



AGREEMENT FOR AMERICAN EXPRESS® CARD ACCEPTANCE

This Agreement, effective as of June 30, 2010 (*Effective Date*), is by and between **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.**, a New York corporation, and **STATE OF FLORIDA** and participating State Entities (as defined on Schedule B below). The parties agree as follows:

1. Scope of this Agreement; Definitions and General Provisions

a. Scope. This Agreement and our other policies and procedures (which we may amend from time to time) govern your acceptance of American Express® Cards in the United States, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories, and in Canada.

b. Definitions.

Affiliate means any entity that controls, is controlled by, or is under common control with either party, including its subsidiaries.

Agreement means this document, the accompanying Schedules, any Exhibits, and our other policies and procedures (which we may amend from time to time).

American Express Card and *Card* mean any card, account access device, or payment device bearing our or our Affiliates' Marks.

Cardmember means the person whose name appears on the Card.

Charge means a payment or purchase made on the Card. *Card Present Charge* means a Charge for which the Card is presented at the point of purchase. *Card Not Present Charge* means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet), is used at unattended Establishments (e.g., customer activated terminals, called *CATs*), or for which the transaction is key-entered. *Disputed Charge* means a Charge about which a claim, complaint, or question has been brought.

Chargeback (sometimes called "full recourse" or "Full Recourse" in our materials), when used as a verb, means our reimbursement from you for the amount of a Charge subject to such right; when used as a noun means the amount of a Charge subject to reimbursement from you. *Immediate Chargeback* (sometimes called "Immediate Full Recourse" in our materials) means our right to Chargeback immediately and irrevocably without first contacting you or sending you an inquiry and for which you have no right to present any written response to dispute the Chargeback.

Chief Financial Officer means the Florida State Chief Financial Officer of Department of Financial Services.

Credit means the amount of the Charge that you refund to Cardmembers for purchases or payments made on the Card.

Establishments means all of your and your Affiliates' locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future.

Establishment Number (sometimes called the “merchant” or “SE” number in our materials) is the unique number we assign to your Establishment; if you have more than one Establishment, we may assign to each a separate Establishment Number.

Marks mean names, logos, service marks, trademarks, trade names, taglines, or other proprietary designations.

We, our, and us mean American Express Travel Related Services Company, Inc.

You and your mean the State of Florida and its State Entities listed in Exhibit 1.

Other defined terms appear in italics in the body of this Agreement.

c. List of Affiliates. You must provide to us a list of your participating State Entities, and notify us of any subsequent changes in the list.

d. For Your Use Only. This Agreement covers *only* you. You must not obtain Authorizations, submit Charges or Credits, or receive payments on behalf of any other party.

2. Accepting the Card

a. Acceptance. You must accept the Card as payment for goods and services sold at all of your Establishments. You agree that Sections 2.a. through 2.d. are reasonable and necessary to protect the Cardmember’s choice of which Card to use and that charge and credit Cards, including corporate Cards, are interchangeable. You are jointly and severally liable for the obligations of your Establishments under this Agreement.

b. Communicating Payment Methods. Whenever you communicate the payment methods you accept to customers, you must indicate your acceptance of the Card and display our Marks (including any Card application forms we may provide you) according to our guidelines and as prominently and in the same manner as any other charge, credit, debit, stored value or smart cards, account access devices, or other payment cards, services, or products (collectively, *Other Payment Products*).

c. Conduct with Cardmembers. You must not (i) try to dissuade Cardmembers from using the Card; (ii) criticize or mischaracterize the Card or any of our services or programs; (iii) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check); (iv) impose any restrictions, conditions, or disadvantages when the Card is accepted that are not imposed equally on all Other Payment Products; or (v) promote any Other Payment Products more actively than you promote the Card.

d. Other Conduct. You must not (i) engage in activities that harm our business or brand or (ii) indicate or imply that you prefer, directly or indirectly, any Other Payment Products over the Card.

e. Prohibited Uses. You must not accept the Card for: (i) damages, losses, penalties, or fines of any kind; (ii) costs or fees over the normal price of your goods or services (plus applicable taxes) or Charges that Cardmembers have not specifically approved; (iii) overdue amounts, or amounts covering returned or stop-payment checks; (iv) gambling services (including online gambling), gambling chips, or gambling credits; or lottery tickets; (v) adult digital content sold via Internet Electronic Delivery Transactions; (vi) cash; (vii) sales made by third parties or entities conducting business in industries other than yours; (viii) amounts that do not represent bona fide sales of goods or services at your Establishments, e.g. purchases at your Establishments by your owners (or their family members) or employees contrived for cash flow purposes; (ix) illegal business transactions; or (x) other items of which we notify you. You must not use the Card to verify your customer’s age.

