AMENDMENT No. 3 TO THE MASTER SERVICES AGREEMENT

This Amendment No. 3 to Master Services Agreement ("Amendment") is made and entered into by and between First Data Merchant Services Corporation ("FDMS") and/or its Affiliates (collectively, "Provider") and Citicorp Payment Services, Inc. ("Bank") (Provider and Bank are referred to, collectively, as "Servicers") and , ("Customer") as of this ____ day of ____________________, 2014 ("Amendment Effective Date"), to amend and supplement that certain Master Services Agreement between the parties dated June 7, 2012 (as amended, collectively, the "Agreement").

In consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Servicers and Customer do hereby agree as follows:

I. Amendment of Section 2, Term. The parties acknowledge that the term of the Corporate Agreement has been extended until August 1, 2017, subject to the early termination provisions set forth in the Corporate Agreement, and that the Agreement is coterminal with the Corporate Agreement, unless earlier terminated in accordance with the terms of the Agreement and/or any Addenda thereto. Additionally, Section 2 of the Agreement is hereby amended to add the following at the end of Section 2:

For the avoidance of doubt, any early termination of the Corporate Agreement pursuant to Section 2 of the Corporate Agreement shall result in the corresponding termination of this MSA, whereupon CUSTOMER may avail itself of post-termination Transition Assistance as set forth in the Bankcard Addendum.

II. Amendment of Section 4, Indemnification. Section 4.2(v) shall be deleted in its entirety and replaced as follows:

“any alleged or actual infringement or alleged or actual misappropriation of any patent, copyright, trademark, service mark, trade secret or other proprietary intellectual property right of a third party ("Intellectual Property") with respect to the Services or any other process, deliverable, documentation, Equipment or Software provided by Provider or Bank under this MSA, and Addenda hereto (including under any Equipment Lease or Purchase Agreement) (the "Provider’s IP"), or Customer’s use thereof ("Intellectual Property Infringement Claim"), except to the extent such Intellectual Property Infringement Claim is caused by or arises out of: (a) Customer’s use of any part of Provider’s IP or the Services in a manner that is protected under this MSA or any Addenda hereto, provided that such Intellectual Property Infringement Claim would not have occurred but for such use by Customer in a manner prohibited under this MSA or any Addenda hereto; or (b) the selection, by or at the direction of Customer, of settings, options or parameters on the application software that are capable of being changed by Customer (or at the direction of Customer) but only to the extent that the infringement or other violation alleged in the Intellectual Property Infringement Claim would not have occurred but for such selection; or (c) Customer’s use, assembly, configuration, or operation of any part of Provider’s IP or the Services (including any element, step, component, process, system, or portion of the Provider’s IP or the Services) in combination with all or any part of the other software, equipment, Services, processes, elements, steps, components, or systems not provided, authorized or approved by PROVIDER ("Customer's Combinational Use"), but only to the extent that the infringement or other violation alleged in the Intellectual Property Intellectual Property Infringement Claim would not have occurred but for Customer’s Combinational Use.”

For the avoidance of doubt, the last full paragraph of Section 4.2, beginning with the words “If any Intellectual Property”, shall remain unchanged and in full force and effect.

III. Amendment of Section 5, Warranties; Exclusion of Consequential Damages; Limitation on Liability. Section 5 shall be deleted in its entirety and replaced as follows:

"5.1 Disclaimer of Warranties. THIS MSA AND ANY ADDENDA IS AN AGREEMENT FOR SERVICES AND EXCEPT AS EXPRESSLY PROVIDED IN THIS MSA AND ANY ADDENDA, FDMS AND ITS AFFILIATES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CUSTOMER OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (REGARDLESS OF ANY COURSE OF DEALING, CUSTOM OR USAGE OF TRADE) OF ANY SERVICES OR ANY GOODS PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

5.2 PROVIDER'S Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS MSA OR ANY ADDENDA TO THE CONTRARY, IN NO EVENT SHALL PROVIDER, ITS AFFILIATES OR ANY OF ITS DIRECTORS, OFFICERS OR EMPLOYEES AGGREGATE LIABILITY DURING THE TERM OF THIS MSA AND/OR ANY ADDENDA, TO CUSTOMER FOR ALL ACTIONS, SUITS, HEARINGS, PROCEEDINGS, INVESTIGATIONS, CHARGES, COMPLAINTS, CLAIMS, DEMANDS, INJUNCTIONS, JUDGMENTS, ORDERS, DECREES, RULINGS, LOSSES, AMOUNTS PAID IN SETTLEMENT, PENALTIES, FINES,
DAMAGES (INCLUDING PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES TO THE EXTENT PERMITTED UNDER THE MSA AND ANY ADDENDA), LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES AND EXPENSES INCURRED IN INVESTIGATING, PREPARING OR DEFENDING ANY CLAIMS COVERED HEREBY FOR ANY CAUSE WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATED TO THIS MSA OR ANY ADDENDA) AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY (COLLECTIVELY, THE “LOSSES”), SHALL BE LIMITED TO THE GREATER OF: (1) TEN THOUSAND DOLLARS ($10,000); AND (2) FIVE TIMES THE AMOUNT OF FEES PAID BY CUSTOMER TO PROVIDER FOR THE SERVICES PERFORMED IN THE PRECEDING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION FIRST AROSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATION SET FORTH IN THIS SECTION 5.2 SHALL NOT APPLY TO LOSSES ARISING FROM PROVIDER’S: (A) GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (B) INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 4.2(V) OF THE AGREEMENT (AS AMENDED); (C) BREACH OF ITS DATA SECURITY OBLIGATIONS UNDER THE AGREEMENT AND/OR ANY ADDENDA; AND (D) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS (EXCLUDING DATA SECURITY CLAIMS WHICH ARE COVERED IN SUBSECTION 5.2(C) ABOVE), UNDER THE MSA AND/OR ANY ADDENDA (WHICH SHALL BE SUBJECT TO THE SPECIAL LIABILITY CAP DESCRIBED IN SECTION 5.4).

