



Schedule A to Merchant Agreement

Credit Assumptions			
Transaction - Related Assumptions			
Annual Payment Transaction Volume	2,534,380	Average Transaction Amount	\$130.00
1. Processing Fees - (Fees applied to every transaction)			
Transaction Fees & Authorization Fees			
Rate	Visa Settled Transactions		0.0175%
	MasterCard Settled Transactions		0.0175%
	American Express Conveyed Transactions		0.0175%
	Diners Settled Transactions		0.0175%
	Discover Settled Transactions		0.0175%
	JCB Settled Transactions		0.0175%
Per Auth	Visa Authorizations		\$0.0200
	MasterCard Authorizations		\$0.0200
	American Express Authorizations		\$0.0200
	Diners Authorizations		\$0.0200
	Discover Settled Authorizations		\$0.0200
	JCB Authorizations		\$0.0200
2. Per Incidence Fees - charged every time your account incurs one of the below items			
Per Incidence Fees - Authorization & Voice Authorization Related			
Visa Auth Reversal - Visa authorization reversal misuse prevention			\$0.0200
MC Auth Reversal - MasterCard authorization reversal misuse prevention			\$0.0200
Audio Response Unit Authorization - Charged when voice auth is handled by automated system			\$0.5000
Voice Authorization - Charged when you call the Voice Auth phone number to authorize a credit card			\$0.6500
Voice AVS Request - Charged to speak to voice operator for each Voice Address Verification request			\$0.6500
Voice Authorization Reversal - Charged for each voice authorization reversal			\$0.6500
Voice AVS Authorization - Charged per each voice Address Verification Service authorization			\$1.75
Voice Operator Assist - Charged for each voice operator assistance			\$1.75
Per Incidence Fees - Chargeback Related			
Visa or MasterCard Chargeback/Dispute Fee			\$5.00
Diners Settled Chargeback/Dispute Fee			\$5.00
Discover Settled Chargeback/Dispute Fee			\$5.00
JCB Chargeback/Dispute Fee			\$5.00
Visa or MasterCard Re-presentment Dispute Response Fee			\$5.00
Diners Settled Re-presentment Dispute Response Fee			\$5.00
Discover Settled Re-presentment Dispute Response Fee			\$5.00
JCB Chargeback Re-presentment Dispute Response Fee			\$5.00
Visa or MasterCard Pre-Arbitration & Compliance Dispute Denied			\$5.00
Diners Pre-Arbitration & Compliance Dispute Denied			\$5.00
Discover Pre-Arbitration & Compliance Dispute Denied			\$5.00
JCB Pre-Arbitration & Compliance Dispute Denied			\$5.00
Visa or MasterCard Collection Letter			\$5.00
Diners Collection Letter			\$5.00
Discover Collection Letter			\$5.00
JCB Collection Letter			\$5.00
Per Incidence Fees - Funding Related			
ACH Transfer Fee - Charged for each ACH (transmission of funds) sent to your account			No Charge
Wire Transfer Fee - Per each funding via wire transfer			\$10.00
Per Incidence Fees - Miscellaneous Transaction Related			
Rejected Transaction			\$0.0200
Paymentech Gateway Transaction			\$0.0200
Hosted Pay Page Transaction			\$0.0500
NetConnect Transaction			No Charge
Point of Sale Terminal Item Authorized			\$0.0200
Point of Sale Terminal Item Authorized Wireless			\$0.0200
Point of Sale Terminal Item Authorized TCP/IP			\$0.0200
Point of Sale Terminal Item Authorized Special/Misc.			\$0.0200
Point of Sale Terminal Item Authorized Frame Relay			\$0.0200
Point of Sale Terminal Item Authorized Lease Line			\$0.0200
Point of Sale Terminal Item Authorized Netconnect TCP/IP			\$0.0200
Point of Sale Terminal Item Deposited			No Charge
Point of Sale Terminal Reject Transaction			\$0.0200

