STATE OF ALASKA

BILATERAL AMENDMENT TO STANDARD CONTRACT FORM

Goods and Non-Professional Services

1. Agency Contact Number	2009-0400-8448
2. Contract Title	Merchant Card Processing Contract
3. Optional Renewal?	☐ Yes X No Renewal Option ___ of ___
4. Agency Fund & Appropriation Code	N/A
5. IRIS GAE Number (if used)	N/A
6. Amendment No.	Eight

This agreement is between the State of Alaska,

7. Department of Revenue hereafter the State, and

8. Contractor U.S. Bank National Association hereafter the Contractor

Mailing Address	Street or P.O. Box	City	State	ZIP Code
1420 Fifth Avenue, 7th		Seattle	WA	98101

This Amendment Serves To:

A. Amend the payment device processing agreement to enable State of Alaska merchants to accept American Express transactions under the American Express Public Sector Program (see attached).

B. Amend the order of precedence for conflict resolution as follows:

The terms and conditions of this contract, including the scope of work/services, are contained in the flowing documents, incorporated by reference.

Unless specifically amended and approved by the Department of Law the General Provisions (Appendix A[1]) and Indemnity and Insurance (Appendix B) of this contract supersede any provisions in other appendices. In the event a conflict exists among the following agreements and/or documents that have been dually accepted by the State and contractor, the order of precedence for conflict resolution is as follows:

1. General Provisions (Appendix A) and Indemnity and Insurance (Appendix B)
2. Terms and Conditions (Appendix C)
3. Consideration and Payment Schedule (Appendix D)
4. RFP 2009-0400-8448, as amended, issued by the Department of Revenue (Appendix E)
5. Proposal submitted by U.S. Bank National Association on April 30, 2010 (Appendix F)
6. Processing Services for Governmental Entities and Institutions – Schedule 1 (Appendix G)
7. Processing Services in Canada – Schedule G (Appendix H)
8. U.S. Banks N.A.'s Payment Device Processing Agreement (Appendix I)
9. Elavon's Amendment to Payment Device Processing Agreement (Appendix J)

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

10. CONTRACTOR	11. CONTRACTING AGENCY
Name of Firm U.S. Bank National Association	Department/Division Revenue/Treasury
Signature of Authorized Representative	Signature of Procurement Officer
Typed or Printed Name of Authorized Representative Tim Miller, SVP Global Credit & Risk	Typed or Printed Name of Procurement Officer Bronze Ickes
Date 10/17/18	Date 10-4-18

AMENDMENT TO PAYMENT DEVICE PROCESSING AGREEMENT

This Amendment to the Payment Device Processing Agreement ("Amendment") clarifies, amends and supplements the Payment Device Processing Agreement dated on or about October 18, 2010 (the "Agreement"), by and among the State of Alaska ("Merchant"), Elavon, Inc. ("Elavon"), and Member (collectively, the "Parties").

WHEREAS, on or about October 18, 2010 the State of Alaska and U.S. Bank National Association entered into Contract No. 2009-0400-8448 (the "Contract") to which the Agreement is attached as Appendix I;

WHEREAS, the State of Alaska desires to accept American Express Transactions under the American Express Public Sector Program;

THEREFORE, in consideration of the mutual covenants and agreements and intending to be legally bound hereby, the Parties hereby covenant and agree as follows:

1. Except as otherwise defined in this Amendment, capitalized terms used herein shall have the same meaning ascribed to such terms in the Contract, Agreement, applicable Schedules, or the Merchant Operating Guide (now known as the Operating Guide and located at: https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf and incorporated herein).

2. Appendix J to the Contract (Schedule M to the Agreement), American Express Public Sector Program Terms, attached hereto, is hereby added to the Contract and Agreement and effective as of July 1, 2018.

3. Except as expressly modified above, the Contract and Agreement remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment.

STATE OF ALASKA,
on behalf of itself and each of the affiliated entities identified on Schedule B (the "Merchant")

By: Bw Ick

Name: Bronze Ickes
PRINT

Title: CASh Manager

Date: 10-4-2018

ELAVON, INC.

