



**State of West Virginia
Agency Master Agreement**

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Date: 2020-06-16

Order Number: AMA 1300 1300 STO2000000010	Procurement Folder: 658117
Document Name: Merchant Processing Services	Reason for Modification:
Document Description: Merchant Processing Services	
Procurement Type: Agency Master Agreement	
Buyer Name: Shelly Murray	
Telephone: (304) 341-7089	
Email: shelly.murray@wvsto.com	
Shipping Method: Vendor	Effective Start Date: 2020-06-16
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2023-06-15

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: VC0000025543 HUNTINGTON MERCHANT SERVICES LLC 3975 NW 120TH AVE CORAL SPRINGS FL 33065 US Vendor Contact Phone: (503) 330-6025 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US

Total Order Amount	Open End
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DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY:
DATE:
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, Huntington Merchant Services, LLC agrees to enter with the West Virginia State Treasurer's Office Cash Management Division into a contract to provide Merchant Processing Services per the specifications, terms and conditions, bid requirements, addendum no. 1 dated 12/19/2019, and the vendor's proposal dated January 17, 2020 incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84121500			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Banking institutions

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43211720			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Point of sale payment terminal

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43212112			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Point of sale POS receipt printers

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	14111608			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Gift certificate

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	43211505			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Point of sale POS terminal

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	84121500				\$0.000000
	Service From	Service To			
	2020-06-16	2023-06-15			

Commodity Line Description: Banking institutions

Extended Description:

**ATTACHMENT C
COST PROPOSAL FORM**

Vendor Name: Huntington Merchant Services, LLC

Vendor must complete this Cost Proposal Form and submit it in a separate, sealed envelope, marked “Cost Proposal” with its Proposal. Include a complete listing of all fees, charges and costs to provide the Services, and state the per-transaction fee or charge and the annual fee or charge, if any, for each. The hourly rates, and all-inclusive maximum prices quoted, shall remain fixed for the initial term of the contract. Prices shall include all shipping, travel, lodging, meals and other related costs, payable in arrears. Please complete each category; if Vendor does not intend to designate a fee for a specific item, mark it as “zero” cost. Shaded areas are not intended to be completed.

Vendor understands that all Services will be provided and billed for based upon actual quantities used. The quantities provided are general estimates only and shall only be used for evaluation purposes. Vendor hereby proposes to provide the basic Services as anticipated below.

Service	Estimated Annual Volume		Proposed Cost		Annual Cost (Count x Unit Rate or % Rate)
	Count	Amount	Unit Rate	% Rate	
Merchant Discount Rate					
Visa	2,200,000	\$260,000,000	\$0.15	1.70%	\$3,396,538
MasterCard	850,000		\$0.15	1.70%	\$1,312,299
Discover (including Diners & JCB)	120,000		\$0.15	1.70%	\$185,266
PIN Debit	1,000		\$0.15	1.70%	\$1,544
American Express (Separate contract maintained)	125,000	\$27,000,000	\$0.15	1.70%	\$477,750
Voice Authorization	100		\$1.00		\$100
ARU Authorization	100		\$0.20		\$20
Interchange and other Card Brand Fees			Include in Discount Above		
Gateway Fees					
Per Transaction	1,100,000		\$0.05		\$55,000

One Time Setup	1		Waived		
Virtual Terminal - per terminal fee	300		\$75.00		\$22,500
Encryption and Tokenization					
Transaction cost for encryption - Card Present	2,200,000		\$0.035		
Transaction cost for tokenization - Card Not Present	1,100,000		\$0.035		
Transaction cost to service remove PCI data from STO-hosted web page for Card Not Present	1,100,000		\$0.035		
One-time Implementation costs	200		Waived		
Cost to Convert Tokens to/from Solution	50		\$40		\$2000
Cardholder Disputes	500		\$5.00		\$2500
Reporting					
One-time Setup	1		Waived		
Monthly User Fees - per user/MID	30		Waived		
Other Fees					
Statement Fees	3		\$10 (For paper statement, digital is no cost)		
Wire Transfer (1 day funding)	250		\$8.00		\$2000
Fees not covered elsewhere (please list in detail)	Gateway Monthly Fee Per MID		\$15.00		
Gift Card Fees					
Transaction Fees (loads, reloads, redemptions, inquiries)	50		Waived, minimum transaction of \$0.25 required		
Monthly Fees	1		Waived		
Set-up Fee	10		\$75 primary location, \$50 ea. After		\$525

Card Production	100		\$150 per 100 standard template cards		\$150
Gift Card Reporting	1		Waived		
Initial / One-Time Implementation Costs					
Please list and describe in full all one-time implementation costs STO may incur that are not identified elsewhere.			Waived for standard business implementation. Additional rates would be discussed within an SOW for custom projects		
Rebates / Special Pricing					
Please identify any rebates, incentives or special pricing available to STO					
GRAND TOTAL:					\$5,458,192

Base Cost evaluation will include only the items above for the **Total Annual Cost**. Desirable items below may or may not be purchased in the future.

Fraud Management - Card Not Present					
	All pricing for Fraud Detect solution will require additional discovery for fraud use cases and risk profile.				
Set-up Fee					
Per Item Fee					
Other/Misc.					
Other Fees					
PCI Compliance Fees (Monthly)	12		\$8.25		\$99
PCI Non-Compliance Fees (Monthly)	12		19.95		

Terminal	Terminal 1	Terminal 2	Terminal 3	Terminal 4	Terminal 5
Terminal Type	Name	Name	Name	Name	Name
Payment Terminal Initial Cost - New	<p>Please see the hardware listing below. All hardware is inclusive of Key injections, load and setup, cables, and supplies. There are no offerings for refurbished machines or monthly rentals. Clover Flex is the only device with a build-in printer. All machines read cards</p>				
Payment Terminal Initial Cost - Refurbished					
Payment Terminal Initial Cost - Monthly Rental					
PIN Pad for Terminal					
Payment Terminal Maintenance or Warranty Cost					
Payment Terminal Supplies (cables, stands, batteries, etc.)					
Payment Terminal Software Load & Setup					
Payment Terminal Encryption Key Injection					
Payment Terminal Replacement Cost					
Printer					
Card Reader					
Fees not identified elsewhere					

Hardware*					
Ingenico IPP320			\$325.00		
Ingenico ISC250			\$520.00		
Ingenico Lane/3000			\$380.00		
Ingenico Lane/5000			\$415.00		
Ingenico VP3300			\$90.00		
Ingenico iSMP4			\$55.00		
Ingenico stands			\$100.00		
Clover Go**			\$50.00		
Clover Flex**			\$449.00		
Clover Mini**			\$649.00		
FD130			\$449.00		
FD150			\$220.00		
FD35 pin pad (for FD130)			\$180.00		
RP10 pin pad (for FD150)			\$110.00		
SRED KEY IDTECH			\$160.00		
IDTECH Augusta			\$170.00		

* All hardware is subject to shipping costs

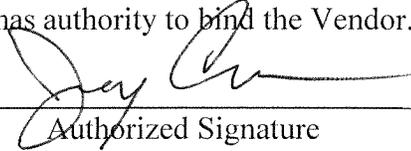
** Clover Flex and Clover Mini may require software package and/or security tokenization package, or wireless activation, level to be determined by the merchant.

Clover Register Lite	\$14 per month	Per MID
Clover Register Lite	\$29 per month	Per MID
Security Plus	\$9.99 per month	Per MID
Wireless	\$15 per month	Per Device

Vendor hereby covenants, agrees and acknowledges that Vendor will provide the Services specified in the RFP and contained in its Technical Proposal for the amount(s) proposed on this Cost Proposal Form and that the person signing this Cost Proposal Form has authority to bind the Vendor.