5.3 CUSTOMER’S Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS MSA OR ANY ADDENDA TO THE CONTRARY, IN NO EVENT SHALL CUSTOMER, IT’S AFFILIATES OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, AGGREGATE LIABILITY DURING THE TERM OF THIS MSA AND/OR ANY ADDENDA, TO PROVIDER FOR ALL LOSSES SHALL BE LIMITED TO THE GREATER OF: (1) ONE HUNDRED THOUSAND DOLLARS ($100,000); AND (2) FIVE TIMES THE AMOUNT OF FEES PAID BY CUSTOMER TO PROVIDER FOR THE SERVICES PERFORMED IN THE PRECEDING TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION FIRST AROSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATION SET FORTH IN THIS SECTION 5.3 SHALL NOT APPLY TO LOSSES ARISING FROM CUSTOMER’S: (A) GROSS NEGLIGENCE OR WILFUL MISCONDUCT; (B) BREACH OF CUSTOMER’S DATA SECURITY OBLIGATIONS UNDER THE AGREEMENT AND/OR ANY ADDENDA; (C) LIABILITY FOR ANY CHARGEBACKS OR ADJUSTMENTS MADE IN CONNECTION WITH SETTLEMENT OF CUSTOMER’S TRANSACTIONS; (D) OBLIGATION TO REIMBURSE PROVIDER FOR ANY THIRD PARTY FEES AND OTHER PASS THROUGH COSTS (HOWEVER DEFINED BY THE CARD ORGANIZATIONS) UNDER THE BANKCARD ADDENDUM, AND (E) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS (EXCLUDING DATA SECURITY CLAIMS WHICH ARE COVERED IN SUBSECTION 5.3(B) ABOVE), UNDER THE MSA AND/OR ANY ADDENDA (WHICH SHALL BE SUBJECT TO THE SPECIAL LIABILITY CAP DESCRIBED IN SECTION 5.4).

5.4 Special Liability Cap. SUBJECT TO SECTION 5.5, NOTWITHSTANDING ANYTHING IN THIS MSA OR ANY ADDENDA TO THE CONTRARY, IN NO EVENT SHALL THE AGGREGATE LIABILITY DURING THE TERM OF THIS AGREEMENT AND/OR ANY ADDENDA OF EACH PARTY, THEIR RESPECTIVE DIRECTORS, OFFICERS, OR EMPLOYEES, FOR ANY LOSSES (INCLUDING INDEMNIFICATION OBLIGATIONS), WHERE ANY PORTION OF SUCH LOSSES ARISE OUT OF OR ARE DIRECTLY RELATED TO SUCH PARTY’S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS (EXCLUDING DATA SECURITY CLAIMS WHICH ARE COVERED ELSEWHERE IN THIS MSA) IN CONNECTION WITH THIS MSA OR ANY ADDENDA AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL BE LIMITED TO THE GREATER OF: (1) ONE HUNDRED THOUSAND DOLLARS ($100,000); AND (2) FIVE TIMES THE AMOUNT OF FEES PAID BY CUSTOMER TO PROVIDER FOR THE SERVICES PERFORMED IN THE PRECEDING TWELVE (12) MONTHS PRECEDING THE DATE THE CAUSE OF ACTION FIRST AROSE.

