



State of West Virginia Agency Master Agreement

Order Date: 2020-10-09

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

Order Number: AMA 1300 1300 STO2000000010 4	Procurement Folder: 658117
Document Name: Merchant Processing Services	Reason for Modification: Change Order No. 3 is issued to incorporate the attached First Amendment and updated cost sheet.
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 Details: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr style="background-color: #cccccc;"> <th style="width: 5%;"></th> <th style="width: 15%;">Discount Allowed</th> <th style="width: 20%;">Discount Percentage</th> <th style="width: 20%;">Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Shelly Murray Requestor Phone: (304) 341-7089 Requestor Email: shelly.murray@wvsto.com
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

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 : Shelly Murray
DATE: 2020-10-09
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order

Change Order No. 3 is issued to incorporate the attached First Amendment and updated cost sheet.

No Other Changes

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	84121500			EA	\$0.00
	Service From	Service To			

Commodity Line Description: Banking institutions

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	43211720			EA	\$0.00
	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	\$0.00
	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	\$0.00
	Service From	Service To			

Commodity Line Description: Gift certificate

Extended Description:

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	43211505			EA	\$0.00
	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				\$0.00
	Service From	Service To			
	2020-06-16	2023-06-15			

Commodity Line Description: Banking institutions

Extended Description:

FIRST AMENDMENT

to

AGREEMENT

between

WEST VIRGINIA STATE TREASURER'S OFFICE ("STO")

and

HUNTINGTON MERCHANT SERVICES, LLC ("HUNTINGTON MERCHANT SERVICES")

This **FIRST AMENDMENT** ("First Amendment") is made effective as of the date of signature of said agreement, and amends the Agreement dated July 16, 2020, known as AMA STO 20*10, by and between the WEST VIRGINIA STATE TREASURER'S OFFICE (STO) and HUNTINGTON MERCHANT SERVICES, LLC ("HUNTINGTON").

WHEREAS, the STO and HUNTINGTON MERCHANT SERVICES entered into the Agreement for merchant processing services dated July 16, 2020, for; and

WHEREAS, the Agreement reserves the right of the STO and HUNTINGTON MERCHANT SERVICES to amend the Services under the Agreement as mutually agreed between the parties; and

WHEREAS, the parties seek to amend the Agreement to include necessary documentation for certain functionality under the Agreement; and

WHEREAS, the parties seek to amend the Agreement by updating fees as it relates to certain processing and equipment items, as identified as Attachment C, Cost Proposal Form.

NOW, THEREFORE, THIS AMENDMENT WITNESSETH:

The parties covenant and agree as follows:

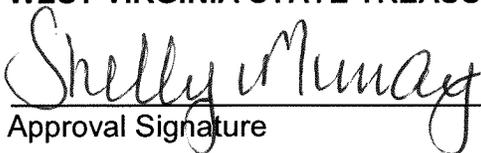
1. This First Amendment adds the following necessary documentation for certain functionality under the Agreement:
 - Card Connect Statement of Work
 - Clover Services and Equipment Schedule

Data File Manager Addendum
STO/Huntington Amendment to Gift Card Custom Form
Participation Agreement
Payeezy Schedule
TransArmor Service with P2PE Schedule

- 2. Attachment C, Cost Proposal Form:** The updated Attachment C, Cost Proposal Form is hereby added with this Amendment reflecting an update to the fees relating to certain processing and equipment items.
- 3. Execution in Duplicate:** This First Amendment may be executed in duplicate, each of which shall be considered an original.

WITNESSETH THE FOLLOWING SIGNATURES:

WEST VIRGINIA STATE TREASURER'S OFFICE:

		
Approval Signature	Title	Date

HUNTINGTON MERCHANT SERVICES, LLC

	Shane McCullough	Authorized Signer	10/6/2020
Approval Signature		Title	Date

This document was drafted by:
M. Lindsay Marchio, Esq. – WV Bar #12859
West Virginia State Treasurer's Office
322 70th Street SE
Charleston, WV 25304
(304) 340-5023

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		2.25%
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		
Payeezy Gateway Setup			Waived		
Payeezy Gateway Monthly			\$19.95 monthly per MID		
Payeezy Gateway Fee			\$0.05 per transaction		
Virtual Terminal per terminal fee	300		\$75		\$22,500
Encryption and Tokenization					
Transaction cost for CardConnect CardSecure® P2PE (encryption) and tokenization – Card Present	2,200,00		\$0.035		
Transaction cost for CardConnect CardSecure® P2PE (encryption) and tokenization – Card Not Present	1,000,000		\$0.035		
Transaction cost to service remove PCI data from STO-hosted web page for Card Not Present	1,100,000		\$0.035		
TransArmor Encryption (P2PE or RSA or TAV) and tokenization			\$0.025		
One Time Implementation Costs	200		Waived		
Cost to Convert Tokens to/from Solution	50		\$40		\$2,000
Cardholder Disputes	500		\$5.00		\$2,500
Reporting					
One-time setup	1		Waived		
Monthly User Fees – per user/MID	30		Waived		

Data File Manager Set Up Fee			\$2,500 per user		
Data File Manager Monthly Fee			\$165 per month		
Other Fees					
Statement Fees	3		\$10 (for paper statement, digital is no cost)		
Wire Transfer (1 day funding)	250		\$8.00		\$2,000
Fees not covered elsewhere (please list in detail)	Gateway Monthly Fee		\$15.00		
Gift Card Fees					
Transaction Fees (loads, reloads, redemptions, inquiries)	50		Waived minimum transaction cost of \$0.25 required		
Monthly Fees	1		Waived		
Set-up Fee	10		\$75 primary location, \$50ea after		\$525
Card Production	100		\$150 per 100 standard template cards		\$150
Gift Card Reporting	1		Waived		
Custom Gift Card Program					
Conversion Fee	20,000 cards		\$1,000 per total conversion		
Cost per Transaction			\$0.15		
Balance Inquiry			\$0.20		
VRU Per Call			\$0.25		
Card Order Tier					
1	1,000 – 2,499		\$0.50		

2	2,500 – 7,499		\$0.45		
3	7,500 – 9,999		\$0.35		
4	10,000 – 24,999		\$0.30		
5	25,000 – 49,999		\$0.25		
6	50,000 – 74,999		\$0.20		
7	75,000 – 99,999		\$0.15		
Gift Card Carrier					
1	1,000 – 2,499		\$0.50		
2	2,500 – 7,499		\$0.45		
3	7,500 – 9,999		\$0.35		
4	10,000 – 24,999		\$0.30		
5	25,000 – 49,999		\$0.25		
6	50,000 – 74,999		\$0.20		
7	75,000 – 99,999		\$0.15		
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:					\$5,587,942