Jay Corona

Printed Name



Authorized Signature

**STATE OF WEST VIRGINIA
ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS**

State Agency, Board, or Commission (the "State"): WV State Treasurer's Office

Vendor: Huntington Merchant Services LLC

Contract/Lease Number ("Contract"): AMA STO20*10

Commodity/Service: Merchant Services

The State and the Vendor are entering into the Contract identified above. The Vendor desires to incorporate one or more forms it created into the Contract. Vendor's form(s), however, include(s) one or more contractual terms and conditions that the State cannot or will not accept. In consideration for the State's incorporating Vendor's form(s) into the Contract, the Vendor enters into this Addendum which specifically eliminates or alters the legal enforceability of certain terms and conditions contained in Vendor's form(s). Therefore, on the date shown below each signature line, the parties agree to the following contractual terms and conditions in this Addendum are dominate over any competing terms made a part of the Contract:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes anything contained on Vendor's form(s) whether or not they are submitted before or after the signing of this Addendum. **IN THE EVENT OF ANY CONFLICT BETWEEN VENDOR'S FORM(S) AND THIS ADDENDUM, THIS ADDENDUM SHALL CONTROL.**
2. **PAYMENT** – Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

Any language imposing any interest or charges due to late payment is deleted.
3. **FISCAL YEAR FUNDING** – Performance of this Contract is contingent upon funds being appropriated by the WV Legislature or otherwise being available for this Contract. In the event funds are not appropriated or otherwise available, the Contract becomes of no effect and is null and void after June 30 of the current fiscal year. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
4. **RIGHT TO TERMINATE** – The State reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date. All provisions are deleted that seek to require the State to (1) compensate Vendor, in whole or in part, for lost profit, (2) pay a termination fee, or (3) pay liquidated damages if the Contract is terminated early.

Any language seeking to accelerate payments in the event of Contract termination, default, or non-funding is hereby deleted.
5. **DISPUTES** – Any language binding the State to any arbitration or to the decision of any arbitration board, commission, panel or other entity is deleted; as is any requirement to waive a jury trial.

Any language requiring or permitting disputes under this Contract to be resolved in the courts of any state other than the State of West Virginia is deleted. All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

Any language requiring the State to agree to, or be subject to, any form of equitable relief not authorized by the Constitution or laws of State of West Virginia is deleted.
6. **FEES OR COSTS:** Any language obligating the State to pay costs of collection, court costs, or attorney's fees, unless ordered by a court of competent jurisdiction is deleted.
7. **GOVERNING LAW** – Any language requiring the application of the law of any state other than the State of West Virginia in interpreting or enforcing the Contract is deleted. The Contract shall be governed by the laws of the State of West Virginia.
8. **RISK SHIFTING** – Any provision requiring the State to bear the costs of all or a majority of business/legal risks associated with this Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is hereby deleted.
9. **LIMITING LIABILITY** – Any language limiting the Vendor's liability for direct damages to person or property is deleted.
10. **TAXES** – Any provisions requiring the State to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The State will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
11. **NO WAIVER** – Any provision requiring the State to waive any rights, claims or defenses is hereby deleted.

- 12. **STATUTE OF LIMITATIONS** – Any clauses limiting the time in which the State may bring suit against the Vendor or any other third party are deleted.
- 13. **ASSIGNMENT** – The Vendor agrees not to assign the Contract to any person or entity without the State’s prior written consent, which will not be unreasonably delayed or denied. The State reserves the right to assign this Contract to another State agency, board or commission upon thirty (30) days written notice to the Vendor. These restrictions do not apply to the payments made by the State. Any assignment will not become effective and binding upon the State until the State is notified of the assignment, and the State and Vendor execute a change order to the Contract.
- 14. **RENEWAL** – Any language that seeks to automatically renew, modify, or extend the Contract beyond the initial term or automatically continue the Contract period from term to term is deleted. The Contract may be renewed or continued only upon mutual written agreement of the Parties.
- 15. **INSURANCE** – Any provision requiring the State to maintain any type of insurance for either its or the Vendor’s benefit is deleted.
- 16. **RIGHT TO REPOSSESSION NOTICE** – Any provision for repossession of equipment without notice is hereby deleted. However, the State does recognize a right of repossession with notice.
- 17. **DELIVERY** – All deliveries under the Contract will be FOB destination unless the State expressly and knowingly agrees otherwise. Any contrary delivery terms are hereby deleted.
- 18. **CONFIDENTIALITY** – Any provisions regarding confidential treatment or non-disclosure of the terms and conditions of the Contract are hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act (“FOIA”) (W. Va. Code §29B-a-1, et seq.) and public procurement laws. This Contract and other public records may be disclosed without notice to the vendor at the State’s sole discretion.

Any provisions regarding confidentiality or non-disclosure related to contract performance are only effective to the extent they are consistent with FOIA and incorporated into the Contract through a separately approved and signed non-disclosure agreement.
- 19. **THIRD-PARTY SOFTWARE** – If this Contract contemplates or requires the use of third-party software, the vendor represents that none of the mandatory click-through, unsigned, or web-linked terms and conditions presented or required before using such third-party software conflict with any term of this Addendum or that it has the authority to modify such third-party software’s terms and conditions to be subordinate to this Addendum. The Vendor shall indemnify and defend the State against all claims resulting from an assertion that such third-party terms and conditions are not in accord with, or subordinate to, this Addendum.
- 20. **AMENDMENTS** – The parties agree that all amendments, modifications, alterations or changes to the Contract shall be by mutual agreement, in writing, and signed by both parties. Any language to the contrary is deleted.

Notwithstanding the foregoing, this Addendum can only be amended by (1) identifying the alterations to this form by using *Italics* to identify language being added and ~~striking through~~ for language being deleted (do not use track-changes) and (2) having the Office of the West Virginia Attorney General’s authorized representative expressly agree to and knowingly approve those alterations.

State: Treasurers Office
By: Shelly Murray
Printed Name: Shelly Murray
Title: Deputy Treasurer
Date: 6/16/2020

Vendor: Huntington Merchant Services LLC
By: [Signature]
Printed Name: Shane McCullough
Title: Authorized Signer
Date: 6/12/2020

WEST VIRGINIA STATE TREASURER'S OFFICE (STO)

and

HUNTINGTON MERCHANT SERVICES, LLC (HUNTINGTON)

The West Virginia State Treasurer's Office (STO) and Huntington Merchant Services, LLC (Huntington) agree to the State of West Virginia WV-96 (Revised 1.1.19) and the following amendments thereto:

1. Paragraph 8 is amended by inserting the following at the end thereof:

To the extent permitted by law, Huntington Merchant Services, LLC, as a processor, does not accept ownership of and is not liable for certain merchant costs associated with this Contract including, but not limited to, chargebacks, fines, assessments or liabilities assessed by card brands, or liabilities associated with data breach of STO/State of West Virginia systems. Parties shall discuss merchant costs in this regard, beyond any costs accounted for in the Contract terms, prior to any assessment of costs.

2. Paragraph 13 is amended by inserting the following at the end thereof:

Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, and any other government agency or office that may be required to approve such assignments. Without limiting the above, Vendor may assign the Contract in the event of a change of control event is due to a reorganization, merger or consolidation of the Vendor's business entity or enterprise without seeking the STO's prior written approval thereof; provided, however, the STO may terminate upon no less than 30 days' prior written notice if the STO rejects Vendor's assignment after the STO is made aware of the assignment.

