



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: 2021-12-07

| | |
|---|---|
| Order Number: AMA 1300 1300 STO2000000010 7 | Procurement Folder: 658117 |
| Document Name: Merchant Processing Services | Reason for Modification: Change Order No 6 is issued to incorporate the attached Third Amendment. |
| 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 ATTN AJ MORGAN 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> <th style="width: 5%;"></th> <th style="width: 15%;">Discount Allowed</th> <th style="width: 40%;">Discount Percentage</th> <th style="width: 40%;">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 |
|----------------------------|----------|

DEPARTMENT AUTHORIZED SIGNATURE
SIGNED BY : Shelly Murray
DATE: 2021-12-07
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order

Change Order No. 6 is Change Order No 6 is issued to incorporate the attached Third Amendment. This amendment updates the fee schedule, specifically the category of equipment rental and purchase schedule, and provides for convenience fee schedule.

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:

Each invoice is to be supported by itemized fees that match the current fee schedule sheet.

| 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:

Invoices must be itemized/supported that matches the current fee schedule.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|------------|
| 7 | 84121500 | | | | \$0.00 |
| | Service From | Service To | | | |
| | 2021-08-25 | 2023-06-15 | | | |

Commodity Line Description: Project Management & Training add via CO 5

Extended Description:

Change Order 5

Project Management & Training - 16 hours

Invoices must be itemized/supported that matches the current fee schedule.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|------------|
| 8 | 84121500 | | | | \$0.00 |
| | Service From | Service To | | | |
| | 2021-08-25 | 2023-06-15 | | | |

Commodity Line Description: Gateway Config and Environment Creation add via CO 5

Extended Description:

Change Order 5

Gateway Config and Environment Creation - 12 Hours

Invoices must be itemized/supported that matches the current fee schedule.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|------------|
| 9 | 84121500 | | | | \$0.00 |
| | Service From | Service To | | | |
| | 2021-08-25 | 2023-06-15 | | | |

Commodity Line Description: SnapPay API Implementation add via CO 5

Extended Description:

Change Order 5

SnapPay API Implementation - 32 Hours

Invoices must be itemized/supported that matches the current fee schedule.

| Line | Commodity Code | Manufacturer | Model No | Unit | Unit Price |
|------|---------------------|-------------------|----------|------|------------|
| 10 | 84121500 | | | | \$0.00 |
| | Service From | Service To | | | |
| | 2021-08-25 | 2023-06-15 | | | |

Commodity Line Description: Device Integration add via CO 5

Extended Description:

Change Order 5

Devise Integration - 24 hours

Invoices must be itemized/supported that matches the current fee schedule.

THIRD AMENDMENT

to

AGREEMENT

between

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

and

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

This **THIRD AMENDMENT** ("Third Amendment") is made effective as of the date of signature of said agreement, and amends the Agreement dated June 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 MERCHANT SERVICES").

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

WHEREAS, the parties seek to amend the Agreement to include necessary documentation for certain functionality under the Agreement and to update previous contract provision to reflect this functionality; 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:

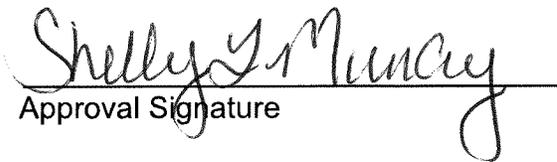
The parties covenant and agree as follows:

- 1. Additional functionality documentation:** This Third Amendment adds the following necessary documentation for certain functionality under the Agreement:

- WV STO Equipment Rental and Purchase Schedule to PSA
 - WV STO Convenience Fee Schedule
 - Participation Agreement State of West Virginia
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. **Contract update:** Any amendments thereto to the State of West Virginia WV-96 (Revised 1.1.19) are hereby removed.
 4. **Execution in Duplicate:** The Third 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:


Approval Signature

Authorized Signer 11/4/2021
Title Date

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

Equipment Rental and Purchase Schedule

This Equipment Rental and Purchase Schedule (**Schedule**) to the Payment Solutions Agreement (**Agreement**) is by and between Huntington Merchant Services LLC (**Provider**) and the West Virginia State Treasurer's Office (**Client**). Bank is not a party to this Schedule and is not liable to Client in connection with this Schedule. If anything in this Schedule conflicts with the Agreement, this Schedule will control. For purposes of this Schedule, the words "we", "our" and "us" refers to Provider and its successors and assigns and the words "you" and "your" refer to Client and its permitted successors and assigns. Capitalized words or phrases not defined in this Schedule use the definitions given to them in the Agreement.

