

**City and County of San Francisco
Office of the Treasurer and Tax Collector**

Third Amendment

THIS AMENDMENT (this “Amendment”) is made as of May 1, 2023 in San Francisco, California, by and between Bank of America N.A., (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”).

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the performance period; and

WHEREAS, the Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal (“RFP”) issued on May 11, 2012 and this modification is consistent therewith; and

Whereas, the Third Amendment, dated October 25, 2022, previously signed by City and Contractor is hereby replaced and superseded by this Third Amendment dated May 1, 2023; and

WHEREAS, the City’s Board of Supervisors approved this Agreement by _____ on _____.

NOW, THEREFORE, Contractor and the City agree as follows;

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term “Agreement” shall mean the Agreement dated September 25, 2013 between Contractor and City including the Merchant Processing Agreement (“MPA”) attached thereto and incorporated therein, as amended by the:

- | | |
|-------------------|-------------------------|
| Amendment to MPA, | dated October 7, 2017 |
| First Amendment, | dated July 31, 2018, |
| Second Amendment, | dated July 8, 2021, and |
| Third Amendment, | dated May 1, 2023 |

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Term of the Agreement. Subject to Section 1, the term of this agreement shall be from August 15, 2013 to August 14, 2024.

2b. Appendix A. Appendix A, “Payment Solution Addendum”, as attached, is hereby added to the Agreement, and fully incorporated there within.

3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

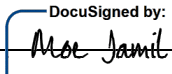
Recommended by:

Tajel Shah
Chief Assistant treasurer
Office of the Treasurer and Tax Collector



Approved as to Form:

David Chiu City Attorney

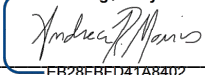
By: 

Moe Jamil
Deputy City Attorney

CONTRACTOR

Bank of America, N.A.

Andrea Morris Senior Vice President
Bank of America, N.A.


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City Vendor Number: 2827
City Supplier ID: 24733

Appendix A
PAYMENT SOLUTIONS ADDENDUM

This Payment Solutions Addendum, together with the Supplements hereto (collectively, the “**Payment Solutions Addendum**”) is made by and between City and County of San Francisco (“**Customer**”) and Bank of America, N.A. (“**Bank**”) as of _____ (“**Effective Date**”) and supplements the Merchant Processing Agreement dated September 25, 2013 (as amended and supplemented from time to time, the “**Merchant Agreement**”). Any references in the Merchant Agreement (or any amendments, addenda or supplements thereto) to “Customer,” “you” or “Merchant”, when used herein, refer to Customer; and any references in the Merchant Agreement (or any amendments, addenda or supplements thereto) to “us,” “our” or “we”, when used herein, refer to Bank.

Capitalized terms used, but not defined, in this Payment Solutions Addendum have the meanings given in the Merchant Agreement. Unless stated otherwise, any reference to this Payment Solutions Addendum herein includes the Merchant Agreement. The Payment Solutions (as defined in Section 2) are incorporated within the term “Services” in the Merchant Agreement. For the avoidance of doubt, any monetary caps on Bank’s limitation of liability set forth in the Merchant Agreement shall apply in the aggregate to Services provided by Bank.

CUSTOMER AND BANK AGREE AS FOLLOWS:

1. **Definitions.** Capitalized terms used but not defined in this Payment Solutions Addendum are defined in the Merchant Agreement. In addition, the following defined terms apply to this Payment Solutions Addendum:
 - 1.1 Authorized Users means persons or entities that are authorized by Customer to access and use the Services.
 - 1.2 Healthcare Payment Device Manager means the cloud-based payment device management solution owned and operated by Bank, which may be provided to Customer as indicated on the Setup Form attached hereto as Schedule B (Healthcare Omni-Channel Gateway Services Setup Form).
 - 1.3 Documentation means the written materials provided to Customer from time to time, including terms and conditions, training manuals, support policies, API and related documentation, integration tools and manuals and other documentation which relate to or assist or describe the Services provided by Bank, including without limitation, the PIM for Customer’s use with the Validated P2PE Solution.
 - 1.4 Payment Solutions means the transaction processing services including the transmission, acceptance and authorization of credit, debit ACH and other transactions on behalf of Customer to a payment processing network through another gateway provided by Bank and, as applicable, the Healthcare Omni-Channel Gateway.
 - 1.5 Healthcare Omni-Channel Gateway means the cloud-based payment solution owned and maintained by Bank including the hardware and software utilized for processing credit, debit and other transactions as well as transmitting other data between a Customer, a software solution utilized by a Customer as well as the consumers of the goods and/or services provided by the Customer. The Healthcare Omni-Channel Gateway is included in the definition of Bank Systems as set forth in the Merchant Agreement.
 - 1.6 PIM means the Validated P2PE Instruction Manual as published by Bank, as may be amended from time to time.
 - 1.7 Services means the select Payment Solutions and the other selected services provided by Bank through the Healthcare Omni-Channel Gateway to Customer as expressly indicated on the Schedule B, which may include Healthcare Payment Device Manager and Validated P2PE Solution.
 - 1.8 Software means the software programs, including without limitation the software related to the Payment Solutions and Healthcare Omni-Channel Gateway as well as related software and all pass-through software licenses from third-party software providers whose software is part of the offering under this Payment Solutions Addendum.
 - 1.9 Supplement means any and all concurrent and subsequent addenda, appendices, exhibits, supplements and schedules to this Payment Solutions Addendum.
 - 1.10 Validated P2PE Solution means a PCI validated Point to Point Encryption Solution provided by Bank and its subcontractors as an optional service hereunder, which may be provided to Customer as indicated on the Schedule B.
2. **Payment Solutions.** Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Payment Solutions Addendum, during the Term (as defined below), Customer and its Authorized Users may access and use the Services (collectively, the “**Payment Solutions**”). Bank shall use commercially reasonable efforts to provide the Services to Customer. Access and use of the Services are permitted by Bank solely for Customer’s internal use and benefit. Bank may sell or license to the Customer equipment in connection to the Payment Solutions, under the terms set out in the applicable schedule. Bank may, in its discretion from time to time, without liability to Customer, revise, modify, update, limit or replace any Services in whole or in part, provided the Services are not adversely affected in any material manner and Bank provides reasonable notice to Customer prior to the occurrence of any such event. The parties agree that Bank will implement the Services as described in Schedule E attached hereto and incorporated herein by reference.
3. **Customer Representations, Warranties and Covenants.**