3. Submitting Charges and Credits to Us

a. Currency and Charge Submissions. Your Establishments in the United States, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories must submit Charges and Credits in U.S. dollars. Your Establishments in Canada must submit Charges and Credits in Canadian dollars. You must submit all Charges to us within seven days of the date they are incurred, provided that you must wait to submit Charges until after you have shipped the goods or provided the services to the Cardmember.

b. Credit Submissions. You must submit Credits to us within seven days of determining that a Credit is due and create a record of Credit that complies with our requirements (*Credit Record*). You must not issue a Credit when there is no corresponding Charge. We will deduct the full amount of the Credit from our payment to you (or debit your Account, defined below), but if we cannot, then you must pay us promptly upon receipt of our invoice. You must submit all Charges and Credits under the Establishment Number of the Establishment where the Charge or Credit originated.

c. Credit to Card Account. You must issue Credits to the Card account used to make the original purchase, unless it was made with a *Prepaid Card* (meaning Cards marked “prepaid” or bearing such other identifier as we may notify you) that is no longer available or unless the Credit is for a gift that is being returned by someone other than the Cardmember that made the original purchase, in which case you may apply your refund policy. Charges and Credits will be deemed accepted on a given business day if processed by us before our cut off for processing Charges and Credits for that day at the relevant location.

d. No Cash Refunds. You must not give cash refunds to Cardmembers for goods or services they purchase on the Card, unless required by law. Your refund policy for purchases on the Card must be at least as favorable as your refund policy for purchases on Other Payment Products or other payment methods. You must disclose your refund policy to Cardmembers at the time of purchase and in compliance with applicable law.

e. You agree to abide by our Administrative Service/Convenience Fee Policy, which we may amend from time to time, and to notify each State Entity of these requirements and to monitor each State Entity’s compliance with the same.

4. Payment for Charges

a. Currency and Payment Amount. We will pay you according to your payment plan in U.S. dollars for the face amount of Charges submitted from your Establishments in the United States, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories less (i) any amounts you owe us or our Affiliates, (ii) any amounts for which we have Chargebacks, and (iii) any Credits you submit. We will pay you according to your payment plan in Canadian dollars for the face amount of Charges submitted from your Establishments in Canada less (i) – (iii) above.

b. Discount, Fees and Discount Rate. The Discount is the amount we charge you for accepting the Card and will be a percentage (*Discount Rate*) of the face amount of Charges you submit. The Discount Rate is set forth in Schedule “C” and will be fixed for the duration of the Term (as defined in section 9.a below), and will not be changed for the Term unless more favorable terms are offered by us and accepted by the Chief Financial Officer. The Discount will not be deducted from the face amount of the Charges you submit. Instead, each State Entity shall be given the option of having billing and payment by an invoice or permit us, at the end of each month, to debit the Account(s) designated by the State Entity for the aggregate Discount with respect to all of that month’s Charges. If a State Entity chooses to pay by an invoice, we will submit to such State Entity, within 20 days following the end of each month, an invoice detailing the Discount obligations of the previous month. The State Entity shall pay us the full amount of the invoice within 30 days of its receipt by the State Entity. If you or the State Entity choose electronic debit, you or the State Entity must notify the Bank that we may have access to the

Account(s) for the purpose of debiting amounts invoiced to you on a monthly basis. In no event shall we be obligated to pay you any fees or expenses. The foregoing notwithstanding, as of the Effective Date you have granted us an exemption from any fees that would otherwise be owed by us with respect to MyFloridaMarketPlace (MFMP). Should you determine to revoke that exemption at any point during the Term, you agree to give us ninety (90) days prior written notice thereof. In such event, the parties shall have the opportunity to renegotiate the Discount Rate and/or any other additional fees that would apply going forward. If, after 60 days from when such notice was given the parties have not agreed on the new Discount Rate and/or additional fees, then at such time we shall have the option to continue this Agreement with the current Discount Rate or terminate this Agreement on thirty days notice to you. If we do not provide a notice of termination by the time the revocation of our MFMP exemption becomes effective, then this Agreement shall remain in effect and the current Discount Rate shall continue to apply.

c. Corporate Purchasing Card. If you meet the requirements in Schedule A, paragraph 1.c, we may reduce your Discount Rate for Charges made on our Corporate Purchasing Card (CPC). This reduction will not apply if your Discount is a Flat Fee or a flat Prepaid Card transaction fee.

d. Notice of Error or Omission. You must notify us in writing of any error or omission in respect of your Discount or other fees or payments for Charges, Credits or Chargebacks within ninety days of the date of the statement containing such claimed error or omission, or we will consider the statement to be conclusively settled as complete and correct in respect of such amounts.

e. Payment in Error. If we determine at any time that we have paid you in error, we may exercise Chargeback to recover such erroneous payment. If you receive any payment from us not owed to you under this Agreement, you must immediately notify us (by calling our telephone service center) and your *Processor* (meaning your intermediary that we have certified for obtaining Authorizations from and submitting Charges and Credits to us) and return such payment to us promptly. Whether or not you notify us, we have the right to withhold future payments to you or debit your Account until we fully recover the amount. We have no obligation to pay any party other than you under this Agreement.

f. Collecting from Cardmembers. You must not bill or collect from any Cardmember for any purchase or payment made on the Card unless we have exercised Chargeback for such Charge, you have fully paid us for such Charge, and you otherwise have the right to do so.

5. Chargeback

a. When Chargeback Applies. We have Chargeback rights: (i) whenever Cardmembers bring Disputed Charges, as described in Schedule A, paragraph 5, or have rights under law to withhold payments; (ii) in cases of actual or alleged fraud relating to Charges; (iii) if you do not comply with this Agreement (including omitting any Transmission Data from Charge submissions), even if we had notice when we paid you for a Charge that you did not so comply and even if you obtained Authorization for the Charge in question; or (iv) as provided elsewhere in this Agreement.

b. How We Chargeback. We may Chargeback by deducting, withholding, recouping from, or offsetting against our payments to you (or debiting your Account), or we may notify you of your obligation to pay us, which you must do promptly and fully. Our failure to demand payment does not waive our Chargeback rights.

