

**Fidelity National Card Services, Inc.**  
**ICBA Bancard**

**2016 RENEWAL SERVICE AGREEMENT**

*Exhibit 1*

*Service Level Agreements (SLA)*

Effective January 1, 2016

**A. SLAs / Standards.** FIS will provide the Program Services in accordance with the following SLAs / Standards, defined as set forth below and at the standard set forth below. Standards denoted as "new" or, the where metric or classification has been upgraded in this Exhibit 1 (as compared to the Exhibit 1 that this Exhibit is replacing), will become effective on July 05, 2016.

<b>CARD SERVICES</b>		
<b>Customer Service Phone ("CSP")</b>		
<b>Service Area</b>		<b>CSP #1</b>
Customer Service Phone		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
General Customer Service - Service Level	80%/30 SEC	Low
<b>Definition</b>		
A telephone service level index of 80% of all calls will be answered within 30 seconds.		
<b>Service Area</b>		<b>CSP #2</b>
Customer Service Phone		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
VIP Customer Service – Service Level	80%/30 SEC	Low
<b>Definition</b>		
A telephone service level index of 80% of all calls will be answered within 30 seconds.		
<b>Service Area</b>		<b>CSP #3</b>
Cardholder Satisfaction Level Phone Customer Service		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Quality of Overall cardholder phone customer service	80% STD as suggested by consumer monthly feedback surveys	Low
<b>Definition</b>		
Monthly overall satisfaction rating incorporating timeliness, courtesy, knowledge and accuracy.		
<b>Lost Stolen ("L/S")</b>		
<b>Service Area</b>		<b>L/S #1</b>
Lost Stolen		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Lost/Stolen – Service Level	80%/30 SEC	Low
<b>Definition</b>		
80% of calls answered within 30 seconds.		
<b>Customer Service Written ("CSW")</b>		
<b>Service Area</b>		<b>CSW #1</b>
Customer Service Written		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Inquiry Resolved / CH Notified - 3 Bus Days	98% STD	Low
<b>Definition</b>		
Incoming items are date stamped and tracked from date received in the dispute work queue. Retrievals, chargebacks, billing information, payment inquiries and follow-up date requested by Chargeback Customer Service (CCS) are all included in this standard.		

<b>Service Area</b>			<b>CSW #2</b>
Customer Service Written			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Dispute Accuracy Rate	New STD 96.5%	Low	
<b>Definition</b>			
Resolved files (both disputes and fraud) are selected daily at random from a rep by an internal Auditor. The Auditor validates the processing of the file and documents the number of errors. Calculation: Total achieved points divided by the total possible points = overall percentage accurate			
<b>Service Area</b>			<b>CSW #3</b>
Customer Service Written			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Phone Inquiry Response	98% STD	Low	
<b>Definition</b>			
98% of all telephone inquiries received by Chargeback Customer Service requiring some form of research or Investigation will be responded to within 1 business day.			
<b>Fraud ("FRD")</b>			
<b>Service Area</b>			<b>FRD #1</b>
Fraud			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Fraud files Closed W/1 120 days*	New STD 96%	High	
<b>Definition</b>			
The age of all Fraud files open less than 120 days is based on the date the case was created. This calculation will reflect the true age of the case and its transactions, not based on the last monetary adjustment of a single transaction. Closeout calculation = (total claims > 120 days / (Total open claims + Claims closed less than 120 days) This calculation will be tracked daily for each business day of the month. At the end of the month, FIS will sum the business day totals for each of these three metrics and run through this formula to come to the monthly average. <b><u>FIS agrees to review this standard 6 mos. after the Amendment Effective Date to evaluate for possible adjustment of this standard based on assessment of recently agreed upon process changes and anticipated efficiencies. Any change in the standard must be mutually agreed upon by the parties and will be effective 90 days after written agreement.</u></b>			
<b>Service Area</b>			<b>FRD #2</b>
Fraud			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Fraud Case Opening	95%	No	
<b>Definition</b>			
Fraud Chargeback Services will open 95% of fraud cases within 10 business days from date of receipt to include image indexing and case creation or 10 business days following auth/post pending period (5 days) for Falcon to fraud record. <b><u>FIS agrees to review this standard 12 mos. after the Amendment Effective Date to evaluate for possible adjustment of this standard. Any change in the standard must be mutually agreed upon by the parties and will be effective 90 days after written agreement.</u></b>			
<b>Service Area</b>			<b>FRD #3</b>
Fraud			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Inbound calls to Fraud Prevention Service Level Standard	95%/45 SEC	Low	
<b>Definition</b>			
95% of all calls answered within 45 seconds.			
<b>Service Area</b>			<b>FRD #4</b>
Fraud			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Fraud/Dispute portal availability	99.50%	No	
<b>Definition</b>			
Fraud/Dispute portal will be available 99.5% from 8:00 AM to 8:00 PM ET, excluding weekends, holidays and planned maintenance.			