- 3.1 Customer represents and warrants to, and covenants with, Bank that Customer shall use the Payment Solutions only in accordance with this Payment Solutions Addendum, the Merchant Agreement, Applicable Law and applicable Card Organization Rules, and the Documentation provided by Bank.
 - 3.2 Customer is responsible for ensuring the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all data as it is entered or uploaded. Bank is not responsible for inability to perform Services due to Customer's use of improperly formatted or corrupt files, viruses on media provided, incompatible backup media or software, or any other technological errors or issues.
 - 3.3 Customer shall not transmit or store data that is subject to the rights of any third parties without first obtaining all required authorizations, consents, and/or rights in writing from such third parties, including the right to communicate with Authorized User¹ by electronic communication. BANK IS NOT LIABLE OR RESPONSIBLE FOR ANY ACTS OR OMISSIONS IN RELATION TO CUSTOMERS' OR AUTHORIZED USERS' USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION USE OF THE SERVICES IN WAYS THAT ARE NOT IN COMPLIANCE WITH APPLICABLE LAWS OR APPLICABLE CARD ORGANIZATION RULES.
 - 3.4 Customer understands that Customer may not process transactions on behalf of any other entity or individual and that the use of the Services is provided herein as a service for a single Merchant account. Any attempt to use the Services herein for more than one Merchant account without additional agreements and fees for each merchant or MID may result in additional fees and charges or the revocation of the license granted for the Services (the "Services License") and termination of this Payment Solutions Addendum. This Services License is transferable and may be sold, traded, assumed or otherwise transferred to another individual or entity only with the express written consent of Bank.
 - 3.5 To the extent that Customer is utilizing the Validated P2PE Solution, Customer shall comply with all requirements related to the Validated P2PE Solution provided in the PIM at all times, as well as any and all related requirements set forth in the Card Organization Rules. Customer fully acknowledges that it is responsible for maintaining its compliance in order to take advantage of the benefit of the Validated P2PE Solution. Customer acknowledges that it is Customer's responsibility to ensure that it is fully compliant with all of the requirements of PCI for the Validated P2PE Solution, and Bank shall have no liability whatsoever for any non-compliance regardless of whether such non-compliance is related to the Services.
 - 3.6 To the extent that Customer is utilizing Healthcare Payment Device Manager, Customer shall at no time allow any person other than its own officers, directors or employees to access Healthcare Payment Device Manager at any time, shall ensure that any use of Healthcare Payment Device Manager shall be consistent with the Documentation, in furtherance of the purposes hereunder, and shall not endanger the security of the Payment Fusion system nor cause any harm to Bank or its Customers. Customer shall at no time resell any portion of Healthcare Payment Device Manager. Customer shall be fully liable for any of its or its agents' acts or omissions in relation to their use of Healthcare Payment Device Manager.
4. **Authorized Users.** Customer shall be responsible for ensuring Authorized Users' compliance with the terms set forth herein, Applicable Law, applicable Card Organization Rules, and other agreements with Bank or any of Bank's Affiliates. Customer shall also be responsible for all acts or omissions by Authorized Users, and for any damages incurred as a result thereof. Customer shall have sole responsibility for terminating the access previously granted to any Authorized User, whether on the basis of termination of employment, reassignment, or any other cause. Bank may disable an Authorized User's access to the Services at any time in its sole discretion if Bank suspects that such Authorized User poses a security risk. Customer is responsible for designating user IDs and passwords for any and all Authorized Users. Customer agrees to hold all passwords, user IDs or other system access credentials and information under close control and shall notify Bank immediately if access to such information is, or is thought to have been, released to any unauthorized party. Customer agrees not to allow multiple users to access the Software using a common account or user credentials. Security control of Bank-assigned user IDs and passwords are the sole responsibility of Customer and Bank shall not be held responsible in any way for any breach in system security as a result of Customer's actions or omissions.
 5. **User IDs.** Customer is solely responsible and liable for all activity occurring under the user IDs and passwords issued in connection with this Payment Solutions Addendum whether or not such activities have been authorized by Customer. Customer shall abide by all Applicable Law in connection with its use of the Services as contemplated by this Payment Solutions Addendum, including those related to data privacy, international communications and the transmission of technical or personal data. Customer shall: (i) notify Bank immediately in writing of any unauthorized use of any password or user ID or any other suspected or known breach of security, including the loss or theft of any password or user ID or computer or device containing such information; (ii) at its own cost, take all steps reasonably necessary, or as otherwise directed by Bank, to prevent access and use of the Services by unauthorized users; and (iii) not provide false identification information to gain access to, or use of, the Services or the Software.
 6. **Fees.** Customer agrees to pay Bank the fees for the Payment Solutions as set forth on Schedule A (Healthcare Omni-Channel Gateway Services Fees), which are in addition to the processing fees, any third party-based fees, and other fees or charges set forth elsewhere in, and are part of the fee schedule to, the Merchant Agreement. Customer shall also be responsible for all additional costs and expenses as set forth in the Merchant Agreement. The fees due under this Payment Solutions Addendum constitute amounts due under the Merchant Agreement which will be billed, collected and charged or paid as permitted under the Merchant Agreement (including any right of set-off available to Bank). The fees and charges will be debited from an account designated by Customer through ACH or any other method as may be specified by Bank from time to time. Customer agrees to take any additional actions requested by Bank to permit debiting via ACH or any other method of the amounts owed to Bank hereunder.

The parties hereto acknowledge and agree that the parties anticipate the total cost due and owing under this Payment Solutions Addendum will not exceed \$127,020.00, One Hundred Twenty-Seven Thousand and Twenty Dollars, No Pennies; which includes the transaction based fees and the equipment related fees, based on the quantities and costs set forth in the Schedule A and an anticipated annual Payment Solution transaction volume of 6000 Payment Solution transactions. Should Customer purchase additional equipment quantities or submit additional Payment Solutions transactions, the aforementioned amount will be proportionally increased. In no event shall Customer be liable for interest or late charges for any late payments. Customer will not honor minimum service order charges for any services covered by this Agreement.