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					
Set up Fee	All pricing for Fraud Detect solution will require additional discovery for fraud use cases and risk profile.				
Per Item Fee					
Other/Misc					
Other Fees					
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
<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. Clover Flex is the only device with a build-in printer. All machines read cards</p>					
Hardware					
Ingenico Devices**					
Ingenico IPP320			\$325		
Ingenico iPP350			\$360		
Ingenico ISC250			\$520		
Ingenico Lane/3000			\$380		
Ingenico Lane/5000			\$415		
Ingenico VP3300			\$90		
Ingenico iSMP4			\$550		
Ingenico Stands			\$100		
Ingenico Desk 3500			\$210		
Ingenico Desk 5000			\$325		
Ingenico iPP315			\$195		
Ingenico Desk 3500 w/iPP315			\$380		
Ingenico Desk 5000 w/iPP315			\$500		
ID TECH Devices**					
IDTECH SREDKey			\$160		
ID Tech Augusta			\$170		
Clover Devices**					
Clover Go*			\$50		
Clover Flex*			\$449		
Clover Mini*			\$649		
Clover Station w/Cash Drawer (no printer)*			\$1,299		

Clover Station w/Cash Drawer and Contactless Receipt Printer*			\$1,549		
Clover Station Pro*			\$1,799		
Clover Accessories					
Clover Go Clip			\$15		
Clover Go Dock			\$29		
Non-Contactless Printer			\$229		
Contactless Printer			\$349		
Kitchen Printer			\$449		
Weight Scale			\$499		
Cash Drawer			\$99		
Hand Held Scanner			\$169		
Hands Free Scanner			\$249		
Clover Flex Silicon Sleeve			\$35		
Clover Flex Travel Kit			\$69		
Clover Mini Swivel Stand			\$89		
SaaS For Clover					
Payments Plus			\$4.95 Monthly, Per MID		
Register Lite			\$14 Monthly, Per MID		
Register			\$29 Monthly, Per MID		
Security Plus			\$9.99 Monthly, Per MID		
Wireless (Cellular)			\$15 Monthly, Per Device		
FD Devices					
FD130			\$449		
FD150			\$220		
FD35 Pin Pad For FD130			\$180		
RP10 Pin Pad For FD150			\$110		

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

****Tokenization required for this device type**

*****Lane series devices are considered a pre-order, and merchants will be shipped a BOLT device for use until the Lane series is ready for deployment, at which point the Lane will be shipped, and the initial BOLT device will be returned at no additional cost to the merchant.**

Payeezy Schedule

This Payeezy Schedule is between Huntington Merchant Services LLC (**Provider**) and the West Virginia State Treasurer's Office (**Client**); and supplements the Payment Solutions Agreement dated June 16, 2020, (**Agreement**) among Provider, Client, and Huntington Bank (**Bank**). Capitalized terms used, but not defined in this Payeezy Schedule, have the meanings given to them in the Agreement.

The Payeezy Services described in this Schedule are provided solely by Provider under the Agreement; and ***the Bank has no performance obligations or liabilities of any nature in connection with the Payeezy Services.***

The parties agree:

1. **Payeezy Services.** Provider will provide the Client with a web-based application programming interface and gateway for ecommerce payment transactions (together, **Payeezy Services**). The Payeezy Services are Services that Provider provides to the Client under the Agreement, and ***the Bank has no performance obligations or liabilities of any nature in connection with the Payeezy Services.*** The Payeezy Services support:
 - (1) preauthorization, authorization, purchase, completion, refund, void, and gift card balance inquiry processing for internet-based payment transactions;
 - (2) the ability to manage recurring payments;
 - (3) hosted internet payment checkout pages that are Client configured and branded to integrate with the Client's website;
 - (4) various third party enabled and auto-enabled payment options for Client's payment checkout page that, if auto-enabled (e.g., MasterPass, on behalf of MasterCard), will be subject to the operating rules of the applicable third party service provider;
 - (5) an administrative tool that provides online access to: real-time transaction reporting (Real-Time Payment Manager), downloadable transaction reports, transaction research, funding reconciliation capabilities via the Real-Time Payment Manager or ClientLine reporting tools, and management of user credentials, passwords, roles, and permissions;
 - (6) a browser-based, virtual point of sale terminal that supports mail order, telephone order, and retail payment transaction processing;
 - (7) fraud and transaction risk screening tools; and
 - (8) gateway access to other Provider services that the Client receives under its Agreement.

2. **Payeezy Fees.** The Client will pay Provider the fees in accordance with Attachment C, Cost Proposal Form.

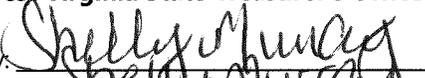
3. **Term.** This Payeezy Schedule's term is in accordance with the term previously set forth in prior bid documentation. The initial term is three (3) years beginning June 16, 2020 (that date, the **Effective Date**) and will continue for an initial term of 3 years (**Initial Term**), unless terminated as allowed under the terms of this Payeezy Schedule. This Payeezy Schedule 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 Payeezy Schedule 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 Payeezy Schedule.

4. **Authority; Integration.** Provider and the Client each represents and warrants it has corporate authority to execute this Payeezy Schedule, creating legally enforceable obligations. This Payeezy Schedule supplements, incorporates, and is subject to the terms of the Agreement.

5. **General.** This Payeezy Schedule may be executed electronically and in any number of counterparts, each of which is deemed an original and all of which constitute the same instrument. Facsimile, electronic or other copies of the executed Payeezy Schedule are effective. The Agreement remains in effect as modified by this Payeezy Schedule.

Executed:

West Virginia State Treasurer's Office

By: 
 Name: Shelly Munday
 Title: Director Purchasing
 Date: 10/6/2020

Huntington Merchant Services LLC

By: 
 Name: Shane McCullough
 Title: Authorized Signer
 Date: 10/6/2020

Clover Services and Clover Equipment Schedule

This Clover Services and Clover Equipment Schedule (Schedule) is between Huntington Merchant Services, LLC (Provider) and West Virginia State Treasurer's Office (Client).

1 Background

- 1.1 This Schedule adds the Clover Services (defined below) to the Payment Solutions Agreement (**PSA**) between Provider and Client. The terms of the PSA and this Schedule apply to the Clover Services, but if anything in this Schedule conflicts with the PSA, this Schedule will control. The Clover Services are **Services** under the PSA and are provided by Provider and not by Bank. Bank is not a party to this Schedule and is not liable to Client in connection with the Clover Services or this Schedule.
- 1.2 Capitalized words or phrases that are not defined in this Schedule use the definitions give to them in the PSA. Together, the PSA and this Schedule are the **Agreement**.