3. Paragraph 16 is amended by inserting the following at the end thereof:

Paragraph 16 is not applicable to the Contract between STO and Huntington Merchant Services, LLC as there are no leasing arrangements contemplated under the terms of the Contract.

4. Paragraph 19 is amended by inserting the following at the end thereof:

Paragraph 19 is not applicable to the Contract between STO and Huntington as it applies to contracts with third-party software providers, and this procurement is solely for services provided through this Contract between STO and Huntington.

STO:

By:

Name:

Title:

Shelly L. Murray
Shelly L. Murray
Deputy Treasurer, Purchasing

Huntington Merchant Services, LLC:

By:

Name:

Title:

Jacqueline Engle
Jacqueline Engle
Vice President

This document was drafted by:
Lindsay Marchio, Associate General Counsel, WV Bar #12859
West Virginia State Treasurer's Office
322 70th Street, SE
Charleston, WV 25304
Ph: 304.340.5023

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Andrew Morgan, Account Executive

(Printed Name, Title)

5565 Glenridge Connector NE, Atlanta, GA 30342

(Address)

404-890-2169 / 402-315-5105

(Phone Number) / (Fax Number)

A.Morgan@firstdata.com

(Email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Huntington Merchant Services, LLC

(Company Name)

Jay Corona, Senior Sales Executive

Printed Name/Title



Date January 21, 2020

(Authorized Signature)

404-890-2268

(Phone Number)

402-315-5105

(Fax Number)

Jay.Corona@firstdata.com

(Email)

FEIN 11-3328074

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Huntington Merchant Services, LLC

Authorized Signature: *[Signature]* Date: January 21, 2020

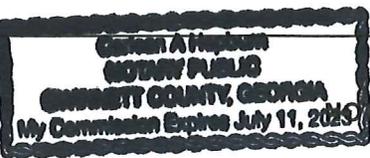
State of Georgia

County of Cowitell, to-wit:

Taken, subscribed, and sworn to before me this 21 day of January, 2020

My Commission expires 2023

AFFIX SEAL HERE



NOTARY PUBLIC *[Signature]*



**State of West Virginia
Agency Master Agreement**

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Date: 2020-06-30

Order Number: AMA 1300 1300 STO2000000010	Procurement Folder: 658117
Document Name: Merchant Processing Services	Reason for Modification: Change Order 1 - To incorporate the attached documents.
Document Description: Merchant Processing Services	
Procurement Type: Agency Master Agreement	
Buyer Name: Shelly Murray	
Telephone: (304) 341-7089	
Email: shelly.murray@wvsto.com	
Shipping Method: Vendor	Effective Start Date: 2020-06-16
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2023-06-15

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: VC0000025543 HUNTINGTON MERCHANT SERVICES LLC 3975 NW 120TH AVE CORAL SPRINGS FL 33065 US Vendor Contact Phone: (503) 330-6025 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US

Total Order Amount	Open End
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DEPARTMENT AUTHORIZED SIGNATURE SIGNED BY: Bryan Archer DATE: 2020-06-30 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

Change Order

Change Order No. 1 is issued to incorporate the attached documents.

No Other Changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84121500			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Banking institutions

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43211720			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Point of sale payment terminal

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43212112			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Point of sale POS receipt printers

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	14111608			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Gift certificate

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	43211505			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Point of sale POS terminal

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	84121500				\$0.000000
	Service From	Service To			
	2020-06-16	2023-06-15			

Commodity Line Description: Banking institutions

Extended Description:

SaaS Services Addendum to the Payment Solutions Agreement

This SaaS Services Addendum (**Addendum**) is between **Huntington Merchant Services L.L.C. (HMS)**; [] (**Client**); and **Huntington National Bank (Bank)**; and amends the Payment Solutions Agreement dated [] (as previously amended, the **Agreement**) between Client, HMS, and Bank. Capitalized or other defined terms used, but not defined in this Addendum, have the meanings given to them in the Agreement.

The Parties agree:

1. Agreement.

- 1.1. Client and HMS agree to all of the provisions of this Addendum, and further agree that this Addendum shall modify the Agreement by adding the Services set forth herein.
- 1.2. HMS and Client agree that the Services defined below and set forth herein are provided by HMS and its Affiliates, and not Bank.
- 1.3. In the event of any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will prevail with respect to its subject matter as it relates to the SaaS Services (defined in Section 2.1). In the event of any conflict between the terms of this Addendum and the terms of any Appendix or Statement of Work to this Addendum, the terms of this Addendum will prevail with respect to its subject matter.
- 1.4. The Parties understand and agree that the Services may be provided by HMS or one of its Affiliates, and the provisions of the Agreement shall be deemed to be provided by HMS and apply to HMS and its Affiliates as if they are one entity.
- 1.5. Client acknowledges that: (1) the Support described in Appendix 1 will apply to the SaaS Services, (2) the SaaS Services are listed in Appendix 2; and (3) Client agrees to pay the SaaS Services Fees described in Attachment C, Cost Proposal Form.

2. Background.

- 2.1. HMS, by itself or through its Affiliates, provides merchants with business software solutions for different payment types, including: system integration gateways (**Gateways**); payment processing SaaS platforms to facilitate the acceptance of payments (the **Hosted Service**); and other software related services (**Project Services**), as set forth on Appendix 2, which together are the **SaaS Services**.
- 2.2. The SaaS Services are considered **Services** under the Agreement.
- 2.3. The Terms of this Addendum will apply to HMS's provision of the SaaS Services, and the Support for the applicable SaaS Services is outlined in Appendix 1. Unless otherwise specified herein, HMS will provide the SaaS Services pursuant to the terms in the Agreement, and Client will use the SaaS Services pursuant to the terms in the Agreement and this Addendum.
- 2.4. HMS grants to Client (and its approved Affiliates only) a limited, non-exclusive, non-transferable, license (with no right to sublicense) during the Term to use the SaaS Services for its own internal business purposes and only in accordance with the terms of this Addendum.

3. Client and User Service Usage Requirements:

- 3.1. Client agrees that it will:
 - 3.1.1. cause its users to comply with this Agreement and is solely responsible for its users' compliance with this Agreement (to the extent applicable to the users' activities in using the SaaS Services);
 - 3.1.2. immediately notify HMS of any unauthorized access or use and take steps as may be necessary to prevent additional unauthorized access or use;
 - 3.1.3. use the SaaS Services (including Rented Devices) only in accordance with user documentation that HMS may provide and for the purposes set forth by HMS;
 - 3.1.4. ensure: that (a) each transaction shall be genuine and the result of a bona fide transaction for the sale of goods and services sold by Client; and (b) Client will apply transaction proceeds solely to satisfy the payment obligations owed to Client for the sale of goods and services sold by the Client and not other payment obligations of the party that initiated the transaction to include that it may not use the Merchant Services to receive funds to pay obligations of Client's customers or users; and
 - 3.1.5. comply with all applicable laws, including those of the ACH networks, Card Networks, and PCI-DSS, to the extent applicable to Client.

