AMENDMENT NO. 2 TO THE MERCHANT SERVICES BANKCARD AGREEMENT
State of North Carolina and SunTrust Merchant Services
Contract Number 14-06002

This Amendment ("Amendment") to that certain SunTrust Merchant Services Bankcard Agreement ("Agreement"), dated August 1, 2006 and amended on September 1, 2007 by and among the North Carolina State Controller and North Carolina State Treasurer as the State of North Carolina (collectively, the "State"), (**and together with entities signing Agency Participating Agreements "the CUSTOMER"),** SunTrust Merchant Services, LLC ("STMS") on behalf of Wachovia Bank, N.A. ("Bank") and First Data Merchant Services Southeast, LLC ("FDMS") (STMS, Bank, and FDMS are collectively referred to as "Servicers") is made and executed as of the 18th day of March, 2009 ("Effective Date") by and among Servicers and the State.

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained in this Amendment, the parties hereby agree as follows:

1. Schedule A of the Agreement ("Modified Scope of Services") shall be amended by adding an additional capture method that may be accommodated under the Agreement by adding an item under paragraph G, entitled, "Accommodate Various Capture Methods." The new item shall read as follows: "G(i) – Transactions submitted via the PayPoint Gateway, a gateway and web consumer interface service offered by First Data Government Solutions, LP (FDGS), an affiliate of First Data Merchant Services."

2. Through FDGS, Servicers shall offer the State and Customer the option of subscribing to the array of services generally offered by the PayPoint Gateway. The array of services and associated fees that may be subscribed to are described below in the attached document.

3. Except as supplemented or amended by this Amendment, the provisions of the Agreement shall continue in full force and effect.

4. Each capitalized term used but not defined herein shall have the meaning assigned in the Agreement.

Office of State Controller
("State")

By:_____

Title:_____

Date:_____

Department of State Treasurer
("State")

By:_____

Title:_____

Date:_____

SunTrust Merchant Services, LLC ("STMS")

On behalf of Wachovia Bank, N.A. ("Bank"), And First Data Merchant Services Southeast, LLC ("FDMS")

By:_____

Title:_____

Date:_____

PAYPOINT GATEWAY SERVICES

Servicers, through FDMS and its affiliate First Data Government Solutions, LP (collectively "First Data") will provide the State and any subscribing Customer with a payment solution that will allow the State and subscribing Customer to process and manage payment and payment transactions using a single internet gateway access point ("PayPoint Gateway").

1. Services. First Data will offer the following array of services:

a. Gateway; Management Interface. The PayPoint Gateway will allow Customer to (i) authorize credit card, debit card and eCheck (ACH) payments, (ii) receive payment output files from multiple applications; (iii) review payment reporting across multiple applications; (iv) perform detailed payment research related to status, date tracking, time tracking and successful or negative payment results; (v) review payment authorization and return processing information; (vi) perform payment void and refund processing; (vii) track payment chargeback and settlement activity; (viii) apply notes to specific payments or transactions; (ix) process ad hoc payments; (x) access and manage multiple individual user accounts; and (xi) make configuration changes to its consumer payment interface (if this option is selected by Customer); all for Payments (defined below) initiated by Customer's users.

b. Payments Supported. The PayPoint Gateway will support multiple payment types, including, but not limited to, card and other chip or mobile based electronic payment types (collectively, "Card"), electronic check ("eCheck") payments, business check ("Business Check") payments and Automated Clearing House ("ACH") payments (collectively, "Payments"). The PayPoint Gateway will support Card Payments initiated and processed using American Express, Discover, MasterCard, and VISA as well as other Cards Payments that First Data identifies from time-to-time. The PayPoint Gateway will support eCheck and Business Check Payments initiated and processed through an ACH solution. The PayPoint Gateway will support TEL, WEB, CCD, CCD+ and PPD entry classes for ACH Payments, as defined by the National Automated Cleaning House Association ("NACHA") Operating Rules and Guidelines ("Rules").

c. Convenience Fees Supported. The PayPoint Gateway will, as an option, support the ability for a convenience fee to be levied against the payor.

d. Payment Interface. First Data will host the PayPoint Gateway using an application service provider ("ASP") model through which payments may be initiated and settled for Customer's users. The PayPoint Gateway will allow Customer to (i) authenticate its users based on Customer's defined parameters; (ii) manage multiple user accounts; (iii) perform account validation, including, but not limited to, check digit routines and stop file processing; (iv) support recurring payments; and (v) access summary and detail information about payments initiated and processed using the PayPoint Gateway. First Data, the State, and Customer will also work together to customize the PayPoint Gateway so that Customer may use it to (a) perform back-office administration management for Payments received from users; (b) integrate multiple websites to a central payment gateway; (c) create output file to manage Payments received; (d) provide users with a customizable user interface (within parameters determined by First Data) to initiate Payments based on their personal preferences for different Payment types, including a consumer payments interface, a readymade point of sale payment processing solution available via web and interactive voice response (IVR) channels, which provides the customer-facing front-end interface to all PayPoint Gateway capabilities; (e) provide users with the ability to set up and authorize recurring payments; and (f) provide users with the ability to review account payment summaries, including detailed payment histories.

