



BILL PAYMENT SERVICES CONTRACT

This *Bill Payment Services Contract* (the "Agreement") is made, executed, delivered and to be effective this _____ day of _____, 2019 (the "Effective Date") by and between **U.S. Payments, LLC**, an Oklahoma limited liability company ("USP") and **Broken Arrow Municipality Authority (BAMA)** a Public Trust ("Client").

RECITALS

- A. USP owns a proprietary electronic bill presentment and payment service system whereby customers of companies such as Client may pay their monthly bills electronically (hereafter sometimes the "PaySite System");
- B. Client desires to utilize for its benefit and for the benefit of Client's customers (hereafter sometimes the "Customers") those portions of the PaySite System as hereafter described with particularity; and
- C. USP is willing to allow Client and Customers to utilize those portions of the PaySite System hereafter described with particularity, but only upon all of the terms and conditions herein contained.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and which includes, but is not limited to the mutual covenants, rights and obligations herein contained, the parties do hereby agree as follows:

1. *The Services*—Subject to the terms and conditions of this Agreement, USP shall make available to Client those features of the PaySite System more particularly described in the *Scope of Services*, attached hereto as "Attachment A" and made a part hereof by this reference. The portions of the PaySite System made available to Client pursuant to this Agreement are sometimes herein collectively referred to as the "Services." USP is responsible for providing and maintaining sufficient infrastructure and staffing to enable it to provide the Services.
2. *Term*—The initial term of this Agreement shall be three (3) years, commencing on the Effective Date, unless sooner terminated as herein provided, and provided the BAMA is still utilizing Superior's software platform. This Agreement may be renewed by written agreement for four (4) additional successive terms of one (1) year each.



3. *Service Name and Ownership*—Subject to the terms of this Agreement:

- A. Client may market the Services by reference to the name PaySite;
- B. Client acknowledges and agrees the PaySite System and the Services constitute valuable and proprietary intellectual property of USP and that nothing in this Agreement is intended to affect nor shall ever be construed as affecting USP's ownership of or proprietary rights in and to any and all of USP's intellectual property, rights and licenses constituting the PaySite System or any component thereof including any copyrights, trade secrets, patents and other intellectual and proprietary rights therein. All proprietary rights of USP, including without limitation, all intellectual property, and all rights and licenses in the PaySite System and Services, and the programs, methods of processing, specific design and structure of individual programs and their interaction and the programming techniques employed therein, shall all remain the property of USP. It is expressly understood and agreed that no title to or ownership of the PaySite System or any part thereof are transferred to Client or its Customers; and
- C. USP warrants that it owns rights and licenses in the operating systems sufficient to perform and support the Services. USP further warrants that said rights and licenses do not infringe on any known copyright, patent, trade secret, trademark or proprietary right. USP agrees to defend and hold harmless Client from any suit brought against Client for any alleged infringement based upon Client's use of the Services or PaySite System *provided* that Client fully cooperates with USP, which cooperation shall include, but not be limited to: (i) notifying USP as soon as possible of any suit or threat of suit or similar claim; and (ii) granting USP complete control of the defense of all such claims including the right to settle all claims.

4. *Marketing*—USP shall make available to Client sufficient product descriptions and other materials that allow Client to adequately inform Client's Customers of the availability of the Services. Client, during the term hereof, shall market the Services. Such marketing obligations shall include not less than the following:

- A. Client shall describe the Services on Client's web page and shall provide a link to USP's website; and
- B. When appropriate, Client's customer service representatives shall direct Customers to the location of the PaySite terminals.

All costs attributable to Client's marketing obligations shall be the sole and exclusive expense of Client. Proposed marketing materials produced by either party shall be provided to the other party for approval before use.

5. *Pricing*—Client shall pay USP Fees as set forth in “Attachment B—Pricing” which is incorporated herein by this reference, and any expenses incurred by USP as a result of enhancements or customization as Client may request in writing, and which USP in its sole discretion chooses to implement.