7. Intellectual Property.

- 7.1 Customer may only use any Documentation in connection with Customer's access to and use of the Payment Solutions. Customer has no intellectual property rights or other right, title or interest in or to the Payment Solutions, the Documentation, or derivative works thereof (collectively, the "Payment Solutions IP"); and nothing in this Payment Solutions Addendum or the Merchant Agreement assigns, transfers or creates any such right, title or interest for Customer (whether express or implied, or by estoppel or otherwise). Any and all right, license, title or interests associated with the Payment Solutions IP that are not expressly granted by Bank within this Payment Solutions Addendum are expressly withheld. Customer shall not take any action inconsistent with the ownership, title or license rights associated with the Payment Solutions IP. Customer shall not file any action, in any forum, challenging ownership of the Payment Solutions IP. Customer shall not use any Payment Solutions or Payment Solutions IP outside of the United States (and "United States" as used in the foregoing sentence excludes U.S. territories and possessions). Customer shall use the Payment Solutions only for its business purposes and not for any household use. Customer obtains no rights (license or otherwise), title or interest to trademarks, service marks, brand names or logos associated with the Payment Solutions, Bank, or any of its service providers hereunder. Breach of any part of this Section constitutes a material breach of this Payment Solutions Addendum, and Bank may immediately suspend or terminate Customer's use of the Payment Solutions or this Payment Solutions Addendum in the event of such breach.
- 7.2 Customer shall not, and shall not permit any third parties to: (i) sell, distribute, lease, license, sublicense or otherwise disseminate the Payment Solutions IP or any portion thereof; (ii) copy, modify, enhance, translate, supplement, derive source code or create derivative works from, reverse engineer, decompile, disassemble, or otherwise reduce to human-readable form the Payment Solutions IP or any portion thereof; (iii) use altered versions of the Payment Solutions IP or portion thereof; (iv) use, operate or combine the Payment Solutions IP with other products, materials or services in a manner inconsistent with this Payment Solutions Addendum or the Merchant Agreement; (v) use the Payment Solutions or Payment Solutions IP, or any portion thereof, as a standalone or non-integrated program or in any other manner other than as contemplated by this Payment Solutions Addendum; or (vi) perform or attempt to perform any actions that would interfere with the proper working of the Payment Solutions, prevent access to or use of the Payment Solutions by other users, or, in Bank's reasonable judgment, impose an unreasonably large or disproportional load on any Bank platform or infrastructure. Customer shall not permit any third parties to access the Payment Solutions IP. Customer shall not remove, alter, modify, relocate or erase any copyright notice or other legend(s) denoting our or other third parties' proprietary interests in the Payment Solutions IP.
- 7.3 Customer shall promptly notify Bank in writing of any threat, or the filing of any action, suit or proceeding against Customer regarding the Payment Solutions or Payment Solutions IP in which an adverse decision would reasonably be expected to have a material impact on Bank or any of the Payment Solutions subcontractors.

8. Term; Special Termination Provisions.

- 8.1 This Payment Solutions Addendum shall be effective on the Effective Date and shall be coterminous with the Merchant Agreement. Either party may terminate this Payment Solutions Addendum immediately upon written notice to the other if the other party (i) materially breaches this Payment Solutions Addendum and fails to cure such breach within thirty (30) days following written notice thereof, or (ii) becomes or is declared insolvent or bankrupt, commits an act of bankruptcy, or is subject to any proceeding in bankruptcy, receivership, liquidation or insolvency.
- 8.2 In addition to the termination rights set forth in the Merchant Agreement, this Payment Solutions Addendum will automatically terminate upon any termination of the Merchant Agreement pursuant to an Event of Default by Customer. Upon termination, expiration or cancellation of this Payment Solutions Addendum: (a) all rights and licenses granted hereunder will immediately terminate and Customer must immediately cease using the Payment Solutions and accessing the Software for any purpose, including without limitation access to Healthcare Payment Device Manager; (b) Customer shall uninstall and destroy all copies of the Software (including any Documentation) in its possession or under its control, certifying such destruction in writing to Bank; and (c) Customer shall immediately pay Bank for all amounts due through the effective date of termination or cancellation.
- 8.3 For the avoidance of doubt, this Payment Solutions Addendum will not automatically terminate upon any termination of the Merchant Agreement by Bank for any other reason other than an Event of Default by Customer and shall remain in full force and effect thereafter until terminated as set forth herein.
- 8.4 Bank shall have the right to terminate this Payment Solutions Addendum for any of the reasons set forth for termination of the Merchant Agreement. In addition, Bank reserves the right to suspend, upon thirty (30) days prior written notice to Customer to terminate the Payment Solutions, in the event Customer violates any material respect the terms of this Payment Solutions Addendum, or the Merchant Agreement. In addition, Bank reserves the right to (a) alter the Payment Solutions in the event any agreement with third parties that are involved in providing the Payment Solutions is terminated or otherwise no longer in effect, or Bank is otherwise unable to continue to provide the Payment Solutions; provided, that Bank shall provide Customer with at least thirty (30) days' prior written notice of any such

alteration that could reasonably be expected to adversely impact Customer’s ability to use the Payment Solution or (b) suspend the Payment Solution if Bank is otherwise unable to continue to provide the Payment Solution due to any event beyond its reasonable control, provided, that Bank shall provide Customer with at least thirty (30) days’ prior written notice of any such suspension that could reasonably be expected to adversely impact Customer’s ability to use the Payment Solutions, or shorter notice to the extent necessary for Bank or the Payment Solution to comply with Card Organization Rules or Applicable Law.

8.5 Termination of this Payment Solutions Addendum shall not affect the respective rights and responsibilities of the Parties to the extent that they arose prior to such termination.

9. **Disclaimers.** The Services provided by Bank hereunder shall be performed, in all material respects, in a professional, timely, and workmanlike manner. In the event Customer believes Bank has breached the warranty in the foregoing sentence, Customer shall promptly notify Bank thereof including information necessary to allow Bank to examine the issue and to re-perform any Services containing reproducible errors. THE SERVICES ARE PROVIDED TO CUSTOMER ON AN “AS IS” AND WITH ALL FAULTS BASIS. BANK MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE EXCEPT FOR THE EXPRESS WARRANTIES AND COVENANTS HEREIN. BANK MAKES NO REPRESENTATION OR WARRANTY THAT THE SERVICES DATA OR THE SOFTWARE IS ACCURATE, COMPLETE, OR RELIABLE. BANK FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT CUSTOMER’S ACCESS TO AND USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; FREE OF VIRUSES, UNAUTHORIZED CODE, OR POTENTIALLY HARMFUL COMPONENTS; WITHOUT DELAY; OR SECURE. For the avoidance of doubt, Bank makes no warranties of any kind in regard to the services provided by any telephone company or other telecommunications provider. Bank shall not be responsible for any failure of any telecommunications provider however constituted or described. Certain jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by Applicable Law, some or all of the exclusions or limitations above may not apply.