2 Services Description

- 2.1 Provider will provide Client with software applications (**Clover Services**) that reside on Clover-branded point-of-sale equipment (**Clover Equipment**) or on other devices or form factors that Provider periodically designates. Provider will also give Client access to a website associated with the Clover Services. The applications that make up the Clover Services may reside on the Clover Equipment when Client receives it, or Client may download the applications during or after initial set-up. The applications (and their functionality) that make up the default Clover Services may vary from time to time.
- 2.2 The Acquiring Services as submitted and processed through the Clover-branded point-of-sale equipment are governed by the terms and conditions of the PSA and AMA STO20*10.
- 2.3 The Clover Services may provide Client with access to the Clover App Market and links to software applications that Client may obtain from developers (**Apps**). **Although designed to function with the Clover Services, these Apps are not part of the Clover Services.** Developers provide Apps directly to Client. Client must execute separate agreements with the App developers in order to use the Apps. Client acknowledges that Client is solely responsible for its use of all Apps, compliance with corresponding agreements for Apps, and any associated fees or charges for the Apps.
- 2.4 Client may designate Apps that Client wants pre-installed and enabled with its Clover Services. Client authorizes Provider to (1) accept the developer's agreements (which govern Client's use of their applications), (2) pre-install or install the designated Apps, and (3) enable the designated Apps, all on Client's behalf.
- 2.5 **Client uses Apps at its own risk. Provider is not responsible for, makes no representations or warranties related to, and disclaims all liability for the Apps, their content, advertising, additional hardware or peripheral requirements, or additional goods or services provided through them, all of which are the responsibility of the App developers.**

- 2.6 The Clover Services will support electronic communications with Client's customers (for example, sending digital transaction receipts, marketing, or other materials via email or text). These customers must provide their consent and enter their email address or phone number when prompted by the Clover Services in order to receive electronic communications from Client, Clover Networks, Inc. (**Clover**), or a third party (such as an App developer) through the Clover Services. **Client may not independently provide or modify a customer's consent.** Client must send electronic communications to its customers via the Clover Services by using the contact information those customers provide. Some state laws may impose limitations on how Client may use its customers' contact information through the Clover Services, and Client is responsible for knowing and following those laws and limitations.
- 2.7 Client will provide accurate information when creating Client's member or merchant account (**Account**) for the Clover Services and will update this information periodically so that it remains accurate. Clover collects all information or transaction data that Client provides in connection with its Account through the clover.com website or when using the Clover Services (together, **Account Information**). Account Information will be managed according to the Agreement and Clover's privacy policy (available at clover.com/privacy-policy). Client authorizes Provider to access its Account Information in connection with providing the Clover Services or other supported Services under the Agreement.
- 2.8 Client is responsible for maintaining the confidentiality of the account numbers, passwords, security questions and answers, login details, and other information (together, **Credentials**) needed to access its Account or Account Information. Provider will rely on Client's Credentials to authenticate access to Client's Account or Account Information. Client must notify Provider immediately if it becomes aware of any loss or theft of, or unauthorized access to, its Credentials, Account, or Account Information. Provider may deny any access to Client's Account or Account Information if it believes someone is misusing Client's Credentials.
- 2.9 The Clover Services will support offline payment transactions and point-of-sale activities. Payment transactions that Client processes while offline will be held and submitted for authorization when Internet connectivity with the Clover systems is restored. If Client chooses to conduct offline payment transactions, it does so at its own risk and will be solely responsible for all risks (such as subsequent transaction denials) associated with any offline payment transactions that Client accepts.
- 2.10 Provider will provide Client documentation, periodic updates, and an operating guide for the Clover Services. Periodic updates may include maintenance releases or bug fixes, and Provider may make the operating guide available via the Internet. Maintenance or bug fixes for the Clover Services may result in service interruptions, delays, or errors. Provider will not be liable to Client for any service interruptions, delays, or errors that result from maintenance or bug fixes for the Clover Services. Provider may contact Client or access Client's Account, Account Information, or transaction information and payment data in order to identify errors or perform maintenance for the Clover Services.

3 Clover Equipment

Provider will provide Client with the Clover Equipment selected in the table at the end of this Schedule. Client is solely responsible for choosing Clover Equipment that meets Client's needs. Client must order Clover Equipment using forms that Provider provides to Client (**Orders**). Provider will reject any other forms, purchase orders, or correspondence that Client attempts to submit as Orders, as well as any additional or inconsistent terms in documents Client attempts to submit.

4 Limited Warranty

4.1 Provider warrants that the Clover Equipment will be free from manufacturer-induced defects in materials or workmanship for one year (**Warranty Period**) beginning on the date that Provider, or its designee, ships the Clover Equipment to Client. This limited warranty is the **Clover Equipment Limited Warranty**.

4.2 The Clover Equipment Limited Warranty does not:

- (1) Include a warranty that the Clover Equipment will operate uninterrupted or error free;
- (2) Apply to the Clover Services, any Apps, or any other software or peripherals used in connection with the Clover Equipment;
- (3) Cover accident, damage to, or misuse of the Clover Equipment, including damage resulting from smashed or cracked units or screens; extraneous materials in the interior of the unit (such as hair, soil, or dust); contact with liquids; missing unit covers; fire damage; melted or burnt units; cosmetic damage (such as scratches, dents, or broken plastic on ports); improper or inadequate maintenance by Client (or Client's vendors); other visible damage; or Client's breach of this Schedule; or
- (4) Apply to defects or damage resulting from software, interfaces, or supplies Provider does not provide; negligence, accident, or acts of nature (including flood or lightning damage); loss or damage in transit; improper site preparation by Client (or Client's vendors); failure to follow written instructions on proper use of the Clover Equipment; unauthorized modification or repair; or normal wear and tear.

4.3 Client may not transfer the Clover Equipment Limited Warranty to any third parties.

4.4 Client will contact Provider's support center for assistance with defective Clover Equipment. Provider will provide a Return Merchandise Authorization (**RMA**) call tag to Client if Provider deems Clover Equipment defective during the Warranty Period. Client may use the RMA to ship the defective Clover Equipment to Provider's repair facility. Client is responsible for all return shipping costs to Provider's repair facility. Provider will arrange for defective Clover Equipment covered by the Clover Equipment Limited Warranty to be repaired or replaced and shipped back to Client at no additional charge. Provider warrants replacement hardware for the remainder of the Warranty Period corresponding to the original Clover Equipment.

5 Fees

- 5.1 Client will pay Provider: (a) the Clover Services fees reflected at the end of this Schedule or in the Clover App Market; and (b) the Clover Equipment fees reflected at the end of this Schedule. Clover Services fees and Clover Equipment fees do not include any fees that Provider charges under the Agreement for payment processing/acquiring or for other Services provided to Client.
- 5.2 Developers of applications in the Clover App Market charge fees separate from the Clover Services or Clover Equipment. Client is responsible for paying all fees for Clover App Market applications to the developers. Client authorizes Clover to collect all Clover App Market application fees on behalf of their developers.

6 Term, Termination, and Changes

- 6.1 This Schedule'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 Schedule. This Schedule 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 Schedule 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 Schedule. This Schedule begins on the later of the dates it is signed by HMS or Client (the Schedule Effective Date) and will continue for the Term of the Schedule.
- 6.2 Provider may suspend or terminate the Clover Services if:
- (1) Client uses the Clover Services for any fraudulent, illegal, or unauthorized purpose or provides inaccurate or false information related to its Account; or
 - (2) Provider terminates its agreements with any third parties involved in providing the Clover Services.
- 6.3 The Client reserves the right to terminate this Schedule upon thirty (30) days written notice to the Vendor. If this right is exercised, the Client agrees to pay Provider only for all undisputed services rendered or goods received before the termination's effective date.
- 6.4 A breach of this Schedule constitutes an Event of Default under the Agreement.
- 6.5 Provider may update or modify the Clover Services or amend this Schedule periodically by providing notice to Client. Client's use of the Clover Services after update, modification, or amendment will constitute Client's acceptance of the change.