Pricing shall be subject to change, increase, decrease, addition and deletion by USP. Notice of each such change will be given to Client sixty (60) days prior to implementation thereof. If Client does not agree to a price increase, Client may terminate the Agreement for cause, as provided in Section 7.

6. *Payment of Charges* —USP will invoice Client monthly, via email, at _____ (insert email billing address) for all sums which may become due USP from Client by virtue of this Agreement (except for Implementation Charges and costs set forth within *Attachment B—Pricing* which are payable upon the execution hereof).

Reimbursement of merchant fees, if applicable, shall be due within five (5) days of the date of each monthly invoice. All other monthly invoiced charges shall be due not later than thirty (30) days from the date of each monthly invoice. All invoices not paid when due shall accrue service charges at the rate of one and one half per cent (1.5%) per month from and after the due date thereof.

Payment of ongoing monthly invoiced charges is settled via ACH transfer from Client’s Bank Account (and may be initiated by either Client or USP).

USP will settle and collect directly from Customers at the time of the transactions any convenience fees due from Customers (as set forth in *Attachment B—Pricing*).

7. *Termination of Services—*

- A. Client may terminate this Agreement at any time for cause. If such termination is for cause (as hereafter defined), there shall be no early termination fee. Termination shall be deemed "*for cause*" only if such termination is due to: an increase in price as provided in Section 5; or a material default by USP of its obligations as set forth herein which USP fails to cure within thirty (30) days after notice thereof by Client to USP, or, if such default cannot reasonably be cured within said thirty (30) day period, if USP has failed to implement commercially reasonable measures to remedy the default within the thirty (30) day period and has further failed to continuously prosecute such remedy with due diligence; or a reason provided elsewhere in this Agreement. Termination hereof by Client for any other reason shall conclusively be deemed to be "*without cause.*" The notice of termination from Client to USP shall detail the reason or reasons for such termination.
- B. Upon termination of this Agreement by Client without cause during the initial three (3) year term hereof pursuant to subpart A above, Client shall pay USP a Termination Fee for the affected Service, as liquidated damages and not as a penalty, as determined by multiplying the average of the previous three months compensation amounts for newly installed kiosks prior to such termination; by the number of months that remain in the Initial Term or in the then-current Renewal Term.
- C. USP may terminate this Agreement upon notice to Client in the event of any one or more of the following occurrences:
 - i. Client's failure to timely remit any payment then due USP pursuant to any term or provision of this Agreement, in which case the Agreement may be terminated by USP immediately; or
 - ii. Client's breach of any other Client obligation arising under this Agreement unless Client cures such breach within 30 days of USP's notice of its intent to terminate this Agreement; or
 - iii. USP or USP's financial institution determines operating the Service for Client becomes high-risk relative to compliance with state or federal law.
- D. Either party may terminate for cause should an authority having jurisdiction to make such determinations determines that any Service being provided hereunder or any fee being charged by virtue hereof is in violation of any federal or local law, statute, rule or regulation in which case this Agreement may be terminated immediately.