10. **General.**

10.1 Representations and Warranties. Customer and Bank each represent and warrant to the other that: (i) such party has all required corporate authority to execute this Payment Solutions Addendum and (ii) this Payment Solutions Addendum creates valid, legal and binding obligations that are enforceable against such party.

10.2 Entire Agreement. This Payment Solutions Addendum constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements between the parties with respect to the subject matter hereof.

10.3 Counterparts/Electronic Originals. This Payment Solutions Addendum may be executed in any number of counterparts, each of which is deemed an original and all of which constitute one and the same instrument. Facsimile, electronic or other images of this executed Payment Solutions Addendum are effective as executed originals.

10.4 Full Force and Effect. The Merchant Agreement remains in effect as supplemented by this Payment Solutions Addendum. In the event of any conflict between the terms of this Payment Solutions Addendum and the terms of the Merchant Agreement, the terms of this Payment Solutions Addendum will control with respect to the Payment Solutions. References to the Merchant Agreement after the date of this Payment Solutions Addendum include this Payment Solutions Addendum.

This Payment Solutions Addendum has been executed by Bank without signature, and has been agreed to and executed by Customer as of the date shown below.

BANK OF AMERICA, N.A.

Customer: City and County of San Francisco
(Business Legal Name)

By : _____
(Customer’s Authorized Signer)

Signer Name: _____

Title: _____

Date: _____

**Schedule A
Information/Fee Schedule**

Business Contact Info	Shipping Info
Corporate Name City and County of San Francisco	Yes Same as Business Contact Info
DBA San Francisco Department of Public Health	DBA
Contact Name Tajel Shah	Contact Name _____
Address 1360 Mission St. STE 401	Address _____
City San Francisco	City _____
State CA Zip 94103-2628	State _____ Zip _____
Phone	Phone _____
Email	Email _____
	Shipping Type _____

Account Billing Fees	
Account Setup Fee Waived	Setup Fee Per Terminal Waived
Account Monthly Fee \$8.00	Monthly Cost Per Terminal \$8.00
Per Item Fee \$0.10	
Equipment	
Terminal Type Pax A80 _____	Cost \$379
Quantity 200	Total Cost \$75,800 + Tax and Shipping
Setup Options (select one)	
<input checked="" type="checkbox"/> Standard	
<input type="checkbox"/> Recurring Billing Add-On	

Billing Information (please provide voided check if billing information is different than what was provided on merchant agreement)	
Routing Number _____	Deposit Number _____

Signature: _____ **Date:** _____

Customer Name: _____ **Rep Name:** _____

Title: _____

**Schedule B
Healthcare Omni-Channel Gateway Services Setup Form**

Business Contact Info

Shipping Info

Corporate Name _____
DBA _____
Contact Name _____
Address _____
City _____
State _____ **Zip** _____
Phone _____
Email _____

_____ **Same as Business Contact Info**
DBA _____
Contact Name _____
Address _____
City _____
State _____ **Zip** _____
Phone _____
Email _____

Shipping Type _____

Setup Options (select one)

Standard
 Recurring Billing Add-On

Billing Information (please provide voided check if billing information is different than what was provided on merchant agreement)

Routing Number _____ **Deposit Number** _____



Signature: _____ **Date:** _____

Customer Name: _____ **Rep Name:** _____

Title: _____

Schedule C
Payment Solutions Equipment Purchase Agreement

1. **Definitions.** All capitalized terms used in this Payment Solutions Equipment Purchase Agreement (“**Purchase Agreement**”) and not defined herein shall have the meaning given to them in the Payment Solutions Addendum (“**Payment Solutions Addendum**”).
2. **General.** This Purchase Agreement and Schedule D (*Merchant Equipment Terms*) are incorporated by reference into the Payment Solutions Addendum and governs all Gateway Equipment that is identified below and/or in the Documentation (collectively, the “**Gateway Equipment**”) and is sold to Customer by Bank, from time to time over the term of the Merchant Agreement, to use in connection with the Payment Solutions under the Payment Solutions Addendum. THE GATEWAY EQUIPMENT IS BEING SOLD TO CUSTOMER FOR CUSTOMER’S BUSINESS USE ONLY AND SHALL NOT BE USED FOR HOUSEHOLD OR PERSONAL USE. Sales of Gateway Equipment are made by Bank.
3. **Purchased Gateway Equipment.** Bank agrees to sell to Customer, and Customer agree to buy from Bank, the Gateway Equipment identified below (“**Purchased Gateway Equipment**”), all according to the terms and conditions of this Purchase Agreement.

Manufacturer and Model	Wireless*	Quantity	Purchase Price Per Unit (+ Taxes & Shipping)	Total Price
Manufacturer and Model: Pax A80	One time	200	\$379.00	\$75,800.00

Any equipment costs set forth in this Purchase Agreement are guaranteed only for ninety (90) days from the Effective Date of the Payment Solutions Addendum, after which they are subject to change.

