

**AMENDMENT NO. 1 TO THE MERCHANT SERVICES BANKCARD AGREEMENT**  
**State of North Carolina and SunTrust Merchant Services**  
**Contract Number 14-008474**

This Amendment (“Amendment”) to the SunTrust Merchant Services Bankcard Agreement (“Agreement”), dated December 4, 2014, 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”) and First Data Merchant Services Southeast, LLC (“FDMS”) (STMS and FDMS are collectively referred to as “Servicers”) is made and executed as of the last date of execution herein by and among Servicers and the State.

**WITNESSETH:**

**WHEREAS**, all Customers are required to be validated as being in compliance with the Payment Card Industry (PCI) Data Security Standard, and the **STATE** desires for certain costs associated with PCI compliance validation services to be borne by the Customers benefitting from the compliance validation services; and

**WHEREAS**, the State is authorized to enter into this Amendment:

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the performance by each of the Parties of its promises and obligations herein set forth, the **STATE** and the **SERVICERS** do hereby mutually covenant and agree as follows:

1. Subject to the conditions of this provision, following each calendar quarter, Servicers shall add to all processing fees for all card types “Vendor Levied Cost” a quarterly administrative fee reimbursement to the State in the amount of (i) \$.0035 multiplied by (ii) the number of transactions processed under this Agreement for such quarter. The Administrative Fee Reimbursement accruing to the OSC shall be remitted by the Servicers to OSC within thirty (30) days after the end of each quarter during the term of the Agreement, for the purpose of funding the cost of PCI compliance validation services incurred by OSC on behalf of the Customers. In the event that this Agreement is terminated for any reason prior to the end of a quarter, OSC shall not be entitled to payment of the Administrative Fee Reimbursement for that quarter, and Servicers shall not be obligated to remit to OSC any amount pursuant to this provision for that quarter. The amended Schedule B is attached to reflect this fee.
2. This Amendment shall become effective the first monthly billing subsequent to the signature of this Amendment.

This Amendment modifies the Agreement only as expressly set forth herein. In all other respects the terms and conditions of the Agreement remain unmodified and in full force and effect.

The parties may execute this Amendment in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by electronic mail is as effective as executing and delivering the Agreement in the presence of the other party.

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 and SunTrust Merchant Services  
Amendment No. 1 to Contract Number 14-008474  
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<p><b>NORTH CAROLINA STATE CONTROLLER</b></p> <p>DocuSigned by: <i>Linda Combs</i></p> <hr/> <p>Linda Combs State Controller</p> <p>Date: <u>12/21/2015   08:54 AM ET</u></p>	<p><b>NORTH CAROLINA STATE TREASURER</b></p> <p>DocuSigned by: <i>Janet Cowell</i></p> <hr/> <p>Janet Cowell State Treasurer</p> <p>Date: <u>12/18/2015   15:38 PM ET</u></p>
<p><b>SUNTRUST MERCHANT SERVICES, LLC ("STMS")</b></p> <p>DocuSigned by: <i>Jacie Engle</i></p> <p>By: <i>Jacie Engle</i></p> <hr/> <p>Title: <i>Vice President</i></p> <p>Date: <u>12/18/2015   10:13 AM ET</u></p>	

**SCHEDULE B**  
**SCHEDULE OF FEES**  
**MERCHANT CARD PROCESSING SERVICES**  
**STATE OF NORTH CAROLINA AND SUNTRUST MERCHANT SERVICES**  
**Contract Number 14-008474**  
**Effective February 1, 2015**  
Revised December 7, 2015

Interchange & Assessment Fees “Pass Through Cost”

Visa and MasterCard Interchange fees are Pass-through. These fees are based upon the clearing of Visa and MasterCard transaction submitted by Customer. All Bankcard transactions will be subject to the applicable Visa and MasterCard interchange fees and Assessments in effect. The interchange fees, Assessments and qualifying criteria set forth in **Schedule C entitled, “Visa and MasterCard’s Interchange Qualification Data Requirements.”** Non-Qualified Interchange will be passed through to the Client.

Visa and MasterCard Assessments Fees - “Pass through Cost”

Debit Network Charges for Debit Cards – “Pass through Cost”

Processing Fee All Card Types “Vendor Levied Cost”

Unit Cost

Visa/MasterCard:	\$0.015 per transaction
Administrative Fee Reimbursement to the State:	\$0.0035 per transaction
American Express/Discover:	\$0.015 per transaction
Administrative Fee Reimbursement to the State:	\$0.0035 per transaction
Debit:	\$0.015 per transaction
Administrative Fee Reimbursement to the State:	\$0.0035 per transaction

Additional Services “Vendor Levied Cost”

Unit Cost

➤ PayPoint Gateway Fees for Card Transactions	\$.08
➤ PayPoint Gateway Fees for ACH Transactions	\$.10
➤ AVS (Address Verification Service)	\$0.02
➤ Supplies: (Shipping costs passed through)	No charge
➤ Chargeback Fee:	\$9.75
➤ Reporting, Client Line, Hard Copy	No Charge
➤ Voice Authorizing and VRU Authorization	\$0.25
➤ On-site PayPoint Training	\$2,000
➤ Payment email notification	\$.01
➤ Global Gateway e4	\$.0175
➤ Hosted recurring payments	\$.05
➤ Alternative Payments	\$.05
➤ TransArmor	\$.0075

Point of Sale Terminals Available  
Under STMS Contract  
Effective February 1, 2015

	<u>Description</u>	<u>Purchase Fee</u>	<u>Monthly Rental Fee</u>	<u>Monthly Lease Fee</u>
	<i>A PIN pad is required for all debit transactions</i>			<i>All leases are for a 48 month period only, A lease agreement must be signed</i>
FD 130 Duo WiFi Terminal & FD 35 Pin Pad	<u>First Data FD130 Duo</u>	\$649	\$44.94	\$34.94
FD 130 WiFi Terminal	<u>First Data FD130</u>	\$499	\$34.94	\$29.94
FD 200 WiFi Terminal	<u>First Data FD200</u>	\$549	\$32.94	\$25.94
FD 300 WiFi Terminal	<u>First Data FD300</u>	\$549	\$32.94	\$25.94
FD 400GT CDMA Terminal	<u>First Data FD400</u>	\$739	\$34.94	\$29.94
FD 35 Pin Pad with Countertop Stand	<u>First Data FD35</u>	\$224	\$14.94	\$9.94
FD 410 Terminal	<u>First Data FD410</u>	\$729	\$54.94	\$49.94
Vx520 Terminal	<u>Verifone Vx520</u>	\$499	\$34.94	\$29.94
Clover with or without Cash Drawer	<u>Clover Station</u>	\$824 / \$774	\$99 / \$99	\$79 / \$79