5.5 Exclusion of Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS MSA OR ANY ADDENDA TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY, THEIR RESPECTIVE AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PARTY OR ANY ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, PROVIDED, HOWEVER, THAT TO THE EXTENT A PARTY (A) REASONABLY BELIEVES IT IS REQUIRED TO PAY ANY SUMS, (B) INCURS ANY COSTS, INCLUDING ATTORNEYS’ FEES AND COSTS, (C) SUFFERS ANY LOSSES, (D) IS THREATENED WITH OR BECOMES A PARTY TO A CLAIM, SUIT OR CONTROVERSY IN ANY FORUM, (E) IS THREATENED WITH OR IS LEVIED ANY FINES, SPECIAL ASSESSMENTS, PENALTIES OR OTHER CHARGES, OR (F) BECOMES THE SUBJECT OF AN INVESTIGATION BY ANY PERSON OR ENTITY, INCLUDING ANY CARD ISSUERS, CARD ORGANIZATION, PCI, THE FEDERAL TRADE COMMISSION AND ANY OTHER LOCAL, STATE, FEDERAL OR OTHER GOVERNMENT REGULATORY OR ADMINISTRATIVE, OR LAW ENFORCEMENT AGENCY, DUE TO THE UNAUTHORIZED DISCLOSURE OF CARDHOLDER DATA RESULTING FROM THE OTHER PARTY’S BREACH OF THEIR RESPECTIVE DATA SECURITY OBLIGATIONS REFERENCED IN SECTION 5.5 ABOVE.
The following shall be considered direct damages and neither party shall assert
that they are lost profits, lost revenues, lost business opportunities, exemplary,
punitive, special, incidental, indirect or consequential damages: (1) the cost to a party
of making legally-required notifications in the event of a breach of such party’s data
security obligations under the MSA or any Addenda; (2) the cost to a party of
providing six (6) months of credit monitoring (or such longer period as required by
any applicable law, governmental regulation or industry regulation such as PCI, card
organizations or card issuers) for those cardholders whose personal data was or
may have been compromised by the breach; (3) the cost associated with card issuers
(banks and others) seeking to recover the costs of reissuing cards processed
under the MSA or any Addenda; (4) any fines, special assessments, penalties and
other charges from card issuers, card organization, PCI, the federal trade
commission and any other local, state, federal or other government regulatory or
administrative, or law enforcement agency; and (5) reasonable legal fees and
associated costs incurred in connection with any of the foregoing, as outlined in
subsections (1) through (4), inclusive, of this Section 5.5.

5.6 For the avoidance of doubt, in the event an act or omission or series of related
acts or omissions (the “underlying facts”) results in a breach of this agreement that
gives rise to a claim by either party under this agreement, then the claiming party may
only seek to recover damages arising from the underlying facts pursuant to the
terms of this agreement but cannot pursue a claim arising from the underlying facts
under both this agreement and the corporate agreement. Nothing in this section
shall modify or amend in any way any term or provision of any other term or provision
of this agreement or the corporate agreement”

IV. Amendment of Section 14, Force Majeure. Section 14 of the Agreement is hereby amended in its entirety to
read as follows:

Each party shall not be held responsible for any delays in or failure or suspension of performance of its
obligations under this Agreement, other than the payment of money, to the extent that such delay, failure or
suspension: (a) is caused by any outbreak or escalation of hostilities, war, revolution, civil commotion, acts
of public enemies, riots, terrorism or civil disorders; fire, earthquake, flood, acts of God, lighting, or other severe
weather; shortages of materials, embargo, blockade or rationing, or any law, order, proclamation, regulation,
ordinance, demand or requirement having legal effect of any government or any judicial authority or
representative of any such government, which are beyond the reasonable control of a party (each a “Force
Majeure Event”); and, (b) could not have been prevented or circumvented by the non-performing party: (i) by
using commercially reasonable efforts to provide substitute services, alternate sources and work-around plans
(ii) having implemented commercially reasonable security measures and disaster recovery plans.

The non-performing party shall not be excused under this Section for (i) any non-performance of its obligations
under this Agreement having a greater scope or longer period than is justified by the Force Majeure Event, or
(ii) the performance of obligations that should have been performed prior to the Force Majeure Event. If either
party is prevented from or delayed in performing any of its obligations under this Agreement by a Force
Majeure Event, it will promptly, or as soon as reasonably practicable, notify the other party verbally (to be
confirmed in writing within twenty four (24) hours of the inception of the delay) of the occurrence of a Force
Majeure Event and describe, in reasonable detail, the circumstances constituting the Force Majeure Event and
of delays or anticipated delays in the performance of such party’s obligations. Such party will continue to use
commercially reasonable efforts to recommence performance whenever and to whatever extent possible
without delay.

V. Amendment of Annex 1. Section 1.23 (definition of the term “Equipment” is amended to add the following
sentence to the end thereof: “For the avoidance of doubt, Customer is not required to use any First Data
Terminals or other equipment described in Schedule B”.

VI. Amendment of Schedule A – Fee Schedule. Section 1(a) of Schedule A* to the Agreement shall be amended by
replacing the table in its entirety with the following:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Consecutive Twelve Month Transaction Count Total</th>
<th>Transactions Authorized via Dial or IP</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>0 – 500,000,000</td>
<td>$0.007</td>
</tr>
<tr>
<td>II</td>
<td>500,000,001 – 750,000,000</td>
<td>$0.0065</td>
</tr>
<tr>
<td>III</td>
<td>750,000,001 and above</td>
<td>$0.006</td>
</tr>
</tbody>
</table>
*The Fees shall be effective on the last day of the month following the month during which PROVIDER has both provided this Amendment to Customer and notified Corporate that it has done so (the last day of such month being the “Fee Effective Date”). If Customer executes this Amendment prior to the Fee Effective Date, the Fees contained in Schedule A (including those set forth in Attachment I, Attachment II and Attachment III) are retroactive for the period of January 1, 2014 through the Fee Effective Date (“Retroactive Period”). As such, upon the execution of this Amendment, but only to the extent Customer executes this Amendment on or prior to the Fee Effective Date, PROVIDER will credit CUSTOMER the difference between the transaction fees paid for the Services in excess of the transaction fees contained in this Amendment, for any transactions processed during the Retroactive Period (“Invoice Credit”). The Invoice Credit will be applied to CUSTOMER’S invoice within ninety (90) days following the Amendment Effective Date. Customer shall not be eligible for an Invoice Credit or retroactive pricing if this Amendment is executed after the Fee Effective Date.