4. **Indemnification.** In addition to the indemnification, defense, and hold harmless obligations of the parties set forth in the Merchant Agreement (which apply to this Purchase Agreement), Customer agrees to indemnify, defend, and hold Bank and its Affiliates, employees, directors, and officers harmless from and against all third party Claims, and all related Losses, to the extent such Claims result from: (a) Customer’s installation, ownership, possession, use, or operation of the Gateway Equipment; or (b) any breach by Customer of any of Customer’s obligations hereunder; provided that the foregoing obligations do not apply to the extent Claims or Losses result from Bank’s gross negligence or willful misconduct or to the extent Bank enforcing such obligations is prohibited under the law governing this Purchase Agreement. Customer acknowledges and agrees that the “use” and “operation” of the Gateway Equipment against which Customer agrees to indemnify, defend, and hold Bank harmless includes, without limitation, Customer’s loading onto Gateway Equipment software that was not provided with the Gateway Equipment; Customer’s using such software, or using Gateway Equipment or Software, to access the internet; and Customer’s using Gateway Equipment in any manner that does not comply with this Purchase Agreement or the Merchant Agreement. As used herein: (i) “**Claim**” means any third party claim, demand, suit, action, cause of action or proceeding of any form, kind or nature (including contract claims and negligence and other tort claims); and (ii) “**Losses**” means any liability, obligation, loss, damage, judgment, settlement, cost, or expense (including attorneys’ fees, expert witness fees and collection costs), regardless of whether suit is brought, and any assessment, fee, or fine imposed by any Card Organization.
5. **Default; Remedies.** The occurrence of any the following shall be considered a “**Default**” under this Purchase Agreement: (a) any debit of Customer’s Settlement Account for any amount due under this Purchase Agreement or the Merchant Agreement is rejected; (b) Customer fails to pay any amount due under this Purchase Agreement or the Merchant Agreement when due; or (c) Customer materially breaches any provision in this Purchase Agreement or the Merchant Agreement. Upon and any time after the occurrence of any Default, after a thirty (30) day cure period, Bank may, with or without notice, terminate this Purchase Agreement in writing and, proceed in any lawful manner against Customer to collect amounts due, and exercise all other rights available to Bank under this Purchase Agreement, the Merchant Agreement, at law, or in equity.
6. **Assignment.** Customer may not assign or transfer any of its rights and/or obligations under this Purchase Agreement, by operation of law or otherwise, without Bank’s prior written consent; any assignment or transfer attempted without Bank’s prior written consent is null, void, and a Default. Bank may assign or transfer this Agreement and its rights and obligations hereunder, in whole or in part, to any third party without obtaining Customer’s consent. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor-in-possession, officer of a court, or other Person charged with taking custody of a party’s assets or business shall have any right to continue, assume, or assign this Agreement.
7. **Notices.** All notices and other communications hereunder (other than those involving normal operational matters) must be in writing and shall be deemed given: (a) if sent by mail, upon the earlier of five (5) days after mailing or when actually received; (b) if sent by courier, when delivered; and (c) if sent by email, when actually delivered. Notices shall be sent to Customer at the address Customer have provided to Bank, and notices to Bank shall be sent to Bank at the e-mail or physical address Bank specifies in writing.
8. **Miscellaneous.** This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California, without applying its conflicts of laws principles. Each party agrees that any action or proceeding relating to this Purchase Agreement shall be brought exclusively in any court of competent jurisdiction in the State of California and the United States District Court for the Northern District of California, located in San Francisco, California. Each party irrevocably and unconditionally agrees and submits to the jurisdiction of such courts and waives any objection to the venue of such courts whether based on inconvenience of forum or other grounds. If any part of this Purchase Agreement is not enforceable, the remaining provisions will remain valid and enforceable. In performing its obligations under this Purchase

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Agreement, each party agrees to comply with all laws and regulations applicable to it. This Purchase Agreement constitutes the entire agreement between the parties regarding the Gateway Equipment, supersedes any previous agreements and understandings with respect to the Gateway Equipment, and can be changed only by a written agreement signed by all parties.

Schedule D Merchant Equipment Terms

This Schedule D governs any Devices, Device Software and other Merchant Equipment that you buy from us or an authorized third party partner under the Agreement, Fee Schedule, subsequent purchase, and/or other documentation provided in connection with the purchase of Merchant Equipment (individually and collectively, “**Merchant Equipment Documents**”), except to the extent provided otherwise in the Merchant Equipment Documents. As of the Effective Date, the terms in this Schedule D apply only to Devices offered by PAX Technology, Inc. (“**PAX**”). We may agree to offer these terms to other Devices from time to time, at our sole discretion. THE MERCHANT EQUIPMENT IS SOLD TO YOU FOR YOUR BUSINESS USE; THE MERCHANT EQUIPMENT IS NOT PERMITTED TO BE USED FOR HOUSEHOLD OR PERSONAL PURPOSES.

A. DEFINITIONS

Definitions. Capitalized terms used but not defined in this Schedule D are defined in the Agreement. In addition, the following defined terms apply to this Schedule D:

“**Application**” means any type of application Software.

“**API**” means an application programing interface.

“**Authorization**” means an approval by, or on behalf of, the Issuer to validate a Card Transaction.

“**Bank Systems**” means any and all Card-related information reporting, operating and processing systems used by us or Persons on our behalf, including, hardware, Bank Software, related documentation, technical formats and specifications, technical and business information related to inventions, present and future products and product lines, intellectual property, know-how, and any other information that is identified as our systems, whether owned by us or Persons used by us.

“**Card Organization**” means any entity formed to administer and promote Cards, including Visa U.S.A., Inc. (“**Visa**”), Mastercard International Incorporated (“**Mastercard**”) and DFS Services LLC (“**Discover**”), American Express Company (“**American Express**”), JCB Co., Ltd. (“**JCB**”), UnionPay International Co. Ltd (“**China UnionPay**”), and any applicable Debit Networks. Card Organization may also be referred to as Card Organization.

“**Card Organization Rules**” means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization. Card Organization Rules may also be referred to as Card Organization Rules.

“**Card Transaction**” means a purchase, rental or lease of goods or services by a Cardholder using a Card and any related transactions, including preauthorized orders and recurring, virtual and electronic transactions, regardless of whether the form of such transactions is in paper or electronic form or otherwise, all of which must conform to Card Organization Rules and Applicable Law.

“**Devices**” means those tablets, smartphones, devices, Merchant Equipment, hardware, peripherals (including, without limitation, mag stripe readers, cash drawers, printers, keypads, bar code readers or check readers), or any other mobile or fixed form factors identified by us capable of supporting the Merchant Services and through which Software can be accessed.

“**Device Software**” means the Bank Systems and custom firmware, APIs, those Applications owned or licensed by us and are part of the standard pre-provisioned Device functionality, and associated Software provided through us which (a) may be accessed through Devices or one or more websites (e.g. a web dashboard) designed or designated by us from time to time, (b) is enabled via cloud based servers, (c) is capable of integrating the Bank Services, (d) provides or integrates with other non-payment processing related functionality or Applications. The Device Software will provide point of sale functionality and Bank developed Applications, which allow a merchant to; among other things: (i) initiate electronic payments; (ii) capture card data at the point of sale; (iii) capture Cardholder personal data at the point of sale; (iv) customize user interface; (v) customize receipts; (vi) perform transaction history retrievals or reviews; (vii) manage time-clock functionality for employees; (viii) control user access to a Device, associated Software or systems within defined functional areas; (ix) perform inventory management; (x) manage pricing for good or services; (xi) perform other administrative tasks; (xii) track consumer transaction histories; (xiii) perform reporting; and (xiv) integrate other non-payment related data elements, functionality or Applications as identified by Bank from time-to-time as capable of being integrated with the Device Software.

“**Fee Schedule**” means the then-current schedule of fees prepared by us, setting forth the fees charged by us for the provision of the Merchant Services and any other services to you, as may be amended from time to time and which forms part of this Agreement.