<b>Card Issuance ("CISSU")</b>		
<b>Service Area</b>		<b>CISSU #1</b>
Card Issuance		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
New Accounts Timeliness	99% STD	Low
<b>Definition</b>		
99% of the time new accounts will be processed and mailed to cardholders within three (3) business days as tracked by the system according to date of entry. This standard measures all new accounts regardless of card type (i.e. Mag or Chip).		
<b>Service Area</b>		<b>CISSU #2</b>
Card Issuance		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Reissue Cards Mailed by the 10th business day of the month	99% STD	No
<b>Definition</b>		
99% of the time the reissue will be mailed by the 10th business day. Total items received for the reissue are determined by information provided via file. The reissue cards are tracked according to relative month and date mailed within that month. Volume of cards mailed by the 10th business day determines the achievement of the standard.		
<b>Payments ("PMT")</b>		
<b>Service Area</b>		<b>PMT #1</b>
Payments		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Process Same Day if Received By 10 AM	New STD 96%	Low
<b>Definition</b>		
Date and time received are indicated on the batches. As items are posted, the time is documented and determines the achievement of the standard when compared to the time/date received.		
<b>Service Area</b>		<b>PMT #2</b>
Payments		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Process Next Day if Received After 10 AM	100.00%	No
<b>Definition</b>		
100 % of all payments shall be processed accurately by FIS.		
<b>Service Area</b>		<b>PMT #3</b>
Payments		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Exceptions Processed W/I 3 Days	99.9% STD	No
<b>Definition</b>		
Items are tracked and measured the same as regular payments. Exception payments are anything other than a standard size check and statement header sent in the standard return envelope supplied by FIS. Missing Acct #'s are researched by name and address on checks or payment media when no match can be found, FIS is dependent upon the cardholder contacting Customer Service and FIS cannot be held accountable for processing in a timely fashion.		
<b>E-Reports ("ERPT")</b>		
<b>Service Area</b>		<b>ERPT #1</b>
E-Reports		
<b>Name of Standard "New"</b>	<b>Standard</b>	<b>Material</b>
Daily Reports	New STD 100%	No
<b>Definition</b>		
100% of the time daily reports will be available via E-Reports by no later than 10:00 AM Eastern Standard Time.		
<b>Relations ("REL")</b>		
<b>Service Area</b>		<b>REL #1</b>
Relations		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Incoming Calls and Emails Returned within 2 HRS	98% STD	No
<b>Definition</b>		
Incoming calls and emails will be returned within 2 HRS. Time includes business hours only. Business hours are defined as 8:00 AM to 8:00 PM Eastern Time.		