The parties agree as follows:

1 Description of Services

This Schedule governs the sale or rental of certain terminals, printers, and other equipment identified in this Schedule (the **Equipment**). The Equipment is provided to Client in connection with the services provided to the Client pursuant to the Agreement among the Client, Provider, and Bank governing the authorization, processing and settlement of Visa, Mastercard and Discover transactions and certain services with respect to other cards specified therein. **The Equipment is not being sold or rented to Client for home or personal use.** In this Schedule, Equipment refers to any electronic terminal, electronic printer or other electronic peripheral equipment identified in this Schedule.

You acknowledge that the Equipment and/or software you rent from us may not be compatible with another processor's systems. We do not have any obligation to make such software and/or Equipment compatible with any other processing systems. In the event that you elect to use another processing service provider upon the termination of this Schedule you acknowledge that you may not be able to use the Equipment and/or software rented or purchased under this Schedule.

2 Purchased Equipment; Supplies

We will sell to you, and you will buy from us the Equipment identified in this Schedule as being purchased by you (the **Purchased Equipment**), free and clear of all liens and encumbrances (subject to Section 8), except that any Software (as defined in Section 9) will not be sold to you outright but instead will be provided to you pursuant to, and subject to the conditions of Section 9 of this Schedule. You shall pay the purchase price specified for the Purchased Equipment and the related software license(s), including all applicable tax, prior to the effective date of the Schedule or at our option, such amounts will be collected by us by debits or deductions pursuant to Section 6. We will provide you supplies as requested by you from time to time. Any costs associated for such supplies are assessed in accordance with Attachment C. You are responsible for the purchase price for such supplies, plus shipping and handling charges prior to delivery of the supplies or upon invoice, in accordance with the Agreement. Maintenance and repair of Client owned equipment is your responsibility. Should your terminal become inoperable we can provide you with equipment at a monthly rental fee. There will also be a nominal shipping and handling fee. For such rental equipment contact the POS Help Desk.

3 Rental Equipment

We agree to rent to you and you agree to accept and rent from us the Equipment identified in this Schedule as being rented to you (the **Rental Equipment**), according to the terms and conditions of this Schedule. In addition, any Rental Equipment ordered by you during the term of this Schedule shall also be governed by the terms of this Equipment Schedule.

4 Effective Date and Term of Schedule

This Schedule shall become effective on the first date you receive any piece of Equipment covered. This Schedule will remain in effect until all of your obligations and all of our obligations under this Schedule have been satisfied. We will deliver the Equipment to the site designated by you. You shall be deemed to have accepted each piece of Equipment at the earlier of: (1) your actual acceptance after installation, (2) delivery to you if your site is not prepared and ready for installation, or (3) for Equipment that we have not agreed to install for you, 7 days after shipment of each such piece of Equipment. The rental period with respect to each piece of Rental Equipment shall commence on the date such Equipment is deemed accepted and shall terminate at the scheduled termination date (but not upon any early termination) of your Agreement and/or any other agreement then in effect with us for card services. The provisions of this Schedule shall survive the termination or expiration of the Agreement and continue until all Equipment rented from us is returned or paid for.

5 Site Preparation, Installation & Maintenance

You will prepare the installation site(s) for the Equipment, including but not limited to the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date.

