

**ORDER****Prepared for: Maine Highlands Federal Credit Union**73 Main Street
Dexter, ME 04930**Order Effective Date: 7/01/2021**Fidelity Information Services, LLC
601 Riverside Avenue
Jacksonville, FL 32204-2946

This Order is governed by the Information Technology Services Agreement between **Maine Highlands Federal Credit Union** ("Client") and **Fidelity Information Services, LLC** dated 6/1/2013 ("Agreement"). The Solution Terms below apply to the referenced Solutions, in addition to the General Terms and Conditions. By signing this Order, Client agrees to purchase the Services and license the Software listed on the attached pricing attachment(s).

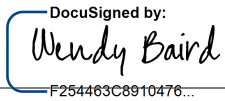
SOLUTIONS & TERM

Solution	Applicable Solution Terms (Attached)	Initial Term	Renewal Term
FIS Card Personalization	Card Personalization and Fulfillment Service Solution Terms	60 Months	12 Months
TBS	Payment Processing and Gateway Service Solution Terms	60 Months	12 Months
SecurLOCK Premium	SecurLOCK Service Solution Terms, Payment Processing and Gateway Service Solution Terms	60 Months	12 Months

1. Each Service on this Order will begin on the Commencement Date for that Service and continue for the initial term in the table above (the "**Initial Term**"). The Commencement Date of a Service or Software already in use by Client as of the Effective Date shall be 07/01/2021. The Commencement Date of a Service or Software not already in use by Client as of the Effective Date shall be as set forth in Section 2.1.1 of the General Terms or in the case of Software, Section 3.1 of the Software License and Maintenance Addendum. After the Initial Term, or the then current Renewal Term, the term of the Service automatically renews for successive renewal terms as set forth in the table above (each, a "**Renewal Term**") unless terminated by Client or FIS in writing at least 180 days prior to the last day of the Initial Term or of the then current Renewal Term. The existing General Solution Terms apply to all Solutions in this Order.

2. In the event of any conflict between this Order and the Agreement, the terms of this Order govern the Solutions on this Order. This Order may be executed and delivered by electronic means. Electronic signatures will be deemed original signatures for all purposes and will legally bind the parties to the same extent as an original signature.

MAINE HIGHLANDS FEDERAL CREDIT UNION**FIDELITY INFORMATION SERVICES, LLC**

Signature: 
F254463C8910476...

Name: Wendy Baird

Title: CARD SERVICES MANAGER

Date: June 18, 2021 | 13:35 PDT

Signature: 
6440C8F37EF2431...

Name: Jason Horwitz

Title: Contract Manager

Date: June 30, 2021 | 16:35 EDT



SOLUTION TERMS

1. **Card Personalization and Fulfillment Service Solution Terms.** Commencement of the Services shall be the date that FIS first receives a written order for card personalization or materials. Client shall comply with VISA, MasterCard, Discover, AMEX and other applicable network association rules which govern the issuance of cards. Client shall exclusively procure its card personalization and fulfillment materials from FIS. For purposes of determining FIS' cap on damages under the Agreement, the amount of fees paid by Client for the Service will exclude postage and shipping charges. Delivery of cards shall be deemed complete upon FIS' delivery of the supply of cards to either FIS' designated presort company, the United States Post Office, a common carrier or courier. Client shall bear all risk of loss associated with the cards once delivery of the cards is complete.

2. **Payment Processing and Gateway Service Solution Terms.** Client shall comply with the operating rules, bylaws, and requirements of all payment networks in which Client participates and/or accesses through the Service ("**Operating Rules**"). Client shall be responsible for all fines, fees, penalties and charges resulting from its failure to comply with the Operating Rules. If FIS clears or settles transactions and/or processes payments on Client's behalf, then FIS may require Client to establish and maintain a clearing or settlement account ("**Settlement Account**") with a minimum balance reasonably determined by FIS. Client may designate the account of an Independent Sales Organization as the Settlement Account for purposes of this Section with FIS' prior written consent. Immediately upon FIS' request, Client shall reimburse FIS for any amounts remitted by FIS to third parties in settlement of transactions processed on Client's behalf. In the event FIS performs settlement activities on Client's behalf using FIS' funds, FIS may assess a monthly charge to Client to reimburse FIS for its variable cost of funds. FIS shall not be responsible for any settlement errors or deficiencies reported to FIS after the applicable payment network's allotted time period for adjustment. FIS may charge Client additional fees for any new or enhanced capability or feature that FIS enables in order for FIS and/or Client to comply with Laws or Operating Rules, and FIS may pass through to Client a share of any costs incurred by FIS in making such enhancements. In addition, FIS may pass through to Client a share of costs incurred by FIS in making upgrades or modifications to FIS' security systems or processes. Client's sole remedy and FIS' sole obligation for an Output error shall be to correct the error by reprocessing the affected Client Data or preparing and issuing new Output at no additional cost to Client; provided, however, that reprocessing required due to Client error, omission or delay shall be performed at Client's expense. Client authorizes FIS to store and use all data provided by or on behalf of Client and/or Customers in connection with the Service, and all information that is derived from such data, in order to provide the Service, to create Depersonalized Information, and for other purposes permissible under Law, and to disclose Depersonalized Information to third parties. "**Depersonalized Information**" means data provided by or on behalf of Client and/or Customers in connection with the Service, and all information that is derived from such data, that has had names and other personal information removed such that it is not reasonably linkable to any person, household, or device. Client agrees that FIS is entitled to disclose such data and derived information to third parties in order to facilitate its cleansing, provided that any such third parties are bound by commercially reasonable confidentiality and non-disclosure restrictions. FIS' rights with respect to Depersonalized Information shall survive the termination of the Agreement or the Service.