- E. Any termination of this Agreement by USP shall be without prejudice to any action by USP to recover delinquent or unpaid charges or for any other damages to which it may prove itself entitled.
 - F. Any termination of this Agreement shall be subject to the parties' completion and performance of obligations incurred by virtue of any transactions through the time of any such termination.
8. *Confidential Information*—All obligations imposed by this Agreement regarding confidentiality shall survive any termination of this Agreement for any reason whatsoever, and:
- A. Except for information in the public domain, or obtained through other sources without a violation of this Agreement, Confidential Information shall include, but not be limited to, information regarding each respective party's business, business plans, pricing, operations, data, (including Customer data), intellectual property, software, and ancillary information related to each party's business. The terms of this Agreement are considered confidential and it is the express intent of the parties that Confidential Information, as used herein, be defined, interpreted and construed as broadly and liberally as legally possible to include any and all information, facts or knowledge provided to or observed or derived by a party regarding, in any manner the other party's Confidential Information or any information ancillary or pertinent thereto.
 - B. Except as expressly authorized by prior written consent of the disclosing party, the receiving party shall limit access to Confidential Information to its employees who have a need-to-know, and advise those employees of the obligations set forth in this Agreement and use all Confidential Information of the disclosing party solely for purposes of carrying out the business transactions between the parties contemplated by this Agreement and for no other purpose whatsoever.
 - C. Following the termination of this Agreement for any reason and upon the request of the disclosing party, the receiving party shall, within twenty (20) days thereafter, surrender to the disclosing party all Confidential Information of the disclosing party and certify that no copies have been made or retained.
 - D. The parties acknowledge that the disclosing party may be irreparably harmed if the receiving party's obligations under this Section are not specifically enforced and that the disclosing party would not have an adequate remedy at law in the event of an actual or threatened violation by the receiving party of its obligations. Therefore, the receiving party agrees: (i) that the disclosing party is entitled to advance notice—commercially reasonable under the circumstances—of any request for Confidential Information so the party providing the Confidential Information may seek injunctive relief, if appropriate; and (ii) that the disclosing party may be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by the receiving party, its employees or agents, without the necessity of the disclosing party showing actual damages or that monetary damages does not afford an adequate remedy. Such injunctive relief shall not preclude recovery for monetary damages sustained or for cost of the action including reasonable attorney fees.

9. *Anti-Money Laundering (AML) and Compliance*—both parties agree to cooperate with the other in a commercially reasonable manner to help prevent money laundering. Client acknowledges USP has a Bank Secrecy Act (BSA) Policy and is required to report to its financial institution, FinCEN, and various state banking authorities regarding activity related to payment processing. USP, in its sole discretion, may choose to restrict any Customer of Client from using the PaySite service if USP determines that Customer engages in suspicious or fraudulent activity.

Client will not knowingly do business with, or create an account for, anyone on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals (SDN) and Blocked Persons list. In effort to comply with BSA, FinCEN, and other regulations, Client agrees to provide USP with information about certain account holders who use the kiosk. Information USP may request about the account holder includes but is not limited to the Full Name of Account Holder (and/or Business name of Account Holder), Tax ID, Mailing Address, and Meter Address. Client is responsible for evaluating payments from Customers to identify money laundering activity through the various channels offered by Client.

10. *Force Majeure*—

- A. *Liability and Definition.* Except as otherwise provided herein, neither party shall be liable for any delay or performance of, or the inability to perform, any obligation required by this Agreement when such delay or inability is caused by a *force majeure* occurrence. *Force majeure*, as used herein shall mean the following: acts of God, wars, governmental or court orders, regulatory or legislative changes by any local, state or federal governmental agency, strikes, work stoppages, or other occurrences not within the control of the party affected thereby.
- B. *Action on Occurrence of Claimed Force Majeure.* Upon the occurrence of a claimed event of *force majeure*, the affected party claiming same shall: (i) promptly notify the other party in writing thereof, furnishing a full description of the pertinent circumstances and the basis and rationale of the claimed event of *force majeure*; and (ii) remedy to the extent practicable with all reasonable dispatch the cause or causes claimed as preventing it from carrying out this Agreement.
- C. *Termination of Agreement.* In the event that either party's performance under this Agreement is suspended or rendered impracticable by reason of a *force majeure* event for a period in excess of ninety (90) days, either party shall have the right to terminate this Agreement, upon ten (10) days written notice, without further obligation.
11. *Data Security*—USP is responsible for the security of cardholder data in USP's possession or otherwise stored, processed, or transmitted on behalf of the Client, or to the extent USP could impact the security of the client's cardholder data environment.