6. Protective Actions

a. Creating a Reserve. Regardless of any contrary provision in this Agreement, we have the right in our sole discretion to determine that it is necessary to have some security for your or any of your Affiliates' obligations to us or any of our Affiliates, under this Agreement or any Other Agreement. If we so determine, we may (i)

withhold and offset amounts from payments we otherwise would make to you under this Agreement; or (ii) require you to deposit funds with us. Such amounts or funds are called a Reserve. *Other Agreement* means any agreement other than this Agreement between (i) you or any of your Affiliates and (ii) us or any of our Affiliates.

b. Trigger Events for Reserve. Some of the events that may cause us to establish a Reserve include: (i) your ceasing a substantial portion of or adversely altering your operations; (ii) your selling all or substantially all of your assets or any party acquiring 25% or more of the equity interests issued by you (other than parties currently owning 25% or more of such interests), whether through acquisition of new equity interests, previously outstanding interests, or otherwise; (iii) your suffering a material adverse change in your business; (iv) your becoming insolvent; (v) our receiving a disproportionate number or amount of Disputed Charges at your Establishments; or (vi) our reasonable belief that you will not be able to perform your obligations under this Agreement, under any Other Agreement or to Cardmembers.

c. Setting-Up a Reserve. If an event leads us to believe that we need to create a Reserve, then we may immediately establish a Reserve or terminate this Agreement. We will inform you if we establish a Reserve. We may increase the amount of the Reserve at any time as long as the amount of the Reserve will not exceed an amount sufficient, in our reasonable judgment, to satisfy any financial exposure or risk to us under this Agreement (including from Charges submitted by you for goods or services not yet received by Cardmembers) or to us or our Affiliates under any Other Agreement, or to Cardmembers.

d. Other Protections. We may deduct and withhold from, and recoup and offset against, the Reserve any amounts you or any of your Affiliates owe us or any of our Affiliates under this Agreement or any Other Agreement. We may take other reasonable actions to protect our rights or those of any of our Affiliates, including changing the speed or method of payment for Charges, exercising Immediate Chargeback., or charging you fees for Disputed Charges.

e. Providing Information. You must provide to us promptly, upon request, information about your finances and operations, including your most recent certified financial statements.

7. Notices

a. Delivery and Receipt. All notices hereunder must be in writing and sent by hand delivery; or by first class mail, postage prepaid; or by expedited mail courier service; or by electronic mail (*e-mail*); or by facsimile transmission, to the addresses set out below. Notices will be deemed received and effective upon delivery, if hand-delivered; upon sending, if sent by e-mail or facsimile transmission; or three days after mailing, if mailed.

b. Our Notice Address. Unless we notify you otherwise, you will send notices to us at:

American Express Travel Related Services Company, Inc.
P.O. Box 53773
Phoenix, AZ 85072
Attn: Department 87
E-mail: American.Express.Contract.Keying@aexp.com
Fax: (602) 744-8413
Tel: (800) 528-5200

With a copy to:

American Express Travel Related Services Company, Inc.
3 World Financial Center
200 Vesey Street, 49th Floor

New York, NY 10285
Attn: General Counsel's Office / Merchant Services Practice Group

c. Your Notice Address. You must notify us immediately of any change in your notice address. Unless you notify us otherwise, we will send notices to you at:

Chief Financial Officer
Division of Treasury
1801 Hermitage Blvd., 4th Floor
Tallahassee, FL 32399-0344
Attn: Financial Administrator, Cash Management
E-mail: Miriam.Gray@myfloridacfo.com
Fax: (850) 488.0699

8. Limitation of Liability

a. Limitation of Liability. In no event will either party or its Affiliates, successors, or permitted assigns be liable to the other party for any incidental, indirect, speculative, consequential, special, punitive, or exemplary damages of any kind (whether based in contract, tort, including negligence, strict liability, fraud, or otherwise, or statutes, regulations, or any other theory) arising out of or in connection with this Agreement, even if advised of such potential damages. Neither you nor we will be responsible to the other for damages arising from delays or problems caused by telecommunications carriers or the banking system, except that our rights to create Reserves and exercise Chargebacks will not be impaired by such events.

9. Term and Termination

a. Effective Date/Termination Date. This Agreement begins on the Effective Date and continues for a period of five years (*Term*). This Agreement shall be subject to the availability of funds through your annual legislative appropriations; provided that if, during the Term, the funds for this Agreement will no longer be available with respect to any State Entity listed on Exhibit 1, then at least 45 days prior to that time, you shall provide us with a notice thereof identifying the affected State Entity and the acceptance of the Card by such State Entity shall terminate as of the day that the funds are no longer available as indicated in your notice to us.

b. Grounds for Termination. In addition to the termination rights listed in Section 9.a. above, in the event that you engage in any activities that harm our business or brand, without waiving our other rights and remedies, we can terminate this Agreement immediately upon notice to you. In the event that we determine or have reason to believe, in our sole discretion, that you are involved (or knowingly participate or have participated) in a fraudulent or illegal business activity, we can terminate this Agreement immediately without prior notice to you. This Agreement is a contract to extend financial accommodations, and if bankruptcy or similar proceedings are filed with respect to your business, then this Agreement will terminate automatically.