By:

Name: Timothy I. Miller
PRINT

Title: Senior Vice President Global Credit and Risk

Date: 10/17/18

U.S. BANK NATIONAL ASSOCIATION
MEMBER

By:

Name: Timothy I. Miller
PRINT

Title: Senior Vice President Global Credit and Risk

Attachments: Appendix J to Contract (Schedule M to Agreement) American Express Public Sector Program Terms

APPENDIX J TO CONTRACT (SCHEDULE M TO AGREEMENT)

AMERICAN EXPRESS PUBLIC SECTOR PROGRAM TERMS

This Schedule sets out additional terms that are applicable if Merchant is eligible for and has elected to accept American Express Cards through the American Express Public Sector Program, currently under development by American Express. The following terms and conditions apply to the American Express Public Sector Program until such time as Elavon updates the Operating Guide to reflect the American Express Public Sector Program terms. In the course of its acceptance of American Express Payment Cards, Merchant agrees to the following terms and conditions:

1. Merchant acknowledges and agrees that for purposes of acceptance of American Express in the United States, the American Express Merchant Operating Guide is incorporated by reference into the Agreement and is available at www.americanexpress.com/merchantopguide. For the purposes of acceptance of American Express in Canada, the American Express Program Merchant Guide is incorporated by reference into the Agreement and is available at www.americanexpress.ca/merchantguide. Merchant will comply with the terms of the American Express Merchant Operating Guide or American Express Program Merchant Guide, as applicable.

2. Except as set forth herein, the terms of this Schedule supplement, rather than displace, the terms of the remainder of the Agreement. To the extent there is any direct conflict between the terms of this Schedule and the Agreement, the terms of this Schedule will govern solely with respect to the Merchant's acceptance of American Express Cards and solely to the extent necessary to resolve the conflict.

3. Merchant authorizes Elavon to submit American Express transactions to, and receive settlement from, American Express on behalf of Merchant.

4. Merchant acknowledges and agrees that (i) Elavon may disclose American Express Transaction Data (which for purposes of this Schedule will have the same definition as "Transaction Data" in the American Express Merchant Operating Guide), Merchant Data (as defined below), and other information about Merchant to American Express, (ii) American Express may use such information to perform its responsibilities in connection with the American Express Public Sector Program, promote the American Express Network, perform analytics and create reports, and for any other lawful business purpose, including marketing purposes and important transactional or relationship communications from American Express, and (iii) American Express may use the information obtained in the application at the time of setup to screen and monitor Merchant in connection with American Express Card marketing and administrative purposes. For purposes of this Schedule, "Merchant Data" means names, postal and email addresses, tax ID numbers, names and social security numbers of the authorized signer of Merchant and similar identifying information about Merchant.

5. To opt into the American Express-related marketing communications, Merchant may contact Elavon as described in the Agreement.

6. Merchant will not assign to any third party any American Express-related payments due to it under the Agreement, and all indebtedness arising from American Express Charges (as defined below) will be for bona fide sales of goods and services (or both) at its locations and free of liens, claims, and encumbrances other than ordinary sales taxes; provided, however, that Merchant may sell and assign future American Express Transaction receivables to Elavon, its affiliates, or any other cash advance funding source that partners with Elavon or its affiliated entities, without consent of American Express.

7. Merchant agrees that American Express will have third party beneficiary rights, but not obligations, to enforce the Agreement against Merchant to the extent applicable to American Express processing. Termination of American Express card acceptance will have no direct or indirect effect on Merchant's rights to accept other card brands. To terminate American Express acceptance, without penalty, Merchant may contact Elavon customer service as described in the Agreement.

8. Without limiting any other rights provided herein, Elavon will have the right to immediately terminate Merchant's acceptance of American Express Cards upon request of American Express or if Merchant breaches any of the requirements herein or the American Express Merchant Operating Guide or American Express Program Merchant

Guide, as applicable.

9. If Merchant desires to accept American Express Cards in conjunction with Government/Public Institution Service Fees ("GPISF"), only the following MCCs are eligible: 8211, 8220, 8244, 8249, 9211, 9222, 9311, 9399.

10. **Additional Definitions**. As used in this Schedule, the capitalized terms set forth below will have the following definitions:

"**American Express Charges**" means a payment or purchase on an American Express Card.

"**American Express Card**" means (i) any Card, account access device, or Payment Device or service bearing American Express or American Express Affiliate's Mark and issued by an Issuer or (ii) the unique identifying number that the Issuer assigns to the American Express Card when it is issued.

"**American Express Merchant Operating Guide**" means the Merchant Operating Guide published by American Express containing the rules and regulations of American Express applicable to the American Express Acceptance Program in the United States, together with all technical specifications, documentation, and other policies or procedures incorporated therein and currently located at http://www.americanexpress.com/merchantopguide, as amended from time to time.

"**American Express Program Merchant Guide**" means the Merchant Operating Guide published by American Express containing the rules and regulations of American Express applicable to the American Express Acceptance Program in Canada, together with all technical specifications, documentation, and other policies or procedures incorporated therein and currently located at http://www.americanexpress.ca/merchantguide. as amended from time to time.