Merchant Name: Texas A University System

3. One Time and Periodic Fees		
One Time Fees		
Not Applicable		N/A
Monthly Fees		
Network Access Monthly Fee (per terminal per month)		No Charge
4. Other Fees		
Per Incidence Fees – Statement & Supply Related		
Monthly Fax/Mail Reporting Fee - Charged each month Paymentech faxes or mails statements (whether at the request of Merchant or because delivery to a valid email address has failed)		No Charge
Postage, Supplies, Equipment & Other Services – service fees will be charged at the time of order		Current Market
5. Payment Brand Fees – Assessed on each transaction. The Payment Brands assess fees on each transaction processed through their network(s). These fees, generically referred to herein as Payment Brand Fees, consist of interchange fees, assessments, data usage fees, and access fees.		
Payment Brand Fees - Interchange Fees. Paymentech will pass through to merchant an amount equal to the applicable interchange rate established by the Payment Brands		
Visa	Pass-Through	
MasterCard	Pass-Through	
Diners	Pass-Through	
Discover Settled	Pass-Through	
JCB	Pass-Through	
Payment Brand Fees – Assessments. Paymentech will Pass through to merchant an amount equal to the applicable assessment rate established by the Payment Brands. For your convenience, the current assessment rates are set forth below.		
Visa Assessments - Debit Transactions	0.130%	
Visa Assessments - Credit Transactions	0.140%	
MasterCard Assessments (Credit transactions < \$1,000.00 and all Debit transactions)	0.130%	
MasterCard Assessments (Credit transactions > \$1,000.00)	0.140%	
Discover, Diners, & JCB Assessments	0.130%	
Payment Brand Fees - Data Usage Fees		
Visa Domestic Sales Auth (APF) (Charged per Authorization & per Refund)	Credit	Debit
	\$0.0195	\$0.0155
Visa Intl Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0395	\$0.0355
MasterCard Network Access and Brand Usage (NABU) Fee (Charged per Authorization and per Refund)	\$0.0195	\$0.0195
Discover, Diners, & JCB Card Data Usage Fee	\$0.0195	\$0.0195
Visa Financial Transaction Fee	\$0.0018	
VI Reporting & Data Transfer	\$0.0002	
MC Reporting & Infrastructure	\$0.0003	
MC Connectivity Fee ³	\$0.0014	

Merchant Name: Texas A University System

Payment Brand Fees – Access Fees. Paymentech will “Pass through” to merchant an amount equal to the applicable access fee/rate established by the Payment Brands. For your convenience, the current access fees/rates are set forth below.		
MC Acquiring License Fee ²	Charged on MasterCard Gross Sales volume. See Additional Information under Payment Brand Fees below.	0.004%
MC Digital Enablement/Card Not Present Fee	Charged on MasterCard Card Not Present Gross Sales volume.	0.010%
MC Humanitarian Program Fee	Applies to transactions qualifying at the MasterCard Humanitarian card interchange category. When this fee applies, other MC Payment Brand fees will be waived.	0.250%
American Express Opt Blue Card Not Present Fee	Charged on American Express Card Not Present Gross Sales volume.	0.300%
American Express Opt Blue Application-initiated Fee	Charged on American Express transactions initiated by a digital wallet application.	0.300%
Discover, Diners, or JCB Network Authorization Fee	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network	\$0.0025
MC Auth Access Fee – AVS Card Present	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address	\$0.0100
MC Auth Access Fee – AVS Card not present		\$0.0100
MC Card Validation Code 2 Fee	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request	\$0.0025
MC SecureCode Transaction Fee	Charged on MasterCard SecureCode transactions that are sent for verification	\$0.0300
MC Account Status Fee - Intra-regional	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid	\$0.0250
MC Account Status Fee - Inter-regional		\$0.0300
Visa Zero \$ Acct Verification Fee		\$0.0250
MC Processing Integrity Fee - Pre Authorization	Charged when a card is authorized but not deposited and the authorization is not reversed in a timely manner. *the minimum fee amount for a Final Authorization is \$0.04	
Pre Authorization		\$0.0450
Final Authorization*		0.250%
Visa Misuse of Authorization Fee		\$0.0930
Visa Zero Floor Limit Fee	Charged when a transaction is deposited but never authorized	\$0.2000
Visa Transaction Integrity Fee - Credit	Charged on Visa transactions that do not meet qualification standards for Custom Payment Service (CPS) categories.	\$0.1000
Visa Transaction Integrity Fee - Debit/Prepaid		\$0.1000
MC Ineligible Chargeback Blocking Fee	Charged when a fraud related Chargeback is blocked by MasterCard.	\$3.00
MasterCard Cross Border Assessment Fee	Charged by MasterCard, Visa, American Express, Discover, Diners and JCB on foreign bank issued cards	0.600%
Visa International Service Assessment Fee		1.000%
Discover, Diners, & JCB International Service Fee		0.800%
MC International Support Fee	Additional fee charged by Visa, MasterCard, Discover, Diners and JCB on foreign bank issued cards	0.850%
Visa Interregional Acquiring Fee (IAF) (other MCCs)		0.450%
Visa Interregional Acquiring Fee (IAF) (high risk MCCs)		0.900%
Discover, Diners, & JCB International Processing Fee		0.500%
Visa Partial Auth Non-Participation Fee	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization.	\$0.0100
MC Global Wholesale Travel Transaction Program B2B Fee	Applies to Travel merchants for transactions qualifying at the MasterCard Commercial Business-to-Business Interchange category.	1.570%
Visa Global B2B Virtual Payment Service Fee	Applies to Travel merchants for transactions qualifying at the Visa Global B2B Virtual Payments interchange category.	1.550%
MC Freight Program Fee	Applies to Freight transactions qualifying at the Freight Program Interchange category	0.500%
6. Periodic Fees		
Monthly Fees		
Visa Fixed Acquirer Network Fee - Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa per tax ID based on Merchant Category Code (MCC), dollar volume, number of merchant locations, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.		Pass-Through
MasterCard Merchant Location Fee – MasterCard Merchant Location Fee of \$1.25 will be applicable for each month with \$200.00 or more in MasterCard volume. This fee will be assessed quarterly based on the previous 3 months activity.		\$1.25