- 3.2. Client agrees that it will not, and will not permit its users to:
 - 3.2.1. permit unauthorized access to or use of the SaaS Services or data in the SaaS Services;
 - 3.2.2. resell, redistribute, or otherwise make the Licensed Software or the Services available to any third party and will not use the Licensed Software or the Services to provide services to any third party (for example, business process outsourcing, service bureau applications, time-sharing, or third party training) without HMS's express written consent (which may be withheld in HMS's sole discretion and may be subject to additional fees and terms);
 - 3.2.3. use the SaaS Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
 - 3.2.4. use the SaaS Services to store or transmit viruses, worms, time bombs, Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs;
 - 3.2.5. interfere with or disrupt the integrity or performance of the SaaS Services, or third-party data contained in the SaaS Services;
 - 3.2.6. send HMS, or give HMS access to, any unencrypted, personally identifiable information or consumer data under any circumstances;
 - 3.2.7. attempt to gain unauthorized access to the SaaS Services, or their related systems or networks;
 - 3.2.8. submit any transaction in connection with the SaaS Services that is illegal;
 - 3.2.9. receive funds from any person, user, or customer through a transaction for the purpose of making any payment to a third party on behalf of such person that would constitute the provision of money transmission services for the benefit of such person;
 - 3.2.10. deposit a Transaction receipt that is either fraudulent or not authorized;
 - 3.2.11. engage in any activity or submit any Transaction (in connection with the Services) that:
 - 3.2.11.1. fails to comply with laws and rules, standards, and guidelines promulgated by the ACH Networks, Card Networks, PCI-DSS, or the Federal Trade Commission to the extent applicable to Client; or
 - 3.2.11.2. except as required by applicable laws, may cause HMS to be subject to investigation, prosecution, or legal action.

- 3.3. Client agrees that it is solely responsible for:
 - 3.3.1. the accuracy, quality, integrity, and legality of all transactions and information it submits to the SaaS Services (**Client Data**), and of the means by which it acquired all Client Data;
 - 3.3.2. the security of data residing on servers owned or operated by Client or a third party designated by Client (other than HMS);
 - 3.3.3. ensuring that all Client Data is encrypted before sending the Client Data to any Services (including the Hosted Services); and
 - 3.3.4. maintaining any necessary records of Client Data and transactions.

3.3.5. For clarity, Client acknowledges that HMS has no obligation to maintain any Client Data other than as necessary for HMS to perform the Services.

4. System Passwords and Security.

4.1. Passwords.

- 4.1.1. Parts of the SaaS Services are password protected. Client will solely and exclusively control the creation and provision of passwords for access to the SaaS Services.
- 4.1.2. Client is responsible for the confidentiality of any passwords and any access obtained by Client generated passwords, and Client is liable for all access to the SaaS Services other than HMS's access.
- 4.1.3. Except for access to the SaaS Services by HMS, or access to the SaaS Services granted by HMS to a third party, Client is liable for all access to the SaaS Services.
- 4.1.4. HMS will promptly suspend access rights for a Client-generated password if Client informs HMS in writing (including via electronic mail) of potentially improper access to or use of the Client-generated password.

4.2. Security Certificates.

- 4.2.1. The SaaS Services may include issuing to Client a security certificate to enable secure and encrypted communications between Client and the Services.
- 4.2.2. Client acknowledges that those security certificates are provided by third party certificate authorities, and HMS is not responsible for any errors or omissions of those third parties to the extent those errors or omissions are solely in connection with security certificates.
- 4.2.3. Client will reasonably cooperate with HMS as required related to the issuance and maintenance of security certificates.

4.3. Security.

Client agrees that it is responsible for: (1) the safety, security, and administrative safeguards of its systems, (2) unauthorized access through Client's systems, SaaS services, or HMS Systems as a result of Client's integration with the HMS's systems, or Client's receipt of the SaaS Services, other than access by HMS; and (3) access to Client's systems, the SaaS Services, or HMS systems through Client's integration with HMS systems, or Client's receipt of the SaaS Services, other than access by HMS. Client shall reimburse HMS for any fines, fees, assessments, penalties, costs, liabilities or other obligations imposed by a governmental authority, payment network, or applicable Law due to a breach of this Section.

5. Support

- 5.1. The Support set forth in Appendix 1 will be the only Support that applies to the SaaS Services. HMS may amend or replace Appendix 1 upon notice to Client, but any amendment or replacement will not (without Client's prior written consent) materially reduce the scope of HMS's obligations under Appendix 1.
- 5.2. Client acknowledges that the successful completion of Support may depend on the commitment and quality of the assistance that Client provides to HMS. Client will provide HMS with such workspace, materials, access to resources, access to management/personnel, and assistance as HMS reasonably requests related to the Support.

6. Term, Termination, and Suspension.

- 6.1. **Term.** This Agreement's term is in accordance with the term previously set forth in prior bid documentation. The initial term is three (3) years beginning June 16, 2020 (that date, the Effective Date) and will continue for

an initial term of 3 years (Initial Term), unless terminated as allowed under the terms of this Agreement. This Agreement will renew in alignment with the renewals for AMA STO20*10 and may be renewed for two (2) successive 3-year periods (each a Renewal Term). Either party may terminate this Agreement for any reason (without cause) during a Renewal Term by giving the other party 30 day's advance written notice of termination. Together, the Initial Term and any Renewal Term(s) are the Term of this Agreement.

- 6.2. **Termination.** The Client reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the Client agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date.

Either party may terminate the Addendum with written notice if (1) the other party breaches this Agreement and fails to remedy the breach within 30 days of receiving notice of it; (2) the other party repeatedly breaches this Agreement; (3) the terminating party reasonably believes its reputation will be damaged by the other party's activities; (4) either party experiences a bankruptcy or insolvency event; or (5) the other party engages in fraud, intentional misrepresentation, or willful misconduct related to its performance under this Agreement.

- 6.3. **Suspension.** HMS may immediately suspend Client's access to the SaaS Services if HMS, in its sole discretion, has reason to believe that there has been any unauthorized access or use of the HMS Services, the SaaS Services, or Client's integration with the SaaS Services.

7. **General.**

- 7.1. Each party's Authorized Signatory below has the authority to sign this Addendum on behalf of his/her respective organization, creating legal obligations that are enforceable against them.
- 7.2. HMS acknowledges that the individual executing this Addendum on behalf of Client is doing so only in his/her official capacity only, and to the extent that any provision contained in this Addendum exceeds his/her authority, HMS agrees that it will not look to that individual in his/her capacity or otherwise seek to hold him/her individually liable for exceeding such authority.
- 7.3. This Addendum may be executed electronically and in counterparts, each of which constitutes one agreement when taken together. Facsimile, electronic, and other copies of the executed Agreement are enforceable as originals.

Authorized Signatures

West Virginia State Treasurer's Office

By: Shelly L Murray
Name: Shelly L. Murray
Title: Deputy Treasurer of Purchasing
Date: June 30, 2020

Huntington Merchant Services L.L.C.

By: 
Name: Shane McCullough
Title: Vice President
Date: June 30, 2020

Appendix 1 – SaaS Services Support

1 General Maintenance

- 1.1 General maintenance for the SaaS Services is included in the Fees. The Support set forth in this Appendix will apply to the SaaS Services, and the Service Levels set forth in the Agreement will not apply to the SaaS Services.
- 1.2 HMS will provide fixes and updates for the SaaS Services that HMS may make generally available to Client as part of its standard maintenance services (**Updates**).
- 1.3 HMS will make available advice and assistance to use the SaaS Services and diagnose and correct problems that Client may encounter (**Hot-Line Support**).
- 1.4 HMS makes available the Hot-Line Support remotely by telephone or email communication during HMS's normal SaaS Services Hot-Line Support business hours in effect from time to time (currently 9:00 A.M. to 5:00 P.M. (CST or CDT)).