<b>Service Area</b>			<b>REL #2</b>
Relations			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Incoming Calls Returned In 8 HRS	Total Outliers = 4/MO, 10Q	Low	
<b>Definition</b>			
Incoming calls and emails will be returned within 8 HRS. Time includes business hours only. Business hours are defined as 8:00 AM to 8:00 PM Eastern Time.			
<b>Service Area</b>			<b>REL #3</b>
Relations			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Research Inquiry Resolved in 2 BD	98% STD	Low	
<b>Definition</b>			
Inquiries are tracked from the time they are received by the representative (includes voice mail). Excluding weekends and holidays. The inquiries are considered resolved when:			
<ul style="list-style-type: none"> <li>• Representative provides resolution to inquirer</li> <li>• Representative leaves a message with information or requests inquirer to contact Relations Representative. The exception is if additional information or research is required to obtain the resolution. In this case, the Bank Relations Representative must contact the inquirer within the defined timeframe. Business hours are defined as 8:00 AM to 8:00 PM Eastern Time.</li> </ul>			
<b>Service Area</b>			<b>REL #4</b>
Relations			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Representative Calls To Institution	90% STD	No	
<b>Definition</b>			
Representatives will initiate calls once a month to their assigned Program Members who have not called Bank Relations during the month. The objective is to assist in the monitoring of potential institution problems.			
<b>Client Technical Services ("CTS")</b>			
<b>Service Area</b>			<b>CTS #1</b>
ClientLink			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Help Desk Staffed To Receive Calls	90% STD	No	
<b>Definition</b>			
The ClientLink help desk will be staffed to answer 90% of total calls offered. Business hours are defined as 8:00 AM to 8:00 PM Eastern Time.			
<b>Service Area</b>			<b>CTS #2</b>
ClientLink			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
CTS Responds To Institutions In 2 HRS	100% STD	No	
<b>Definition</b>			
Messages are tracked from the time they are taken. Messages will be returned within 2 hours, expired time includes business hours only. Business hours are defined as 8:00 AM to 8:00 PM EST.			
<b>System Administration ("SYSAD")</b>			
<b>Service Area</b>			<b>SYSAD #1</b>
System Administration			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Accuracy Rate – Parameter File Changes	99.7% STD	Low	
<b>Definition</b>			
System Administration will track the number of production Parameter File Change errors on a monthly basis. An error is defined as correct information provided by the institution and implemented incorrectly by FIS. A parameter file change is defined as any record change to a plan. The standard will be calculated by converting the total number of errors / total number of parameter changes to a percentage.			
<b>Service Area</b>			<b>SYSAD #2</b>
System Administration			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Accuracy Rate – Cardholder errors	99.9% STD	High	
<b>Definition</b>			
No more than two (2) days during a calendar month with accuracy issues are permissible (single or cumulative Issues related to inaccurate data or activity) that affects 0.1% or more cardholder accounts.			

<b>Merchant Services ("MER")</b>		
<b>Service Area</b>		<b>MER #1</b>
Merchant-Authorizations		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Merchant Authorization System Availability	99.9% STD	Low
<b>Definition</b>		
Authorization calls will not experience busy signals 99.9% of the time.		
<b>Service Area</b>		<b>MER #2</b>
Merchant-Relations		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
MAS System Availability	95% STD	High
<b>Definition</b>		
New merchants will have a download file available and be ready to process (MAS complete) within two (2) business days of receipt of completed application at FIS 95% of the time.		
<b>Service Area</b>		<b>MER #3</b>
Merchant-Relations		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Merchant Boarding	99.75% STD	High
<b>Definition</b>		
The merchant boarding and maintenance team will record a 99.75% accuracy rate each month.		
<b>Service Area</b>		<b>MER #4</b>
Merchant-Relations		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Incoming calls returned w/in 2 HRS	96% STD	No
<b>Definition</b>		
Relationship Managers will return voice mail within two (2) business hours 96% of the time.		
<b>Service Area</b>		<b>MER #5</b>
Merchant-Relations		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
E-Mail Responsiveness	85%/96% STD	No
<b>Definition</b>		
Relationship Managers will respond to 85% of all e-mails within two (2) business hours and, 96% of all e-mails within four (4) business hours.		
<b>Service Area</b>		<b>MER #6</b>
Merchant-Relations		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Issue Resolution	85%/2 Bus Days 96%/5 Bus Days STD	Low
<b>Definition</b>		
Eighty-five (85%) percent of "daily" inquiries will be resolved within two (2) business days and, ninety-six (96%) percent of "daily" inquiries within five (5) business days.		
<b>Service Area</b>		<b>MER #7</b>
Merchant - Relations		
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>
Customer Contact	1 I/O 95% per Mo. STD	No
<b>Definition</b>		
Every institution will have at least one inbound/outbound call per month, 95% of the time.		