12. *NACHA Compliance*—Pursuant to NACHA Operating Rules, subsection 2.2.2, Client agrees to the following:
- A. Authorization of the financial institution designated by USP to originate Automated Clearing House ("ACH") entries on behalf of the Client to the Client's Customers' accounts.
 - B. To be bound by all NACHA Rules as may be applicable to the Agreement.
 - C. Not to originate entries violating laws of the United States.
 - D. To any restrictions on entry types that may be originated.
 - E. That the financial institution designated by USP for purposes of this Agreement may terminate or suspend origination for breach of NACHA rules in a manner that allows the financial institution to comply with the NACHA rules.
 - F. That the financial institution designated by USP has the right to audit compliance with the Agreement and applicable NACHA rules.
13. *Relationship of the Parties*—This Agreement is entered into by the parties for the sole and express purpose of governing the relationship between them. USP is a limited agent of Client for the sole and limited purpose of accepting and delivering money or other monetary value from Customers of the Client for the purpose of paying the obligation owed by the Customer to Client. The payment of money or other monetary value to USP by the Customer of Client shall satisfy that portion of the customer's obligation to Client as provided by and otherwise in accordance with the terms of this Agreement. In performing the Services to be provided hereunder, USP is an independent contractor. Nothing in this Agreement shall be deemed or considered a joint venture, partnership, or franchise. Except as expressly provided herein, no party shall have the authority to legally bind the other party to any liability, contract, or expense.



14. *Notices*— All notices or other communications which may be given or which are required to be given by either party to the other and any exercise of a right provided by this Agreement shall be effective only in in a dated writing that is either: (i) personally delivered to the officer of the intended recipient at the office address specified below; (ii) sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient at the office address specified below; or (iii) deposited into the custody of a nationally recognized overnight delivery service such as Federal Express or United Parcel Service, addressed to the intended recipient at the office address specified below. Notices shall be effective on the earlier of the date of: (a) delivery or receipt, or, (b) if notice is by certified or registered mail or overnight delivery service as provided above, on the third day after the date the notice or other communication is mailed or delivered to the custody of a nationally recognized overnight delivery service for delivery. For purposes of this Notice Section, the addresses of the parties for all notices shall be as follows (unless changed by the party whose address is to be changed in accordance with the provisions of this Notices Section):

If to Client:

BAMA

Attention: its Utilities Manager
116 East Dallas Street
Broken Arrow, OK 74013

If to USP:

U.S. PAYMENTS, LLC

Attention: its President
7130 South Lewis Avenue
Suite 1000
Tulsa, OK 74136

15. *Assignment*— Neither this Agreement nor any of the rights or obligations under it may be assigned, delegated, sub-licensed or transferred (by operation of law or otherwise) by either party without the prior written consent of the other party except that USP may, at its sole discretion, assign its rights or delegate or subcontract performance of its obligations under this Agreement to (i) any subsidiary, affiliate or parent entity of USP and (ii) any purchaser or transferee of substantially all the stock or assets and liabilities of USP. Each party shall provide the other 60-day notice of any sale or transfer.
16. *Third Party Beneficiaries*— This Agreement is made solely and specifically between and for the benefit of the parties hereto and their respective successors and any permitted assigns. No other person, firm or entity whatsoever shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.
17. *Insurance*— USP shall, at its expense, during the term of this Agreement, keep in full force and effect General Comprehensive Liability Insurance.



18. *Exclusion of Certain Damages*— USP specifically DISCLAIMS and the parties specifically and explicitly agree that *under no circumstances whatsoever* shall USP ever be liable for any SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COSTS OF REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF USP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES arising in connection with this Agreement or the alleged breach or violation hereof, and that any damages recoverable by Client as the result of any alleged breach of any provision hereof shall never exceed the total fees actually paid to USP during the term hereof pursuant to this Agreement. The pricing for the Services stated in this Agreement is a material consideration in limiting USP's liability and Client's remedies.
19. *Disclaimer of Warranties*— **EXCEPT AS OTHERWISE EXPLICITLY SET FORTH HEREIN, USP SPECIFICALLY DISCLAIMS AND MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED AND THE SAME ARE HEREBY EXCLUDED FROM THE TERMS OF THIS AGREEMENT.**
20. *Compulsory Mediation*— If any dispute arises out of or relates to this Agreement, or any alleged breach hereof, and if the dispute is not promptly settled or resolved by agreement of the parties, it shall be a mandatory condition that the aggrieved party shall first by notice to the other party initiate a mediation. The parties hereto agree in such event to endeavor in good faith to settle any such dispute by a mediation to be administered by the American Arbitration Association under its Commercial Mediation Rules (or by such other mediation service and rules as to which the parties may then mutually agree). If a party refuses to mediate as required hereby (or fails within 7 days of written demand to mediate to agree thereto) then the aggrieved party shall be excused from this mandatory, condition precedent and may thereupon immediately initiate court proceedings as hereafter provided.