Payment Solutions Agreement

This Payment Solutions Agreement (**Agreement**) is among the West Virginia State Treasurer's Office (**Client or WVSTO**); Huntington Merchant Services L.L.C. (**Huntington**); and Huntington National Bank (**Bank**).

The parties agree:

1 This Agreement is governed by and construed in accordance with the laws of the State of West Virginia, including, but not limited to, the specifications, bid requirements, addendum no. 1 dated 12/19/2020, the vendor's proposal dated January 17, 2020, the previously executed WV-96 State of West Virginia Addendum to Vendor's Standard Contractual Forms (WV-96), the executed amendment document to the WV-96, as well as the terms and conditions as previously set forth in AMA STO20*10. In the event of conflict with this agreement, the WV-96, the amendment thereto, and the terms and conditions set forth in AMA STO20*10 shall take precedence. All documents are incorporated herein by reference and made a part thereof.

2 Services

Huntington (along with the Bank or Debit Sponsor Bank, as described in this Agreement) will provide the Client with services according to the terms of this Agreement, as well as additional services that the parties agree to in writing (together, **Services**). Huntington may provide the Services itself or through its affiliates; and, except for the Bank's or Debit Sponsor Bank's specific responsibilities described in this Agreement, Huntington is solely responsible for the Services.

3 Acquiring Services.

3.1. Bank's Role. The Bank is a member of the Visa and Mastercard Networks, permitting it to acquire Visa and Mastercard payment transactions. The Bank sponsors Huntington as a Member Service Provider under the Network Rules, allowing Huntington to process payment authorizations, transmissions, and settlement activities for Visa and Mastercard transactions under the Bank's direction. With respect to Visa and Mastercard transactions that are part of the Acquiring Services described below, references to **Huntington** include the Bank; however, **the Bank's responsibilities are limited solely to the sponsorship and settlement of certain card transactions submitted in accordance with this Agreement and the Visa and Mastercard Network Rules, and Bank will not have any obligation or liability of any nature in connection with any services of any kind provided by Huntington or its affiliates.** Specifically, the Bank is: (1) the only entity approved to extend Visa and Mastercard product acceptance to merchants; (2) responsible for educating merchants on applicable Visa and Mastercard Network Rules (available, respectively, at: http://usa.visa.com/merchants/operations/op_regulations.html and <http://www.mastercard.com/us/merchant/support/rules.html>), which may be provided through Huntington; and (3) responsible for all funds derived from settlement that are held in reserve. The Bank's interests or obligations under this Agreement may be assigned or otherwise transferred to another financial institution that is a member of the Networks; further, Bank may assign any of its rights or delegate any of its obligations under this Agreement to a subsidiary, affiliate, or entity that is acquiring all or any portion of its assets.

3.2. Huntington will acquire the Client's electronic transactions for payment organizations and networks (together, **Networks**) identified below (**Acquiring Services**). Huntington will be the Client's exclusive provider of the Services during the Term of this Agreement.

3.3. Networks. Huntington will provide the Client with Acquiring Services for the following Networks:

- (1) Visa
- (2) Mastercard
- (3) American Express
- (4) Discover

3.4. Additional Card Acquiring Services.

3.4.1. Additional Cards. Huntington, and not the Bank, will provide the Acquiring Services to the Client for its transactions that are initiated with Cards issued by Networks other than Visa and Mastercard, and that are identified in this Agreement. A **Card** is a card, code, device, or other means allowing access to a credit, debit, prepaid, stored value, or similar account. An **Additional Card** is a Card issued by a Network other than Visa or Mastercard

3.4.2. Additional Card Network Agreements. Payment transactions for Additional Cards are subject to separate agreements between the Client and the Additional Card issuing Networks (**Additional Card Network Agreements**). The Client will comply with the terms of its Additional Card Network Agreements and obtain any consents required by these Networks to submit Additional Card transactions to Huntington for processing. The Client will promptly notify Huntington if any of its Additional Card Network Agreements expire or terminate. Huntington will not be obligated to process the Client's Additional Card transactions if Client does not have an effective Additional Card Network Agreement with the applicable Network. ***Huntington and the Bank have no responsibility to the Client for a Network's performance obligations, responsibilities, or liabilities to the Client under their Additional Card Network Agreements.***

3.4.3. Processing. Huntington will only provide the Client with data capture and authorization processing services for transactions initiated with Additional Cards; Huntington will not provide settlement services for the Additional Card Networks. Huntington will submit settlement files for Additional Card transactions to the appropriate Networks on behalf of the Client. Additional Card transactions will be settled directly between the Client and the corresponding Network according to their Additional Card Network Agreements.

3.5. Debit Transactions. Huntington will also provide the Client with Acquiring Services for its debit Card transactions (**Debit Services**). Huntington will process the Client's debit Card transactions based on: (1) availability of the debit Networks; (2) whether a debit Card is enabled for a particular debit Network; or (3) other factors. Huntington will have discretion to choose any available debit Network when routing a particular debit Card transaction for the Client, subject to applicable Laws. Huntington will provide the Debit Services using a financial institution (**Debit Sponsor Bank**) that is a member of a debit Network that is accessible to the Client and can sponsor acceptance of the Client's debit Card transactions within the debit Network. Huntington will choose the financial institution that acts as the Debit Sponsor Bank for the Client's transactions. The Debit Sponsor Bank may assign its interests or obligations under this Agreement to another financial institution that is a member of the debit Networks. Huntington may also substitute, or assign, the Debit Sponsor Bank's interest or obligations under this Agreement to another financial institution that is a Member of the debit Networks. References to the term "Bank" in this Agreement include the Debit Sponsor Bank with respect to the

Debit Services; however, the financial institution that is the Debit Sponsor Bank is only responsible for the performance obligations described as the Bank's under this Agreement with respect to the Client's debit Card transactions.

- 3.6. Network Rules. The Client will comply with all rules, requirements, and standards of each of the Networks (together, **Network Rules**). Client acknowledges receipt of Huntington's current payments acceptance guide (**Payment Acceptance Guide**), which will assist the Client with properly accepting and submitting its transactions for processing. Under Network Rules, the Client does not own the Card account, Cardholder, personal, or other payment transaction information generated when a payment transaction is processed using the Acquiring Services. The Client will not use, retain, disclose, sell, or disseminate any Card or Cardholder information (including, names, addresses, and Card account numbers) obtained in connection with payment transactions except for (1) authorizing, processing, and settling transactions; or (2) resolving chargebacks, retrieval requests, or similar issues related to its transaction. The Client will not reproduce electronically captured Cardholder signatures except as requested by Huntington or the Networks. A **Cardholder** is the individual who was issued a Card.
- 3.7. Locations. Huntington will perform the Acquiring Services for payment transactions submitted from all the Client's retail locations in the United States (excluding Puerto Rico, and other U.S. territories).
- 3.8. Excluded Transaction Types. The Client must inform Huntington if it wants to accept telephone, mail order, or Internet based payment transactions or transactions in Puerto Rico, other US territories or outside of the US; all of which must be approved in writing by Huntington and may be subject to additional requirements and fees.
- 3.9. Submitting Transactions. The Client is responsible for:
 - 3.9.1. properly transmitting the transaction data (including all transaction detail required by the Networks) to Huntington's systems using the format and specifications provided by Huntington (the Client will maintain and update the systems that it uses to accommodate changing Network requirements as specified by Huntington);
 - 3.9.2. all payment transactions submitted for processing under its merchant identification numbers (**MIDs**), including, without limitation, all returns, refunds, or chargebacks, whether charged back by Cardholders or Card issuers;
 - 3.9.3. preventing its employees, agents, and others from submitting returns or refunds that do not reflect valid returns or refunds corresponding to prior transactions;
 - 3.9.4. retaining transaction records according to the timelines required by the Network Rules or applicable Laws; and
 - 3.9.5. maintaining transaction fraud and chargeback rates below thresholds established by the Networks.
- 3.10. Transaction Acceptance. The Client will only accept and submit transactions where:
 - 3.10.1. the transaction represents a genuine sale of the Client's goods or services to the Cardholder;