c. Termination for Breach. In the event a party commits a material breach of this Agreement (other than as specified in the preceding subsection), without waiving its other rights and remedies, the other party has the right to send the breaching party a notice specifying the breach and providing the breaching party an opportunity to cure the breach within a period of time no less than thirty days (*Cure Period*). If the breach is not cured within the Cure Period, then the non-breaching party has the right to terminate this Agreement by notice to the breaching party, with termination to be effective not less than ten days following the end of the Cure Period.

d. Post-Termination. If this Agreement terminates, without waiving our other rights and remedies, we may withhold from you any payments until we have fully recovered all amounts owing to us and our Affiliates. If any amounts remain unpaid, then you and your successors and permitted assigns will remain liable for such amounts

and will pay us within thirty days of request. You must also remove all displays of our Marks, return our materials and equipment immediately, and submit to us any Charges and Credits incurred prior to termination.

e. Surviving Provisions. The terms of all of Sections 1, 5, 6, 8, 9, 10, and 11 and paragraphs 1.b., 1.h., 5, and 6 of Schedule A will survive termination of this Agreement. Our right of direct access to the Account will also survive until such time as all credits and debits permitted by this Agreement, and relating to transactions prior to the effective date of termination, have been made.

10. Negotiation/Mediation of Disputes

In the event of any dispute, claim, question or disagreement arising from or relating to the Agreement, or the breach thereof, the parties hereto shall use commercially reasonable efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If they do not reach a solution within a period of sixty (60) days from first written notice of the dispute, then the parties agree first to try to settle the dispute by mediation administered by an entity or organization located in New York, New York mutually agreed upon by the parties before resorting to litigation. The parties shall share equally the cost of mediation. All offers, promises, conduct and statements, whether written or oral, made in the course of negotiations and mediation by any of the parties, their agents, employees, experts and/or attorneys, and/or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation. Either party may seek equitable relief prior to mediation to preserve the status quo pending the completion of that process. This provision may be enforced by any court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including legal fees, to be paid by the party against whom enforcement is ordered.

11. Compliance with Chapter 287, Florida Statutes

- a. Expenses of Financial Institutions. This Agreement does not envision payments for our expenses. Any travel for which reimbursement may be sought must receive the Chief Financial Officer's advance approval. Bills for travel expenses (as provided for by, or within the meaning or contemplating of Section 112.061, Florida Statutes), shall be submitted in accordance with Section 112.061, Florida Statutes.
- b. Public Access to Record. The Chief Financial Officer has the right to unilateral cancellation of this Agreement for and upon our refusal to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and of this Agreement and made or received by the contractor in conjunction with this Agreement, subject to federal laws and regulations. We shall be entitled to compensation at standard cost for any research and reproduction of materials so provided.
- c. We shall not be required to disclose to the public any proprietary copyrighted trade secrets or other material protected by law as referred to in Section 119.07, Florida Statutes.

12. Miscellaneous

a. Confidentiality. Each party must keep confidential and not disclose to any third party the terms of Schedule C to this Agreement and any information that it receives from the other party that is not publicly available, except as provided in the following sentence. If such information is subject to disclosure pursuant to an order, decree, subpoena or other validly issued judicial, administrative or regulatory process (including through requests for information or by oral questions), the receiving party will use commercially reasonable efforts to promptly notify the other party of such request or requirement so that such other party may seek to avoid or minimize the required

disclosure and/or to obtain an appropriate protective order or other appropriate relief to ensure that any information so disclosed is maintained in confidence to the maximum extent possible by the agency or other person receiving the disclosure. In addition, the receiving party will use its commercially reasonable efforts, in cooperation with the other party or otherwise, to avoid or minimize the required disclosure and/or to obtain such protective order or other relief to protect the information.

b. Proprietary Rights and Permitted Uses. Neither party has any rights in the other party's Marks, nor may one party use the other party's Marks without its prior written consent, except that we may use your name, address, (including your website addresses or URLs), and customer service telephone numbers in any media at any time. Any information about Cardmembers and Card transactions, including the names, addresses, account numbers, and Card Identification Numbers (*CIDs*) (collectively, *Cardmember Information*) are confidential and our sole property. Except as otherwise specified, you must not disclose Cardmember Information, nor use it other than to facilitate Card transactions in accordance with this Agreement.

c. Representations and Warranties. Each party represents and warrants to the other party that: (i) it is a sophisticated business, has negotiated individually each of the material provisions of this Agreement on an arm's length basis with the advice of competent counsel, in order to meet the respective needs of each party, and that no ambiguity in the drafting of this Agreement shall be construed against the drafter. (ii) it is duly qualified and licensed to do business in all jurisdictions in which it conducts business; (iii) it has full authority and all necessary assets and liquidity to perform its obligations and pay its debts hereunder as they become due; (iv) there is no circumstance threatened or pending that might have a material adverse effect on its business or its ability to perform its obligations or pay its debts hereunder; and (v) the individual who signs this Agreement on behalf of a party has the authority to bind that party to this Agreement. You further represent and warrant to us that: (vi) you are authorized to enter into this Agreement on behalf of your Establishments and Affiliates, including those indicated in this Agreement; (vii) you are not listed on the United States Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals List; (viii) you have not assigned to any third party any payments due to you under this Agreement; (ix) all information that you provided in connection with this Agreement is true, accurate, and complete; and (x) you have read this Agreement and kept a copy for your file. If any of your representations or warranties in this Agreement becomes untrue, inaccurate, or incomplete at any time, we may immediately terminate this Agreement in our discretion.

d. Compliance with Laws. Each party will comply with all applicable laws, regulations, and rules.

