



FIS Supplied Equipment Program Second Addendum

Merchant engages FIS as the provider of equipment ("Equipment") in support of point of sale ("POS") transactions at Merchant's retail locations in accordance with this Supplied Equipment Program Addendum ("Addendum"). FIS desires to lease the Equipment ("Service") to Merchant in accordance with the terms and conditions of its Supplied Equipment Program ("SEP") as outlined below. This Addendum is part of the Merchant Agreement described on the signature page to which this Addendum is attached.

This Second Addendum replaces the FIS Supplied Equipment Program Addendum and nullifies notations on page 2 of the merchant application regarding Option IV under the equipment section.

1. **Term.** Merchant agrees to participate in the SEP for a period of thirty-six (36) months from effective Date ("Initial Term"). Upon expiration of the initial term, the agreement will continue on a month to month basis unless terminated by the provision of the thirty (30) days written notice by either party.
2. **Equipment.**
 - a. Merchant acknowledges that the Equipment is the sole and exclusive property of FIS or its supplier and title to all Equipment shall remain with FIS or its supplier. Merchant agrees to return the Equipment upon (i) replacement or exchange of any Equipment for new or replacement Equipment in the case of a Covered Event, as further defined below; (ii) termination or expiration of the Term; or (iii) termination or expiration of the Merchant Agreement.
 - b. In the event that Equipment is not returned, there will be a Non-Returned Equipment Fee of \$100.00 per terminal (if enrolled in SEP Options I, II, IV, or V), or \$1,000 per terminal (if enrolled in SEP Options III, or VI).
 - c. In the event that Equipment is returned and is not in good working condition, as deemed by FIS or its Agent, FIS may, at its discretion, charge a Non-Returned Equipment Fee.
 - d. Upon expiration of the Initial Term of this Agreement, title to the Equipment shall vest with Merchant at no additional cost.
 - e. All Equipment shall be new.
3. **Equipment Returns.**
 - a. If in FIS' discretion the Equipment is not functioning or is damaged ("Failed Equipment") as a result of a Covered Event (defined below) Merchant can request replacement Equipment from FIS. Replacement Equipment will be sent to Merchant via overnight delivery as long as (a) request is received by 4:00PM EST and (b) overnight service is available in the delivery area.
 - b. If Merchant returns Equipment which, upon inspection, is found to be discontinued Equipment, the Equipment will be deemed to be a Non-Eligible Return, subject to the Non-Returned Equipment Fee of \$100 per terminal.
 - c. If returned Equipment is not functioning or is damaged as a result of a Non-Covered Event, there will be a fee charged to the Merchant of \$100.00 per terminal (if enrolled in SEP Options I, II, IV, or V), or \$1,000 per terminal (if enrolled in SEP Options III, or VI).
4. **Supplies** – Merchant may purchase supplies (e.g., paper rolls, printer ribbons, sales drafts, credit slips, cables, peripherals) at a discounted rate. Normal shipping charges will apply.
5. **Program Fees** – As indicated in the pricing attachment and based on the Equipment selected, FIS will charge a monthly fee per terminal/per month plus applicable taxes, such fees to be reflected in itemized form on Merchant's monthly statement received from FIS in connection with the Merchant Agreement. The agreed upon prices stated in the pricing attachment hereto shall be guaranteed for the Initial Term.
6. **Warranty.** FIS makes NO express or implied warranties, conditions, or representations to Merchant or with respect to the EQUIPMENT, whether oral or written, express, implied or statutory. Without limiting the foregoing, any implied warranty or condition of merchantability, non-infringement, or fitness for a particular purpose IS expressly excluded and disclaimed. FIS will, to the extent possible pass through any manufacturer's warranty.
7. **Termination.**
 - a. Upon cancellation during the Initial Term of the Agreement, Merchant agrees to immediately return the Supplied Equipment at its own expense.
 - b. In the event of early termination of this Service by the Merchant; as long as the Equipment is returned in good condition there will be no additional fees related to the early return of the Equipment.
8. **Limitation of Liability.** FIS'S TOTAL LIABILITY TO MERCHANT ARISING FROM THIS AGREEMENT IS LIMITED IN ALL CASES AND IN THE AGGREGATE TO THE AMOUNT OF FEES ACTUALLY PAID BY MERCHANT TO FIS PURSUANT TO THE AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT THAT IS THE BASIS FOR THE FIRST CLAIM. NOTWITHSTANDING THE FOREGOING, FIS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, DELAY OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS), EVEN IF FIS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
9. **Definitions.**
 - a. **Non-Covered Event** - (a) lost or stolen devices; (b) damage caused by abuse, neglect, vandalism, misuse (including, faulty installation, repair or maintenance by anyone other than FIS or an agent designated by FIS); (c) unauthorized modifications, extreme environments (including extreme temperature and humidity), extreme physical stress, fluctuation or surges of electrical power, electrical or magnetic interference, lightning, static electricity, fire, acts of God or other external causes; (d) equipment with serial numbers that have been altered, defaced or removed; (e) cosmetic damage (including, scratches, dents and broken plastic bits that do not otherwise affect the functionality of the terminal); (f) damage to or loss of any software or data residing or recorded in the device; (g) consumable parts, such as batteries; or (h) updates or modifications to terminals required for purposes of industry compliance; (i) intentional acts or willful damage. In the event of a Non-Covered Event, there will be a fee charged to the merchant of \$100.00 per terminal (if enrolled in SEP Options I, II, IV, or V), or \$1,000 per terminal (if enrolled in SEP Options III, or VI).
 - b. **Covered Event** - Issues, complications and/or failures as a direct result of normal business use or wear and tear.
10. **Equipment Type Designation.** Merchant selects and Option IV and V of the SEP.