1. Payment Brand Fees

A substantial amount of the fees that we charge for processing Transactions consists of charges that we must pay to the Payment Brands and card issuing banks (or that are otherwise charged to us by the Payment Brands and card issuing banks) under the Payment Brand Rules. These charges (collectively referred to in this Schedule A as "Payment Brand Fees") include, but are not limited to, interchange, assessments, file transmission fees, processing fees, network access fees, and cross border fees. Whether a particular Payment Brand Fee applies is based on several factors, like the type of Payment Instrument presented, specific information contained within the Transaction, how and when the Transaction is processed, and the merchant's domicile and industry.

Please note that Paymentech, LLC ("Chase") may, from time to time, elect not to charge you for certain existing, new or increased Payment Brand Fees. If we elect not to charge you, we still reserve the right to begin charging you for existing, new or increased Payment Brand Fees at any time in the future, upon notice to you. No such Payment Brand Fees will be imposed retroactively.

Additional information about significant Payment Brand Fees (Interchange and Assessments), can be found at:
<https://merchantservices.chase.com/support/managing-your-account/interchange-and-assessment-understanding>

2. In some cases, it is not possible to allocate the associated expenses from the payment networks directly to transaction counts or volume, so Chase Merchant Services produces a rate that is based on the associated expense from the payment networks and applies that expense accordingly.

*MasterCard assesses the MasterCard Acquiring License Fee annually to each Acquirer based on the total annual volume of MasterCard-branded sales (excluding Maestro PIN debit volume) of its U.S. domiciled merchants. To fairly distribute the fee across all Paymentech MasterCard-accepting merchants, a rate of .004% will be applied to all of your MasterCard gross sales transactions.


3. In some cases, it is not possible to allocate the associated expenses from the payment networks directly to transaction counts or volume, so Chase Merchant Services produces a rate that is based on the associated expense from the payment networks and applies that expense accordingly.

In light of the foregoing, the parties have agreed that Merchant shall pay Paymentech ("Chase") a fee in the amount stated above for each transaction submitted under this Agreement. Such fee shall be deemed to be the file transmission fee imposed by MasterCard on each transaction for all purposes of this Agreement, and Paymentech ("Chase") may change the amount of such fee in accordance with the terms of this Agreement in the event MasterCard changes the amount or calculation of its file transmission fee.

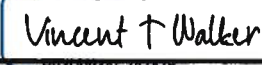
Amount due upon Termination

In addition to the other amounts due under this Agreement (including without limitation, the fees and charges described in this Schedule A), you may owe an amount in the event you terminate this Agreement. Whether you will owe that amount, and how much you will owe, will be determined in accordance with the terms of the Agreement, including, without limitation, the "Termination" section.

Agreed and Accepted by:

Texas A&M University System Merchant Legal Name	301 Tarrow, 5th Floor College Station, TX 77840 Address
Maria L. Robinson Printed Name	Chief Invest. Officer & Treasurer Title (Print of Type)
Authorized Representative Signature: X 	3/30/2021 Date

(Internal Use Only) Agreed and Accepted by:

Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A. Merchant Legal Name	8181 Communications Pkwy Plano, TX 75024 Address
Vincent T Walker Printed Name	Executive Director Title (Print of Type)
Authorized Representative Signature: DocuSigned by: X 	7/12/2021 Date



Schedule A - Electronic Check (eCheck)

Electronic Check (eCheck) Assumptions

Transaction - Related Assumptions (All eCheck transactions from all divisions and subsidiaries will be processed by Paymentech)

Annual eCheck Transactions	10,000	Avg eCheck Transaction Amount	\$100.00
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1. Common Transaction Types

Transaction Fees & Authorization Fees

eCheck Validation (Online Only)

This fee is assessed when using a 'Validate Only' action code and when the transaction passes Validation. Validation includes format and data edit checks bank routing number checks and comparison to Paymentech proprietary internal negative file. Note: Validation also occurs with every deposit transaction in batch at no charge.	\$0.05
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eCheck ACH Transaction

This fee is assessed for successfully deposited eCheck transactions indicating the bank account has been successfully debited or credited.	\$0.05
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eCheck Prenote Transaction

This fee is assessed when a prenote transaction is run which is a zero dollar transaction that determines whether the account number information is valid.	\$0.05
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eCheck Redeposit Transaction

This fee is assessed when an ACH return occurs and the merchant has authorized Paymentech to resubmit the item to the ACH network. Only transactions returned for insufficient or uncollected funds can be resubmitted.	\$0.05
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eCheck ECP Deposit Check (Facsimile Draft) Deposit

Paper (Facsimile) Drafts are created when a transaction is not eligible for ACH processing. The transaction is sent to the bank outside of the ACH network.	\$2.50
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eCheck Redeposit Paper Draft