- Upon request and after obtaining authorization, which shall not be unreasonably withheld from you and the Client, you must allow us (or our agents) reasonable access to the premises where authorization terminals or other communications equipment (e.g., printers) are or will be located.
- Any alterations required for installation of authorization terminal(s) or other communications equipment will be done at your expense.
- Only we or our agents can alter or modify authorization terminal(s) or other communications equipment owned by us.
- If a terminal or printer appears to be defective, you must immediately call the POS (device) Help Desk.
- You are responsible for safeguarding authorization terminals or other equipment from loss, damage, unauthorized use, misuse or theft. We should be notified immediately regarding any damage to or loss of communications equipment.
- If necessary, we will assist you in obtaining replacement equipment. If you fail to return any defective equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the equipment owner in connection with recovering equipment.
- You are responsible for keeping all communications equipment free of any claims, liens and legal processes initiated by creditors.
- Equipment may not be subleased at any time. The cost of comparable new equipment, as well as any associated legal and /or collection costs incurred by us or the owner of the equipment will be assessed to you for each piece of equipment not returned upon termination of the Schedule by either party, or upon request for the return of the Equipment for any reason.
- You may not relocate, remove, disconnect, modify or in any way alter any Equipment used in connection with the services we are providing to you without first obtaining our permission, except where normal use of the Equipment requires temporary removal or relocation.
- You must provide us with 30 days prior written notice to request the relocation of any Equipment, except where normal use of the Equipment requires temporary removal or relocation.

- Should you require additional Equipment, you must contact Provider (Any charges and fees will be assessed in accordance with Attachment C).

6 Payment of Amounts Due

- 6.1 The monthly rental charge specified in Exhibit A shall be invoiced in arrears on a monthly basis. The monthly rental charge for fractions of a calendar month shall be prorated based on a 30 day month. All charges and fees that can be assessed in relation to this structure can be found on Attachment C to the contract.

7 Use and Return of Equipment; Insurance

- 7.1 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer and in connection with the services provided under your Agreement. You shall not use the Equipment, or permit the Equipment to be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.
- 7.2 You shall not permit any physical alteration or modification of the Equipment without our prior written consent.
- 7.3 You shall not change the installation site of the Equipment without our prior written consent, which consent we will not unreasonably withhold, except where normal use of the Equipment requires temporary removal or relocation.
- 7.4 To the extent allowable under law, you shall not assign your rights or obligations under this Schedule, or pledge, lend, create a security interest in, directly or indirectly create, incur, assume or allow to exist any other consensually or judicially imposed liens or encumbrances on, or part with possession of, or sublease the Equipment to any other person, firm or organization without our prior written consent. Any such assignment, delegation, sublease, pledge, security interest or lien in the absence of such consent shall be void.
- 7.5 You shall comply with all governmental laws, rules and regulations relating to the use of the Equipment. You are also responsible for obtaining all legally required permits for the Equipment.
- 7.6 We or our representatives may, at any time, enter your premises for purposes of inspecting, examining or repairing the Equipment after requesting and obtaining authorization, which shall not be unreasonably withheld, from you and the Client
- 7.7 Promptly upon termination of all applicable rental periods or promptly following any action by us pursuant to Section 11(2), you shall deliver possession of the Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, reasonable wear and tear excepted.
- 7.8 For each item of Rental Equipment that you fail to return to us at your cost in the same operating order, repair, condition and appearance that it had at the time of delivery to you, reasonable wear and tear excepted, by the 10th business day after (1) termination of the applicable rental period or (2) any action by us pursuant to Section 11(2), you agree to pay us the fair market value of such item of Equipment if it were in the condition described above, as determined by us. We may invoice for collect such amounts and you agree to pay us the amounts owed.
- 7.9 Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate.

Upon approval by Client of content and design, which shall not be unreasonably withheld, you shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

- 7.10 To the extent allowable under law, you shall keep the Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft of or damage to the Equipment shall not relieve you from your obligation to pay the full purchase price or rent payable hereunder.
- 7.11 Except for Purchased Equipment that has been paid in full, the Equipment shall be kept at your address indicated in the Agreement and shall not be removed therefrom without our prior written consent (except where normal use of the Equipment requires temporary removal).
- 7.12 In order to return Equipment, you should call Customer Service for the address of the location to send the Equipment. The following information must be included within the shipping box: (1) Client name, complete address and phone number; (2) name of person to contact if there are any questions; (3) your Merchant Account Number; and (4) serial number of the terminal (found on the underside of the terminal). Please maintain proof of delivery documents for your records, and the serial number from the bottom of the terminal. Rental fees may be continued until equipment is returned.