“**Location**” means a physical location, internet address, division, processing method or business activity for which: (i) you have requested and we have approved the assignment of a unique merchant account number; or (ii) we have otherwise determined a unique merchant account number is required and have assigned it.

“**Merchant Equipment**” means any and all equipment Merchant uses in connection with Card Transaction authorization, clearing, completing, settling, transmitting or other related processing, including, all telecommunication lines and wireless connections and Software, and Merchant Systems, Terminals, Card readers, merchandise and Card scanners, printers, PIN pad devices and other hardware, whether owned by Merchant, Merchant Providers or other Persons.

“**Merchant Provider**” means any Person engaged by Merchant to provide services to Merchant involving or relating to: (i) access to Cardholder data, transaction data or information related to either Cardholder data or transaction data; (ii) the storage, processing, or transmission of Cardholder data on behalf of Merchant; or (iii) PIN encryption, including, Encryption Service Organizations (ESOs). “Merchant Provider” also includes any Person providing software solutions, Persons providing payment gateway services and any corporate entity, franchisor or other Person that provides or controls a centralized or hosted network environment for Merchant irrespective of whether Cardholder data is being stored, transmitted or processed through it.

“**Merchant Services**” means the Authorization, processing and settlement of Card Transactions that are submitted to us by you, and includes any other services provided by us to you under this Agreement.

“**PIN**” means the Personal Identification Number used by a Cardholder to complete a PIN Debit Transaction.

“**Settlement Funds**” means funds received in respect of a Card Transaction from a Card Organization.

B. PURCHASED MERCHANT EQUIPMENT TERMS

1. Purchased Merchant Equipment. Throughout the term of the Agreement, we will sell to you, and you will buy from us or an authorized third party partner, the Merchant Equipment identified in the Merchant Equipment Documents (“**Purchased Merchant Equipment**”), free and clear of all liens and encumbrances (subject to Section 8 of this Schedule D).
2. Supplies. Some supplies may be included with the hardware you purchase. We will sell you additional supplies, such as paper rolls, replacement cables, and other items to be used with Purchased Merchant Equipment (“**Supplies**”), as requested by you and as agreed to by us from time to time.
3. Payment; Additional Amounts. Unless otherwise agreed in writing between you and us, you shall be solely responsible at your own cost for the provision of all Merchant Systems, Purchased Merchant Equipment, telecommunications facilities and any other facilities which are necessary to enable you to receive the Merchant Services from us. In addition to the foregoing, you must pay all: (a) taxes, however levied, designated, or based on amounts charged or on Purchased Merchant Equipment, Supplies, or ownership, possession or thereof; (b) shipping and handling costs and charges for Purchased Merchant Equipment and Supplies (where applicable); (c) charges for services, including installation and de-installation, programming and re-programming, base loads, injections, app loads; and (d) any other costs described in the Fee Schedule. We may require you to pay in full before we ship Purchased Merchant Equipment and Supplies to you, or we may permit you to pay after we ship. We may require you to pay with a credit card/debit card, debiting your Settlement Account, via ACH transfer, or in any other manner we are permitted to collect any other amounts under the Agreement. You shall be responsible for paying to us any amounts outstanding to us for the purchase of any Merchant Equipment acquired from the Bank (“**Bank Merchant Equipment**”) in the event that we suspend providing the Merchant Services to you or this Agreement is terminated. We may withhold any such amounts from the Settlement Funds otherwise due to you pending the return of the Bank Merchant Equipment to us or the payment of such amounts by you in accordance with Section 12.3, where applicable. You agree to pay any fees, costs and/or expenses incurred by us in connection with recovering the Bank Merchant Equipment and/or such amounts due. Alternatively, Bank may elect to invoice Customer for any amounts due under this Purchase Agreement, due thirty (30) days after the invoice date or on such earlier date Bank specifies. As used herein, “**Settlement Account**” means an account or accounts at a financial institution designated by Customer as the account(s) to be debited and/or credited for amounts due from or to Customer in connection with this Agreement.
4. Delivery and Acceptance; Installation; Risk of Loss; Title; Changes to Purchased Merchant Equipment. After the Purchased Merchant Equipment has been prepared for shipment to you, we will deliver it to the address identified in the Merchant Application or to an alternative address mutually agreed upon by you and us. You are deemed to have accepted each unit of Purchased Merchant Equipment on the earlier of: (a) the seventh day after we deliver the Purchased Merchant Equipment to the shipper for shipment to you or your representative; (b) the day after the Purchased Merchant Equipment is delivered to you or your representative; and (c) for Purchased Merchant Equipment that we install for you, the date of installation (“**Acceptance**”). Purchased Merchant Equipment ships F.O.B. origin; risk of loss or damage to Purchased Merchant Equipment passes to you when Purchased Merchant Equipment is delivered to the shipper for shipment to you or your representative. Title to Purchased Merchant Equipment passes to you after you pay in full for the Purchased Merchant Equipment. If installing Purchased Merchant Equipment, you and your representatives must do so in accordance with our, and the Purchased Merchant Equipment manufacturer’s, requirements and specifications. If Bank has agreed to install Purchased Merchant Equipment for Customer, before Bank’s personnel arrives at the Site, Customer must prepare the Site in accordance with Bank’s, and the Purchased Merchant Equipment manufacturer’s, requirements and specifications. As used herein, “**Site**” means the location(s) where Purchased Merchant Equipment and related items (e.g., printers) are to be installed or located.

At any time for any reason we may change Purchased Merchant Equipment model numbers or names, issue new Purchased Merchant Equipment models, discontinue Purchased Merchant Equipment, or otherwise change Purchased Merchant Equipment.

5. Use, Maintenance, and Return of Purchased Merchant Equipment.

5.1. Your use of the Purchased Merchant Equipment must comply with any operating or other instructions applicable to the Purchased Merchant Equipment, the Agreement, Applicable Law, and Card Organization Rules. You are responsible for obtaining permits for the Purchased Merchant Equipment.

5.2. You are responsible for maintaining Purchased Merchant Equipment. You are responsible for safeguarding the Purchased Merchant Equipment from, and for insuring it via comprehensive insurance coverage against loss, damage, unauthorized use, misuse, and theft. You must notify us immediately if any of the foregoing occurs. You are responsible for any expenses related to altering the location where Purchased Merchant Equipment is located, and other facilities and property, in connection with use of the Purchased Merchant Equipment.