7 Intellectual Property

- 7.1 Provider grants Client a revocable, limited, non-exclusive, non-transferrable, non-sub-licensable, royalty-free license during the term of this Schedule to use the Clover Services and related documentation in the United States to operate Client's business and conduct

point-of-sale activities. Client will not decompile, disassemble, reverse engineer, or otherwise attempt to discover the Clover Services' source code, ideas, or algorithms. Client may not:

- (1) Distribute, lease, sell, republish, modify, copy, alter, or create derivative works from the Clover Services or related documentation;
- (2) Access any part of the Clover Service that Provider does not intend for Client's use;
- (3) Use the Clover Services through any time-sharing, service bureau, network, consortium, or other multiparty access structure;
- (4) Remove, relocate, or otherwise alter any proprietary rights notices from the Clover Services, Clover Equipment, or Clover Marks (defined below);
- (5) Export the Clover Services outside the United States; or
- (6) Impose unreasonably large loads on Provider's infrastructure, networks, or bandwidth.

7.2 Provider reserves to itself (or its licensors, as applicable) all right, title, interest, and license (express or implied) to the Clover Services that are not specifically granted to Client under this Schedule. Client may not use the Clover logos, trademarks, or service marks (together, **Clover Marks**) in any manner (such as advertisements, displays, or press releases) without Provider's prior written consent. Any challenge to Provider's ownership of the Clover Services is a breach of this Schedule and an Event of Default under the Agreement.

7.3 Client may submit comments or ideas about the Clover Services or Clover Equipment (including ideas about improving them). Client's comments or ideas about the Clover Services or Clover Equipment are not Confidential Information and do not constitute Client's intellectual property. Provider may use or disclose Client's comments or ideas about the Clover Services and Clover Equipment without compensating or sending notice to Client.

8 Electronic Communications

8.1 Client agrees that while this Schedule is in effect, Provider can:

- (1) Contact Client using electronic communication methods (such as email, SMS/text messaging, fax, live agent calls, automatic telephone dialing system, or artificial/pre-recorded voice messages), including for marketing purposes;
- (2) Give Client legal disclosures electronically, including disclosures required by law, notices about the Clover Services or Clover Equipment that are required or permitted under this Schedule or the Agreement, and other information about your legal rights and obligations; and
- (3) Give Client billing statements and other information about the Clover Services or Clover Equipment electronically.

8.2 Client also agrees that Provider may contact Client using information or telephone number(s) that Client provides to Provider (including landline or mobile numbers) even if the numbers have been registered on a Do Not Call list or similar non-solicitation registry.

Authorized Signatures:

CLIENT:
By: Shelly Munday
Name: Shelly Munday
Title: IT Ops Purchasing
Date: 10/8/2020

Huntington Merchant Services, LLC
By: [Signature]
Name: Shane McCullough
Title: Authorized Signer
Date: 10/6/2020

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 Custom Design Cards & Carriers – Gift Card Set Up Form and the following amendments thereto:

1. Section titled "Client Approval" is amended by deleting the paragraph above STO's signature line in its entirety and replacing with the following:

"ACKNOWLEDGEMENT/AUTHORIZATION: All fees for the Services shall be paid in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of goods/services, whichever is later. This authorization shall remain in full force and effect until Company has consented to its termination, at such time and in such manner as to afford Company a reasonable opportunity to act on it. Client acknowledges that it has received applicable documents containing general terms and conditions governing the Services. In the event of any conflict between such general terms and conditions, and this Gift Card Set-Up form, the terms set forth in the AMA STO20*10 followed by the Gift Card Set-Up form shall govern."

Authorized Signatures:

STO: Shelly Muncy
By: Shelly Muncy
Name: Shelly Muncy
Title: DT PURCHASING
Date: 10/8/2020

Huntington Merchant Services, LLC
By: Shane McCullough
Name: Shane McCullough
Title: Authorized Signer
Date: 10/6/2020

TransArmor Service Schedule

1. TransArmor Services.

- 1.1. **Huntington Merchant Services L.L.C. (HMS)** will provide the Client with an encryption key or other encryption capability that will encrypt (make unreadable) Card data when submitting an authorization request from the Client's point of sale terminals to HMS's systems. During the period when the transaction is being transmitted to HMS for authorization processing, Card number and full magnetic stripe data (track data and expiration date), will be encrypted. HMS will then generate a Token or retrieve a Multi-Pay Token assigned to the Card number and return the Token or Multi-Pay Token to the Client in the authorization response. These encryption and tokenization services are the **TransArmor Services**. A **Token** is an alpha-numeric value that: (1) is randomly generated when a Card number is initially submitted by the Client for authorization processing; (2) becomes associated with the Card within HMS's systems; and (3) may not be retrieved by HMS within its systems in connection with processing future transactions involving the same Card number when submitted by the Client for authorization processing. A **Multi-Pay Token** is a specific alpha-numeric value that is: (a) randomly generated when a Card number is requested to be registered by the Client as the Client's specific Token upon receipt of Cardholder approval to register the Card number; (b) becomes associated with the Client and the Card within HMS's systems; (c) can be stored by the Client in the Client's systems in lieu of the Card number; (d) can be used to initiate a transaction submitted by the Client that registered the Token for authorization processing for Cardholder initiated or recurring payments; (e) may be retrieved by the Client within its systems in connection with processing future Transactions involving the same Card number or Registered Token when submitted by the Client for authorization processing; and (f) is returned to the Client from HMS's systems as part of the Register PAN response and/or authorization response. As an option to assist Client with PCI Scope Reduction, Client may elect to subscribe to HMS's PCI Council validated Point to Point Encryption listed solution (**TransArmor P2PE**) that provides encryption of Card data.
- 1.2. The TransArmor Service applies only to Card transactions sent from the Client to HMS for authorization and interchange settlement pursuant to the Agreement, and specifically excludes electronic check transactions, STAR contactless transactions read in contactless mode, and other Card types that are not capable of being Tokenized. HMS and the Client may agree to include additional transaction types in the TransArmor Service when made available by HMS. If the Client enters Card data into a point of sale device that does not support the TransArmor Service, this Card data will not be encrypted during the period when the transaction is being transmitted to HMS for authorization processing and the Client assumes all risk associated with its transmission if Card data is stolen during transmittal to HMS's systems.
- 1.3. ***The TransArmor Services described in this Schedule are provided by HMS and not the Bank. The Bank has no performance obligations or liabilities to the Client in connection with the TransArmor Services.***

2. PCI DSS Limitations.

- 2.1. Use of the TransArmor Service will not, on its own, cause the Client to be compliant with, or eliminate the Client's obligation to comply with PCI DSS or any other Network Rules. The Client must demonstrate and maintain a current PCI DSS compliance certification. The Client's compliance must be validated either by a Qualified Security Assessor (QSA) with corresponding Report on Compliance (ROC) or by successful completion of the applicable PCI DSS Self-Assessment Questionnaire (SAQ) or Report on Compliance (ROC); and, if applicable to Client's business, passing quarterly network scans performed by an Approved Scan Vendor. Client must successfully meet the above requirements to obtain PCI DSS compliance validation.