VII. Amendment of Attachment II to Schedule A – Other Card Services. Section 1 of Attachment II to Schedule A to the Agreement shall be amended by replacing the table in its entirety with the following table:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Consecutive Twelve Month Transaction Count Total</th>
<th>Transactions Authorized via Dial or IP</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>0 – 500,000,000</td>
<td>$0.007</td>
</tr>
<tr>
<td>II</td>
<td>500,000,001 – 750,000,000</td>
<td>$0.0065</td>
</tr>
<tr>
<td>III</td>
<td>750,000,001 and above</td>
<td>$0.006</td>
</tr>
</tbody>
</table>

VIII. Amendment of Attachment III Debit Transaction Addendum. Section 26 of Attachment III to the Agreement shall be amended by replacing the table in its entirety with the following table:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Consecutive Twelve Month Transaction Count Total</th>
<th>Transactions Authorized via Dial or IP</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>0 – 500,000,000</td>
<td>$0.007</td>
</tr>
<tr>
<td>II</td>
<td>500,000,001 – 750,000,000</td>
<td>$0.0065</td>
</tr>
<tr>
<td>III</td>
<td>750,000,001 and above</td>
<td>$0.006</td>
</tr>
</tbody>
</table>

IX. Amendment of Schedule B – Equipment Service & Support. Section 3 of Schedule B to the Agreement shall be amended to add the following to the existing table:

<table>
<thead>
<tr>
<th>Approved Equipment Type</th>
<th>Purchase</th>
<th>Rental Month-to-Month</th>
<th>Lease (12 Month Term)</th>
<th>Lease (24 Month Term)</th>
<th>Lease (36 Month Term)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Data FD130 Terminal</td>
<td>$549.00 ea.</td>
<td>$39.99</td>
<td>$34.94 ea.</td>
<td>$32.44 ea.</td>
<td>$29.94 ea.</td>
</tr>
</tbody>
</table>

-Tax on leased Terminals not included in above pricing. An annual Tax Handling Fee per Terminal will be assessed.

-Terminal deployment fee of $45.00 per Terminal (inclusive of shipping charges).

-All Terminals leased pursuant to this schedule shall be in the swap replacement program, at no additional cost to Customer, during the term of lease. Swap replacement includes, but not limited to, replacement and call tag pick-up of defective Terminal.

The FD100 pricing set forth in this Section 3 shall apply to existing FD100 Terminals. Customer acknowledges that FD100 Terminals are no longer offered by Provider (which is optional equipment).

X. Amendment of Attachment I to Schedule B – Equipment Lease Agreement. Section 4 of Attachment I to Schedule B to the Agreement shall be amended to add the following to the existing table:

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Lease (12 Month Term)</th>
<th>Lease (24 Month Term)</th>
<th>Lease (36 Month Term)</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Data FD130 Terminal</td>
<td>$34.94 ea.</td>
<td>$32.44 ea.</td>
<td>$29.94 ea.</td>
</tr>
</tbody>
</table>

-Tax on leased equipment not included in above pricing. Annual Tax Handling Fee of $10.20 per Terminal will be assessed.

-Terminal deployment fee of $45.00 per leased terminal (inclusive of shipping charges). Terminal deployment fee inclusive of any additional equipment that is shipped with terminal.

The FD100 pricing set forth in this Section 4 shall apply to existing FD100 Terminals. Customer acknowledges that FD100 Terminals are no longer offered by Provider (which is optional equipment).

XI. Amendment of Attachment II to Schedule B – Equipment Purchase Agreement. Section 4 of Attachment II to Schedule B to the Agreement shall be amended to include the following (which is optional equipment):

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Purchase Price</th>
</tr>
</thead>
</table>
The FD100 pricing set forth in this Section 4 shall apply to existing FD100 Terminals. Customer acknowledges that FD100 Terminals are no longer offered by Provider.

XII. Amendment of Bankcard Addendum. As set forth in the first paragraph, on the first page of the Bankcard Addendum (the “Bankcard Addendum First Paragraph”), the Bank acknowledges and agrees that (a) the term “PROVIDER” as used in Section 4.2(v) and Section 5 of the Agreement, as amended by this Amendment, shall also include the Bank for purposes of the Bankcard Addendum and (b) subsections (ii) and (iii) of the First Paragraph shall apply to Section 5 and Section 14 of the Agreement, as amended by this Amendment. Additionally, Section 2.2 of the Bankcard Addendum shall be amended to add the following sentence as the last sentence thereof: “For the avoidance of doubt, Customer is not required to use any First Data Terminals or other equipment described in Schedule B”.


(a) The numeral “2” in Annex 2, Restricted Data – Data Privacy and Security Requirements shall be changed to the numeral “3”, such that the new name shall be “Annex 3, Restricted Data – Data Privacy and Security Requirements”.