e. Governing Law; Jurisdiction. This Agreement and all Claims shall be governed by and will be construed and enforced according to the laws of the State of New York without regard to internal principles of conflicts of law. Any action by either party will be brought in the appropriate federal or state court located in the County and State of New York. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

f. Interpretation. In construing this Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) the term "or" is not exclusive; (iii) the term "including" means "including, but not limited to;" (iv) the term "day" means "calendar day"; (v) any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time; and (vi) all captions, headings, and similar terms are for reference only.

g. Assignment. Either party may assign this Agreement to its respective Affiliates on thirty (30) days prior written notice to the other party, provided that such entity is engaged in the same business and industry at the time of assignment as the assigning party is engaged in as of the Effective Date, and that it is fully capable of performing all the assigning party's financial and business obligations hereunder. Except as otherwise specified

herein, this Agreement binds, and inures to the benefit of, the parties and their respective successors and permitted assigns.

h. Waiver; Cumulative Rights. Either party's failure to exercise any of its rights under this Agreement, its delay in enforcing any right, or its waiver of its rights on any occasion, will not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights will constitute a waiver thereof. No waiver of any term of this Agreement will be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. All rights and remedies of the parties are cumulative, not alternative.

i. Savings Clause. If any term of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, that term will be replaced by an enforceable term most closely reflecting the parties' intentions, with the balance of the Agreement remaining unaffected.

j. Amendments. Except as specifically indicated herein, any amendment to this Agreement must be in writing and duly signed by both parties.

k. Entire Agreement. This Agreement with any Schedules and Exhibits is the entire agreement between you and us regarding the subject matter hereof and supersedes any previous agreements, understandings, or courses of dealing regarding the subject matter hereof.

l. Counterparts and Facsimile Versions. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other party. This Agreement is effective upon delivery of one executed counterpart from each party to the other party.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**AMERICAN EXPRESS TRAVEL RELATED
SERVICES COMPANY, INC.**



President
Merchant Services, Americas

STATE OF FLORIDA

By: _____

Name: _____

Title: _____

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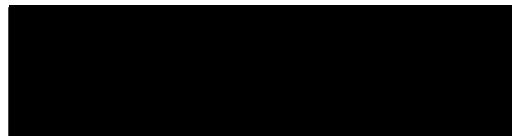
IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**AMERICAN EXPRESS TRAVEL RELATED
SERVICES COMPANY, INC.**

STATE OF FLORIDA

By: _____

President
Merchant Services, Americas



Title: Chief of Staff

Schedule A
Operational and Other Procedures

1. Charge Records

a. **Format.** For every Charge, you must create an electronically reproducible record of Charge (*Charge Record*) containing the following information (*Card Data*): (i) Cardmember name and full Card account number and expiration date via an imprinter or other point of sale equipment or systems; (ii) the date the Charge was incurred; (iii) the amount of the Charge that must be the total price for the purchase of the goods or services plus applicable taxes and gratuities purchased on the Card; (iv) the six-digit Authorization approval code number; (v) a mutually acceptable description of the goods or services purchased by the Cardmember; (vi) an imprint or other registration of your name, address, Establishment Number and, if applicable, store number; (vii) the Cardmember's signature; (viii) the words "No Refunds" if you have a no refund policy; and (ix) all other information as required from time to time by us or applicable law. You may create multiple Charge Records for a single purchase placed on different Cards, but you must not create multiple Charge Records for a single purchase to the same Card, by dividing the purchase into more than one Charge.

b. **Retaining Documents.** You must retain the original Charge Record or Credit Record (as applicable) and all documents evidencing the transaction, or reproducible records thereof, for twenty-four months from the later of the date you submitted the corresponding Charge or Credit to us or the date you fully delivered the goods or services to the Cardmember. You must provide a copy of the Charge Record or Credit Record and other supporting documents to us within twenty days of our request.

c. **CPC Charges.** In order for us to reduce your Discount Rate for CPC Charges (if applicable), you must capture additional or reformatted Card Data on the Charge Record and Transmission Data on the Transmission, according to our specifications, including (as applicable): (i) the sales tax; (ii) the ship-to zip code; (iii) Corporate Purchasing Cardmember reference information; (iv) the name of the Corporate Purchasing Cardmember's employer; and (v) any other information requested by us or our CPC customers from time to time. You must obtain Authorization for and submit each CPC Charge to us electronically according to our specifications. We may modify the preceding requirements from time to time.

d. **Card Present Charges.** For Card Present Charges, you must: (i) verify that the Card is not visibly altered or mutilated; (ii) ensure that the Card is being used within any valid dates shown on its face; (iii) ensure that the account number on the face of the Card matches the account number on its back; (iv) verify that the Card is signed in the same name as the name on its face (except for Prepaid Cards that show no name on their face); (v) create a Charge Record as described above and verify (1) that the Cardmember's name and signature on the Charge Record matches the name and signature on the Card (or, for a Prepaid Card that shows no name on its face, that the signature on the back of such Prepaid Card matches the signature on the Charge Record) and (2) that the Card account number and expiration date printed on the Charge Record matches the expiration date and account number on the Card; and (vi) obtain Authorization as described below.

