



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: 2025-04-29

Order Number: AMA 1300 1300 STO2000000010 16	Procurement Folder: 658117
Document Name: Merchant Processing Services	Reason for Modification: Change Order No. 14 is to add Cybersource Services Addendum, effective 4/29/2025.
Document Description: Credit Card Fees/Services	
Procurement Type: Agency Master Agreement	
Buyer Name: Kevin L Bowling	
Telephone: 304-558-5000	
Email: lee.bowling@wvsto.gov	
Shipping Method: Vendor	Effective Start Date: 2020-06-16
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2026-06-15

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VC0000025543 HUNTINGTON MERCHANT SERVICES LLC 4000 CORAL RIDGE DR CORAL SPRINGS FL 33065 US Vendor Contact Phone: 910-912-7101 Extension:	Requestor Name: Kevin L Bowling Requestor Phone: 304-558-5000 Requestor Email: lee.bowling@wvsto.gov																				
Discount Details:																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <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		
	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 : Kevin L Bowling
DATE: 2025-04-29
ELECTRONIC SIGNATURE ON FILE

Extended Description:

Change Order

Change Order No. 14 is to add Cybersource Services Addendum, effective 4/29/2025.

No Other Changes

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

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		Service Contract Amount	
				0.00	

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		Service Contract Amount	
				0.00	

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		Service Contract Amount	
				0.00	

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		Service Contract Amount	
				0.00	

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		Service Contract Amount	
	2020-06-16	2026-06-15		0.00	

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		Service Contract Amount	
	2021-08-25	2023-06-15		0.00	

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		Service Contract Amount	
	2021-08-25	2023-06-15		0.00	

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		Service Contract Amount	
	2021-08-25	2023-06-15		0.00	

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		Service Contract Amount	
	2021-08-25	2023-06-15		0.00	

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.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
11	43211505			EA	\$0.00
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Clover Device add via CO 7

Extended Description:

	Document Phase	Document Description	Page
STO200000010	Final	Credit Card Fees/Services	5

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Cybersource Services Addendum

Your Business Information

Merchant Identification

Number(s) ("MID"):

_____ *New merchants may not have a Merchant Identification Number(s)*

Date:

Your Business Legal Name ("Company"):

First/Last Contact Name:

Business Phone:

Email:

This Cybersource Services Addendum (this **Cybersource Addendum**) is attached to and made a part of that certain Merchant Processing Agreement or Payment Solutions Agreement known as AMA STO200000010, (the **Agreement**), entered into by and between The Huntington National Bank (**Bank**), and **Company**. In the event of any conflict between this Cybersource Addendum and the Agreement, the Order of Precedence shall be in accordance with AMA STO200000010. Otherwise, all terms and conditions of the Agreement will remain in full force and effect and likewise apply to this Cybersource Addendum. Capitalized terms used but not defined in this Cybersource Addendum shall have the meanings ascribed to such terms in the Agreement.

The Parties hereby agree:

1 Cybersource Services. Bank, through its third-party service provider, Cybersource Corporation, a Delaware corporation (**Cybersource**), will provide or otherwise make available certain services through an internet-based digital commerce platform provided by Cybersource, including, but are not limited to: (i) global payment processing gateway solutions; (ii) fraud and risk management solutions; (iii) digital commerce solutions; and (iv) certain enabling services (taken together and referred to as "**Cybersource Services**"). The Cybersource Services are subject to the following terms and conditions.

2 Fees. The fees for the Cybersource Services are set forth in the Cost Sheet Exhibit C as part of AMA STO200000010..

3 Use of Services; Intellectual Property; Restrictions.

3.1 Subject to the terms and conditions in the Agreement and this Cybersource Addendum, Bank hereby grants Company a personal, limited, non-exclusive, non-transferable, revocable license, during the term of this Cybersource Addendum, to access and use the Cybersource Services. Company may only use the Cybersource Services in connection with Services Company receives under the Agreement. Company will use the Cybersource Services solely for authorized and legal purposes and will not use the Cybersource Services to knowingly violate any Applicable Law.



3.2 Company has no right, title, or interest in or to the Cybersource Services, any related software, materials, documentation, or derivative work thereof. Nothing in this Cybersource Addendum or the Agreement assigns, transfers, or creates any such rights, title, or interest for Company (whether express or implied, or by estoppel or otherwise). Any and all rights, title, or interest associated with the Cybersource Services that are not expressly granted by Bank within this Cybersource Addendum are expressly withheld. Company will not take any action inconsistent with the ownership, title, license, or rights associated with the Cybersource Services.

3.3 Except as set forth in this Cybersource Addendum and the Agreement, Company will not (a) use, reproduce, or distribute, or permit others to use, reproduce, or distribute, the Cybersource Services for any purpose; (b) make the Cybersource Services available to any unauthorized third party; (c) rent, electronically distribute, timeshare, or market the Cybersource Services by interactive cable, remote processing services, service bureau, or otherwise; (d) directly or indirectly modify, reverse engineer, decompile, disassemble, or derive source code from the Cybersource Services; or (e) cause the Cybersource Services to become subject to any open source or other third-party license.