- 2.2. Use of the TransArmor Service is not a guarantee against an unauthorized breach of Client's point of sale systems or any facility where the Client processes or stores transaction data (together, **Client Systems**).
- 3. Intellectual Property.** HMS reserves all right, title, interest, or license (express or implied) to the TransArmor Services, Token, Multi-Pay Token, or associated intellectual property that it provides to the Client in connection with the TransArmor Services. Except as allowed under this Agreement, Client will not otherwise use, reverse engineer, decompile, distribute, lease, sublicense, sell, modify, copy or create derivative works from the TransArmor Services, Token, Multi-Pay Token, TransArmor P2PE solution or associated intellectual property.
- 4. TransArmor Limited Warranty.** Subject to the terms of this Schedule, HMS warrants that the Token or Multi-Pay Token, as applicable, returned to the Client as a result of using the TransArmor Service cannot be used to initiate a financial sale transaction by an unauthorized entity or person outside the Client Systems. This warranty is the "**TransArmor Limited Warranty**." To be eligible for the TransArmor Limited Warranty, the Client must maintain a processing relationship with HMS and be in compliance with all the terms of the Agreement, this Schedule, and any other agreements relating to Cards that are eligible for the TransArmor Service that impact the security of Tokens or Multi-Pay Tokens. Subject to the Agreement's terms, including its limitations of liability, HMS will indemnify the Client for direct damages, including third party claims, resulting from HMS's breach of the TransArmor Limited Warranty; which is (1) the Client's express and sole remedy for HMS's breach of the TransArmor Limited Warranty, and (2) HMS's entire liability for its breach of the TransArmor Limited Warranty. The TransArmor Limited Warranty is void if (1) the Client uses the TransArmor Service in a manner not contemplated by, or in violation of, the Agreement, this Schedule, or any other agreement relating to Cards that are eligible for the TransArmor Service; or (2) the Client is grossly negligent or engages in intentional misconduct.
- 5. Fees.** The Client will pay HMS the fees described on Attachment C, Cost Proposal Form (**TransArmor Fees**) for the TransArmor Services. The TransArmor Fees are in addition to the other fees charged to process the Client's transactions under the Agreement.
- 6. TransArmor Rules and Procedures.**
- 6.1. The Client must ensure that all third parties and software used by the Client in connection with the Client's payment card processing are compliant with PCI DSS.
- 6.2. The Client must deploy the TransArmor Service (including implementing any upgrades to such service within a commercially reasonable period of time after receipt of such upgrades) throughout the Client's Systems including replacing existing Card numbers on the Client's Systems with Tokens or Multi-Pay Tokens, as applicable. Full Card numbers must never be retained, whether in electronic form or hard copy.
- 6.3. The Client must use the Token or Multi-Pay Token, as applicable, in lieu of the Card number for **all** activities subsequent to receipt of the authorization response associated with the transaction, including settlement processing, retrieval processing, chargeback and adjustment processing, and transaction reviews.
- 6.4. Any point of sale device, gateway, or value-added reseller used by the Client in connection with the TransArmor Service must be certified by HMS for use with the TransArmor Service.
- 6.5. If the Client sends batch files containing completed Card transaction information to/from HMS, the Client must utilize the service provided by HMS to enable such files to contain only Tokens or Multi-Pay Tokens, as applicable, or truncated information.

- 6.6. The Client must utilize truncated report viewing and data extract creation within reporting tools provided by HMS.
- 6.7. The Client will only use the TransArmor Service for the Client's internal business purposes in a manner consistent with the Agreement and this Schedule.
- 6.8. The Client will use only unaltered version(s) of the TransArmor Service and will not use, operate, or combine the TransArmor Service or any related software, materials or documentation, or any derivative works thereof, with other products, materials, or services in a manner inconsistent with the uses contemplated in this Schedule.
- 6.9. The Client must obtain a Cardholder's written or electronic consent to store a Multi-Pay Token to represent the Cardholder's Card number for future purchases.
- 6.10. The Client must store the Multi-Pay Token in the Client Systems in lieu of the Card number for all Cardholder profile records.
- 6.11. The Client must require Cardholders to log into their Cardholder profile in order to initiate a Transaction with the Registered Token. This login must require two factors authentication, such as a User ID and password.
- 6.12. If the Client ends its processing relationship with HMS, the Client must permanently delete all Tokens or Multi-Pay Tokens, as applicable, from all Client Systems within 90 days after termination or expiration of the processing relationship.
- 6.13. Client use of the TransArmor P2PE Solution must comply with (a) HMS's requirements outlined in the P2PE Implementation Manual (**PIM**) and (b) PCI Council requirements in Client's use of the TransArmor P2PE service for Client Systems to be P2PE validated, including but not limited to Client's use of HMS's approved validated key injection facilities. Additionally, Client is also responsible to keep track of all Client Systems for the following states: (1) in secure storage awaiting deployment, (2) deployed/in service, (3) disabled/out for repair, (4) decommissioned and returned for secure destruction and (5) in transit; and to regularly manage Client Systems inventory at the minimum of once per year to maintain P2PE validation.

**PARTICIPATION AGREEMENT
FOR PAYMENT SOLUTIONS UNDER
STO200000010 (the “Agreement”)**

This Participation Agreement for Payment Solutions (“PA”) is entered into between _____ (“Participant”), and Huntington Merchant Services, LLC (“HMS” or “Provider”) and Huntington National Bank (“Bank”) (Provider and Bank are referred to collectively as “Servicer”).

WHEREAS, on June 16, 2020, the West Virginia State Treasurer’s Office awarded to Provider a statewide term contract, also known as STO200000010 (the “Agreement”), to provide a variety of merchant credit and debit card processing services to eligible state agencies, spending units and political subdivisions; county, municipal, other local government bodies and school districts; and

WHEREAS, Participant is an eligible state agency, spending unit or political subdivision; county, municipal, other local government body, or school districts; or an entity of the West Virginia state government entitled to enter into a PA for the Agreement referenced herein; and

WHEREAS, Participant desires to subscribe to the services (“Subscribed Services”) available under the Agreement as identified in this PA;

NOW THEREFORE, the parties to this PA hereby agree as follows:

1. Any extension of the Agreement to the aforementioned eligible Participant(s) must be on the same prices, terms, and conditions as those offered and agreed to in the Agreement, provided that such extension is in compliance with all the applicable laws, rules, and ordinances of the other governmental entity mentioned herein.

2. Servicer hereby agrees to provide the Subscribed Services to the Participant available under and pursuant to the terms and conditions of the Agreement, which are incorporated herein by reference.

