

STATE OF ALASKA

BILATERAL AMENDMENT TO STANDARD CONTRACT FORM Goods and Non-Professional Services

1. Agency Contract Number	2018-0400-3944
2. Contract Title	Merchant Card Processing Contract
3. Optional Renewal?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4. Financial Coding	N/A
5. Agency Assigned Encumbrance Number	N/A
6. Amendment No.	Two

This Amendment ("Amendment") to the Standard Contract Form is between the State of Alaska Department of Revenue, ("State") and U.S. Bank National Association ("Contractor"). The Appendices and all attachments to the Standard Contract Form are collectively referenced herein as the "contract."


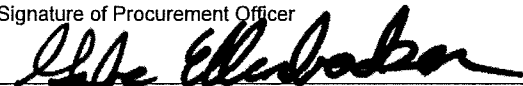
7. Department of Revenue, State of Alaska				
8. Contractor Wells Fargo Bank, National Association				
Mailing Address	Street or P.O. Box	City	State	ZIP Code
1500 Broadway	#T3203-025	Lubbock	TX	79401-0001

9. This Amendment Serves To:

- a. Update the pricing matrix, Appendix D, to include services for Wells Fargo Data File Manager
- b. Include in the contract an addendum related to 'Data File Manager Pricing'
- c. Update ARTICLE 2, the order of precedence, as follows:

ARTICLE 2. Performance of Contract and Order of Precedence: 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:

- 2.1 Appendix A (General Conditions), Items 1 through 19, govern contract performance.
- 2.2 Appendix B1 sets forth the liability and insurance provisions of this contract.
- 2.3 Appendix C sets forth the scope of work/services to be performed by the contractor.
- 2.4 Appendix D – Payment for Services
- 2.5 Appendix E – RFP 2018-0400-3944 issued by the Department of Revenue (except for Wells Fargo exceptions to RFP 2018-0400-3944 in Contractor's proposal)
- 2.6 Appendix F – Proposal submitted by Wells Fargo Bank, N.A. on October 1, 2018
- 2.7 Appendix G – Wells Fargo Merchant Services Program Guide
- 2.8 Appendix H – Wells Fargo Master Agreement for Treasury Management Services
- 2.9 Appendix I – Special Provisions Regarding Clover Service
- 2.10 Appendix J – Data File Manager Pricing Addendum

10. CONTRACTOR	11. CONTRACTING AGENCY
Name of Firm Wells Fargo Bank, National Association	Department/Division Revenue/Treasury
Signature of Authorized Representative 	Signature of Procurement Officer 
Typed or Printed Name of Authorized Representative Brennan K. Church	Typed or Printed Name of Procurement Officer Gabe Ellenbecker
Date 6/23/2020	Date 6/15/20

**APPENDIX D
PAYMENT FOR SERVICES**

Contractor shall settle transactions to a financial institution, as directed by the State. Contractor guarantees the processing and receipt of all settlement funds due and owing as a result of merchant card activity under the Agreement (as described in the Wells Fargo Merchant Services Program Guide), provided all applicable rules have been followed and in accordance with the terms of this Agreement. The gross amount of all sales transactions shall be transmitted to the State's bank account. Subject to the terms of the Agreement, transmission of funds to the State's bank account will be within two business days after the sales data has been properly transmitted to Contractor. Interchange and processing fees shall be settled separately from sales transactions. Interchange, processing fees, and applicable equipment fees shall be settled by Contractor on a monthly basis within five business days after month end, unless the transaction has been conveyed to and is being settled by another card organization. All other fees or charges will be settled as they occur. Settlement of all sales and fee transactions will be made by Automated Clearing House (ACH) transaction.

This section is not intended to cover new products, new reporting offerings, new types of cards, or any new services that are not currently utilized by the State. If the State requests Contractor to provide new or other services for which Contractor normally assesses a charge, and those charges are not disclosed in Appendix D, the Fee Schedule, Contractor need not perform the service until it and the State agree on the charge to be assessed. Contractor may not charge for the service if it performs the service prior to the State agreeing to a charge.

All charges included in the Fee Schedule are fixed for the term of the contract. Contractor may change the interchange and assessment charges upon notification by an association, and by providing advance notice of the changes to the State.

Total compensation to Contractor under this Appendix D of the agreement shall not exceed the amount authorized on the Standard Contract Form.

