

**AMENDMENT NO. 4 TO MERCHANT CARD SERVICES AGREEMENT  
State of North Carolina Contract No. 14-008474**

THIS AMENDMENT NO. 4 (“Amendment”) to Contract No. 14-008474 is hereby made and entered into between the North Carolina Office of State Controller (“NCOSC”) and the North Carolina Department of State Treasurer (“NCDST”) (NCOSC and NCDST hereinafter referred to collectively as the “State”), SunTrust Merchant Services, LLC (“STMS”), and First Data Merchant Services Southeast, LLC (“FDMS”) (STMS and FDMS hereinafter referred to collectively as the “Servicers”) (the State and the Servicers hereinafter referred to collectively as the “Parties” and singularly as “Party”).

**RECITALS**

WHEREAS, the Parties entered into an agreement on December 4, 2014 (the “Agreement”) for the provision of merchant card processing services by the Servicers to the State (the “MCP Services”); and

WHEREAS, the Parties subsequently executed Amendment No. 1 to the Agreement on December 21, 2015 to provide for the quarterly reimbursement of certain administrative fees paid by the State in association with the State’s use of the MCP Services; and

WHEREAS, the Parties subsequently executed Amendment No. 2 to the Agreement on November 22, 2016 in order to (i) make electronic benefits transfer (“EBT”) services part of the MCP Services generally available to the State under the Agreement; (ii) add EBT processing and balance inquiry fees to the schedule of fees associated with the MCP Services generally; and (iii) conform the Agreement to recently enacted legislation, N.C. Session Law 2016-85, which modified certain provisions of Chapter 143B of the North Carolina General Statutes governing the State’s procurement of information technology;

WHEREAS, the Parties subsequently executed Amendment No. 3 to the Agreement November 4, 2019 in order to make the following products and services part of the MCP Services generally available to the State under the Agreement: (i) Convenience Fee Services, (ii) CardConnect Gateway and SnapPay Services, and (iii) Clover Services and Equipment; and

WHEREAS, the State wishes for the Servicers to make certain additional products and services part of the MCP Services generally available to the State under the Agreement; and

WHEREAS, the Servicers are willing and able to provide such additional products and services and likewise wish to make them part of the MCP Services generally available to the State under the Agreement;

NOW, THEREFORE, in consideration of their mutual promises as hereinafter set forth, the Parties hereto do mutually agree as follows:

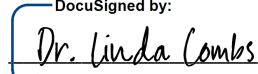
1. The Servicers shall make the products and services identified in subsections a. and b. below part of the MCP Services generally available to the State under the Agreement. Each such product and service shall be subject to the terms and conditions set out in the schedule to which it corresponds. As used herein, “schedule” refers to one of the various services, fees or other schedules associated with that portion of the Agreement identified as “SunTrust Merchant Services, LLC Bankcard Addendum to Master Services Agreement,” of which the schedules established in subsections a. and b. shall become a part.
  - a. Data File Manager Services, as described more fully in the schedule to be known as “Schedule R: Data File Manager Services” (Attachment A); and

- b. Additional point-of-sale equipment and pricing, which shall be added to the table identified under the Agreement as “Point of Sale Terminals Available Under STMS Contract Effective February 1, 2015.”
- 2. This Amendment modifies the Agreement only as expressly provided herein. All other terms, conditions and provisions of the Agreement shall remain in full force and effect, modified only to the extent necessary to accomplish the purpose of this Amendment.
- 3. The Parties may execute this Amendment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one Amendment.
- 4. This Amendment shall take effect as of the latest date of signature below.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Amendment as of the dates written below.

**STATE OF NORTH CAROLINA**

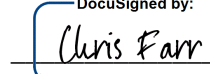
N.C. Office of State Controller

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North Carolina State Controller  
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(Title)

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(Date)

N.C. Department of State Treasurer

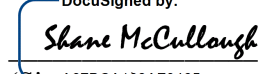
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Dept. of State Treasurer Chief of Staff  
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(Title)

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**SERVICERS**

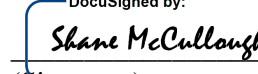
SunTrust Merchant Services, LLC

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Authorized Signer  
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First Data Merchant Services Southeast, LLC

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**Contract No. 14-008474, Amendment No. 4**  
**ATTACHMENT A**

SunTrust Merchant Services, LLC Bankcard Addendum to Master Services Agreement  
SCHEDULE R: DATA FILE MANAGER SERVICES

**1. Background**

This Schedule R ("Schedule") to the "SunTrust Merchant Services, LLC Bankcard Addendum to Master Services Agreement" adds the Data File Manager Services (the "DFM Services") to the merchant card processing services available under Contract No. 14-008474 between the State of North Carolina, by and through its Department of State Treasurer and Office of State Controller (the "State"), First Data Merchant Services Southeast, LLC ("FDMS") and SunTrust Merchant Services, LLC ("STMS") (FDMS and STMS hereinafter referred to collectively as "Provider") (Contract No. 14-008474 hereinafter referred to generally as the "Agreement"). As with all other merchant card processing services available under the Agreement, the DFM Services shall be provided to any eligible agency, institution or other unit of North Carolina State Government that has executed an Agency Participation Agreement ("Participant") for that purpose in accordance with the terms of the Agreement.