3. Participant acknowledges receiving and reading the Agreement. Participant agrees to follow the procedures in and comply with the terms and conditions of the Agreement in connection with receipt of the Subscribed Services as the Company under the Agreement.

4. This PA terminates as of _____ or upon termination or expiration of the Agreement.

5. Any notice required or permitted to be given under this PA by one party to another party shall be in writing and shall be given and deemed to have been given upon hand-delivery, or three days after being mailed by certified or registered mail with postage prepaid to the other party or its successor at the address as specified as follows:

Participant:

Name: _____
Title: _____
Address: _____
Telephone: _____

Servicer:

Name: Huntington Merchant Services, LLC
Title: Attn: General Counsel's Office
Address: 3975 NW 120th Ave.
Coral Springs, FL 33065
Telephone: _____

Any party may change the address to which notices are to be delivered by giving to the other party(ies) not less than ten (10) business days prior written notice thereof.

6. This PA may be terminated by either Participant or Provider in accordance with the Agreement by giving 30 days' advance written notice.

7. This PA may not be amended except by an instrument in writing signed by an authorized representative of Provider and the Participant.

8. The words or phrases not otherwise defined herein will have the same meanings ascribed to them in the Agreement.

9. This PA is between Servicer and Participant and the respective successors and assigns of each of them.

10. Upon execution by Service and Participant, a copy of which shall be provided to the West Virginia State Treasurer's Office through proper communication channels.

Signature page follows:

The parties hereto have caused this Participation Agreement to be executed by their duly authorized officers. **THIS AGREEMENT IS NOT BINDING UPON SERVICER UNTIL SIGNED BY ALL PARTIES.**

HUNTINGTON MERCHANT SERVICES, LLC

By: 
(authorized signature)

Shane McCullough
(printed name of person signing above)

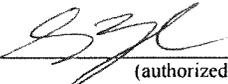
Its: Authorized Signer
(title of person signing above)

Date: 10/6/2020

HUNTINGTON NATIONAL BANK

Under limited powers of attorney granted to, First Data Merchant Services, LLC

PARTICIPANT:

By: 
(authorized signature)

Shane McCullough
(printed name of person signing above)

Its: Authorized Signer
(title of person signing above)

Date: 10/6/2020

By: _____
(authorized signature)

(printed name of person signing above)

Its: _____
(title of person signing above)

Date: _____

Schedule A - Menu of Services Available

Services made available to eligible participants under the Contract include:

Service	Provided or Optional	Contract Schedule	Notation of Service Subscribed to by Participant
Card Processing for Visa/MasterCard	Provided	Attachment C	
Card Processing for Discover	Provided	Attachment C	
Pass-through Processing for American Express	Provided (requires Amex SE from Amex)	Attachment C	
Client Facing WV SOW General with Task Order form for Specific Project Plan Dev	Optional	Attachment C	
STO Payeezy Schedule to PSA	Optional	Attachment C	
Clover Services and Equipment Schedule to PSA	Optional	Attachment C	
Exhibit D – Data File Manager (DFM) Addendum	Optional	Attachment C	
Gift Card Custom Form (with STO Huntington Amendment to Gift Card Custom Form)	Optional	Attachment C	
TransArmor Service with P2PE Schedule	Optional	Attachment C	

All services denoted as being “provided” are made available to a participant upon the execution of the Participation Agreement effective as of the date of the execution of such Agreement.

* Any service(s) offered on an “optional” basis may be subscribed to by denoting the selected service(s) above and attaching this Schedule A.

**Check Box to extent applicable:

Participant requires Servicer to provide Participant’s third party service provider, [_____], access to Participant’s account information available in Data File Manager to assist with Participant’s automation of reports and handling reconciliation processes for the merchant’s transactions.

Custom Design Cards & Carriers - Gift Card Set Up Form

Will cards from this location need to work at any other location?

No Yes (Indicate the other locations by including Additional Location Form(s) with this order submission.)

Channel Comp
(No Retail to be billed to Merchant - Requires Finance Approval)

CLIENT INFORMATION

Merchant Processing #:

Gift Card Entitlement #:

Card Length: 16-digit (Standard Card Format) 19-digit (If this is a new merchant complete and attach the Promo Bin Change Request form)

Legal Name:

DBA Name:

Shipping Address:

City:

State:

Zip Code:

Contact Name:

Phone Number:

E-mail Address:

Delivery Method: Ground 2nd Day Next Day Air (Billed to Merchant)

ORDER AND PRICING INFORMATION

DESCRIPTION	SEQUENCE CODE	QTY	PER ITEM COST	TOTAL	DESCRIPTION	SEQUENCE CODE	PRICE
Custom Cards - Design 1	G05	5000	0.35	1,750.00	Gift Card Monthly Fee (If Applicable)	32M	
Custom Cards - Design 2				0.00	Transaction - Activation	G66	0.15
Custom Design Carriers	G22			0.00	Transaction - Redemption	G67	0.15
Standard Design Carriers	G31			0.00	Transaction - Reload	G68	0.15
Envelopes (100/package)	G74			0.00	Transaction - Void/Reversal	G69	0.15
Graphic Design Assistance per hour (optional)	G40			0.00	Transaction - Balance Inquiry	G70	0.20
					Transaction - Other	G71	0.15
					VRU - per call (optional)	G32	0.25
					Location Set-Up Fee (per location)	G34	

Total Set-Up Cost 1,751.20

MARKETING SUPPLIES

DESCRIPTION	SEQUENCE CODE	PART CODE	QTY	PER ITEM COST	TOTAL	DESCRIPTION	SEQUENCE CODE	PART CODE	QTY	PER ITEM COST	TOTAL
Insert Poster Custom	G61				0.00	Counter Top Display	G42	MNF2			0.00
Door Decal	G36	MNRH			0.00	Welcome Kit	G77				0.00

Total Set-Up Cost 0.00

CLIENT APPROVAL

ACKNOWLEDGEMENT/AUTHORIZATION: All fees for the Services shall be paid by an ACH transfer of funds from a bank account designated by Client. Client hereby authorizes Company to initiate debit and/or credit entries and adjustments from or to Client's designated account for such purpose. This authorization shall remain in full force and effect until Company has consented to its termination, at such time and in such a manner as to afford Company a reasonable opportunity to act on it. Client acknowledges that it has received and read a copy of the Gift Card Processing Agreement, the Program Guide or other applicable document containing the general terms and conditions governing the provision of Services. In the event of any conflict between such general terms and conditions, and this Gift Card Set-Up form, the terms set forth in this Gift Card Set-Up Form shall govern.