(b) Section 2 shall be amended by adding the following sentence:

Any lawful request by law enforcement or other governmental agency or the Card brands to withhold notification to CUSTOMER of a Security Breach shall not relieve PROVIDER of its obligation to take the steps to remedy the Security Breach as set forth in subparagraph (c) and elsewhere in this Annex 2 and the Agreement.

(c) The second sentence in subparagraph (a) of Section 2 shall be amended in its entirety to read as follows:

PROVIDER shall notify CUSTOMER of a Security Breach by e-mailing with a read receipt to _______________ and to _______________ with copies to CUSTOMER’s Chief Information Officer at _______________ and CUSTOMER’s General Counsel at _______________ and to PROVIDER’s primary business contact assigned to work fulltime within CUSTOMER, or to such other addresses as CUSTOMER may hereafter provide.

(d) Subparagraph (d) of Section 2 shall be amended by adding the following sentence:

In the event of any disclosure of any kind of a Security Breach pursuant to subparagraph (d) above, or of any Customer Data pursuant to subparagraph (b) of Section 3 of this Annex 2 to any third party or other person by PROVIDER without first obtaining CUSTOMER’s prior consent due to such disclosure being required by regulators or applicable law or Rules, PROVIDER, to the extent allowed by applicable law, regulator or the Rules, will: (i) promptly notify CUSTOMER of the request’s or order's terms and the circumstances surrounding its issuance; (ii) consult in good faith with CUSTOMER regarding possible responses to the request or order and, if requested by CUSTOMER, make commercially reasonable efforts to narrow the request’s or order's scope, obtain a protective order from a court, or make the disclosure, produce documents and provide information being required to be disclosed to the court or government body under seal, or to the non-governmental party with appropriate instructions regarding preservation of the CUSTOMER's confidentiality and Customer Data confidentiality, if applicable; and (iii) if disclosure is required to prevent PROVIDER from being subjected to contempt sanctions or other penalties, disclose only such information or documentation that in the opinion of counsel reasonably acceptable to PROVIDER, PROVIDER, is legally required to be disclosed, consistent with a reasonable interpretation of the request or order.

(e) Subparagraph (a) of Section 5 shall be amended in its entirety to read as follows:

PROVIDER shall conduct site audits of each of its facilities' Information Technology controls (Statement on Standards for Attestation Engagements No. 16 ,Service Organization Controls Type II report (“SSAE 16, SOC 1,
Type II Report”) including but not limited to, information security controls including network-level vulnerability assessments performed by a recognized third-party audit firm based on the recognized industry best practices.

(f) Subparagraph (b) of Section 5 shall be amended in its entirety to read as follows:

Upon CUSTOMER’s written request PROVIDER will make available to CUSTOMER for review all SSAE 16, SOC 1 Type II Reports, and written verification from PROVIDER’s Payment Application Qualified Security Assessor (“PA-QSA”) or other qualified and PCI approved security assessor that all systems and applications used by PROVIDER to provide the Services are PCI DSS and PA DSS compliant and validated according to the applicable PCI DSS and PA DSS. CUSTOMER agrees to treat such audit reports and security verification as Confidential Information under the MSA. Upon CUSTOMER's written request, following receipt of PROVIDER’s most recent SSAE 16, SOC, Type II Report; PROVIDER will address CUSTOMER’s questions regarding exceptions noted in the report with PROVIDER’s corrective action.

XIV. Addition of Schedule G - First Data Global Gateway e4 Service Addendum. The Agreement shall be amended to include a new Schedule G titled First Data Global Gateway e4 Service Addendum attached hereto and incorporated herein by reference.

XV. Agreement Confirmation. The provisions of the Agreement which are amended pursuant to Sections II, III, IV and XIII of this Amendment shall apply from and after the Amendment Effective Date, for all matters first occurring on or after the Amendment Effective Date. Except as otherwise amended hereby, the Agreement is hereby ratified in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized officers, all as of the day and year first written above.

CITICORP PAYMENT SERVICES, INC. (BANK)

BY: ________________________________
TITLE: ______________________________
DATE: ______________________________

BURGER KING CORPORATION (CUSTOMER)

BY: ________________________________
TITLE: ______________________________
DATE: ______________________________

FIRST DATA MERCHANT SERVICES CORPORATION (“FDMS”)

BY: ________________________________
TITLE: ______________________________
DATE: ______________________________
SCHEDULE G
FIRST DATA GLOBAL GATEWAY e4SM SERVICE ADDENDUM