5.3. You may not make or permit any physical alteration or modification of Purchased Merchant Equipment, materially change where Purchased Merchant Equipment is installed, or materially move Purchased Merchant Equipment without our prior written consent. On commercially reasonable advance notice, we or our representatives may enter your premises to examine or repair Purchased Merchant Equipment for legal or regulatory (including Card Organization) compliance.

5.4. If Purchased Merchant Equipment or other communications Purchased Merchant Equipment appears defective, you must call our Customer Service team promptly. You must pay to replace any defective Purchased Merchant Equipment not promptly returned to us and must pay all legal and/or collection costs incurred by us or the Purchased Merchant Equipment owner in connection with recovering Purchased Merchant Equipment.

5.5. Except for Purchased Merchant Equipment that has been paid for in full, the Purchased Merchant Equipment will remain Bank's personal property or the personal property of Bank's Affiliates; it never will be considered a fixture affixed to Customer's property.

6. Purchased Merchant Equipment Returns. Your right to return Purchased Merchant Equipment is limited to the Replacement Warranty set forth below in Section 13 of this Schedule D, or as may otherwise be agreed to by us in our sole discretion from time to time. Any Purchased Merchant Equipment we agree to accept for return will be subject to our then-current restocking fee.

7. Security Interest. You hereby grant to us a security interest in all Purchased Merchant Equipment and the related Software to secure payment of the purchase price and authorize us to file financing statements with respect to the Purchased Merchant Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact. Our security interest in Purchased Merchant Equipment will terminate automatically when we receive full payment for the Purchased Merchant Equipment.

8. Your Responsibilities. You are solely responsible for verifying all information and data loaded onto a Device including Device Software by us or our service providers at your request are accurate prior to your business use of such Device or Device Software. Bank and its merchant providers disclaim any and all liability arising out of any inaccuracies with respect to any information or data you provide. You shall be responsible for auditing, balancing, verifying and reconciling any out-of-balance condition within the Merchant Systems and for notifying us of any errors after receipt of the applicable report from us. You shall notify us of all incorrect reports or output within two (2) Business Days after receipt of such reports or output. Within one (1) Business Day of the original Card Transaction, you must balance each Location to the Bank Systems for each Business Day that each Location is open. If you determine that Card Transactions have been processed in error, you shall initiate the appropriate actions for adjustment to correct the transaction in question. You assume all liability resulting from your failure to notify us of any changes or modifications to your Merchant Systems or Purchased Merchant Equipment, or any failure of your Merchant Systems or Purchased Merchant Equipment.

9. Software. Bank or other Persons retains all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know-how, and processes at any time embodied in or at any time provided in connection with the Purchased Merchant Equipment (collectively "**Software**"), and Customer shall have only a non-exclusive, non-transferable, non-sub-licensable, revocable license to use the Software in Customer's operation of the Purchased Merchant Equipment for the purposes set forth in this Agreement. Nothing in this Agreement confers any right, title or ownership of any Software to Customer. Customer is bound by all Software terms and conditions of use and other license terms, whether provided by Bank, the Purchased Merchant Equipment manufacturer, the Software owner, or other Persons. Customer shall not reverse engineer, disassemble, or decompile the Software. Customer shall not give any Person access to the Software without Bank's prior written consent. Customer's obligations under this Section 10 shall survive the termination of this Purchase Agreement. From time to time we may "push" updates to Devices, Device Software and other Purchased Merchant Equipment remotely and automatically. Such "pushed" updates are not sold to you outright but instead are licensed to you.

10. Disclaimer of Warranties and of Compatibility with Other Payment Processors. EXCEPT FOR THE LIMITED, ONE-YEAR REPLACEMENT WARRANTY ON CERTAIN PURCHASED MERCHANT EQUIPMENT DESCRIBED BELOW IN SECTION 13, BANK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, RELATED TO THE PURCHASED MERCHANT EQUIPMENT. If the Purchased Merchant Equipment manufacturer provides any warranty, such warranty is provided solely by such manufacturer, is not provided by Bank, and is governed by any terms or conditions such manufacturer provides. The only support Bank will provide for the Purchased Merchant Equipment is help desk support.
11. Limitation of Liability; Exclusion of Consequential Damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, BANK'S CUMULATIVE LIABILITY, IN THE AGGREGATE (INCLUDING OF ANY INDEMNIFICATION OBLIGATION, WHETHER SUCH CLAIMS ARE RELATED OR UNRELATED TO ONE ANOTHER) FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES, OR DAMAGES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS PURCHASE AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, WILL NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PURCHASED MERCHANT EQUIPMENT INVOLVED; IN NO EVENT SHALL BANK BE LIABLE FOR ANY LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, OR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH LOSSES OR DAMAGES WERE FORESEEABLE AND REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. THE REMEDIES AVAILABLE TO CUSTOMER UNDER THIS PURCHASE AGREEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO THE PURCHASED MERCHANT EQUIPMENT.
12. Limited Two-Year Replacement Warranty on Certain Purchased Merchant Equipment. Certain Purchased Merchant Equipment, is warranted against material defects for the two year period commencing on the date such Purchased Merchant Equipment is shipped to you ("**Replacement Warranty**"). Except as set forth below, if such Purchased Merchant Equipment becomes materially defective within the warranty period, we will replace it free of charge with refurbished Merchant Equipment of the same type, provided that Customer must pay shipping and handling charges. The Replacement Warranty: (i) does not include damage to Purchased Merchant Equipment resulting from accident, misuse, negligence, or abuse, or from breach of the Agreement; (ii) does not apply to Purchased Merchant Equipment that has become obsolete; and (iii) does not apply to defects that are not material. The Replacement Warranty is non-transferable and terminates on the two year anniversary of the date the Purchased Merchant Equipment is shipped to you. Upon expiration of the Replacement Warranty, you must pay the full price to replace any Purchased Merchant Equipment. In addition, notwithstanding the Replacement Warranty, it may be necessary for you to upgrade your Purchased Merchant Equipment or purchase new Merchant Equipment from time to time, for which you will be charged. If you make a claim under the Replacement Warranty requesting replacement Merchant Equipment, you must return to us the Purchased Merchant Equipment that you claim is materially defective. We will examine and test the Purchased Merchant Equipment that you return. You will be charged the full price of replacement Merchant Equipment if we do not receive the allegedly defective Purchased Merchant Equipment from you within ninety (90) days of the date replacement Merchant Equipment is shipped to you. We may collect shipping and handling charges, any Merchant Abuse Fees (as defined in Section 14 of this Schedule D), and any other amounts arising under this Section in any manner that we may collect any other fees and amounts arising under the Agreement. For more information on making a claim under the Replacement Warranty, please contact our Customer Service.
13. Merchant Abuse Fee. IF YOU RETURN PURCHASED MERCHANT EQUIPMENT TO US PURSUANT TO THE REPLACEMENT WARRANTY, AND WE REASONABLY DETERMINE BASED ON OUR EXAMINATION AND TESTING THAT THE MERCHANT EQUIPMENT YOU HAVE RETURNED HAS BEEN DAMAGED OR IS NOT FUNCTIONING PROPERLY DUE TO ACCIDENT, MISUSE, NEGLIGENCE, ABUSE, OR BREACH OF THE AGREEMENT, OR THAT ANY MERCHANT EQUIPMENT DEFECTS ARE NOT MATERIAL, YOU WILL BE CHARGED THE FEES ASSOCIATED WITH A REPLACEMENT DEVICE ("MERCHANT ABUSE FEES").
14. Help Desk Support. We or third parties designated by us will provide help desk support only for Purchased Merchant Equipment; we will not provide any such support or related services for any other products or Merchant Equipment. If you decide to work with a Third Party Service and have any issues with the services provided via your Third Party Service provider, contact your Third Party Service provider to resolve any issues.