Client's Business Principal Signature:

X _____ Date: _____

Print Name: _____ Title: _____

SALES REPRESENTATIVE INFORMATION

Sales Channel Name:	Sales Rep Name:	Sales Rep ID:
Sales Rep Phone #:	Sales Rep E-mail:	
Secondary Contact (OA) Name:	Secondary Contact (OA) E-mail:	

Merchant Processing #:	Gift Card Entitlement #:	Client DBA Name:
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CARD ORDER PROMO REQUIREMENT

Card Design 1 <input type="checkbox"/> Default Promo (Non-Denominated, Reloadable, No Expiration) <input type="checkbox"/> Use Existing Promo <input type="text"/> <input type="checkbox"/> Create New Promo <input type="checkbox"/> Additional Reloadable Promo (reloadable, non-denominated) Promo Name <input type="text"/> <input type="checkbox"/> Merchandise Return Promo (non-reloadable, non-denominated) Promo Name <input type="text"/> <input type="checkbox"/> Marketing Incentive Promo (non-reloadable, denominated) Promo Name <input type="text"/> Default Amount <input type="text"/> (Value determined by merchants store promotion) (Choose One) Fixed Expiration Date <input type="text"/> Relative Expiration Date <input type="text"/> Months	Card Design 2 <input type="checkbox"/> Default Promo (Non-Denominated, Reloadable, No Expiration) <input type="checkbox"/> Use Existing Promo <input type="text"/> <input type="checkbox"/> Create New Promo <input type="checkbox"/> Additional Reloadable Promo (reloadable, non-denominated) Promo Name <input type="text"/> <input type="checkbox"/> Merchandise Return Promo (non-reloadable, non-denominated) Promo Name <input type="text"/> <input type="checkbox"/> Marketing Incentive Promo (non-reloadable, denominated) Promo Name <input type="text"/> Default Amount <input type="text"/> (Value determined by merchants store promotion) (Choose One) Fixed Expiration Date <input type="text"/> Relative Expiration Date <input type="text"/> Months
--	--

Custom Card & Carrier Design Information

- Artwork to be provided is in electronic format and compliant with specifications set in Custom Card Artwork Requirements. Send artwork to GiftCardArt@firstdata.com
- Concepts or artwork elements to be provided. Client requests Design Assistance. Fee included on page 1 Pricing Schedule. Send concepts to GiftCardArt@firstdata.com
- Custom Treatment of Standard Card Design - Design Code: _____ Client requests Design Assistance. Fee included on page 1 Pricing Schedule. Send concepts to GiftCardArt@firstdata.com
- Reorder only - Use most recent design on file with no changes (A proof will be sent to client for confirmation)

PROOF EXCHANGE

PROOFS: E-mail proof. E-mail address for proof approval: _____

No E-mail available. Proof will be sent Next Day Air to client address. Cost will be passed through to Client.

BACK OF CARD LANGUAGE SELECTION

STANDARD BACK OF CARD LANGUAGE:

Back of card text is in black only.

Thank you very much for your business. We look forward to seeing you again.

Thank you very much for your business. We look forward to seeing you again. Gracias por su visita. Esperamos verlos muy pronto.

Blank (except for card number)

CUSTOM BACK OF CARD LANGUAGE:

Back of card artwork is in grey scale only.

Pleas Note: It is advised that you seek legal advice for custom back of card language.

YES Custom back of card language is to be forwarded to GiftCardArt@firstdata.com

GIFT CARD CARRIERS

CARRIER STLE: FC-CUS (Top Folding Custom Design) JC (J-Hook Hanging/Folding Custom Design)

CARRIER DESIGN: Custom Design Carrier - Provide custom artwork to GiftCardArt@firstdata.com

Standard Design Carrier/Sleeve Pocket Code:

Custom Carrier to match Standard Card Design Code:

Comments:

Design Information Above Approved: _____
 Client Initials

GIFT CARD FEE SEQUENCE CODES

G03	Gift Card - Custom Cards 1,000 - 2,499
G04	Gift Card - Custom Cards 2,500 - 4,999
G05	Gift Card - Custom Cards 5,000 - 7,499
G06	Gift Card - Custom Cards 7,500 - 9,999
G07	Gift Card - Custom Cards 10,000 - 24,999
G08	Gift Card - Custom Cards 25,000 - 49,000
G09	Gift Card - Custom Cards 50,000 - 99,999
G10	Gift Card - Custom Cards 100,000 - 199,999
G22	Custom Design Carriers 1,000 - 2,499
G23	Custom Design Carriers 2,500 - 4,999
G24	Custom Design Carriers 5,000 - 7,499
G25	Custom Design Carriers 7,500 - 9,999
G26	Custom Design Carriers 10,000 - 24,999
G27	Custom Design Carriers 25,000 - 49,999
G28	Custom Design Carriers 50,000 - 99,999
G29	Custom Design Carriers 100,000 - 199,999
G30	Insert Poster - Standard to fit 8.5 x 11 or Table Tent, depending on Part code selected
G31	Standard Design Carrier - must be ordered in increments of 50
G32	VRU Usage - Fee charged each time a Gift Cardholder calls the customer support 800 number printed on the back of the card (optional) to get balance information.
G33	Color and Image Set Up Fee - Per custom card order design - One hour of service utilized for artwork, template, proof preparation and press plate creation. Includes up to three proofs total (two revisions). Required for the production of Custom Gift Cards.
G34	Set Up Fee - Per location and based on number of locations participating in the program.
G35	Display Rack w /Box
G36	Door Decal
G40	Graphic Design - Hourly fee for graphic design services utilized for custom card and/or custom carrier orders on an as needed basis, specifically if requested or either no artwork or non-compliant artwork is submitted. Can cover all aspects of the project from concept consultation, design, concept proofs, multiple versions and revisions. Fee is not assessed unless services are rendered. Merchant is advised if fees will exceed two hours. Billed in whole hour increments.
G42	Display Rack w/J Hook Single
G48	Display Rack w/o Box- Either 8.5 x 11 clear or Table Tent silk screened depending on Part code selected.
G51	Block Activation - Fee to pre-program Gift Cards to have a dollar amount automatically associated with them.
G61	Custom Insert Poster - Posters based on merchant's card design sized to fit Display Rack w or w/o box.
G63	Order Cancellation Fee - Fee assessed by card manufacturer when a request to cancel an order is received after the cards/carriers are in production.
G65	Database Information Transfer Fee - Fee assessed when a merchant cancels his/her Gift Card program and requests to have the historical data related to his/her Gift Card account delivered to him/her.
G66	Gift Card Transaction - Activation
G67	Gift Card Transaction - Redemption
G68	Gift Card Transaction - Reload
G69	Gift Card Transaction - Void/Reversal
G70	Gift Card Transaction - Balance Inquiry
G71	Gift Card Transaction - Other Transaction - time out reversal, etc.
G74	Envelopes - Fits closed carrier format. Bundled in packages of 100.
G77	Welcome Kit - Gift Card marketing guide and materials

West Virginia State Treasurer's Office

(payment gateway services integration)

Project Objective

This Statement of Work ("SOW") dated July 28, 2020 ("SOW Effective Date") is being issued between the West Virginia State Treasurer's Office ("Client") and **Huntington Merchant Services, LLC ("HMS")**.

Client will integrate existing payments applications with the standard HMS payment solutions including the CardConnect payment gateway REST API and P2PE BOLT solution to enable secure payment acceptance at several agencies. In addition, Client will use the CardPointe retail terminal (e.g., Ingenico ICT-250 or other devices proposed by HMS in the RFP response) at several locations to process payments. Client will assign development resources to complete the payment processing integration with the CardConnect payment gateway.