This fee is assessed when a paper return occurs and the merchant has authorized Paymentech to resubmit the item through the banking system (e.g. NSF Returns / Uncollected Funds).	\$2.50
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2. Per Incidence Fees

Per Incidence Fees -- Returns ACH Fees/Dishonored Return Fees

ACH Return/ACH Dishonored Return Processed/Represented

This fee is assessed every time an item which has been presented for deposit into the ACH network is returned by the RDFI (consumer bank) or when Paymentech dishonors a late return originally initiated from the RDFI.	No Charge
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eCheck Notification of Change

This fee is assessed when Paymentech receives a change notice from RDFIs (consumer's bank) on bank format changes (Routing/Account Number). This information is conveyed back to our clients as a NOC when an old or previous Routing/Account Number is used. This is particularly important for clients who store consumer profiles.	No Charge
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Deposit Matching

This fee is assessed whenever a transaction that is submitted with old routing/bank account information is updated by our NOC system with the corrected bank information. The system updates are based on Notification of Changes that have been stored in our NOC database.	No Charge
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Facsimile Draft Return/Dishonored Paper Return Processed/Represented

This fee is assessed for those items which have been presented to the RDFI as Paper Drafts but have been returned or when Paymentech dishonors a late return.	No Charge
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Per Incidence Fees -- Miscellaneous Transaction Related

eCheck Reject Fee

Submitted transactions are validated prior to deposit. If the transaction fails validation this fee is charged instead of the eCheck ACH Transaction fee.	\$0.05
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3. Other Fees

Per Incidence Fees

eCheck ACH Unauth Entry Fee

This is a mandatory pass through fee used to compensate the issuing banks involved in processing all unauthorized returns through the ACH network; R05, R07, R10, R29, R51. This fee is assessed to each unauthorized return received daily as set forth by the ACH network and is a non-negotiable rate.	\$4.50
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Agreed and Accepted by:

Texas A&M University System	301 Tarrow, 5th Floor
Merchant Legal Name	College Station, TX 77840
	Address
Maria L. Robinson	Chief Invest. Officer & Treasurer
Printed Name	Title (Print of Type)
Authorized Representative Signature:	

Rev 012921

Internal Paymentech Use Only:

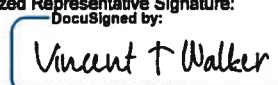
Paymentech Contract No:

Page 1 of 2

Date: 3/18/2021

x		<u>3/30/2021</u>
	Signature	Date

(Internal Use Only) Agreed and Accepted by:

Paymentech, LLC for itself and on behalf of JPMorgan Chase Bank, N.A. Merchant Legal Name	8181 Communications Pkwy Plano, TX 75024 Address
Vincent T Walker Printed Name	Executive Director Title (Print of Type)
Authorized Representative Signature: DocuSigned by: x  Signature	7/12/2021 Date



J.P.Morgan

**ELECTRONIC CHECK PROCESSING AMENDMENT TO
SELECT GOVERNMENT MERCHANT PAYMENT CARD PROCESSING AGREEMENT**

MERCHANT NAME: The Texas A&M University System

This Electronic Check Processing Amendment to the Select Government Merchant Payment Card Processing Agreement (the "Amendment") amends and attaches to the Select Government Merchant Payment Card Processing Agreement, dated as of the Effective Date of the Agreement, as may have been amended (the "Agreement"), between Paymentech, LLC or its predecessor in interest ("Paymentech"), for itself and on behalf of JPMorgan Chase Bank, N.A. a national banking association ("Member"), and the merchant(s) whose signature(s) appear below (all merchants hereto collectively referred to herein as "Merchant"). This Amendment is dated as of the date last signed below (the "Effective Date"). Except as otherwise defined herein, capitalized terms used herein shall have the meaning assigned to them in the Agreement. All references to section numbers herein shall refer to the corresponding section of the Agreement. To the extent that any conflict or inconsistency exists between the terms of this Amendment and the Agreement, the terms of this Amendment will control.

This Amendment sets forth additional terms and conditions for the processing of ECP transactions and your receipt of ECP and related Services (as defined below).

WHEREAS, Merchant desires to honor ECP transactions, including but not limited to, ARC, CCD, POP, PPDTL, and WEB and Facsimile Draft transactions (all as defined below) in connection with the sale of goods or services to Merchant's customers, and to submit Sales Data and ECP Returns representing such transactions to Paymentech for processing; accordingly, the parties agree to the following; and;

WHEREAS, in connection with such ECP Transactions, Merchant wishes to initiate debit and credit entries by means of the Automated Clearing House network pursuant to the terms of this agreement and the rules of the National Automated Clearing House Association ("NACHA"), and Paymentech is willing to act as the third party sender with respect to such entries.