e. **Card Not Present Charges - General.** For Card Not Present Charges, you must: (i) create a Charge Record as described above, except with a designation of "Mail Order," "Telephone Order," "Internet Order," or "Signature on File," as applicable, on the signature line or the appropriate electronic descriptor on the Charge Record; (ii) ask the Cardmember for his or her name as it appears on the Card, the Card account number and expiration date, the Cardmember's billing address, and the ship-to address; and (iii) obtain Authorization as described below. We have the right to Chargeback for any Card Not Present Charge that the Cardmember denies making or authorizing. We will not Chargeback for such Charges based solely upon a Cardmember claim that he or she did not receive the disputed goods if you have verified with us that the address to which the goods were shipped is the Cardmember's billing address and obtained a receipt signed by the authorized signer verifying the delivery of the goods to such address.

f. Card Not Present Charges - Internet. We will accept Charges for Internet Orders subject to the requirements of subsection e. above and the following additional requirements. You must: (i) not send Card Data or Transmission Data concerning any Internet Order via the Internet or any other electronic mail medium to anyone other than the Cardmember who made the Internet Order, your Processor, or us; (ii) submit all Charges for Internet Orders electronically; (iii) use any separate Establishment Numbers that we provide you for Internet Orders in all your requests for Authorization and submissions of Charges for Internet Orders; (iv) provide us with at least one month's prior written notice of any change in your Internet address; and (v) comply with any additional requirements that we may have from time to time. We will not be liable for actual or alleged fraudulent transactions over the Internet and we will have the right to Chargeback for those Charges. Additionally, if a Disputed Charge arises involving a Card Not Present Charge that is an Internet Electronic Delivery Transaction, we will exercise Immediate Chargeback for the full amount of the Charge. An *Internet Order* occurs when Card payment information is taken via the World Wide Web, online (usually via a website payment page), e-mail, intranet, extranet, EDI or other similar network in payment for goods or services. An *Internet Electronic Delivery Transaction* occurs when goods or services are ordered online and electronically delivered online (e.g., images or software downloads).

g. Unattended Terminals - CATs and Payment Kiosks. We will accept Charges for purchases at your unattended CATs or payment kiosks subject to the requirements of subsection e. above and the following additional requirements. You must: (i) include in all requests for Authorization the full magnetic stripe data stream; (ii) flag all requests for Authorization with a CAT indicator; and (iii) follow any additional Authorization procedures that we may provide to you if you accept the Card at a CAT that is part of, or attached to, a fuel dispenser.

h. Recurring Billing Charges. If you offer Cardmembers the option to make recurring Charges automatically (*Recurring Billing Charges*), you must: (i) obtain the Cardmember's consent for you to bill his or her Card account before submitting the first Recurring Billing Charge and (ii) notify Cardmembers that they can withdraw such consent at any time. The method you use to secure such consent must contain a disclosure that you may receive updated Card account information from the financial institution issuing the customers' Cards. You must retain evidence of such consent for twenty-four months from the date you submit the last Recurring Billing Charge. Before submitting a Recurring Billing Charge, you must obtain Authorization and complete a Charge Record except with the words "Signature on File," if applicable, on the signature line and the appropriate electronic descriptor on Charge Data. If this Agreement terminates for any reason, then you must notify all Cardmembers for whom you have submitted Recurring Billing Charges that you no longer accept the Card. The cancellation of a Card account constitutes immediate cancellation of that Cardmember's consent for Recurring Billing Charges. We need not notify you of such cancellation, nor will we have any liability to you arising from such cancellation. You must fulfill Cardmembers' requests that you discontinue the Recurring Billing Charges immediately and provide cancellation numbers to them. If a Card account is cancelled, or if a Cardmember withdraws consent to Recurring Billing Charges, you are responsible for arranging another form of payment (as applicable) with the Cardmember. You will permit us to establish a hyperlink from our website to your website (including its home page, payment page or its automatic/recurring billing page) and list your customer service contact information.

2. Authorization

a. Approval Code Number. You must obtain from and submit to us a six-digit authorization approval code number (*Authorization*) for all Charges. Each Authorization request must include the full Card account number and be for the total price of your goods or services plus applicable taxes, except for a Prepaid Card that does not have sufficient funds available to cover that amount; in this event, Authorization is required only for the amount of funds used on the Prepaid Card and you may follow your policy on combining payment on Prepaid Cards with any Other Payment Products or methods of payment. If the other payment method is a Card, then this Agreement

applies. Authorization does not guarantee that we will accept the Charge without exercising Chargeback, nor is it a guarantee that the person making the Charge is the Cardmember or that you will be paid.

b. Thirty-Day Limit. If you submit a Charge to us more than thirty days from the original Authorization date, you must obtain a new Authorization approval code number. For Charges of goods or services that are shipped or provided more than thirty days after an order is placed, you must obtain Authorization for the Charge at the time the order is placed and again at the time you ship or provide the goods or services to the Cardmember.

c. Magnetic-Stripe Data. If you process Card Present Charges electronically, you must transmit full magnetic stripe data with your Authorization request via a Card swipe through your point of sale equipment or systems. If the magnetic stripe is unreadable and you have to key-enter the transaction to obtain an Authorization, you must take a manual imprint of the Card to validate Card presence. If you do not take a manual imprint for any keyed transaction, we will have a right to Chargeback such Charge.

d. Telephone Authorization. If your point of sale equipment or system is unable to reach our computer authorization system for Authorization, or you do not have such equipment or systems, you must obtain Authorization for all Charges by calling us at our Authorization telephone number. We will charge you a fee (currently sixty-five U.S. cents) for each Charge for which you request Authorization by telephone unless such failure to obtain Authorization electronically is due to the unavailability or inoperability of our computer authorization system.

