

AMENDMENT TO SERVICE LEVEL AGREEMENT

This Amendment ("Amendment") is entered into as of the 7th day of October 2005, and amends the Service Level Agreement entitled, "Service Level Agreement For Electronic Transaction And Access To Department Of Health and dated November 30, 2001 and any previous amendments thereto (the "Service Level Agreement") by and between Utah Interactive, LLC ("Network Manager" or "NETWORK MANAGER") and The Utah Department of Health ("Agency").

WITNESSETH:

WHEREAS, Network Manager and Agency desire to amend the Service Level Agreement to include provisions mandated by the current requirements of the Payment Card Industry's Data Security Standards ("the DSS"); and

WHEREAS, the parties desire to provide for a simple and effective mechanism to accomplish further amendments that may be made necessary by further standards promulgated by the Payment Card Industry;

NOW, THEREFORE, NETWORK MANAGER AND AGENCY agree to amend the Service Level Agreement as follows:

1. Definitions.

- a. "Acquirer" means a Member that initiates and maintains relationships with merchants that accept Visa or MasterCard cards.
- b. "Cardholder Data" means all personally identifiable data about the cardholder and relationship to the Member (i.e., account number, expiration date, data provided by the member, other electronic data gathered by the merchant/agent, magnetic stripe data, etc.). This term also accounts for other personal insights gathered about the cardholder, i.e., addresses, telephone numbers, etc..
- c. "CVC2/CVV2" means the three-digit value printed on the signature panel of a payment card used to verify card-not-present transactions. On a MasterCard payment card this is called CVC2. On a Visa payment card this is called CVV2.
- d. "Encryption" means the process of converting information into a form unintelligible to anyone except holders of a specific cryptographic key. Use of encryption protects information against unauthorized disclosure between the encryption process and the decryption process (the inverse of encryption).
- e. "Encryption key" means a value applied using an algorithm to unencrypted text to produce encrypted text.

- f. "Magnetic stripe data" means data encoded in the magnetic stripe on a payment card that is used for authorization during a card-present transaction.
- g. "Member" means a member of a bankcard association, such as a Bank or Credit Union, through which a MasterCard, Visa or Discover payment card is issued.
- h. "Merchant" means NETWORK MANAGER as it stores, transmits or processes cardholder data for purposes of performing its obligations to complete portal users' payments for authorized transactions under the Service Level Agreement.
- i. "Sensitive cardholder data" means data whose unauthorized disclosure may be used to facilitate a fraudulent transaction. It includes the account number, magnetic stripe data, CVC2/CVV2 and expiration date.

2. **PURPOSE OF THIS AMENDMENT.** The purpose of this Amendment is to address requirements mandated by the DSS and thus, the Service Level Agreement is amended to include the following provisions:

- a. If the Agency has access to cardholder data, it agrees it will adhere to the requirements of the DSS.
- b. If the Agency has access to cardholder data, the Agency acknowledges it is responsible for security of the cardholder data in its possession, in accordance with the DSS.
- c. Agency acknowledges that ownership of cardholder data resides with either Payment Card brand, Acquirer, or Merchant, but does not reside with Agency. Agency further acknowledges that such data can ONLY be used by Agency for assisting the Payment Card brand, the Acquirer or Merchant in completing a transaction, supporting a loyalty program, providing fraud control services, or for others uses specifically required by law.
- d. Agency agrees that it will provide business continuity for its operations that involve Cardholder data, in the event of a major disruption, disaster or failure.
- e. In the event of a security intrusion involving Agency, Agency agrees that any Payment Card Industry representative, or a Payment Card Industry approved third party, or NETWORK MANAGER or a designated representative of NETWORK MANAGER, will be provided with full cooperation and access by Agency, as they seek to conduct a thorough security review, including a review of Agency's operations involving Cardholder data. The purpose of the review will be to validate compliance with the DSS for protecting Cardholder data.
- f. Agency agrees to continue to treat Cardholder data as confidential following termination of the Service Level Agreement until it is properly destroyed following the required retention period.
- g. Agency agrees that if Agency is permitted or required to store Sensitive Cardholder data under this Service Level Agreement, it must render the Sensitive Cardholder data unreadable by encryption anywhere it is stored

(including data on portable media, backup media, in logs, and data received from or stored by wireless networks).

- h. Agency further agrees that if Agency has Encryption Keys, it must protect them against both disclosure and misuse by (1) restricting access to keys to the fewest number of custodians necessary; and (2) by storing keys securely in the fewest possible locations and forms, and (3) in accordance with security practices that meet or exceed industry standard.

3. All other terms and conditions of the Service Level Agreement remain in full force and effect and are hereby affirmed, together with any amendments that may have been mutually agreed before the date of this Amendment.

4. This Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties. The required, authorized signatures on this Amendment may be either an original signature or a facsimile signature of the person authorized to sign the Amendment. All authorized facsimile signatures shall have the same force and effect as an original signature.

5. In the event that future data security standards or procedures in addition to those in this Amendment are promulgated and required or recommended by the Payment Card Industry, the parties agree that such further and future data security standards or procedures may be incorporated into this Service Level Agreement by a letter of notification from NETWORK MANAGER or one of its affiliated companies, to Agency, upon which Agency will be required to note, by signature of an authorized agent upon such letter returned to NETWORK MANAGER, its acknowledgement and agreement to such further data security standards or procedures.

IN WITNESS WHEREOF, NETWORK MANAGER and Agency have caused this Amendment to be signed and delivered by their duly authorized representatives as of the date first set forth above.

"AGENCY"

"NETWORK MANAGER NAME"

Signed Renee R. Matsuura

Ken Gee

Carrie Gott

Print Name Renee R. Matsuura

Ken Gee

CARRIE GOTT

Title Director of Admin Services

IT Manager

General Manager

Date 10/7/05

10-07-2005

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