WHEREAS, Merchant acknowledges having or having access to a copy of the NACHA operating rules and guidelines, including any amendments or other changes thereto (the "NACHA Rules"). The NACHA Rules may be purchased at www.nacha.org under the publications tab.:

1. DEFINITIONS. The following terms, when used in this Amendment, shall have the meanings hereinafter set forth:

ACH is an electronic debit or credit to or from Merchant's Settlement Account as authorized by this Amendment or the Agreement; or an electronic debit or credit to a consumer's bank account as authorized by an agreement between the Merchant and the Customer which represents a sale or lease of goods, services or both to the consumer.

ARC (Account Receivable) is a Single Entry ACH debit initiated by an Originator to the account of a Receiver based on an eligible source document provided to the Originator by the Receiver (check writer) (1) via the U.S. mail or delivery service, (2) at a dropbox location, or (3) in person for payment of a bill at a manned location..

Authorization means, with respect to an ECP transaction, the authorization of all entries to a Customer's account given by the Customer to Merchant. The Authorization must be obtained by Merchant in a manner and form consistent with applicable laws and regulations pertaining to consumer authorizations and applicable NACHA Rules, the Electronic Fund Transfer Act of 1978 and Federal Reserve Regulation E, as each has been amended from time to time, and, where required thereby, must be in writing or similarly authenticated by the consumer. Authorization is required for all ECP and ACH transactions, both recurring and non-recurring. The authorization must be readily identified as an ACH debit authorization and must clearly and conspicuously state its terms for an ACH transaction. The authorization for a Facsimile Draft must be readily identifiable as a Facsimile Draft authorization.

CCD (Corporate Credit or Debit) is a debit or credit entry used to facilitate business-to-business (B2B) ACH payments.

Customer shall have the meaning set forth in the Agreement, but shall also include any account holder that provides Authorization to debit or credit the Customer's account in connection with the sale of goods, services or products provided by Merchant, whether an individual or business entity.

ECP means electronic check processing (sometimes referred to as eCheck) which are ACH or Facsimile Draft transactions sent by Merchant to Paymentech for the purposes of debiting or crediting Customer bank accounts.

ECP Return is the reversal of an amount for which Merchant has previously presented as an ECP transaction, as the result of (i) a Notification of Change or (ii) initiated by the consumer's bank at the request of the consumer or may be caused due to invalid account data, insufficient funds at the receiving institution or (iii) any reason allowed by Federal Reserve Regulations or NACHA Rules pertaining to the ACH system.

Facsimile Draft means a remotely created check as defined in Federal Regulation CC and is generated from Sales Record created by Paymentech upon request from Merchant when the transit/routing number has been identified as ineligible for ACH processing or.

**ELECTRONIC CHECK PROCESSING AMENDMENT TO
SELECT GOVERNMENT MERCHANT PAYMENT CARD PROCESSING AGREEMENT
(continued)**

MERCHANT NAME: The Texas A&M University System

User Guide means any documentation or guide provided by Paymentech to Merchant relating to ECP transactions and Paymentech's technical and other requirements Merchant must comply with to enable processing of the ECP transactions hereunder, which may be amended from time to time by Paymentech.

NACHA means the National Automated Clearing House Association which is an organization that establishes and controls the Rules under which financial institutions may process ACH transactions.

Notification of Change is a non dollar transaction sent to Paymentech by the receiving financial institution which advises that the data contained in the original ECP transaction was either incorrect or has been changed. The Notification of Change provides the corrected data to enable the processing of the corrected ECP transaction.

POP (Point of Purchase) means an ACH single entry debit that has been converted from a Customer's check provided at the point-of-purchase.

PPD (Prearranged Payment and Deposit) is a credit or debit ACH entry originated by an organization to a consumer's account, based on standing or single-entry authorization from that consumer. PPD entries can be used for both recurring and non-recurring payments,

Prenote means a zero dollar transaction sent through the ACH network by Paymentech at the request of a Merchant to a Customer's bank for the purpose of verifying the accuracy of the Customer's account data. It has the same information (with the exception of the dollar amount and transaction code) that will be carried on subsequent entries. Prenotes are optional to the Merchant and Merchant shall be charged for such service in accordance with the ECP Pricing Schedule to the Agreement, attached hereto. Merchant must wait three (3) Business Days prior to processing a sales transaction after the settlement date of the Prenote.

Regulation E is drafted by the Board of Governors of the Federal Reserve System and implements the Electronic Fund Transfer Act (15 U.S.C. § 1693 *et seq.*).

Sales Data means, in connection with an ECP transaction, all documents or data presented to Paymentech as evidence of a sale or lease of goods, services or both (as represented on your Application) to a Customer or any refund or price adjustment made through the use of an ECP transaction, and references in the Agreement to "Transaction Data" as defined therein shall apply in equal measure, in connection with an ECP transaction, to Sales Data as defined in this Amendment.

TEL (Telephone) initiated Entries are consumer debit transactions. The Nacha Operating Rules permit TEL entries when the Originator obtains the Receiver's authorization for the debit entry orally via the telephone.