<b>Technology ("TECH")</b>		
<b>Service Area</b>		<b>TECH #1</b>
Technology – Credit		
<b>Name of Standard All available 24/7 except as noted.</b>		
General Customer Service – IVR Availability	99.9% STD	High
Card Activation System Availability	99.9% STD	Low
TBS Availability	99.75% STD	High
BASE2000 Availability	99.75% STD	High
Collection Modules Availability 7am-11pm EST, M - Sat	99.75% STD	Low
ServiceView Availability (BASE2000 CU Access) 7am - 11pm EST M-F	99.75% STD	High
ClientLink Availability (TBS CU Access) 7am - 11pm EST M-F	99.75% STD	High
MyCard Statement Availability	99.75% STD	Low
Falcon System Availability	99.5% STD	Low
TBS Authorization System Availability	99.8% STD	High
BASE2000 Authorization System Availability	99.8% STD	High
<b>Definition</b>		
The above-identified systems shall be available as noted at the percentage listed excluding scheduled outages.		
<b>Service Area</b>		<b>TECH #2</b>
Technology – Credit		
<b>Name of Standard</b>		
Transmissions from TBS and BASE2000 to Program Members.	98% STD	Low
<b>Definition</b>		
99% of the time Cardsource, Collections, PIH, CDS and VCF files will be transmitted by 8:00 AM EST on scheduled processing days.		
<b>Service Area</b>		<b>TECH #3</b>
Technology – Credit		
<b>Name of Standard</b>		
Incoming Payment file Processing	97% STD	No
<b>Definition</b>		
<ul style="list-style-type: none"> <li>Incoming Payment Files – 97% of all files received processed successfully. Tracked by total files processed vs. failures within a given month.</li> <li>FIS Payment File processing (Pay-by-Phone, MyCardStatement, ACH) – 97% of all Payment Files processed successfully. Tracked by total files processed vs. failures in a given month.</li> <li>All measurements are on a monthly basis, excluding scheduled downtime and third party network and/or client (Bancard and/or Program Member) issues that are outside of FIS's control.</li> </ul>		
<b>Service Area</b>		<b>TECH #4</b>
Technology – Credit		
<b>Name of Standard</b>		
VbV/SecureCode Availability	98.5% STD	No
<b>Definition</b>		
Verified by Visa and MasterCard SecureCode will be available 98.5% of the time, excluding scheduled outages.		
<b>Service Area</b>		<b>TECH #5</b>
Technology – Pass Thru		
<b>Name of Standard</b>		
Pass Thru EFT Switch Availability and Authorization System	99.7% STD	High
<b>Definition</b>		
99.7% of the time the FIS Pass Thru EFT switch and authorization system will be available excluding scheduled outages.		
<b>Service Area</b>		<b>TECH #6</b>
Technology – Pass Thru		
<b>Name of Standard</b>		
Pass Thru Debit Central Transaction Files	98% STD	No
<b>Definition</b>		
<ul style="list-style-type: none"> <li>Early CTF's – 98% of the time, FIS's central transaction files will be available for file transmission to the Program Member by 6:00 PM EST.</li> <li>Late CTF's – 98% of the time, FIS's central transaction files will be available for file transmission to the Program Member by 2:00 AM EST the following day.</li> </ul>		

<b>Service Area</b>			<b>TECH #7</b>
Technology – Pass Thru			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Pass Thru Debit Positive Balance Files	98% STD	No	
<b>Definition</b>			
98% of all positive balance files will be processed every 2 hours between 6:00 AM and 11:59 PM EST. Exception – when there is a scheduled IPL of the IBM Mainframe; then the 6:00 AM positive balance file is processed at 8:00 AM.			
<b>Service Area</b>			<b>TECH #8</b>
Technology - Norcross			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Norcross Authorization System	99.7% STD	High	
<b>Definition</b>			
99.0% of the time the FIS-Norcross authorization system will respond to incoming authorization requests.			
<b>Production Mail ("PMAIL")</b>			
<b>Service Area</b>			<b>PMAIL #1</b>
Production Mail			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Statements Mailed 21 calendar days before due date	100% STD	High	
<b>Definition</b>			
Statements will be mailed within 21 days of system due date. The delivery standard is 100%; however, this standard will not be eligible for penalty unless service is below 99.5%.			
<b>Service Area</b>			<b>PMAIL #2</b>
Production Mail			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
PIN Mailers	95% STD	No	
<b>Definition</b>			
PIN Mailers will be mailed within 2 business days of generation 95% of the time.			
<b>Service Area</b>			<b>PMAIL #3</b>
Production Mail			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Cardholder letter and notices	95% STD	No	
<b>Definition</b>			
Cardholder letters and notices will be mailed within 3 business days, 95% of the time.			
<b>Billing &amp; Settlement ("BLING")</b>			
<b>Service Area</b>			<b>BLING #1</b>
Settlement & Billing (TBS, BASE2000, Pass Thru)			
<b>Name of Standard</b>	<b>Standard</b>	<b>Material</b>	
Daily Settlement Accuracy	New STD 99.0 %	HIGH	
<b>Definition</b>			
Daily settlement between FIS and the Program Members will settle w/in 2 Business Days excluding weekends and bank holidays, for the reported amount 99% of the time. e.g. Monday's work settles Wednesday, Tuesday's work on Thursday, Wednesday's work on Friday. Note, that work processed on Thursdays and Fridays will both settle on Mondays.			