21. *Entirety of Agreement*— This Agreement, together with all Attachments, constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings and negotiations between the parties, whether written or oral, with respect to such subject matter.
22. *Modification, Amendment, Supplement or Waiver*— No modification, amendment or supplement to this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by an authorized representative of each party hereto. No waiver of any of the provisions of this Agreement shall be binding unless reduced to writing, dated and executed by the party sought to be charged therewith. A failure or delay of either party to this Agreement to enforce any provision hereof, to exercise any option which is herein provided or to require performance of any provision hereof shall in no way be construed to be a waiver of such provision. Pre-printed terms and conditions in order and acknowledgment documents issued pursuant to this Agreement by one party to the other are not binding.
23. *Severability*— In the event a court of competent jurisdiction shall determine that any of the provisions of this Agreement are invalid, illegal or unenforceable, the parties shall negotiate in good faith in an attempt to agree on a mutually acceptable valid, legal and enforceable substitute provision consistent with the original intention of the parties hereto. If the parties are unable to agree upon a substitute provision, then either party may terminate this Agreement upon ninety (90) days' notice to the other party.
24. *Attorneys' Fees*— In any mediation or subsequent litigation as may be required to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and all costs of such litigation through trial and appellate levels and post-judgment proceedings.
25. *Attachments*— The terms and conditions of any and all attachments and exhibits hereto as amended from time-to-time by mutual agreement of the parties or in accordance with the terms of this Agreement, are incorporated herein by reference and shall constitute part of this Agreement as if fully set forth herein. This Agreement shall be construed and interpreted wherever possible to avoid conflict between the provisions hereof and any attachments hereto. Provided that, if any conflict shall arise, the specific provisions of this Agreement shall control.
26. *Headings*— The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.
27. *Counterparts*— This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures submitted electronically shall be deemed to have the same force and effect as original signatures.
28. *Survival*— The following provisions of this Agreement shall survive the expiration or termination of this Agreement: (i) provisions relating to protection of Confidential Information; (ii) all obligations and liabilities incurred prior to the expiration or termination; (iii) provisions requiring and relating to mediation; and (iv) provisions which by their express terms shall survive the expiration or termination.

29. *Binding Effect*—This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and any permitted assigns.
30. *Compliance with Laws*—Each party will perform its obligations under this Agreement in strict compliance with all applicable laws, orders or regulations of all appropriate jurisdictions.
31. *Execution Authority*—Every individual affixing his or her name hereto on behalf of a party warrants and represents they have all necessary and legal authority to bind their company to the obligations within this Agreement.
32. *Governing Law*—This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to the conflicts of laws or rules of any jurisdiction. The proper venue of any disputes arising hereunder shall be Tulsa County, Oklahoma.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the Effective Date.

BAMA (Client)

By: _____

(print full name of authorized signer)

Its _____ and duly authorized agent.
(print capacity in which signed)

APPROVED AS TO FORM:


ASSISTANT CITY ATTORNEY

U.S. Payments, LLC (USP)

By: _____

Tim Neece

Its President and duly authorized agent "USP."

Attachment A—Scope of Services

Summary of Services: USP will provide to Customers of Client the ability to pay their bill at the PaySite kiosk payment terminal. Customers will be given the option to pay their Client bill with a personal check (converted to ACH), cash, credit card and pinless debit card.

At the end of each processing day, a payment file will be forwarded to Client for processing. Support will be provided to Client and its Customers by USP.