2.1 **Percentage Discount.** In consideration for Client entering into and complying with the terms of this Solution Terms, Client shall receive a ten percent (10%) discount ("**Percentage Discount**") on all Processing Fees incurred during the Initial Term. "**Processing Fees**" are those items with specific dollar values set forth on Attachment B, but excluding: pass-through fees, such as postage and association fees; items requiring a separate quote; and the settlement fee. Additionally, if Client purchases the following products or services, the parties agree that the foregoing discount shall not apply to fees for such services: Receivables Management Services; Fraud and Dispute Chargeback Services; Customer Service Services; and any new products or services added subsequent to the Effective Date. The Percentage Discount will be applied to the Renewal Pricing (defined herein) for the items designated as Processing Fees (and not to the list pricing set forth in Attachment B). "Renewal Pricing" shall mean the list pricing set forth in Attachment B, plus any allowable price increases made to the Services under Client's prior agreement with FIS (as reflected on Client's invoices for such Services as of the Commencement Date). In the event Client terminates a Service contemplated by Attachment B during the Initial Term, addition to any other amounts owed under the Solution Terms, Client shall repay FIS the aggregate amount of any discounts that were applied to the terminated Service(s).

3. **SecurLOCK™ Service Solution Terms.**

3.1 Client shall only use the Service for its Customer accounts that had a balance or any monetary or non-monetary transaction or authorization during the applicable activity month ("**Active Accounts**"). Client shall not use any third-party software provided in connection with the Service in conjunction with any product or service other than the Service. Client shall participate, via FIS, in Fair Isaac Corporation's ("**Fair Isaac**") Fraud Control Consortium ("**Fair Isaac Consortium**") which permits Fair Isaac to collect and analyze data on card fraud for the purpose of identifying fraud



trends and fraudulent behavior. Client authorizes FIS to provide to Fair Isaac encrypted Client Data and other information requested from time to time by Fair Isaac for use by the Fair Isaac Consortium in connection with: (a) Fair Isaac and its affiliates' products and services; (b) in connection with and as part of any Fair Isaac Consortium data; and (c) other research, consulting and development activities of Fair Isaac and its affiliates. If Client Data is not provided in accordance with Fair Isaac's requirements, Client may experience performance issues. FIS shall not be liable for any transaction processed on behalf of Client or its Affiliates, users, or Customers, including any credit, fraud or counterfeit losses. Client's participation in the Fair Isaac Consortium may be terminated if Client does not provide Client Data in an acceptable format. In such event, the Client will be required to license a custom model directly from Fair Isaac. Client represents and warrants that it: (a) has sufficient ownership rights in the Client Data to cause it to be delivered to Fair Isaac and used for the purposes set forth and allowed in the Agreement; and (b) has obtained all consents and has provided all legally required notices necessary with respect to the intended disclosure and uses of Client Data. Client shall indemnify and hold harmless Fair Isaac from and against any and all losses, claims or damages incurred by Fair Isaac arising from or in connection with a breach of these representations and warranties.

3.2 The Service, the Fair Isaac proprietary software, and any related documentation contain confidential and proprietary information belonging to Fair Isaac and its licensors and shall be treated as Confidential Information hereunder. If Client is served with any subpoena or other legal process or a court or governmental request or order requiring or purporting to require the disclosure of any of Fair Isaac's confidential information, Client shall, unless prohibited by law, promptly notify FIS and/or Fair Isaac of such fact and cooperate fully with Fair Isaac in seeking a protective order, seeking to limit, or appealing any such legal process to the extent deemed appropriate by Fair Isaac. Fair Isaac shall not be responsible for any losses, damages or liabilities, including but not limited to direct, indirect, special, incidental, or consequential damages, whether in contract, tort (including negligence), strict liability or under any other theory, incurred by Client, its agents, or any Customers, caused by failures, inaccuracies or errors in the operation of the Service, or other claims associated with the Service or the functions and services provided by FIS and/or Fair Isaac in connection with the use of the Service.