8 Security Interest; Financing Statements

To the extent allowable under law, you hereby grant to us a security interest in (1) all Purchased Equipment and the related Software to secure payment of the purchase price, and (2) all Rental Equipment and the related Software to secure payment of the monthly payments therefor and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

9 Software License

Anything in this Schedule to the contrary notwithstanding, we retain all ownership and copyright interest in and to all software, computer programs, related documentation, technology, know-how and processes embodied in or provided in connection with the Equipment (collectively, **Software**), and you shall have only a nonexclusive license to use the Software in your operation of the Equipment. You shall not reverse engineer, disassemble or decompile the Software. You shall not give any third party access to the Software without our prior written consent. Your obligations under this Section 9 shall survive the termination of this Schedule.

10 Limitation on Liability

Our liability arising out of or in any way connected with the Equipment shall not exceed the purchase price or prior 12 month's rent, as applicable, paid to us for the particular Equipment involved. In no event shall we be liable for any indirect, incidental, special or consequential damages. The remedies available to you under this Schedule will be your sole and exclusive remedies.

11 Responsibility

You shall be responsible for any and all losses, liabilities, damages and expenses resulting from (1) the purchase, delivery, installation, acceptance, rejection, ownership, leasing, possession, use, operation, condition, liens against, or return of the Equipment, or (2) any breach by you of any of your obligations hereunder, except to the extent any losses, liabilities, damages or expenses result from our gross negligence or willful misconduct.

12 Default; Remedies

12.1 If you fail to pay us any amounts due hereunder when due, or if you default in any material respect in the performance or observance of any obligation or provision in this Schedule, or if any other default occurs under the Agreement, any such event shall be a default hereunder.

12.2 Upon the occurrence of any default, we may at our option, effective immediately without notice, either: (1) terminate the period of rental and our future obligations under this Schedule, repossess the Equipment and proceed in any lawful manner against you for collection of all charges that have accrued and are due and payable, in which case this Schedule shall terminate as soon as your obligations to us are satisfied, or (2) accelerate and declare immediately due and payable all monthly rental charges for the remainder of the applicable rental period and proceed in any lawful manner to obtain satisfaction of the same.

13 Assignment

To the extent allowable under law, subject to the following provisions, this Schedule shall be binding upon successors and assigns and shall inure to the benefit of the parties and their respective permitted successors and assigns. You may not assign or transfer this Schedule, by operation of law or otherwise, without our prior written consent. For purposes of this Schedule, any transfer of voting control of you or your parent shall be considered an assignment or transfer hereof. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff or any other officer of a court, or other person charged with taking custody of a party's assets or business, shall have any right to continue or to assume or to assign this Schedule.

14 Notices

All notices must be in writing, and shall be given (1) if sent by mail, when received, and (2) if sent by courier, when delivered: if to you at the address appearing in your Agreement, and if to us at 6855 Pacific Street, Omaha, Nebraska 68106 to the attention of Legal Department.

15 General

Provider and Client each represent and warrant they have authority to execute this Schedule, creating legally enforceable obligations between the parties. This Schedule may be executed in any number of counterparts, each of which is deemed an original and all of which constitute one and the same instrument. Facsimile, electronic or other copies of the executed Schedule are effective. This Schedule supplements the terms of the Agreement, which remains effective between the parties. This Schedule will control conflicts between it and the MSA with respect to this Schedule's subject matter.

Except as expressly modified by this Schedule, all provisions contained in the Agreement shall remain in full force and effect.

Authorized Signatures:

| | |
|--|---|
| <u>WV State Treasurer's Office</u> (Client) | Huntington Merchant Services LLC (Provider) |
| By: <u>Shelly L. Murray</u> | By: <u>Shane McCullough</u> |
| Printed: <u>Shelly L. Murray</u> | Printed: <u>Shane McCullough</u> |
| Title: <u>Dir. Purchasing</u> | Title: <u>Authorized Signer</u> |
| Date: <u>11/9/2021</u> | Date: <u>11/4/2021</u> |

Exhibit A

Equipment Schedule

Please refer to Attachment C, as may be updated from time to time, for Equipment Rental Pricing.