FEE SCHEDULE

ITEM DESCRIPTION	OCCURRENCE	RATE/FEE
<u>Transaction Processing Fee</u>		
Merchant Discount Rate (VISA, MasterCard, Discover)	Dollar Volume	0.0178%
Merchant Processor Fee (VISA, MasterCard, Discover)	Per Transaction	NC
VISA Network Access and Brand Usage Fee	Per Transaction	Pass-through
VISA Interchange Percentage	Dollar Volume	Pass-through
VISA Interchange Fee	Per Transaction	Pass-through
VISA Assessment Fee	Per Transaction	Pass-through
VISA Settlement Fee	Per Transaction	Pass-through
MasterCard Network Access & Brand Usage Fee	Per Transaction	Pass-through
MasterCard Interchange Percentage	Dollar Volume	Pass-through
MasterCard Interchange Fee	Per Transaction	Pass-through
MasterCard Assessment Fee	Per Transaction	Pass-through
MasterCard Settlement Fee	Per Transaction	Pass-through
American Express Network Access Fee	Per Transaction	Pass-through
American Express EDC Authorization	Per Transaction	N/A
American Express EDC Capture	Per Transaction	N/A
Discover Network Access Fee	Dollar Volume	Pass-through
Discover EDC Authorization	Per Transaction	N/A

ITEM DESCRIPTION	OCCURRENCE	RATE/FEE
Security Swap Fee of PIN Debit device (For PIN Pads already owned by the State)	Per Terminal	\$10.00
<u>Other Transaction Fees</u>		
Tokenization and Encryption	Per Transaction	NC
Address Verification	Per Transaction	\$0.01
Voice Authorization	Per Transaction	\$0.50
Charge Backs	Per Transaction	\$5.00
Refunds	Per Transaction	NC
<u>Other Items</u>		
Non-Validation PCI Compliance Fee	Per Merchant / Month	\$25.00



Wells Fargo Merchant Services Data File Manager Pricing Addendum

Business Legal Name: State of Alaska
Merchant Account Number(s): Corp #226960636992
Date: May 12, 2020

Per your request, we are updating your account to include Data File Manager Fees to your account(s) listed below. The fees associated will be assessed for the Merchant Account Number(s) listed above. All one time fees will be billed in the month after the service is activated.

Additional Terms and Conditions

- Client has requested access to certain detailed information including without limitation, full or truncated credit card number, expiration date, Address Verification System (AVS) response, CIN response, and information about the order, including items being purchased, dollar amounts, shipping service purchased (Overnight, 2 day, ground).
- Client hereby assumes any and all liability and responsibility for ensuring the data retrieved from Sterling File Gateway mailbox is transmitted to and deposited onto Client's computing environment in a manner which is compliant with data security and PCI-DSS requirements.
- Client shall notify Servicers and hereby agrees to include any third party services they utilize to review or provide the data to within the scope of Client's PCI-DSS assessments.

Fee Description	Fee Amount
Set-Up Fee - Data File Manager ¹	\$2,500.00 one-time fee
Monthly Fee - Data File Manager (fee for daily raw data files) ²	\$165.00 per user per month
Run Now On-Demand File Over 8 Gigabytes (GB) - Data Manager (DFM) ³	\$750.00 per user per month

¹ This is a one-time fee that applies to the initial set-up of a Sterling File Gateway mailbox used for the delivery of Data File Manager reports. This fee will be assessed only if Client does not have a Sterling File Gateway mailbox.

² This fee is not applicable to Run Now On-Demand Files.

³ This is a per user monthly fee that applies when the total size of a user's Run Now Data Files requested in given month is 8 GB or more. This fee only applies when your Run Now On-Demand File (excluding daily raw data files) is 8 GB or more.

The above described pricing constitutes an amendment to the Agreement and such pricing shall be effective as of the date of this *Data File Manager Pricing Addendum* is signed by you below. If you have any questions about these fees, please contact your Wells Fargo account manager. If this *Data File Manager Pricing Addendum* is not signed, this *Data File Manager Pricing Addendum* expires sixty (60) days from the date stated above.

Any applicable fees or costs not specifically mentioned above remain the same and in full force and effect. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect; provided however, that if any term or condition of the Agreement conflicts with or is inconsistent with any term or condition of this *Data File Manager Pricing Addendum*, the terms and conditions of this *Data File Manager Pricing Addendum* shall govern, prevail, and control. All references to the Agreement shall include this *Data File Manager Pricing Addendum*.

By signing below, I acknowledge and agree to the addition of *Data File Manager Services* to the Agreement.

Merchant signature:  Date: 6/15/20

Printed name: Gabe Ellenbecker Title: Accountant IV