**A. Customer Voice Operations - 100% US-Based.** One hundred percent (100%) of all customer voice operations shall be handled in the United States.

**B. Measurement; SLA Failure.** Unless otherwise provided herein, the SLA's shall be measured on a monthly basis and on a system-wide basis (not individual Program Member basis) and pursuant to the following formula:  $(TM - OM) / TM$ . "TM" means total clock minutes during the month. "OM" or "Outage Minutes" means the number of minutes during the month that the SLA is not being satisfied (for example, the system is not capable of processing any data or transaction from any source), excluding any Excluded Outage.

**“Excluded Outage”** means periods of time or minutes that the SLA is not met due to any event beyond FIS’s reasonable control, including, but not limited to, the occurrence of a force majeure event; pre-scheduled downtime (for example, scheduled preventive maintenance, servicing of hardware, hardware upgrades, and software upgrades); failure of the data communications carrier lines between Bancard’s and/or Program Member’s systems and FIS, and/or unavailability of Program Member’s systems; failure by Program Member or its third-party providers’ to perform under the Agreement; and special production jobs, testing procedures, or other services which are given priority at Program Member’s request. Scheduled preventive maintenance will be at times designed to minimize or avoid disruption of Program Member’s operations. Any downtime due to FIS’s failure to comply with its disaster recovery policies shall not constitute an Excluded Outage.

An **“SLA Failure”** means the failure to achieve an SLA as measured pursuant to the foregoing, excluding any Excluded Outage. For those SLAs that take into consideration a daily performance metric as part of measuring FIS’s performance over a monthly period, an SLA Failure shall only be deemed to occur when FIS fails to achieve the specified SLA for the monthly measurement period.

**C. Remedies.** In the event of an SLA Failure with respect to a Standard designed as “high” in any one (1) month, FIS will pay to Bancard an SLA Credit (as defined below). In the event of an SLA Failure with respect to the same Standard designed as “low” in two (2) consecutive months, FIS will pay the affected Program Members an SLA Credit. In the event of an SLA Failure with respect to any Standard designed as “no” (3) three or more times in any two (2) consecutive months FIS will pay to Bancard an SLA Credit. In the event of an SLA Failure with respect to the same Standard designed as “no” occurs four (4) or more times in one twelve (12) month rolling period, FIS will pay the affected Program Members an SLA Credit.

If FIS is installing new enhancements, hardware, experiencing an industry event, weather impact, or other special circumstances, then FIS will provide notice of an “exempt period” that is mutually agreeable to both Bancard and FIS. Any such “exempt period” shall be reasonable in duration taking into account the severity and impact of the situation at hand.

The aggregate amount of any SLA Credit to be paid by FIS to Bancard and/or its Program Members shall be determined as follows: FIS will pay to Bancard an aggregate amount of fifty thousand dollars (\$50,000) for the first month that an SLA Credit is due, seventy-five thousand dollars (\$75,000) for the second consecutive month that an SLA Credit is due, and one hundred fifty thousand dollars (\$150,000) for the third month that an SLA Credit is due and each consecutive month thereafter. Notwithstanding the foregoing, the SLA Credit for any SLA Failure or combination of SLA Failures shall be limited to and shall not exceed two hundred thousand dollars (\$200,000) per month; that is, the SLA Credit for a single SLA Failure, multiple SLA Failures or consecutive SLA Failures shall not exceed \$200,000 per month; that is, the SLA Credit for a single SLA Failure, multiple SLA Failures or Consecutive SLA Failures shall not exceed \$200,000 per month.

**D. Annual Review.** A formal, annual collaborative process will be established to review the SLAs no later than end of first quarter following calendar year-end. This review will include review of past performance, metrics, and possible compliance concerns. Any changes to the SLAs shall be mutually agreed upon by the parties in writing.

NEW - FIS agrees to provide Bancard with an overview of internal policies and procedures relative to SLA’s metrics and reporting for distribution to its Program Members.

NEW - Bancard may request review a standards after March 05, 2017 to evaluate possible SLA’s relative to new Tokenization services.

Any additional SLAs must be mutually agreed upon in writing and will become effective 120 days following execution of the written agreement.