Transaction shall have the meaning set forth in the Agreement, but shall include any ECP transaction.

Validation is the automatic process by which Paymentech determines if the Sales Data, Refund or Prenote presented are capable of being processed through the Federal Reserve System.

WEB (Internet Initiated/Mobile Entries) are debit entries initiated pursuant to an authorization that is obtained from the account holder via the Internet or a wireless network.

2. **APPLICABILITY OF MERCHANT AGREEMENT.** Unless otherwise indicated in this Amendment, capitalized terms in this Amendment have the meanings set forth in the Agreement. The terms and conditions of this Amendment apply to all ECP transactions processed pursuant to this Amendment. Unless expressly contradicted by this Amendment, all terms of the Agreement shall also apply to the processing of ECP transactions. Without in any way limiting the generality of the foregoing, (i) all of Paymentech's rights and remedies under the Agreement with respect to Transactions (including in certain instances the right to terminate the Agreement, suspend payment of funds, or require the maintenance of a Reserve Account) shall apply in equal measure to ECP transactions, (ii) all provisions of the Agreement relating to Chargebacks (including all of Paymentech's rights and remedies, and all of Merchant's liabilities, obligations and duties with respect thereto) shall also apply to all ECP Returns. It is agreed that the ECP transactions shall be processed on a non-exclusive basis.

**ELECTRONIC CHECK PROCESSING AMENDMENT TO
SELECT GOVERNMENT MERCHANT PAYMENT CARD PROCESSING AGREEMENT
(continued)**

MERCHANT NAME: The Texas A&M University System

3. PROCESSING AND PAYMENT.

- 31** Merchant hereby agrees to present its ECP transactions for processing during the term of the Agreement to Paymentech and to pay Paymentech all fees as set forth in the Pricing Schedule to the Agreement or this Amendment, or as otherwise set forth in this Agreement, all in accordance with the terms set forth and our other specifications, codes and requirements as set forth in this Amendment and the User Guide or otherwise provided to you. Paymentech may change these fees from time to time by giving notice of the change to you. Paymentech agrees to process all transactions conditionally upon Merchant's payment of fees and compliance with the terms of this Amendment.
- 32** Merchant shall present Sales Data for ECP transactions to Paymentech in the manner and within the time specified in the Agreement. All such presented transactions must be supported by a previously obtained Authorization, if required, from the Customer. Sales Data shall be presented in a manner and format acceptable to Paymentech. Paymentech shall deliver to a participant in the Federal Reserve System data representing such Sales Data that pass the Validation process in a timely manner allowing for the initiation of an ECP transaction to the Customer's bank account. Paymentech shall not process any ECP transaction that does not pass the Validation. Paymentech shall report to Member those ECP transactions that fail the Validation process and Merchant hereby authorizes such reporting by Paymentech.

4. VALIDATION.

- 41** All ECP transactions and Prenotes transmitted to Paymentech for processing must go through Paymentech's internal Validation process. ECP transactions that cannot be Validated using this process will not be processed by Paymentech. Paymentech shall exercise reasonable efforts to provide accurate and reliable Validation information; however, Paymentech does not guarantee the accuracy or availability of that information. There is no financial recourse or payment provided for any checks or ECP transactions that are later returned regardless of whether Validation was received by Merchant.
- 42** Merchant acknowledges that the Validation services provide information as to the likelihood that an ECP transaction may be returned. While the Validation services may be useful in reducing overall returns of ECP transactions, such services cannot reasonably be expected to accurately identify or detect every particular instance of a possible ECP return. Merchant acknowledges and agrees that obtaining a Validation response does not constitute a representation or warranty from Paymentech or its supplier(s) that a particular transaction is: (a) entered into by the actual authorized account holder; or (b) enforceable against the actual authorized account holder. Paymentech shall have no liability to Merchant for any losses or chargebacks. Furthermore, Merchant acknowledges that neither Paymentech, its suppliers, nor any of their respective affiliates, agents, representatives, suppliers, service providers, licensors, contractors or subcontractors shall be responsible in any way for any losses or damages arising from or as a result of any ECP transaction, or any ACH Return. Merchant agrees to this section to the extent permitted by the Constitution and laws of the state of Texas.
- 43** If the Validation service is ever inoperative, Merchant's sole and exclusive remedy is the retransmission of Sales Data when the services are operational again. THE VALIDATION SERVICE IS PROVIDED "AS IS" AND PAYMENTECH DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUALITY, PERFORMANCE, CONTINUOUS USE OR ERROR-FREE OPERATION. Under no circumstances shall Paymentech be liable for any losses or costs whatsoever caused, directly or indirectly, in whole or in part, by: (i) Merchant or its agents; (ii) a third party; or (iii) incorrect or incomplete Sales Data.