This First Data Global Gateway e4SM Service Addendum ("Service Addendum") for the First Data Global Gateway e4SM service dated as of __________, 20__ (the "Effective Date"), supplements and amends the terms of the Master Services Agreement (the "Agreement") dated January 30, 2009 between First Data Merchant Services Corporation ("FDMS") and Burger King Corporation ("CUSTOMER") solely with respect to CUSTOMER's use of the First Data Global Gateway e4, under this Service Addendum. For the avoidance of doubt, the continuing provision of Services by FDMS under the Agreement and/or any Addenda other than this Service Addendum, even if via the First Data Global Gateway e4, shall be governed by and in accordance with the Agreement and/or any Addenda other than this Service Addendum and not by any of the terms of this Service Addendum, and this Service Addendum is not intended to, and shall not, modify, alter or in any way amend or limit the liability, warranties or other obligations of FDMS for any and all Services provided and to be provided under the Agreement and/or any Addenda other than this Service Addendum. Bank is not a party to this Service Addendum and Bank is not liable to CUSTOMER in any way with respect to this Service Addendum, and any Services provided or to be provided by the Bank through CUSTOMER's use of the First Data Global Gateway e4 shall be governed by and in accordance with the Agreement and not by any of the terms and conditions of this Service Addendum. For purposes of this Service Addendum, the words "we", "our" and "us" refers to FDMS and its successors and assigns and the words "you" and "your" refer to CUSTOMER and its permitted successors and assigns. The terms of the Agreement between FDMS and CUSTOMER are incorporated herein and the parties hereto agree to be bound by such terms. Any capitalized terms used in this Service Addendum and not specifically defined herein are given the meaning ascribed to them in the Agreement.

In consideration of the mutual promises and covenants hereinafter contained in this Service Addendum, the parties hereby agree as follows:

1. Term; Termination; Pricing.

1.1 Term and Termination. This Service Addendum shall commence as of the Effective Date and shall remain in effect until the earlier of (1) the termination of the Agreement and (2) the date this Service Addendum is terminated by FDMS or Corporate as provided in the Corporate Agreement. Additionally, we may suspend your access to the First Data Global Gateway e4 without prior notice with cause. For purposes of this Service Addendum the term "cause" in addition to cause as defined under the Agreement, shall mean significant activity by CUSTOMER is detected (which excludes a high volume of transactions) or the security or integrity of the First Data Global Gateway e4 is materially compromised. FDMS will make commercially reasonable efforts to provide prior notification to CUSTOMER of any such proposed suspension and provide CUSTOMER with a reasonable opportunity to cure, provided CUSTOMER and no other users are affected, and provided such cure is allowed by the Rules. If prior notification to CUSTOMER is not possible because such significant activity or security issue would materially and adversely affect other users of the First Data Global Gateway e4, then FDMS will provide notice of such suspension as promptly as possible thereafter with detailed information regarding the suspected fraudulent activity or security issue, as well as any other information that can assist CUSTOMER identify the root cause of the problem cited by FDMS for such suspension. Upon a determination by FDMS that CUSTOMER is not responsible for the fraudulent activity or security issue resulting in the suspension, the First Data Global Gateway e4 services and your license to the Software shall be re-activated and the services under this Service Addendum shall be re-commenced. Regardless of the reason for such suspension, you shall be responsible for the payment of all fees due up to and including the effective date of suspension.

1.2 Pricing. You will be charged the following fees:

<table>
<thead>
<tr>
<th>Tier</th>
<th>Consecutive Twelve Month Transaction Count Total</th>
<th>Fee Per Transaction*</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>0 – 100,000</td>
<td>$0.03</td>
</tr>
<tr>
<td>II</td>
<td>100,001 – 150,000</td>
<td>$0.025</td>
</tr>
<tr>
<td>III</td>
<td>150,001 – 250,000</td>
<td>$0.023</td>
</tr>
<tr>
<td>IV</td>
<td>250,001 and above</td>
<td>$0.02</td>
</tr>
</tbody>
</table>

*This First Data Global Gateway e4 Transaction Fee shall be waived until January 1, 2015.

You shall be required to execute a separate Service Addendum for the First Data Global Gateway e4 for each separate Merchant Account held by you that will contain/be subject to the same terms and conditions as are set forth in this Service Addendum.

2. License Grant.
2.1 **Software License.** Subject to the terms and conditions of this Service Addendum, we hereby grant you a royalty free, non-exclusive, non-transferable limited license to use the Software, during the term of this Service Addendum for the sole and limited purpose of submitting payment transactions to us for processing, and otherwise using our services as set forth in this Service Addendum. The Indemnification provisions set forth in Section 4.2(v) of the Agreement apply to this Service Addendum.

2.2 **Documentation License.** Subject to the terms and conditions of this Service Addendum, we hereby grant, and you hereby accept, a royalty free, non-exclusive, non-transferable limited license, without right of sublicense, to use the Documentation during the term of this Service Addendum for the sole and limited purpose of supporting your use of the Software and the First Data Global Gateway e4. You shall strictly follow all Documentation provided to you, as it may be amended from time to time by us, in our discretion. To the extent that there is any conflict between the Documentation and the terms of this Service Addendum, the terms of this Service Addendum shall govern and control.