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 | \$0.05 | 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 (CardConnect / SnapPay) | 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 |
| Chargebacks | 500 | | \$5.00 | | \$2,500 |
| Retrievals | | | \$5.00 | | |
| 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 | | | | | |
| Managed Convenience Fee ^{1,2} | | | 2.35-2.75% | | |
| SnapPay Implementation ³ (First 10 hours included) | | | \$200hr | | |
| ERP Solution | | | \$4,000mo | | |
| Invoice History | | | \$9,000 Annual | | |
| Card Account Updater | | | \$0.50 per update | | |
| ERP Reconciliation Modules | | | \$500mo | | |
| SnapPay P2PE Device Fee ⁴ | | | \$75 Annually, Per Device | | |
| 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 | | | Purchase | | Lease (monthly) |
| Ingenico Devices** | | | | | |
| Ingenico IPP320 | | | \$325 | | |
| Ingenico iPP350 | | | \$360 | | \$15 |
| Ingenico ISC250 | | | \$520 | | |
| Ingenico Lane/3000 | | | \$380 | | |
| Ingenico Lane/5000 | | | \$415 | | |
| Ingenico VP3300 | | | \$90 | | \$10 |

| | | | | | |
|---|--|--|-------------------------------|--|-------|
| Ingenico iSMP4 | | | \$550 | | \$25 |
| Ingenico Stands | | | \$100 | | N/A |
| Ingenico Desk 3500 | | | \$210 | | \$15 |
| Ingenico Desk 5000 | | | \$325 | | \$15 |
| Ingenico iPP315 | | | \$195 | | \$10 |
| Ingenico Desk 3500 w/iPP315 | | | \$380 | | \$25 |
| Ingenico Desk 5000 w/iPP315 | | | \$500 | | \$25 |
| ID TECH Devices** | | | | | |
| IDTECH SREDKey | | | \$160 | | |
| IDTECH SREDKey2 | | | \$200 | | |
| ID Tech Augusta | | | \$170 | | \$10 |
| Clover Devices** | | | | | |
| Clover Go* | | | \$50 | | N/A |
| Clover Flex* | | | \$449 | | \$35 |
| Clover Mini* | | | \$649 | | \$67 |
| Clover Station w/Cash Drawer (no printer)* | | | \$1,299 | | \$85 |
| Clover Station w/Cash Drawer and Contactless Receipt Printer* | | | \$1,549 | | \$95 |
| Clover Station Pro* | | | \$1,799 | | \$120 |
| 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 | | \$72 |
| FD35 Pin Pad For FD130 | | | \$180 | | |
| RP10 Pin Pad For FD150 | | | \$110 | | \$33 |

***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.**

1. **Managed Convenience Fees: Fee rate of 2.35%-2.75% covers all expense to merchant other than the following**
 - a. **Devices**
 - b. **Chargebacks & Retrievals (only for the portion they collected and no extra fee charges)**
 - c. **Data Breach (terms covered in the Managed Convenience Fee Addendum)**
2. **Managed Convenience Fee services are not compatible with leased equipment.**
3. **SnapPay Implementation: Implementation rate covers use of API guide, configuration, designated support staff, and requirements defined by SOW with the State Treasury Office Development Team.**
4. **Device fees are not applicable when using Managed Convenience Fees.**

Convenience Fee Service Schedule

This Convenience Fee Service 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**). The terms of the Agreement and this Schedule apply to the Convenience Fee Service, but if anything in this Schedule conflicts with the Agreement, this Schedule will control. The Convenience Fee Service is a **Service** under the Agreement 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 of this Schedule.