5. MERCHANT OBLIGATIONS AND AGREEMENTS.

- 51** Merchant agrees to be bound by and subject to the NACHA Rules, and to comply therewith. Merchant shall not, through act or omission, cause Paymentech to violate the NACHA Rules. In addition, Merchant shall comply with all applicable laws, rules and regulations governing electronic check processing, check conversion and/or the initiation of electronic debit entries (whether by ACH, Facsimile Draft, or otherwise), including, but not limited to, Electronic Funds Transfer Act of 1978, Regulation E, the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act as enacted in any state, and all Federal Reserve, Consumer Financial Protection Bureau and Federal Trade Commission regulations or requirements (including those relating to partial payment transactions originated via ECP transactions). Merchant agrees not to initiate any ECP transaction or take any action that violates any applicable NACHA Rule or applicable law, rule or regulation. Merchant agrees to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by NACHA (or other applicable network) on Merchant, Paymentech, or the originating depository financial institution utilized by Paymentech in connection with the processing of ECP transactions (the "ODFI"), as a result of your actions, omissions, or ECP transactions or ECP Returns, including without limitation, your failure to comply with the NACHA Rules (or other applicable network's rules). To the extent permitted by the Constitution and laws of the state of Texas, merchant agrees to fully indemnify and hold Paymentech harmless from any losses, costs (including attorney's fees), fines, fees resulting from any Merchant noncompliance with the NACHA Rules or any applicable laws. Paymentech specifically disclaims all liability and responsibility for Merchant's assessment of any service charges on dishonored checks.

**ELECTRONIC CHECK PROCESSING AMENDMENT TO
SELECT GOVERNMENT MERCHANT PAYMENT CARD PROCESSING AGREEMENT
(continued)**

MERCHANT NAME: The Texas A&M University System

- 52 Merchant shall obtain the appropriate consumer's Authorization prior to the initiation of any ECP transaction for such transaction and the authority to provide Customer information, including bank account information to Paymentech and, if applicable, any supplier utilized by Merchant or Paymentech as necessary to perform the services under this Amendment. It shall be the sole responsibility of the Merchant to maintain on file all such Authorizations. Merchant shall provide Paymentech, upon request, evidence of Authorizations for which Merchant has presented ECP transactions. Merchant agrees to maintain on file and make available to Paymentech evidence of compliance with all regulations pertaining to Authorizations for a period of two years from the termination or revocation of the Authorization. The provisions of this Section shall survive the termination of this Amendment and the Agreement.
- 53 Merchant represents that content of the Sales Data for each ECP and Facsimile Draft transaction is accurate, including the amount of the transaction, the account number and the financial institution's ABA number, and that the entry is timely.
- 54 Merchant will not reinitiate transactions that have not passed the Validation. Merchant also agrees not to reinitiate a transaction that has been returned to them for any other reason of return that is not allowed to be reinitiated to the Consumer as per NACHA Rules. In the event that Merchant receives a ECP Return Reason Code for R01 Insufficient Funds and/or R09 Uncollected Funds, Merchant agrees it shall not reinitiate the transaction to the Consumer more than the two times currently allowed by NACHA or as NACHA may permit in the future.
- 55 Merchant represents to Paymentech, with respect to each Facsimile Draft, that the person on whose account the Facsimile Draft was drawn authorized the issuance of such Facsimile Draft for the amount and to the payee stated on the Facsimile Draft. Merchant authorizes Paymentech to debit Merchant's account for any claim or ECP Return based upon an unauthorized Facsimile Draft and to the extent permitted by the Constitution and laws of the state of Texas merchant agrees to indemnify and hold Paymentech harmless from and against any claims, liabilities, costs and expenses (including attorneys' fees) resulting directly from any breach of the foregoing warranty.
- 56 Merchant represents that: (i) each ECP transaction it originates will comply with all applicable laws and NACHA Rules; (ii) Merchant will not originate any ECP transaction as a third party sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ECP transaction through Merchant's account under this Agreement; (iii) all ECP transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) Merchant will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of a debit or credit to a Customer's account, and will make copies thereof available to Paymentech upon request; and (v) Merchant hereby makes to Paymentech, and certifies compliance with, all warranties that Paymentech or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ECP Transaction that Merchant originates.
- 57 Any credit made to Merchant's Customer's account as a result of an ECP transaction originated by Merchant (e.g., an issuance of a refund) is provisional until the Customer's receiving depository financial institution (the "RDFI", as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from the Customer, and the Customer will not be deemed to have been paid by Merchant.
- 6. CONFIDENTIALITY.**
- 61 Merchant shall treat all information that comes to its attention in connection with this Amendment, including, but not limited to, information concerning Checks, ECP transactions, Customer's and Customer's accounts, as strictly confidential ("Confidential Information"), Merchant will prevent disclosure of Confidential Information, other than to agents and contractors for the purpose of assisting Merchant in completing an ECP transaction or as specifically required by law. You hereby authorize Paymentech to provide Merchant information to any supplier utilized by Merchant or Paymentech as necessary to perform the services under this Amendment. Each party will store all media containing Customer account numbers and other account information, including, without limitation, all Sales Data and Authorizations, and transaction agreements in an area limited to selected personnel and prior to either party discarding any material containing account information, the party will destroy it in a manner rendering all account numbers and other account information unreadable. If at any time either party determines that Confidential Information has been compromised, such party will notify the other party immediately and assist in providing notification to the proper parties as we deem necessary. The provisions of this Section shall survive the termination of this Amendment and the Agreement.
7. **Termination.** Except as provided otherwise herein, this Amendment shall remain in effect for so long as the Agreement remains in effect. In the event the Agreement shall terminate or expire for any reason, this Amendment and Paymentech's obligation to provide the services relating to ECP transactions shall also terminate. Notwithstanding the foregoing, Merchant acknowledges that Paymentech may terminate this Amendment and its provision of services hereunder at any time (i) upon thirty (30) days prior written notice to Merchant.
8. **CONTINUED EFFECT.** Unless otherwise amended by the terms of this Amendment, the terms of the Agreement shall continue in full force and effect.