2.3 **Use Restrictions.** You shall not: (i) use the Software in any way, other than in accordance with this Service Addendum, the Documentation or as otherwise instructed by us in writing; (ii) use the Software or Documentation, either directly or indirectly, to develop any product or service that competes with the products and services provided under this Service Addendum; (iii) disassemble, decompile, decrypt, extract, reverse engineer or modify the Software, or otherwise apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Software or any algorithm, process, procedure or other information contained in the Software, except as otherwise specifically authorized in accordance with this Service Addendum; (iv) provide the Software or Documentation to any third party, other than to your authorized employees and contractors who are required to maintain the confidentiality obligations which are no less restrictive than those in this Service Addendum; (v) make any copies of the Software or Documentation, except as is incidental to the purposes of this Service Addendum, or for archival purposes (any copies made hereunder shall contain all appropriate proprietary notices); (vi) rent, lease, assign, sublicense, transfer, distribute, allow access to, or time share the Software or Documentation; (vii) circumvent or attempt to circumvent any applicable security measures of the Software; (ix) attempt to access or actually access portions of the First Data Global Gateway e4 not authorized for your use; or (x) use the Software for any unlawful purpose.

2.4 **Updates.** From time to time we may, at our discretion, release Updates. In the event we notify you of any such Update, you shall integrate and install such Update into your Systems within a reasonable period of time following your receipt of such notice. You acknowledge that failure to install Updates in a timely fashion may impair the functionality of the Platform or any of our services provided under this Service Addendum. We will have no liability for your failure to properly install the most current version of the Software or any Update other than the obligation to provide you with a reasonable period of time to complete such installation, and we will have no obligation to provide support or services for any outdated versions of the Software.

2.5 **Licensors.** The licenses granted hereunder may be subject to other licenses currently held by us. Should any license held by us to certain technology or software be terminated or suspended, the corresponding license(s) granted to you hereunder shall also be terminated or suspended in our sole and absolute discretion. You acknowledge and agree to such potential termination or suspension and hereby waive any and all damages, whether actual, incidental or consequential resulting therefrom.

2.6 **Export Compliance.** You agree not to export or re-export the Software or any underlying information or technology except in full compliance with all applicable laws and regulations. In particular, but without limitation, none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported (i) to any country to which the United States has embargoed goods (or any national or resident thereof); (ii) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (iii) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations. If you have rightfully obtained the Software outside of the United States, you agree not to re-export the Software except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained the Software. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

2.7 **Federal Acquisition Regulations.** If you are 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 set forth 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. We are 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 shall be governed solely by the terms of this Service Addendum and shall be prohibited except to the extent expressly permitted by the terms of this Service Addendum.
2.8 Return/Destruction. Upon termination or expiration of this Service Addendum, all licenses granted hereunder shall immediately terminate, and within five (5) business days thereof, you shall either return to us or destroy the Software and the Documentation, and shall so certify to us in writing.

2.9 No other Licenses. Except as expressly provided above, no license for any patents, copyrights, trademarks, trade secrets or any other intellectual property rights, express or implied, are granted hereunder.


3.1 Integration with Your Systems. While we provide Software to you, you acknowledge that the Software itself is insufficient to allow your Systems to function with the Platform. Programming, development and maintenance of your Systems and their functionality are your sole responsibility. You have the sole responsibility to select and employ any competent programming agent(s) to accomplish the programming required to make your Systems function correctly with the Platform and the payment services contemplated hereunder ("Integration"). You shall be responsible for all technical support for your Systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete the Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration. Notwithstanding any other provision of this Service Addendum, you acknowledge that unless and until you complete the Integration, no services need be provided by us to you pursuant to this Service Addendum, except as otherwise specifically provided in Section 3.2 below. In addition, you acknowledge and agree that, even if you have completed Integration, if you have not entered into a valid merchant processing agreement with an authorized bank card processor, you cannot receive payment processing services through the First Data Global Gateway e4.

3.2 Set-Up Assistance Services. Subject to Section 3.1 above, upon your request to us, and upon payment of any applicable Fees, we will provide you with set-up services to assist with the Integration.

3.3 Shut Downs. We reserve the right, from time to time, without prior notice, to shut down and restart the Platform for maintenance and/or software upgrades for reasonable time periods of one minute or more.

3.4 Orders by Customers. You are solely responsible for accepting, processing, and filling any orders for purchases by your Customers through the First Data Global Gateway e4, and for handling any inquiries arising therefrom. You shall promptly respond to complaints by Customers. We are not responsible or liable for any unauthorized access to your data or your Systems by any means or device due to your use of the First Data Global Gateway e4 under this Service Addendum, unless directly related to our gross negligence or willful misconduct or that of our employees or agents, our failure to comply with our data security obligations under the Agreement or any Annex or Addenda thereto.

4. Security of Information. We will use commercially reasonable efforts to maintain the security of the Software and the Platform. You will use commercially reasonable efforts to maintain the security of your Systems. Such steps by you will be taken at your sole cost and expense, and shall include, without limitation: (i) creating firewalls to protect against unauthorized access to your Systems by your employees, contractors, Customers, or by any other person; and (ii) implementing reasonable protective techniques suggested by us. You further agree that you will be bound by and comply with all of our and all Bank Card Association security rules and regulations as they now exist or as each may be amended or supplemented from time to time. Notwithstanding the foregoing, the parties recognize that there is no guarantee or absolute security of information that is communicated over the Internet.

5. Privacy. We have adopted an online Privacy Statement to inform individuals as to our online collection and use of personal information. You agree that, during the term of this Service Addendum, you will adequately communicate and comply with an appropriate privacy policy explaining your online collection and use of the personal information of your Customers. Unless required by law, bankcard association rules, or done pursuant to this Service Addendum, you shall not, under any circumstances, sell, purchase, provide, or otherwise disclose any customer's account information, transaction information, or other personal information to any third party. You shall store all data securely. We may advise potential users of the services that we have a relationship with you.