**2. Service Description**

2.1 Provider will provide Participants with access to the DFM Services as described in this Schedule.

2.2 The DFM Services s will give Participants the ability to do each of the following with respect to monitoring and generally managing their respective accounts:

- 2.2.1 Access the raw data files necessary for reconciliation and reporting;
- 2.2.2 Build and customize files by choosing the specific records and fields to be included;
- 2.2.3 Receive summary, detail, dispute, interchange and funding records in one file;
- 2.2.4 Generate files at any hierarchy level, from [clienttype\_lower] marker to location;
- 2.2.5 Access historical data (up to six months back for detailed data and up to 13 months back for summary data); and
- 2.2.6 Access the Data File Manager platform through the Business Track portal with secure and easy single sign-on.

2.3 Summaries are posted daily, Monday through Friday, to our ClientLine Web-reporting tool ("ClientLine") and serve as funding pre-notifications for review and analysis prior to the [clienttype\_lower] deposit. At the end of each day, the Participant's system can send a closing message and request host totals. The host total amount indicates the dollars to be settled.

ClientLine also offers a report scheduler that allows the [clienttype\_lower] to specify the delivery of reports on a recurring basis without performing a report request each time. For example, a Participant

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**ATTACHMENT A**

could choose to have a rate analysis report delivered once a week, every Monday, for the preceding week's activity. This saves the Participant from having to request the report on a weekly basis and allows the Participant the flexibility to establish a schedule for data review within its organization.

2.4 The State understands and agrees that: (1) the DFM Services, and the features and functionality of individual modules within the DFM Services, are subject to change without notice; (2) any information obtained from the DFM Services may not accurately detect, predict, or forecast profitability, losses, or fraud; and (3) the State and its Participants are solely responsible for ensuring that use of the DFM Services complies with all applicable laws and Card Organization Rules, including data protection and privacy laws.

### **3. Fees**

3.1 Participants shall pay the following fees to Provider for access to the DFM Services:

<u>Product Description</u>	<u>Price</u>	<u>Unit</u>
Data File Manager - Set Up Fee	\$2,000.00	Per Participant
Data File Manager - Monthly Fee	\$165.00	Per Participant Per Month

### **4. Effective Date of Schedule**

This Schedule R shall become effective on a Participant-by-Participant basis upon execution of the Agency Participation Agreement by the Participant and all other parties thereto.

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**ATTACHMENT B**

**Additional POS Equipment and Purchase Fees**

The following POS equipment and purchase fees are hereby added to the table identified under the Agreement as "Point of Sale Terminals Available Under STMS Contract Effective February 1, 2015":

	<u>Description</u>	<u>Purchase Fee</u>
N-P200	ENGAGE,P200,NAA NON TOUCH ,128MB+256MB,2 SAM, STD KEYPAD,PG 1.3(M430-003-01-NAA-5), PCI 5	\$166.80
N-P200	VeriFone ENGAGE,P200,NAA NON TOUCH ,128MB+256MB,2 SAM, STD KEYPAD,PG 1.3(M430-003-01-NAA-5), PCI 5	\$166.80
N-FD-150	FIRST DATA 150 TERMINAL	\$210.00
N-RP10	FIRST DATA RP10 PINPAD	\$130.00
NV400PLUS	ENGAGE, V400C PLUS, CTLS, NAA, DE, STD KPD, NO BATT, 512/512MB(M425-053-04-NAA-5), PCI 5	\$256.80
NV400PLUS	VeriFone ENGAGE, V400C PLUS, CTLS, NAA, DE, STD KPD, NO BATT, 512/512MB(M425-053-04-NAA-5), PCI 5	\$256.80
N-V400M	ENGAGE,V400M,NAA,PORTABLE,TOUCH,4G/BT/WIFI,STD,KPD,CTLS/BATT,LARGE MEMORY,PCI 5.0(M475-013-34-NAA-5), PCI 5	\$538.80
N-V400M	VeriFone ENGAGE,V400M,NAA,PORTABLE, TOUCH,4G/BT/WIFI,STD,KPD,CTLS/BATT, LARGE MEMORY,PCI 5.0(M475-013-34-NAA-5), PCI 5	\$538.60

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**ATTACHMENT B**

The following equipment, implementation costs and pricing shall be added for CardConnect Gateway and SnapPay Services to the Section 2, Fees table, under Schedule P: CardConnect Gateway and SnapPay Services in support for the Vermont Systems (VSI) integrated RecTrac, WebTrac, and Golf Trac applications:

<u>Product Description</u>	<u>Price</u>	<u>Unit</u>
Implementation setup fee for CardConnect's Cardpoint gateway to communicate with three certified VSI applications	\$199.00	Per Participant
Integration and monthly service fee that enables the CardConect Cardpoint gateway to store all invoices numbers in the transaction detail section of transactions, the serial number of the device on which sales are completed in the VSI RecTrac cashiering model, and storage/reporting on the session IDs on all WebTrac sales	\$20.00	Per Participant Per Month
CardConnect CardPoint gateway fee for VSI integrated applications	\$0.10 per authorization	Per Transaction