1 Convenience Fee Service

- 1.1 Provider will provide Client with the Service as described in this Schedule.
- 1.2 **Service** means the creation and operation of a portal hosted by Provider and/or Interactive Voice Response (IVR) system and a gateway to allow Client to submit internet payments from Client customers with an appended convenience fee paid by Client customers using credit, PIN debit, signature debit, and pre-paid debit cards. The Convenience Fee services includes the creation of a portal along with a gateway that allows Client to connect to Provider's payments system in order to provide the merchant acquiring services in the Agreement for the payments submitted through the Portal or IVR.
- 1.3 The Portal will integrate with Client's website through an embedded iframe. Client will be able to provide reasonable input into the basic configuration of client logo, colors and field labels for the Portal.
- 1.4 The Portal will include the following capabilities:
 - 1.4.1 Provide the option to pay with a debit or credit card.
 - 1.4.2 Client payment page will have an embedded iframe from provider capturing PAN data.
 - 1.4.3 Client payment page will inform the customer of the requirement and amount of the convenience fee and obtain consent to levy the convenience fee or allow termination of the transaction. If the customer accepts, Processor will submit the transaction consisting of the amount due to Client and the convenience fee for authorization over the applicable debit or credit network.
 - 1.4.4 Client customers will be provided the opportunity to provide an email address to receive notification of completion of the transaction.
 - 1.4.5 For convenience fee transactions pursuant to this Schedule, Client will receive the principal amount owed to Client and Provider will receive the convenience fee through settlement. Client shall not be charged transaction authorization fees, gateway transaction fees, or related fees such as interchange or discount fees from the Card Brands, which shall be paid by Provider. Chargebacks and associated chargeback fees are charged to Client and netted daily. Service does not include dispute management and is Client's responsibility.
 - 1.4.6 Processor will daily batch the payments received and generate a payment file of amounts paid. Client can receive an online report showing transactions processed on a range date using Processor's Business Track (SM) reporting portal.
 - 1.4.7 Graphical depiction of the typical steps involved in transaction flow:

| Step | Step Description |
|--------------------------|--|
| Choose to pay | <p><u>STEP 1:</u></p> <ul style="list-style-type: none"> Client customer elects to make a payment against the amount due |
| Collect card details | <p><u>STEP 2:</u></p> <ul style="list-style-type: none"> Client customer enters payment card |
| Agree to convenience fee | <p><u>STEP 3:</u></p> <ul style="list-style-type: none"> Client customer agrees to convenience fee in addition to amount due |
| Payment processing | <p><u>STEP 4:</u></p> <ul style="list-style-type: none"> If Client customer agrees to convenience fee, processor facilitates the payment processing |
| Payment completion | <p><u>STEP 5:</u></p> <ul style="list-style-type: none"> Processor will notify Client customer of payment completion if email is provided. Processor updates Client on payment status |

2 Fees

- Fees will be assessed to client and/or client customers in accordance with Attachment C.
- Convenience Fee Range:
 - Client customers will pay a convenience fee in the amount of **2.35-2.75%** of the sum paid to Client per transaction.
- Determination of Convenience Fee:
 - The Convenience Fee rate is determined based upon volume and card mix data of the customer. Managed Convenience Fee rate of **2.35-2.75%** covers all expenses to merchant other than the following:
 - PCI non-compliance fee, if applicable,
 - Devices,
 - Chargebacks and Retrieval Fees; and
 - Data breach, to the extent allowable under law.

