conversion with Guarantee warranty provisions or ECS Rules; (ii) for all Service Levels other than Conversion with Guarantee, the face amount of any Item that is returned by the Drawee Bank or an ECS

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- Association to Elavon unpaid and that is ineligible for resubmission to the Drawee Bank or the ECS Association, including any Item returned for non-sufficient or uncollected funds after the third presentment; and (iii) for all Service Levels, an Item that is not in compliance with Merchant's obligations, representations and warranties under the Agreement or this Schedule.
- 23) **Check Reader/Imager:** A device certified by Elavon that electronically captures the MICR line and/or an image of the Paper Check.
 - 24) **Check Replacement Document:** A Demand Draft, Photo-In-Lieu, or Substitute Check.
 - 25) **Demand Draft:** A negotiable instrument drawn on the Customer's checking account that is created from transaction data included in an Item and that does not bear the Customer's signature but that is authorized by the Customer and is able to be processed via standard check processing methods.
 - 26) **Drawee Bank:** The financial institution where a Customer maintains a checking account on which a Paper Check that serves as the source document to generate an Item at the POS Device is drawn.
 - 27) **ECS Primer:** The detailed information relating to ECS processes and implementation provided by Elavon to Merchant, which must be used by Merchant in conjunction with the technical specifications and certification requirements provided by Elavon to promote integrated point of sale system connectivity and integration between Merchant and Elavon.
 - 28) **ECS Rules:** Means (a) all applicable rules and operating regulations of or applicable to the ECS Associations, (b) the ECS MOG, and (c) the ECS Primer, in each case including without limitation, all amendments, changes, and revisions made thereto from time to time.
 - 29) **Item:** An electronic file or entry representing a Transaction that is created from the information captured by Merchant from a Paper Check using a Check Reader/Imager and that is forwarded by Merchant to Elavon or Member in accordance with the Agreement.
 - 30) **MICR:** The magnetic ink character read line encoded on a Paper Check that contains information about the Customer's checking account, including the ABA Routing Number and checking account number.
 - 31) **Paper Check:** A Customer's paper check presented to Merchant for payment to the Merchant, which check will serve as the source document for Items.
 - 32) **Participant:** An organization that agrees to comply with the Visa POS Check Service Operating Regulations, completes comprehensive certification testing with Visa, participates in one or more of the service levels, and performs functions and activities appropriate to participating in the Visa POS Check Service.
 - 33) **Photo-In-Lieu:** A photocopy of a Paper Check, other than a Substitute Check.



- 34) **Substitute Check:** A draft that includes images of the front and back of the original Paper Check and that may meet the requirements for a "Substitute Check" under the Check Clearing for the 21st Century Act and related regulations.
- 35) **Visa POS Check Service:** Visa's proprietary check clearing product which utilizes the VisaNet network to offer direct checking account access to authorize, clear and settle consumer checks drawn on banks participating in this service.
- 36) **Visa POS Check Service Operating Regulations:** A set of specifications, guidelines, and principles defined by Visa that govern the operation and flow of information for transactions participating in the Visa POS Check Service.



Commonwealth of Virginia

Electronic Check Services fees – The pricing provided is negotiable depending on the specific check volumes and programs needs of each of the Commonwealth's many Agencies

ECS Conversion only - \$0.188 per transaction

ECS Conversion w/Verification - \$0.20 per transaction

ECS Conversion w/Guarantee – 1.53% + \$0.10 per transaction

ECS Returns - \$1.00 per return *(applies to Conversion only and Conversion w/Verification)*

ECS monthly minimum of \$25.00 per Merchant ID when using the Guarantee service

ECS monthly minimum of \$10.00 per Merchant ID when using the Conversion only and Conversion with Verification service

On-line reporting - \$21.95 per user Id per month

** Maximum check amount for the pricing listed above is \$2,000.00