PRICING ATTACHMENT

SEP Pricing Options: Please circle the option selected by the merchant:

Terminal/Printer Combinations	SEP Monthly Fee per Terminal Device	Quantity
Option I-Fully-loaded VeriFone countertop option VX 520 DC SC CTLS-Dial/IP connectivity, integrated PIN pad, contact and contactless Model # 252-653-A3-NAA-3	\$10.00*	
Option II-External PIN pad VeriFone option VX 520 DC SC CTLS and VX 805 SC CTLS-Dial/IP connectivity and external attached PIN pad, contact and contactless Model # 252-653A3-NAA-3 & M280-703-A3-WWA-3	\$17.00*	
Option III-Wireless VeriFone option VX 680 3G Wireless-Dial/IP connectivity, integrated PIN pad, 4 MB of memory, contact and contactless, full-feature base/docking station, SIM card Model # M268-793-C6-USA-3	\$30.00*	
Option IV-Fully-loaded Ingenico countertop option iCT220-Dial/IP connectivity, integrated PIN pad, contact and contactless Model # ICT220-11P2372A	\$10.00*	7
Option V-External PIN pad Ingenico option iCT220 and iPP320 – Dial/IP connectivity and external attached PIN pad, contact and contactless Model # ICT220-11P2372A & iPP310-11P2486A	\$21.00*	22
Option VI-Wireless Ingenico option iWL255 GPRS 3G Wireless-Dial/IP connectivity, integrated PIN pad, 4 MB of memory, contact and contactless DC base/docking station, SIM card Model # iWL255-01P2070A	\$31.00*	
Total number of terminals being purchased (please designate the number of terminals purchased in the space to the right)		29

Pricing Notes:

*Prices do not include sales tax. Additional vendor/transaction fees for wireless service may apply.

Price includes: terminal, complimentary starter kit (quick reference card, Ethernet cable, two rolls of receipt paper), initial download, debit injection (where applicable) and shipping. Additional benefits for wireless terminals include wireless activation, SIM card, and charging/docking base/station.



FIS

Signature

Print Name

Title

Date

Merchant

Signature

Print Name

Title

Date

[Handwritten Signature]

Dawn Murray

SVP Merchant Svcs

7/6/2016

[Handwritten Signature]

Ronald L. Olson

City Manager

2/18/16