e. Payment Processing Obligations. All Payments initiated by Customer or its users through the PayPoint Gateway will be processed using First Data's computer systems according to documentation provided by First Data from time-to-time (First Data's computer systems and documentation are the "First Data System"). In the case of credit and debit card transactions, the authorization and settlement processing will be processed through SunTrust Merchant Services, functioning as the merchant card processor and acquirer bank. In the case of card and ACH transactions, the settlement of funds received will be made to the Customer's designated depository

bank. The Customer will be considered the Originator for any ACH Payments that the Customer or its users initiate. As specified in Paragraph D(c) of Schedule A of the Agreement ("Modified Scope of Services"), all services provided shall be in accordance with and governed by applicable statutes and regulations, including the National Automated Clearing House Association (NACHA) Operating Rules and the Federal Reserve Bank Regulation E. As specified in Paragraph Q of Schedule A of the Agreement ("Modified Scope of Services"), the vendor and participant shall comply with all Payment Card Industry (PCI) security standards. Accordingly, First Data acknowledges, that as a service provider, it is responsible for the security of cardholder data it possess, as required by Requirement 12.8 of the PCI Data Security Standard.

f. Integration Guides. First Data will provide the State and the Customer with the current versions of the "PayPoint Merchant Integration Guide" and the "Consumer Payment Integration Guide" to facilitate the establishment and operation of the Services.

g. Election of Services. Each participant (Customer) desiring to subscribe to the Services on an optional basis shall execute, or re-execute, the "Agency Participation Agreement" (Schedule E), which will contain a denotation of the Customer's election to subscribe to the Services. Customer will be invoiced only for Services used.

2. Fees for Services.

- Startup and Training Fee for Corporate Site Level Fee $2,000.00
  This fee is waived for the Office of the State Controller functioning as a Site Level, but will apply to any subsequent Corporate Site Level that may be established under this Agreement.

- Startup Fee or each Participant (Customer) enrolled under each Corporate Site Level
  $1,000.00
  This fee is refundable to the participant, in the form of a credit, once its monthly transaction volume has reached 10,000 and has been maintained at that level for any 12 months (not required to be concurrent)

- PayPoint Gateway Per Transaction Fee – Based upon volume generated under each entire Corporate Site Level:

Tiered Pricing Matrix – Monthly # Transactions at Corporate Site Level		
Range	Monthly Transaction Volume	Transaction Fee
T1	Monthly Minimum – N/A	$0.00
T2	0 – 50,000	0.20
T3	50,001 – 100,000	0.19
T4	100,001 – 250,000	0.18
T5	250,001 – 500,000	0.17
T6	500,000 – 750,000	0.16
T7	751,000 – 1,000,000	0.15
T8	1,000,000 and greater	0.14

The Consumer Interface module associated with the PayPoint Gateway is referred to as PayPlace.com and the following surcharge fees will apply, depending upon which features of the module are utilized:

- Per Consumer Payments Only transaction Surcharge $.10
  This surcharge is levied for all payments made through the consumer interface (WEB and IVR).

- Per Authentication Surcharge $.05
  This surcharge is levied if the "Authentication\Challenge Data" feature is utilized, which requires the participant to upload data for validating data during a transaction, ensuring the completeness and accuracy.

- Per Transaction Reporting via Summary Presentment Surcharge $.10
  This surcharge is levied if the "Summary Presentment" feature is utilized, which allows the participant the ability to upload summary billing data for presentment to the payors for review and payment.

- Per Enrollment Surcharge $.02
  This surcharge is levied if the "Enrollment" feature is utilized, which allows a payor to register onetime within PayPoint. The onetime enrollment allows the payor to enroll multiple financial payment information (credit card and bank account info), which allows the centralized financial payment information to be used when making payments to all participants under the same corporate site level. Additionally, it allows the payor to perform payment inquiries and account management activities. This option will only be offered if approved by the Office of the State Controller, or other entity that serves as an administrator of the corporate site level.

- Per Telecom IVR Transaction Surcharge (Per minute) $.08
  This surcharge is levied if the "Telecom IVR" feature is utilized.

- Custom Development $200/Hour
  Development for enhancements that are not part of the standard PayPoint product. First Data to create a custom web site/IVR, file format etc. for each Customer. Price can fluctuate on requirements if data needs to be loaded for summary bill presentment and authentication. No custom development work shall begin until Servicers and Customer or State mutually agree to a Statement of Work, which shall include estimated hours to complete the custom development work.