3. Submitting Charges and Credits Electronically

a. Electronic Transmissions. You must submit Charges and Credits electronically (*Charge Data*) over communication lines (*Transmissions*). Transmissions must comply with the specifications that we provide from time to time, including the following information (*Transmission Data*): The same as the Card Data requirements listed in Schedule A, paragraph 1.a., except for the requirements to include (i) Cardmember name, (ii) Card account expiration date, (iii) the Cardmember's signature and (iv) the words "No Refunds" if you have a no refund policy. We need not accept any non-compliant Transmissions and have the right to assess non-compliance fees. You must place additional, less, or reformatted information on Transmissions within thirty days' written notice from us. Even if you transmit Charge Data and Transmission Data electronically, you must still complete and retain Charge Records and Credit Records.

b. Paper Submissions. If you should, under extraordinary circumstances, submit Charges and Credits on paper, you must submit Charge Records and Credit Records in accordance with our instructions.

c. Processor. You may retain, at your expense, a Processor (sometimes called an "Authorized Gateway Provider" in our materials) which (together with any of your other Covered Parties) you must ensure cooperates with us to enable your Card acceptance. You are responsible and liable for any problems or expenses caused by your Processor and for any fees that your Processor charges us or that we incur as a result of your Processor's system for transmitting requests for Authorizations and Charge Data to us. We may bill you for any fees or deduct them from our payments to you. You must provide us on request with all relevant information about your Processor.

d. Configuring Our Communications. The above notwithstanding, if commercially reasonable and not prohibited by any of your other agreements, you will work with us to configure your card authorization, settlement, and point of sale equipment or systems to communicate directly with our systems for Authorizations and submissions of Charge Data.

4. Payment Method

a. Electronic Pay Program. You must participate in our Electronic Pay program unless you do not have (or cannot obtain) a bank account or your bank does not have access to the Federal Reserve System to receive transactions via an automated clearing house (*ACH*). If you do not participate in the Electronic Pay program, we will charge you a fee (currently ninety-five U.S. cents per check), for paying you by check. If you participate in our Electronic Pay program but do not submit Charge Data electronically, we will charge you a fee (currently 0.15% of the face amount of the Charge).

b. Payment Procedures. We will send payments for Charges from your Establishments in the United States electronically via ACH to the demand deposit account (*Account*) you designate at a bank in the United States (*Bank*) that participates in ACH. You must provide us with your Bank's name and ABA (bank routing) number and your Account's DDA (bank account) number, and you must notify your Bank that we will have access to your Account for debiting and crediting the Account. We will initiate ACH payment to your Account within such number of days (excluding Sundays and Federal Reserve holidays) of our cut-off time for receiving and processing Charges as are indicated in Schedule C. If your payment date falls on a day that our bank is not open for processing ACH payments, we will initiate payment on the next day our bank is open for such processing. We will not be responsible for any obligations, damages, or liabilities in excess of the amount of the applicable debit, credit, or adjustment to your Account in the event that your Bank does not honor any such item or improperly applies it to your Account. You must notify us of any changes to your Bank, Account, or ACH information.

c. Paper Statement Fees. If you choose to receive paper statements, we may charge you a fee for each paper statement, which we may change from time to time. That fee is currently \$4.50.

5. Disputed Charges

a. Chargeback Rights. With respect to a Disputed Charge, (i) we have Chargeback rights, prior to contacting you, if we determine that we have sufficient information to resolve the Disputed Charge in favor of the Cardmember, or (ii) we may contact you prior to exercising Chargeback. In either case, you will have no more than twenty days after we contact you to provide to us a written response containing the information we require, including the full Card account number. We will Chargeback, or our previous decision to exercise Chargeback will remain in effect, for the amount of the Disputed Charge if, by the end of that twenty-day period, you have not fully resolved the Disputed Charge or provided us with the information requested.

b. Resolution of Disputed Charges. If we determine, based upon the information provided by you and the Cardmember, to resolve the Disputed Charge in the Cardmember's favor, we will Chargeback for that Disputed Charge, or our previous Chargeback will remain in effect. If we resolve the Disputed Charge in your favor, we will take no further action (if we have not previously exercised Chargeback) or we will reverse our previous Chargeback. The foregoing does not affect procedures under Immediate Chargeback or any special Chargeback (or "Full Recourse") programs that apply to you and under which you do not receive inquiries or notices regarding certain types of Charges prior to our final exercise of Chargeback.

c. Immediate Chargeback Program (sometimes called "Immediate Full Recourse Program" in our materials). If we receive disproportionately high numbers or amount of Disputed Charges relative to your prior history or industry standards, notwithstanding anything to the contrary in this Agreement, we may place you in our Immediate Chargeback program and/or charge you a fee (currently US\$5 per Disputed Charge if you are in the Immediate Chargeback program or US\$15 per Disputed Charge if you are not in the Immediate Chargeback program) and/or create a Reserve.