SCHEDULE E

Healthcare Payment Solutions Product and Services Description

Executive Summary: Bank of America's **Health Payment Solutions Platform** is an approved Epic app orchard vendor that can provide payment gateway services integrated with the Epic Electronic Health Record System. The Gateway integration consists primarily of two processes: 1. Device integration for point-of-service transactions and 2. Integration to process payments online through MyChart, Epic's patient portal. For point-of-service payments, that communication happens through credit card devices. HPS is an integrated healthcare payment platform meeting client needs for payment solutions with omnichannel payment workflows, PCI-compliant security, and flexible EHR integrations, all bundled with Bank of America merchant processing.

PAX A80 Desktop Terminal

Integrated touchscreen, thermal printer and keypad makes the A80, integrated with the Healthcare Payment Solutions Platform, allows for integrated point-of-service payments for Epic clients.

Scope of work: Bank of America's **Healthcare Payment Solutions Platform** is a cloud-based payment technology service addressing the top priorities of health systems, including security infrastructure and enhanced revenue cycle workflow. The platform consists of four primary deliverables to DPH which include:

1. Merchant acquiring,
2. Terminal integration with the gateway and Epic, including device deployment,
3. Healthcare payment device manager, and
4. Gateway and terminal reporting.

Deployment model: Bank of America will establish a terminal deployment plan that is mutually agreeable with DPH. Plan will include pre-configuration of devices by Bank of America and shipment to the DPH destination(s) for final installation by DPH. DPH has estimated 200 PAX A-80 wired devices at \$379/device (price as of the date hereof for the initial purchase of devices). BofA anticipates a 4-8 week lead time on delivery of devices to DPH upon receipt of final order and all information necessary for configuration from DPH. For detailed configuration information, see the previously delivered Epic Implementations Guides for gateway and payment page information.

Features/Functionalities:

External Payment Page in MyChart: Process payments collected from Epic MyChart.

P2PE Point-of-Service Payments: Devices utilized in our Epic integration are validated point-to-point encrypted by the PCI council.

Payment Processing: serves as both the processor and gateway which will bring economies of scale to financial metrics, reporting, and vendor consolidation.

Tokenization: Solution to store sensitive details like bank account information or credit card numbers and sends Epic tokens that can be referenced for future transactions. The actual bank account or credit card details will not be stored or visible to DPH staff in Epic.

Allow Token Sharing: Supports using the same stored token across multiple merchants.

Refunds to Credit Cards: Supports Epic integration to allow sending refunds, which are initiated in Epic system, for payments collected with a credit card directly back to that card by processing it through the gateway. Supports collecting both credit cards and bank account payments,

Process payments using Apple Pay and Google Pay: AxiaMed's API technology supports digital wallet payment methods like Apple Pay and Google Pay for card present transaction using NFC. Support of digital wallets for card not present transactions is in our future roadmap. See the previously delivered PAX A80 wired device data sheet & set-up guide for

features and functionalities of the hardware. See the Payment Fusion Technical Integration guide for gateway specifications.

Validated P2PE PCI compliant payment platform: Owned and maintained by Bank of America, the Healthcare Payment Solution is inclusive of a proprietary, certified PCI-validated P2PE payment devices and a cloud-based device management solution (including remote key injection). All clients are obligated to be PCI-compliant and using our end-to-end technology significantly reduces your PCI scope. Bank of America as your acquirer will assign a representative from our PCI team to assist with questions related to compliance as well as ensure proper documentation guidelines are followed. Your dedicated Merchant Portfolio Officer serves as the liaison to the PCI team which will support the specific needs of DPW in relation to this complex topic.

Training: Bank of America will provide training at no cost to SFDPH using the train-the-trainer method. Implementation Specialist will provide an initial web-based training program specific to the needs of DPH. Once live, we will coordinate ongoing training as needed at no cost to SFDPH.

Reporting: Bank of America provides integrated payment reporting within EPIC which is bolstered by both merchant acquiring reporting in the Client Line Enterprise reporting tool for transactional data as well as gateway reporting from the Healthcare Payment Device Manager system. Bank of America will take a train the trainer approach on the Client Line tool and Healthcare Payment Device Manager system to ensure users are set-up and trained before the implementation cycle has completed.

Responsibilities: For details surrounding customer (DPH) responsibilities such as server, Epic setup/access, build expectations, additional technical requirements please review the previously provided Epic implementations guide which will include the high-level milestones & deliverables.

Project Management: From procurement to implementation and support please see the CCSF Implementations plan document. This is a live document that will be used throughout the process.

Implementation deliverables: Timeline is flexible and follows standard project management best practices, creating implementation touch points along the way.

Support: Quarterly Preventive Maintenance and Software Maintenance Update: City shall be entitled to receive four 4 quarterly Preventative Maintenance (PM) service, as mutually agreed upon by the parties, to ensure the System is performing in accordance with the published specifications.

Merchant ID [MID] & Merchant Category Code [MCC] process: The process for requesting and provisioning is for DPH to complete the additional location form requesting a new MID. The form will specify the location volume, the MCC code, legal DBA information and TAX ID, etc.