4 Cybersource Services Disclaimer & Limitation on Liability. EXCEPT AS EXPRESSLY PROVIDED IN THIS CYBERSOURCE ADDENDUM OR THE AGREEMENT AND TO THE EXTENT PERMISSIBLE BY LAW:

4.1 EACH OF BANK'S AND CYBERSOURCE'S ENTIRE LIABILITY TO COMPANY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO ANY OBLIGATION UNDER THIS CYBERSOURCE ADDENDUM SHALL BE LIMITED, IN THE AGGREGATE, UNDER ANY LEGAL OR EQUITABLE THEORY, TO FEES RECEIVED BY BANK FOR PROVISION OF CYBERSOURCE SERVICES TO COMPANY DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE THAT THE CAUSE OF ACTION AROSE; AND

4.2 NEITHER BANK NOR CYBERSOURCE SHALL BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CYBERSOURCE ADDENDUM, OR ANY LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE; IN EACH CASE, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER THE PARTIES KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF LOSS, INJURY, OR DAMAGE.

5 Security; Privacy; Data.

5.1 Company shall comply with all applicable PCI Requirements and obtain timely certification of its systems and processes (which must be maintained during the term of this Cybersource Addendum and the Agreement) as required under the Network Rules. Company shall comply with all additional standards that Bank, the Networks, and/or Cybersource may require. Company shall allow Bank, the Networks, and/or Cybersource to audit its PCI Requirements compliance and information technology systems related to the Cybersource Services.

5.2 Company shall obtain the consent of any person that purchases goods or services of Company, whose information is submitted by Company or Bank to Cybersource during the course of using the Cybersource Services, prior to submitting any data or information, in any form or format, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household or that is regulated as "personal data," "personal information," or otherwise under applicable data protection laws in connection with the Cybersource Services.

5.3 It is Company's sole responsibility to maintain complete backup records of all information relating to orders, inquires, and purchases and any information submitted through the



Cybersource Services for the purpose of providing the Cybersource Services. Neither Bank nor Cybersource shall have any obligation to attempt to monitor or regulate the content or provision of any Company products or services.

6 Termination. Termination must occur in accordance with the termination provisions of AMA STO 2000000010. Bank reserves the right to alter, immediately suspend, or upon notice, terminate the Cybersource Services in the event (1) Company violates the terms of this Cybersource Addendum or the Agreement, (2) Bank terminates any agreement with third parties that are involved in providing the Cybersource Services, or (3) Bank is otherwise unable to continue to provide or make available the Cybersource Services.

7 Right of Refusal. Company acknowledges and agrees that, as the third-party service provider, Cybersource may, at its discretion, refuse to provide the Cybersource Services to Company, in which case Cybersource will provide Bank with a reasonable written explanation for such refusal.

8 Representations, Warranties, and Covenants.

8.1 Company and Bank each represent and warrant that: (i) such Party has the corporate authority to execute this Cybersource Addendum; and (ii) executing this Cybersource Addendum does not constitute a material conflict with, breach, or default under any documents, agreements, or other instruments which are binding upon the Parties.

8.2 Company represents and warrants that its products and content do not violate any Applicable Law and do not infringe on the intellectual property rights of any third party.

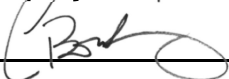
9 Amendment. Bank has the right to change or add to the terms of this Cybersource Addendum at any time, and/or to change, delete, discontinue, or impose conditions on any feature or aspect of the Cybersource Services upon notice provided to Company and upon mutual agreement in writing signed by both parties as set forth in the Agreement. Any use of the Cybersource Services after publication of any such changes shall constitute Company's acceptance of this Cybersource Addendum as modified.

10 Counterparts. This Cybersource Addendum may be executed in any number of counterparts, each of which is deemed an original and all of which constitute one and the same instruments. Facsimile, electronic, or other copies of this executed Cybersource Addendum are effective.

Authorized Signature(s):

WEST VIRGINIA STATE TREASURER'S OFFICE

Company

By  _____

Name Lee Bowling

Title Director of Purchasing

Date 4/29/2025

**Schedule A
Fees**

Product Name	Fee
Account Updater Update Transaction	

**Schedule B
Additional Services to Enable that are included in Core Pricing**

Additional Services	Enable? Y/N
Digital Payment Suite	Select...
Invoicing	Select...
Decision Manager	Select...
Fraud Management Essentials	Select...
Pay By Link	Select...
Payer Authentication	Select...
Recurring Billing	Select...
Secure Acceptance	Select...
Unified Checkout	Select...
Virtual Terminal	Select...