- 3.10.2. the transaction is not materially different than the transactions the Client has described to Huntington with regard to the products or services sold, the procedures for payments acceptance, or the fulfillment of obligations to the Cardholder;
- 3.10.3. the transaction complies with all requirements of the applicable Network Rules, the laws of all relevant jurisdictions, and all other requirements of this Agreement;
- 3.10.4. the transaction is not a duplicate of any other transaction;
- 3.10.5. the transaction is authorized by the rightful Cardholder for the amount of the transaction in satisfaction of the Cardholder's obligations to the Client;
- 3.10.6. the transaction is in payment of goods or services provided simultaneously with the payment transaction (except for delayed delivery, advance deposit, or other partial transactions specifically allowed under the Network Rules and explicitly authorized by Huntington in writing);
- 3.10.7. the transaction is not a refinancing of an existing obligation;
- 3.10.8. the transaction is valid, collectible, and is not subject to any dispute, setoff, or counterclaim; and
- 3.10.9. in the case of a refund, the transaction is submitted to reimburse the Cardholder for a sale transaction that was previously submitted.

The Client represents and warrants that each transaction that it submits will comply with this Section.

- 3.11. Sales Drafts. The Client will provide Huntington a copy of any sales draft(s) upon request.
- 3.12. Settlement.
 - 3.12.1. The Client will identify a bank account held in the Client's name (the **Settlement Account**) that Huntington will use in connection with all Services. The Client authorizes Huntington to initiate: (1) credits to the Settlement Account for proceeds of transactions submitted, and (2) debits to the Settlement Account for any amounts that may be owed or required to be paid under this Agreement, except for the payment of goods/services, which will be made in arrears upon receipt of a proper invoice Huntington will process credits to the Settlement Account via Automated Clearing House (**ACH**) entry unless the parties agree to transfer funds by wire. Huntington will process debits to the Settlement Account via ACH entry.
 - 3.12.2. The Client may identify more than one bank account as the Settlement Account. If the Client designates more than one Settlement Account, credits to any of these Settlement Accounts will satisfy Huntington's obligations, and successful debits to any of the Settlement Accounts will satisfy the Client's obligations under this Agreement, except for the payment of goods/services, which will be made in arrears upon receipt of a proper invoice.
 - 3.12.3. Each banking day, Huntington will initiate a transfer to the Settlement Account of the funds that the Networks deliver for the Client's Card payment transactions, less any amounts due from Client for refunds, chargebacks, or other of its obligations.

- 3.12.4. The Client does not have a property or ownership interest in any proceeds of transactions or funds received by Huntington in connection with the Client's Card transactions (including any funds held in a Reserve) until those funds are transferred to the Settlement Account. Huntington's obligations to fund the Client represent a general obligation and not a property interest in any specific funds.
- 3.12.5. All deposits into the Settlement Account are provisional only to the extent permitted under law. Cardholders, Card issuers, and the Networks have the right to require reimbursement of transactions, to impose obligations relating to violations of the Network Rules, to assess additional interchange or other assessments, and to impose fees, fines, or charges relating to the qualification of transactions.
- 3.12.6. The Client must promptly notify Huntington if it fails to receive any settlement funding or if there are any changes to the Settlement Account. Transfer of settlement funds may be delayed or misdirected if the Client provides inaccurate information about, or fails to notify Huntington of changes to, the Settlement Account. Huntington is not responsible for settlement errors that arise if the Client provides inaccurate information about, or fails to notify Huntington of changes to, the Settlement Account.
- 3.13. MATCH Reporting. Under some circumstances, Huntington may be required to report the Client to the Member Alert to Control High Risk (**MATCH**) listing or similar listings maintained by the Networks. The Client agrees that Huntington will not be liable for any losses, damages, or liabilities that may result from that reporting.
- 3.14. Mark License, Network Decals.
- 3.14.1. Huntington grants the Client a revocable, royalty free, non-exclusive, limited license that cannot be assigned, transferred, or further sublicensed to use the Networks' trademarks and service marks (together, **Protected Marks**) in the United States according to the applicable Network Rules. This license does not grant the Client any other intellectual property right, title, interest, or claim (express or implied, by estoppel, or otherwise) to the Protected Marks. The Client will not take any action that impairs an owner's intellectual property rights in its Protected Marks.
- 3.14.2. The Client will discontinue use of the Networks' decals, Protected Marks, promotional, or other materials immediately after termination of this Agreement.
- 3.14.3. The Client will not indicate that its products or services are endorsed by any of the Networks.

4 Financial Information; Audit

The Client will promptly provide any financial or other information reasonably requested by Huntington to perform credit risk, security, qualification, and other reviews related to the provision of the Services, transactions submitted, fulfillment of obligations to Huntington or Cardholders, or the financial condition of the Client. The Client authorizes Huntington to obtain information from third parties when performing credit risk, security, qualification, and other reviews. Huntington, the Bank, or their designees may perform a reasonable audit of the Client's records related to its performance under this Agreement with 30 days' advance

written notice to the Client, during the Client's normal business hours, and at Huntington's or the Bank's expense.

5 Notice of Material Changes; Third Parties

The Client will provide Huntington with reasonable advance notice of any material change in the nature of the Client's business (including any change in control or merger, any liquidation, any transfer or sale of substantially all of its assets, or any change to the Client's operations that would materially affect the products or services sold, the procedures for payments acceptance, or the fulfillment of obligations to a Cardholder). The Client will provide Huntington upon request and to the best of its ability with written disclosure identifying the third parties, systems, and services the Client uses to receive, transmit, process, or otherwise manage information or its information technology systems (e.g., without limitation, encryption or firewall providers) related to the transaction information or payment data processed in connection with this Agreement (these third parties must be registered providers with the Networks).

6 The Client's Payment Obligations

The Client will pay Huntington for those costs specified on Attachment C, Cost Proposal Form, which may be updated as needed from time to time as agreed to by the parties and upon proper issuance of procurement documentation and may include:

- (1) all fees and charges for the Services;
- (2) all transactions that are charged back by Cardholders, Card issuers, or the Networks;
- (3) all refunds submitted in connection with the Client's transactions;
- (4) all costs, liabilities, or other obligations imposed on Huntington by the Networks or other third parties as a result of transactions submitted by the Client or the actions taken (or not taken) by the Client or its third party service providers; and

7 Reserve

7.1. Huntington may require the Client to fund a cash reserve (**Reserve**) in an amount that reflects Huntington's assessment of risk, as it may determine in its discretion from time-to-time. The Reserve is a payment obligation of Huntington, established by holding back transaction proceeds or debiting the Settlement Account to the extent allowable by law and Network Rules in order to potentially offset any obligations that the Client may have to Huntington. The Reserve is not a segregated fund that the Client may claim to own. Huntington is obligated to pay to the Client any amounts remaining from the Reserve after all other then-current and contingent liabilities or obligations related to the Client's payment transactions have expired (as provided for under the Network Rules).