6. Limitation of Liability. The parties acknowledge and agree that the limitations of liability set forth in this Service Addendum shall apply only to the First Data Global Gateway Ge4 services and are not intended to, and shall not, extend to any of the Services provided under the Agreement and/or any Addenda other than this Service Addendum. Accordingly, without in any way further limiting our liability with respect to the Services provided under the Agreement and/or any Addenda other than this Service Addendum, in addition to the limitation of liability provisions set forth in the Agreement, the following limitations shall apply to the First Data Global Gateway Ge4 Service:

6.1 General Limitations. We are not liable for the merit and legitimacy of the orders forwarded by you. All liability for validity of orders remains with you. We are not responsible for any data entry errors, Customer misrepresentations, or reporting errors resulting from your actions.
6.2 Other Damages. We will not be liable for any claims under this Service Addendum arising from: (a) any termination, suspension, delay or disruption of service (including billing for a service) by any common carrier, any third party internet service provider, or any communications network, facility; (b) any failed attempts by you or your Customers to access any Systems or to complete processing transactions, unless directly related to our gross negligence or willful misconduct; (d) any failure to transmit, obtain or collect data from Customers or for human, machine or software errors, unless directly related to our gross negligence or willful misconduct; or (e) or fault of your Customer’s erroneous input.

6.3 DISCLAIMER OF WARRANTIES. YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE FIRST DATA GLOBAL GATEWAY e4 ARE AT YOUR SOLE RISK. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS SERVICE ADDENDUM, WE MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND NO IMPLIED AT LAW WARRANTY SHALL ARISE FROM THIS SERVICE ADDENDUM, INCLUDING, WITHOUT LIMITATION: (A) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR (B) ANY WARRANTIES OF NONINTERFERENCE OR (WITHOUT LIMITING PROVIDER;S IP INFRINGEMENT OBLIGATIONS SET FORTH IN SECTION 4.2(V) OF THE AGREEMENT) NON-INFRINGEMENT; OR (C) ANY WARRANTIES THAT THE SOFTWARE OR FIRST DATA GLOBAL GATEWAY e4) WILL (1) MEET YOUR REQUIREMENTS; (2) OPERATE ACCORDING TO YOUR EXPECTATIONS; (3) PROVIDE ACCURATE DATA; OR (4) OPERATE UNINTERRUPTED OR ERROR FREE. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS SERVICE ADDENDUM, ANY AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY US AND WAIVED BY YOU. WE DO NOT WARRANT THAT ANY ERRORS WILL BE CORRECTED. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS SERVICE ADDENDUM, THE FIRST DATA GLOBAL GATEWAY e4 IS PROVIDED ON AN "AS-IS, WITH ALL FAULTS” BASIS. THIS DISCLAIMER OF WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. All decisions to reject any processing transaction or payment for your products or services are solely your responsibility.

7. Subcontractors. FDMS may subcontract all or part of the First Data Global Gateway Ge4 services using a variety of providers globally, but, notwithstanding any such subcontract, FDMS shall remain fully responsible for performance of the services, including ensuring the compliance of subcontractors with the terms of this Agreement applicable to such subcontractors, including but not limited to confidentiality and data security provisions which are no less restrictive than those set forth in the Agreement and/or any Addenda.

8. Survival. Upon termination or expiration of this Service Addendum, a party’s obligations shall cease except for those remaining or required to be performed following such termination. For the avoidance of doubt, the Definitions, the indemnification obligations set forth in Section 2.1 and the provisions of Sections 2.4, 2.6, 2.9, 2.10, 3, 4, and 5 shall survive the termination or expiration of this Service Addendum.
Capitalize terms used in this Service Addendum shall have the meanings ascribed to them in the Agreement. Additionally, as used in this Service Addendum, the following definitions apply:

"Documentation" means any and all manuals and other written materials in any form provided for use with the Software, as amended by us from time to time, the terms of which are incorporated in this Service Addendum as if fully set forth herein.

"First Data Global Gateway e4" means the Platform and Software and any Updates provided to you under this Service Addendum.

"Merchant Account" shall mean an account set up for a merchant that requires a card processor, bank, merchant i.d., terminal i.d., merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

"Operational Procedures" means our published policies and procedures contained in the various documents provided to you, as amended from time to time, concerning the Software or the services provided pursuant to this Service Addendum, the terms of which are incorporated in this Service Addendum as if fully set forth in this Service Addendum.

"Platform" means our operated, or approved, electronic payment platform(s) and/or gateway(s) through which the payment services contemplated under this Service Addendum are provided.

"Software" means all First Data Global Gateway e4 protocols, software components and other interfaces and software provided by us to you pursuant to this Service Addendum, and any and all Updates to such Software.

"Your Systems" means any web site(s) operated or maintained by you or on your behalf through which transactions are submitted for processing, and all your other associated systems.

"Updates" means an embodiment of the Software that provides enhancements and/or improvements.