6. Data Security

- a. Standards for Protection of Information. Except as otherwise specified, you must, and you must cause your Covered Parties, to: (i) store Cardmember Information only to facilitate Card transactions in accordance with this Agreement and (ii) comply with the current version of the Payment Card Industry Data Security Standard (*PCI Standard*). You must protect all Charge Records and Credit Records retained pursuant to this Agreement in accordance with these data security provisions; you must use these records only for purposes of this Agreement and safeguard them accordingly. Your data security procedures for the Card shall be no less protective than for Other Payment Products you accept. You are liable for your Covered Parties' compliance with this section. *Covered Parties* means any or all of your employees, agents, representatives, subcontractors, Processors, providers of your point of sale equipment or systems or payment processing solutions, and any other party to whom you may provide Cardmember Information access in accordance with this Agreement.
- b. Data Security Operating Policy. You further must comply with our Data Security Operating Policy which we may amend from time to time. You have additional obligations under that policy based on your transaction volume, including providing to us documentation validating your compliance with the PCI Standard performed by a third party security assessor acceptable to us. We have the right to assess non-compliance fees in accordance with that policy for your failure to comply with those obligations.
- c. Notification of Compromise. You must notify us immediately if you know or suspect that Cardmember Information has been accessed or used without authorization or used other than in accordance with this Agreement. You must provide (and obtain any waivers necessary to provide) to us and our auditors, on request, full cooperation and access to conduct a thorough audit of such data incident, including providing all Card account numbers related to the incident and audit reports of the incident. You must work with us to rectify any issues arising from the incident, including consulting with us about your communications to Cardmembers affected by the incident and providing (and obtaining any waivers necessary to provide) us all relevant information to verify your ability to prevent future incidents in a manner consistent with this Agreement. Audits must include forensic reviews and reports on compliance, any and all information related to the incident, and they must identify the cause of the incident and confirm whether or not you were in compliance with the PCI Standard at the time of the data incident.
- d. No Representation by Us. Except as otherwise specified in these data security provisions or our Data Security Operating Policy, your compliance with our Data Security Operating Policy shall not in any way relieve your indemnity obligations to us under this Agreement, nor relieve or decrease your liability in any way. You are responsible at your sole expense for providing any additional data security measures that you deem necessary to protect your particular data and interests. We do not in any way represent or warrant that the measures contained in these data security provisions or our Data Security Operating Policy are sufficient or adequate to protect your particular data and interests. WE HEREBY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, AND LIABILITIES WITH RESPECT TO OUR DATA SECURITY OPERATING POLICY, THE PCI STANDARD, AND THE DESIGNATION AND PERFORMANCE OF THIRD PARTY SECURITY ASSESSORS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- e. Automated Verification. Our Automated Address Verification and CID services are methods to help you mitigate the risk of fraud, but are not guarantees that a Charge will not be subject to Chargeback. You must participate in, and be certified under, our CID program if you wish to use that method.

Schedule B
Additional Terms and Conditions for Specific Industries

If you conduct business in the Government industry, you also must comply with the following provisions.

Within thirty days of the Effective Date of this Agreement, you must provide us, in an electronic format, a list of State Entities that accept Other Payment Products (*List*) containing at least the following information: (a) name and telephone number of the State Entity and decision maker, (b) address of the State Entity, including street, city, state, and zip code, and (c) an indication whether the State Entity accepts Other Payment Products. If a State Entity accepts Other Payment Products, you must cause it to accept the Card should you have authority to do so. You must provide us with a current and accurate List at least annually. We will only use the List for internal purposes and will not share the List with any third party sales agents.

State Entities means your departments, agencies, institutions, offices, colleges, universities, school districts, counties, cities and other state agencies, agencies or units of local government as defined in Florida Statutes Section 216.011 and 215.322. A State Entity may also participate in Card acceptance by signing an agency participation agreement in the form attached as Exhibit 2, by completing our online application, or by signing a separate agreement with us.

**Schedule C
Confidential and Proprietary
Payment Terms and Covered Affiliates**





EXHIBIT 1
STATE ENTITIES

Name	Address	Decision Maker / Contact	Telephone	Service to be Provided	Annual Gross Revenue	Accepts Other Payment Products (if so, list them)
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						



EXHIBIT 2

AGENCY PARTICIPATION AGREEMENT
FOR AMERICAN EXPRESS® CARD ACCEPTANCE
[STATE ENTITY]

This Agreement, and any attachments hereto (*Agency Participation Agreement*) is between AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. (*we, us or our*), and the [STATE ENTITY] (*you and your*).

For good and valuable consideration, receipt of which is hereby acknowledged, both parties agree as follows:

1. The terms and conditions of the Agreement for American Express® Card Acceptance between American Express and the STATE OF FLORIDA (*Master Agreement*) shall be incorporated herein by this reference as if fully set forth herein. All terms used herein shall have the same meaning as in the Master Agreement, unless specified to the contrary.
2. For the purposes of this Agency Participation Agreement, the terms *you* are *your* under the Master Agreement shall mean the [STATE ENTITY]. You agree to accept the Card under the terms of the Master Agreement, at a minimum, at all your Establishments where you accept Other Payment Products (except as noted in the Master Agreement). You represent that you have received all the necessary approvals from the State Treasurer's Office to allow you to enter into this Agency Participation Agreement.
3. Notwithstanding anything to the contrary contained herein, all terms and conditions of the Master Agreement shall remain unchanged and in full force and effect, and this Agency Participation Agreement shall continue in effect for so long as the Master Agreement is in full force and effect. If the Master Agreement terminates for any reason, this Agency Participation Agreement shall also immediately terminate without further notice.

IN WITNESS WHEREOF, the parties have caused this Agency Participation Agreement to be executed effective as of _____.

[STATE ENTITY]

AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY, INC.

Thomas F. Pojero
Senior Vice President
Merchant Acquisition North America

By: _____
Name: _____
Title: _____