7.2. The obligations due to the Client from the Reserve will not accrue interest unless required by applicable Laws.

7.3. Huntington will notify the Client if a Reserve is established (including its amount) or if the amount of the Reserve is modified.

8 **Setoff and Priority**

All funds that Huntington owes to the Client under this Agreement are subject to the Client's payment obligations under this Agreement. Huntington may set off amounts the Client owes to Huntington against any funds that Huntington owes to the Client to the extent allowable by law and Network Rules.

9 **Statements, Reporting**

Huntington will provide the Client with statements or electronic reporting (either, **Statements**) reflecting the fees, settlement amounts, and other information related to the Services. The Client must review the Statements and inform Huntington of any errors within 60 days following the date that the error was, or should have been, reported. The reporting of any errors will enable Huntington to recover amounts or prevent the errors from continuing. Huntington will have no obligation to provide refunds for errors that the Client reports more than 60 days after they were, or should have been, reported. The Client and Huntington will work together to resolve issues or disputes that arise in connection with the Statements, or the funds credited or debited to the Settlement Account.

10 **Term**

This Agreement's term is in accordance with the term previously set forth in prior bid documentation. The initial term is three (3) years beginning June 16, 2020 (that date, the **Effective Date**) and will continue for an initial term of 3 years (**Initial Term**), unless terminated. This Agreement will renew in alignment with the renewals for AMA STO20*10 and may be renewed for two (2) successive 3-year periods (each a **Renewal Term**),. The Client reserves the right to terminate this Agreement for any reason (without cause) during a Renewal Term by giving the other party 30 day's advance written notice of termination. Together, the Initial Term and any Renewal Term(s) are the **Term** of this Agreement.

11 **Confidential Information**

- 11.1. Confidentiality. The entirety of AMA STO20*02, which includes vendor's entire response and any subsequent documentation, change orders, addendums, are considered public documents. As public documents, they can and will be disclosed to the public following the bid/proposal opening, award of the contract, or a State of West Virginia spending unit seeking to acquire services under the resulting contract. Contracts are public records under the West Virginia Freedom of Information Act (FOIA) (W. Va. Code § 29B-a-1, et. seq) and public procurement laws. Each party will implement and maintain reasonable safeguards to protect the other party's Confidential Information.
- 11.2. Disclosure. The recipient may disclose another's party's Confidential Information: (1) to its directors, officers, personnel, and representatives (including those of its subsidiaries, affiliates, subcontractors or vendors) that need to know it in connection with the recipient's performance under this Agreement, and are bound by confidentiality obligations materially similar to those required under this Agreement; and (2) in response to a subpoena, court order, request from a regulator, or as required under applicable Laws or Network Rules.

12 **Data Security**

- 12.1. The Client is responsible for any unauthorized access to any transaction data from the Client or from third parties retained by or on behalf of the Client.

- 12.2. Huntington is responsible for any unauthorized access to the Client's transaction data on Huntington's systems.
- 12.3. The Client must comply with Payment Card Industry Data Security Standards (**PCI DSS**) and obtain timely certification of its systems and processes (which must be maintained during the Term) as required under the Network Rules. The Client will comply with all additional standards that the Networks may require. The Client will allow the Networks, Huntington, or the Bank to audit its PCI DSS compliance and information technology systems related to the Services provided under this Agreement.
- 12.4. Huntington must comply with all PCI DSS requirements and the Network Rules that apply to its performance under this Agreement.
- 12.5. Security Incident.
 - 12.5.1. If the Client becomes aware that there has been unauthorized access to transaction data (a **Security Incident**), it will promptly notify Huntington. If requested by Huntington, the Client will retain a reputable firm that is certified and approved by the Networks that provides forensic information security services and risk assessments in order to: (1) assess the nature and scope of the Security Incident; and (2) identify the access controls or transaction data involved in the Security Incident. The Client will take appropriate steps to contain, control, stop, and remediate any Security Incident.
 - 12.5.2. The Client will provide reasonable details regarding the Security Incident to, and cooperate with, Huntington, any Networks, and the forensics firms that are involved in the investigation and remediation of a Security Incident. The Client will take all actions that the Networks require in connection with the investigation and remediation of a Security Incident.
 - 12.5.3. The Client will reimburse Huntington and/or the Bank for all fines, fees, penalties, assessments, or other obligations of any kind imposed by a Network or a regulator on Huntington or the Bank due to a Security Incident caused by the Client or its third party service providers (together, **Network Security Fees**) to the extent permitted by law.
- 12.6. Data Use. Huntington may use transaction data obtained from providing the Services to the Client to fulfill performance obligations under this Agreement and investigate fraud, or suspected fraud, related to the Client's transactions. Huntington may also use transaction data obtained from providing the Services under this Agreement in aggregated and anonymized form (as required by applicable Laws) for research and development, or to provide services generally.

13 General Suspension; Termination

- 13.1. General Termination. The Client reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the Client agrees to pay the Vendor only for all undisputed services rendered or goods received before the termination's effective date.
- 13.2. General Termination continued: Either the Client or Huntington may terminate this Agreement by giving 30 days' advance written notice if the other materially breaches this Agreement and fails to remedy the breach within 30 days of receiving notice of it.

- 13.3. Risk Termination. Huntington may immediately suspend or terminate this Agreement, in its discretion, upon notice if the Client:
- 13.3.1. engages in fraud, misrepresentation, or intentional misconduct related to its performance under this Agreement;
 - 13.3.2. experiences excessive chargebacks, irregular, or fraudulent payment transactions (based on Network thresholds), or engages in business practices creating excessive risk for Cardholders or Huntington;
 - 13.3.3. experiences a material adverse change in its financial condition (including the failure to pay any of its debts or if the Client's accountants fail to deliver an unqualified audit opinion with respect to the Client's and its consolidated subsidiaries' annual financial statements when requested by Huntington);
 - 13.3.4. fails to provide notice of a material change in the nature of its business;
 - 13.3.5. fails to disclose the third parties or systems it uses in connection with the transaction information or payment data processed under this Agreement;
 - 13.3.6. experiences a Security Incident or fails to comply with PCI DSS or a material Network requirement;
 - 13.3.7. materially changes its operations, products, services, or procedures for payments acceptance;
 - 13.3.8. sells substantially all of its assets, undergoes a change in ownership or control, merges, or effects an assignment without obtaining the prior consent of Huntington;
 - 13.3.9. defaults under any other agreement it has with Huntington or its affiliates; or
 - 13.3.10. a Network, a governmental authority, or the Bank instructs Huntington to suspend its performance under or terminate this Agreement).

Together, the events described in this Section are **Default Events**.

14 Termination Fee

The Client reserves the right to terminate this Contract upon thirty (30) days written notice to the Vendor. If this right is exercised, the State agrees to pay the Vendor **only** for all undisputed services rendered or goods received before the termination's effective date or as required by Network Rules.

15 Indemnification

Omitted.

16 Exclusion of Damages

Omitted.

17 Limitation of Liability

Huntington's aggregate liability to the other for losses arising from any cause (regardless of the form of action or legal theory) in connection with this Agreement will be limited to limits specified in bid documentation for Commercial General Liability Insurance, the Automobile Liability Insurance, Cyber Liability Insurance, and as set forth in the WV-96 and the corresponding addendum thereto (**Liability Cap**). The Liability Cap will not apply to: (1) Huntington's obligation to remit the proceeds of the Client's transactions that are processed under this Agreement (after accounting for all offsetting obligations) or (2) the Client's payment obligations related to the Services, Network Security Fees, the Early Termination Fee, and other amounts for which it is specifically liable under this Agreement (including, without limitation, amounts imposed by a regulatory authority that are specifically due to a party's failure to perform its obligations under this Agreement. The Bank will have no liability to Client except for what is set forth in Section 2.1.