This project will be scheduled to begin in August 2020 with a projected completion date of October 2020. Any specific processes, procedures and project details required will be outlined in a task order issued pursuant to this SOW that it is mutually agreed to and executed by the parties ("Task Order").

About Client

Client Name	West Virginia State Treasurer's Office
Client Industry	Government
Fiserv Project Sponsor	Alex Chapman – Dir. Enterprise Accounts
Client Locations / Time zones	Eastern Time Zone
Client Project POC	<u>Terry Triplett - Director of e-Commerce</u> <u>304.341.0734 (Direct)</u> <u>Terry.Triplett@wvsto.com</u> <u>Ashley Miller - Technical project lead</u> <u>312.257.8996 (Direct) amiller@wcapra.com</u>
Project Timeline	Start – August 2020, Completion – October 2020

Project Terms

Within 5 business days after project kick-off, HMS will provide Client full access to the contracted Hosted Service (test and production environments). HMS will also provide Client with integration support from project kick-off through the duration of the project within 5 business days after project kick-off. A detailed project plan will be created by the PM once all aspects of the project are defined in the task order

HMS will extend the project completion timeline as reasonably necessary due to:

- Client requested changes to the originally agreed project scope or project timeline.
- Additional project integration time required by Client third-party project consultants.
- Required Client training/guidance on standard payment processing flow/functionality.
- Change requests with required software development to extend the contracted Hosted Service functionality.
- Unavailability of Client assigned project staff.
- Project tasks not completed per the HMS proposed project plan outline.

HMS will extend the project completion timeline at no charge to Client due to:

- Delays outside of HMS's control (e.g., merchant account application delays, out-of-stock hardware, hardware delivery delays, Client system preparation/patching/errors, Acts of God; temporary lack of people or material resources due to unexpected disasters)
- HMS requiring additional project integration time provided the project scope has not changed.
- Unavailability of HMS assigned project staff to complete project critical path tasks as outlined in the project timeline.
- Project tasks not completed by HMS per the mutually agreed HMS project plan scheduled dates.

Client is accountable to provide HMS with clearly defined project requirements and deliverables. Any project scope modifications beyond the executed SOW or AMA STO 20*10 will require a Change Request form to be completed.

Client Responsibilities

Project Resources and Technical Skills

- Minimum staff required: System Administrator, Functional user, Network Engineer (firewall changes will be required), Web/POS application Developer (required for application integration with the Hosted Service REST API and Hosted Iframe Tokenizer). Technical resources for P2PE device deployments and configuration at each Client site.
- Assign a primary point of contact to keep track of internal resource time, assignments, and overall internal client implementation and change management.
- Proactively communicate internal project risks or delays to project stakeholders. Communicate promptly to the assigned HMS Project Manager any event that will extend the project timeline or change the project requirements.

Project Financials Terms

- Any changes in project scope or assumptions or project delays may have an impact on the project cost and timelines. All change requests to this SOW or a Task Order need to be outlined in a Change Request form issued pursuant to the SOW and mutually agreed to and executed by Client and HMS.

HMS Project Support

- All work will be done by HMS during business hours 9:00AM-5:00PM ET – an eight-hour workday. Scheduling production rollout outside window (Monday through Wednesday 9:00AM-5:00PM ET) requires prior coordination.
- All communication and documentation will be provided in English.

Project Requirements and Deliverables

- If needed, Client will give HMS direct access to Client’s environment. Client will be accountable to make all necessary changes to integrate the Hosted Service within their environment. HMS will provide technical support remotely.

Signatures

IN WITNESS, WHEREOF the Parties have executed this SOW as of the SOW Effective Date.

West Virginia State Treasurer’s Office

Signature: _____

Printed Name: _____

Date: _____

Huntington Merchant Services, LLC

Signature:  _____

Printed Name: Shane McCullough

Date: 10/6/2020

Sample Task Order To Statement of Work Dated [_____]

West Virginia – Project Specific

This Task Order (**Task Order**) issued pursuant to the Statement of Work dated _____ (**SOW**) is entered into by and between Huntington Merchant Services, LLC (**HMS**) and [_____] (**Client**).

The terms and conditions in this Task Order will outline a project plan for the integration of (1) Client’s Electronic Government payment processing (E-Gov) application with the HMS CardConnect payment gateway REST API, and Hosted Iframe tokenizer; and (2) list therequired Bolt P2PE devices, Clover devices, non-P2PE devices, and the CardPointe Virtual Terminal (VT) with a point of interaction device to securely accept credit card data to integrate with Client’s existing POS systems and other third-party setups.

Client will coordinate device functionality requirements, quantities, and device delivery with the assigned HMS project manager.

HMS will provide Client with 1) a hosted payment processing platform to facilitate credit card payment processing. The hosted platform includes the following solutions: the CardConnect payment gateway (the “**Gateway**”), credit card data tokenization service, Point-to-Point-Encryption (**P2PE**), non-P2PE terminal devices, CardPointe reporting and virtual terminal (collectively, the “**Hosted Service**”), and (2) system integration and implementation support

Background

This section provides information about the present Client environment.

Signatures

IN WITNESS, WHEREOF the Parties have executed this Task Order as of the Effective Date below.

West Virginia State Treasurer’s Office

Huntington Merchant Services, LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Effective Date: _____

Data File Manager Service Schedule

This Data File Manager Service Schedule (**Schedule**) is between **Huntington Merchant Services L.L.C.** (**Provider**) and _____ (**Client**).

1 Background

- 1.1 This Schedule adds the Data File Manager service to the Payment Solutions Agreement (**PSA**) between Provider and Client. The terms of the PSA and this Schedule apply to the Data File Manager service, but if anything in this Schedule conflicts with the PSA, this Schedule will control. The Data File Manager service is a **Service** under the PSA and is provided by Provider and not by Bank. Bank is not a party to this Schedule and is not liable to Client in connection with the Service or this Schedule.
- 1.2 Capitalized words or phrases not defined in this Schedule use the definitions given to them in the PSA.

2 Service Description and Fee

- 2.1 Provider will provide Client with access to the Service, which can help Client manage accounts in its portfolio. Client understands and agrees that: (1) the Service, and the features and functionality of individual modules in the Service, are subject to change without notice; (2) any information obtained from the Service may not accurately detect, predict, or forecast profitability, losses, or fraud; and (3) Client is solely responsible for ensuring that its use of the Service complies with all applicable laws and Card Organization Rules, including data protection and privacy laws.
- 2.2 Client will pay the fees in accordance with Attachment C, Cost Proposal Form.

3 Term and Termination

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.

[Signature Page to Follow.]

Authorized Signers:

[Client]

By: _____
Name: _____
Title: _____
Date: _____

Huntington Merchant Services L.L.C.

By:  _____
Name: Shane McCullough
Title: Authorized Signer
Date: 10/6/2020