PaySite Configuration:

- Touch Screen
- Audio: English and Spanish
- Kiosks are multi-biller
- Payment methods available: cash, check, credit/debit
- Kiosk does not provide change; overpayments are forwarded to Client
- Check payments are converted to an electronic transaction (ACH/POP)
- Each kiosk updates the USP database real-time
- Receipts are provided for each transaction in English or Spanish

PaySite Bill Payment Experience:

- Touch screen to exit attract loop
- User disclosure (Accept/Decline)
- Choose English or Spanish (choice provided on most screens throughout the process)
- Select a category
- Select a biller
- Customer enters account number (barcode or OCR; and manual input)
- Client provides an account number algorithm to validate numbers provided by Customers
- Enter last name
- Enter phone number and PIN (i.e., last 4 digits of SSN or Birth date)
- Select a payment method
- Fee disclosure (if applicable)
- Customer enters amount they wish to pay (check and credit/debit transaction only)
- Payment inserted (cash, check or card)
- Checks are marked “Electronically Presented” then returned to Customer (if applicable)
- Payment amount and fee are displayed
- Transaction is complete
- Receipt is printed

PaySite Receipt Information:

Date and time of transaction
PaySite terminal number
PaySite location
Payment method
Client name
Customer account number
Check (if applicable)

- Serial number
- Last 4 digits of account number

Card (if applicable)

- Last 4 digits of card number
- Authorization number

Bill payment amount
PaySite processing fee
Transaction total
Receipt reference number
Transaction ID#
USP toll free number for questions

If paying by check, the receipt will restate the Customer's authorization to convert their check to an electronic transaction.

Daily Processing:

USP will compile the Client transactions for the processing day
USP will provide Client a remittance file formatted as instructed by Client
USP will provide access to the daily remittance and reports files
Memo posts of transactions (if applicable) are sent 24x7x365
Real time posts of transactions (if applicable) are sent 24x7x365
USP will complete daily remittance, reports and deposits on all open business days (business days are defined as Monday through Friday)
Holiday processing and reports are provided on the next business after holidays.
Holiday schedule:

- 1. New Year's Day
- 2. Martin Luther King Jr. Day
- 3. President's Day
- 4. Memorial Day
- 5. Independence Day
- 6. Labor Day
- 7. Columbus Day
- 8. Veterans Day
- 9. Thanksgiving Day
- 10. Friday after Thanksgiving
- 11. Christmas Eve
- 12. Christmas Day

Daily Reports:

Daily Payment
Kiosk Payment Report
Chargeback Report
New Accounts

The Administrative Console provides additional access to reports.

Funds Settlement:

Client provides to USP bank account and routing number for settlement of payments
USP initiates credit to Client through the Federal Reserve the next business day after
Customer(s) initiated payment(s); normally applied to Client account on day two
Client's account is charged (or netted) for charge backs and/or returns for ACH payments

Customer Care:

USP Customer Care is available Monday through Friday 7:00 a.m. to 6:00 p.m., CST
Voice Mail is available 24-hours a day, 7-days a week
USP will attempt to return voice mail messages the same day they are received
USP will provide Spanish speaking Customer Care support



Attachment B—Pricing

<i>Description of charges paid by Client</i>	<i>Cost/Unit Price</i>
1. Implementation	\$0.00
a. Training materials.	
b. Licensing for Administrative Console.	
c. Development of file formats.	
2. Transaction Fee Paid by Client (cash)	\$1.00
3. Transaction Fee Paid by Client (check, cards).....	\$0.35 ¹
4. Returned Items (NSF, Fraud, etc.)	\$5.00
5. Client reimburses USP for merchant expenses related to credit/debit card ² transactions.	

Description of Services Provided by Client for machines located in Client Offices

1. Internet connection and power for each machine.
2. Transactions related to marijuana businesses may require USP to file reports (i.e. CTR, SAR, etc.). In such occurrences, an \$85 compliance filing fee will apply.

¹ Merchant fees will be billed monthly as a pass-through item.

² Card brands accepted: VISA, MasterCard, and Discover.