18 Notices

Written notices (other than normal operations) required under this Agreement will be sent by email, certified mail, or courier (all with tracking and delivery confirmation). Notices will be effective upon receipt.

Notices to the Client will be sent to:

West Virginia State Treasurer's Office, Attn: Associate General Counsel, 1900 Kanawha Boulevard E, Building 1 Suite E-145, Charleston, West Virginia, 25305.

Notices to Huntington will be sent to:

Huntington Merchant Services L.L.C., Attn: Executive Vice President – Operations, 3975 NW 120th Avenue, Coral Springs, FL 33065;

with a copy to:

Huntington Merchant Services L.L.C., Attn: General Counsel's Office, 3975 NW 120th Avenue, Coral Springs, FL 33065.

Emailed notices to Huntington will be sent to: legalpapers@firstdata.com

Notices to the Bank will be sent to:

Huntington National Bank, 41 South High Street, HC 0445, Columbus, OH 43215. The Bank's phone number is: 304.348.4537.

19 Third Party Beneficiaries, Providers

There are no third-party beneficiaries to this Agreement other than Huntington's or the Bank's subsidiaries and affiliates involved in providing the Services to the Client. Each party is responsible for the performance of any third parties it uses in connection with the Services, and their compliance with the terms of this Agreement.

20 Waivers

Omitted.

21 Compliance with Law, Choice of Law, Waiver of Jury Trial

This Agreement is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect. The parties will comply with all laws, rules (including Network Rules), and regulations (together **Laws**) that are applicable to their respective performance obligations under this Agreement.

22 Entire Agreement, Amendment, Counterparts

The defined term **Agreement** includes its schedules, addenda, and any amendments (capitalized terms used in the schedules, addenda, or amendments without definition will have the meanings given to them in this Agreement). This Agreement is part of the Agency Master Agreement, AMA STO 20*02, and includes all addenda and amendments thereto. AMA STO 20*02 and all associated documentation is the entire agreement between the parties and replaces any prior agreements or understandings (written or oral) with respect to its subject matter. Schedules, addenda, amendments, change orders or any other modifications to this Agreement related to Services that are provided solely by Huntington and not the Bank need only be executed by the Client and Huntington (references in these Schedules to "party" or "parties" will mean Huntington and the Client, as applicable, and not the Bank). This Agreement and any addenda, change orders or amendments may be executed electronically and in counterparts, each of which constitutes one agreement when taken together. Electronic and other copies of the executed Agreement are valid.

23 Assignment

The parties may not assign this Agreement without the others' written consent (not to be unreasonably withheld), except in accordance with the WV-96 and the executed amendment thereto, or otherwise under its terms. This Agreement will be enforceable against a party's permitted successors or assigns.

24 Publicity

Huntington and the Client may publicly indicate they have entered into a contract with each other. The Client must obtain prior written approval for any publicity related to the Bank and its role in connection with this Agreement.

Authorized Signatures:

[Client]

By: Shelly L Murray
Name: Shelly L Murray
Title: Deputy Treasurer of Purchasing
Date: June 30, 2020

Huntington Merchant Services L.L.C.

By: 
Name: Shane McCullough
Title: Vice President
Date: June 30, 2020

Huntington National Bank

Huntington Merchant Services LLC pursuant to limited Power of Attorney

By: 
Name: Shane McCullough
Title: Vice President
Date: June 30, 2020

Wells Fargo Bank, N.A.

solely as Debit Sponsor Bank under Section 3.5

Huntington Merchant Services LLC pursuant to limited Power of Attorney

By: 
Name: Shane McCullough
Title: Vice President
Date: June 30, 2020

Acquiring Fee Schedule

1 Acquiring Fees

The Client will pay Huntington the fees described in Attachment C, Cost Proposal Form as submitted as part bid solicitation response. below (**Acquiring Fees**) for the Acquiring Services. The Acquiring Fees are based on the Client's business methods and the types of transactions it will submit for processing that the Client disclosed to Huntington. Huntington may modify the Acquiring Fees if the Client materially changes its business methods or the types of transactions that it submits for processing. Any fee modifications will occur through an issued change order to the Agency Master Agreement.

2 Network Fees

The Client will pay Huntington the fees described in Attachment C, Cost Proposal Form. Any modification in fees, resulting in differing costs from those presented in Attachment C, Cost Proposal Form, will occur through an issued change order to the Agency Master Agreement.



**State of West Virginia
Agency Master Agreement**

CORRECT ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, AND SHIPPING PAPERS.
QUESTIONS CONCERNING THIS
ORDER SHOULD BE DIRECTED TO
THE DEPARTMENT CONTACT.

Order Date: 2020-07-16

Order Number: AMA 1300 1300 STO2000000010	Procurement Folder: 658117
Document Name: Merchant Processing Services	Reason for Modification: Change Order 2 is issued to incorporate the attached Cost Clarification that was inadvertently left out of the original award contract.
Document Description: Merchant Processing Services	
Procurement Type: Agency Master Agreement	
Buyer Name: Shelly Murray	
Telephone: (304) 341-7089	
Email: shelly.murray@wvsto.com	
Shipping Method: Vendor	Effective Start Date: 2020-06-16
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2023-06-15

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: VC0000025543 HUNTINGTON MERCHANT SERVICES LLC 3975 NW 120TH AVE CORAL SPRINGS FL 33065 US Vendor Contact Phone: (503) 330-6025 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com

INVOICE TO	SHIP TO
WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US	WEST VIRGINIA STATE TREASURERS OFFICE 322 70TH ST SE CHARLESTON WV 25304 US

Total Order Amount	Open End
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DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY: Bryan Archer
DATE: 2020-07-16
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order

Change Order No. 2 is issued to incorporate the attached Cost Clarification that was inadvertently left out of the original award contract.

No Other Changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84121500			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Banking institutions

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43211720			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Point of sale payment terminal

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43212112			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Point of sale POS receipt printers

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	14111608			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Gift certificate

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	43211505			EA	\$0.000000
	Service From	Service To			

Commodity Line Description: Point of sale POS terminal

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	84121500				\$0.000000
	Service From	Service To			
	2020-06-16	2023-06-15			

Commodity Line Description: Banking institutions

Extended Description:

Please clarify the cost for the Merchant Discount Rate for American Express:

Is “vendor’s” cost proposal utilizing a full-service American Express interchange rate or the STO American Express contracted interchange rate plus a pass-through cost?

RESPONSE: It is the vendor's intention to utilize the STO American Express contracted interchange rate, plus a pass through cost.

Please complete the appropriate cost depending on “vendor’s” answer above:

1. Full Service American Express Interchange rate:

Service	Count	Amount	Unit Rate	% Rate	Annual Cost (Count x Unit Rate or % Rate)
Merchant Discount Rate					
American Express	125,000	\$27,0 0,000			

OR

2. STO American Express Contract plus pass through:
(American Express Separate contract + Pass-through Cost = Total Amount Invoiced to STO)

Service	Count	Amount	Unit Rate	% Rate	Annual Cost (Count x Unit Rate or % Rate)
Merchant Discount Rate					
American Express (Separate contract maintained)	125,000	\$27,000,000		2.25%	
Pass through Cost	125,000	\$27,000000	\$0.05		\$6,250
Total					