3 License, Restrictions, and Requirements

- 3.1 Subject to the terms and conditions of this Schedule (including additional rights and licenses granted in the Documentation or an exhibit to this Schedule), Provider grants to Client a non-sublicensable, royalty free, non-exclusive, nontransferable, revocable, limited license to use the Service during the term of this Schedule only for (1) the purpose of submitting payment transactions to Provider for processing, and (2) the purposes described in this Schedule. All references to the Service or its components in this Schedule include the applicable Software.
- 3.2 Subject to the terms and conditions of this Schedule, Provider grants to Client a non- sublicensable, royalty free, non-exclusive, non-transferable, revocable, limited license to use the Documentation during the term of this Schedule only for the purpose of supporting Client's use of the Service. Documentation means all manuals and other written materials in any form provided for use with the Portal, as amended from time to time by Provider; provided, Provider agrees to provide Client with notice of any modification thereof. Client must strictly comply with all Documentation provided to Client, and Provider may amend the Documentation in Provider's discretion. If there is any conflict between the Documentation and the terms of Schedule, the terms of this Schedule will control.
- 3.3 Client acknowledges that the Service and Documentation are Provider's intellectual property, and Client must not, and must not cause or permit any third party to:
- (1) Use the Service except as permitted by this Schedule or the Documentation or as permitted by Provider in writing;
 - (2) Use the Service or Documentation, either directly or indirectly, for benchmarking purposes or to develop any product or service that competes with the Service;
 - (3) Disassemble, decompile, decrypt, extract, reverse engineer, or modify the Service or otherwise apply any procedure or process to the Service in order to ascertain, derive, or use the source code or source listings for the Service or any algorithm, process, procedure or other information contained in the Service;
 - (4) Provide the Service or Documentation to any third party, other than to Client's authorized employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions of the Agreement;
 - (5) Use, modify, adapt, reformat, copy or reproduce the Service or Documentation or any portion thereof, except as is incidental to the purposes of this Schedule, or for archival purposes (any permitted copies must contain all appropriate proprietary notices);
 - (6) Rent, lease, upload, assign, sublicense, transfer, distribute, allow access to, or time share the Service or Documentation;
 - (7) Circumvent or attempt to circumvent any security measures of the Service;
 - (8) Attempt to access or actually access portions of the Platform or Service not authorized for Client's use; or
 - (9) Use the Service in any unlawful manner or for any unlawful purpose.
- 3.4 The licenses granted under this Schedule may be subject to other licenses currently held by Provider or its subcontractors. If any license held by Provider to certain technology or software is terminated or suspended, the corresponding license(s) granted to Client under this Schedule may also be terminated or suspended in Provider's sole and absolute discretion. Client acknowledges and agrees to the potential termination or suspension of such licenses. To the extent permitted by applicable law, Client

waives all damages (whether actual, incidental, or consequential) resulting from termination or suspension of a license granted hereunder:

- 3.5 Except for the limited licenses granted above, this Schedule does not grant Client any rights or licenses (express or implied) in any patents, copyrights, trademarks, trade secrets, or other Intellectual Property Rights in or related to the Service, all of which are and will remain the sole and exclusive property of Provider, its vendors, or its licensors. Provider reserves and withholds all rights, title, and interests associated with the Service that are not expressly licensed to Client in this Schedule. Provider may revoke this license if Client (1) fails to comply with this Schedule, or (b) misuses the Service.
- 3.6 If Client is acquiring the Software on behalf of any part of the United States Government (the Government), the following provisions apply: Any use, duplication, or disclosure by the Government is subject to the restrictions in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement. Provider is the contractor/manufacturer, with the address set forth below. Any use, modification, reproduction, release, performance, display or disclosure of the Software and/or the accompanying documentation by the Government or any of its agencies will be governed by the terms of this Schedule and will be prohibited except to the extent expressly permitted by the terms of this Schedule.
- 3.7 The limited licenses provided above will automatically terminate when this Schedule terminates. Within five days after termination, Client must either return or destroy the Software and the Documentation and must certify to Provider in writing that the return or destruction has occurred.

**PARTICIPATION AGREEMENT
FOR PAYMENT SOLUTIONS UNDER
STO2000000010 (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 STO2000000010 (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.

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 be bound by, follow the procedures in and comply with the terms and conditions of the Agreement in connection with Participant’s 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
Title: Attn: General Manager
Address: 2900 Westside Parkway
Alpharetta, GA 30004
Email LegalPapers@fiserv.com
Address: _____

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.

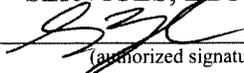
9. This PA is between Servicer and Participant and the respective successors and assigns of each of them, with such succession or assignment in accordance with the Agreement.

10. The PA may be executed in duplicate, each of which shall be considered an original. Upon execution by Service and Participant, a copy of which shall be provided to the West Virginia State Treasurer's Office.

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: 11/5/2021

HUNTINGTON NATIONAL BANK
By First Data Merchant Services LLC pursuant to limited Power of Attorney

By: 
(authorized signature)

Shane McCullough
(printed name of person signing above)

Its: Authorized Signer
(title of person signing above)

Date: 11/5/2021

PARTICIPANT:

By: _____
(authorized signature)

(printed name of person signing above)

Its: _____
(title of person signing above)

Date: _____