[Signature page follows]

**ELECTRONIC CHECK PROCESSING AMENDMENT TO
SELECT GOVERNMENT MERCHANT PAYMENT CARD PROCESSING AGREEMENT
(continued)**

MERCHANT NAME: The Texas A&M University System

Execution of this Amendment indicates Merchant's agreement to the terms and conditions of this Amendment and to the ECP fees set forth on the ECP Pricing Schedule to the Agreement. The parties agree that, as of the Effective Date, the Agreement is hereby amended to include and incorporate the terms of this Amendment.

Agreed and Accepted by:

Texas A&M University System for itself and on behalf of all
additional entities listed in Exhibit I attached hereto
MERCHANT LEGAL NAME (Print or Type)

301 Tarrow Street 5th Floor College Station, TX 77840-7896
Legal Address (Print or Type)

By (authorized signature)

Maria L. Robinson, Chief Invest. Officer
By, Name, Title (Print or Type) and Treasurer
3/5/2021

Date

MPearce JButler Jmoore020521

Agreed and Accepted by:

PAYMENTECH, LLC, for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

DocuSigned by:

By:

Vincent T Walker

B93D083AC2A7476...

Print Name:

Vincent T Walker

Title:

Executive Director

Address: 8181 Communications Pkwy. Plano, TX 75024

Date:

7/12/2021

**ELECTRONIC CHECK PROCESSING AMENDMENT TO
SELECT GOVERNMENT MERCHANT PAYMENT CARD PROCESSING AGREEMENT
(continued)**

MERCHANT NAME: The Texas A&M University System

Exhibit 1

Prairie View A&M University
Texas A&M San Antonio Foundation
Texas A&M University System
Tarleton State University
Texas A&M AgriLife Research
Texas A&M Engineering Extension Service
Texas A&M Forest Service
Texas A&M University-Commerce
Texas A&M University – Kingsville
Texas A&M Veterinary Medical Diagnostic Laboratory
Texas A&M International University
Texas A&M Engineering Experiment Station
West Texas A&M University
Texas A&M University-San Antonio
Texas A&M Agrilife Extension Service
Texas A&M University-Central Texas
Texas A&M University-Corpus Christi
Texas A&M University System Health Science Center
Texas A&M University at Galveston
Texas A&M University – Texarkana
Texas A&M Transportation Institute
Texas A&M University
Texas Division of Emergency Management



J.P.Morgan

FEBRUARY 2021 AMENDMENT TO SELECT GOVERNMENT MERCHANT PAYMENT CARD PROCESSING AGREEMENT

MERCHANT NAME: The Texas A&M University System

This February 2021 Amendment (this "Amendment") is entered into by and between Paymentech, LLC, also known as Chase Merchant Services ("CMS"), for itself and on behalf of JPMorgan Chase Bank, N.A. a national banking association ("Chase"), and each of the merchant(s) whose signature(s) appear below (collectively, the "Merchant").

This Amendment amends and modifies that certain Select Government Merchant Payment Card Processing Agreement, dated on or about February 12, 2016, as may have been amended through the date hereof (the "Agreement"), between CMS, Chase and Merchant. This Amendment is effective as of the date last signed below. Capitalized terms used but not defined herein shall have the meaning assigned to them in the Agreement. All references to section numbers herein shall refer to the corresponding section of the Agreement. To the extent of any conflict or inconsistency between the terms of this Amendment and the Agreement, this Amendment will control.

The Agreement is hereby amended and modified as follows:

1. PRICING.

It is agreed that the fees for one or more of the services specified on your pricing schedule shall be modified in accordance with the following table. Only the fees described in "Description of Service" below are hereby modified to reflect changed fees. It is agreed that the Hosted Pay Page Transaction service shall be provided on a non-exclusive basis. All other fees in the existing Schedule A shall continue in full force and effect and are unchanged by this Amendment.

Description of Service	Fee:
Hosted Pay Page Transaction	\$0.05

2. CONTINUED EFFECT.

Except to the extent amended hereby, all terms, provisions and conditions of the Agreement are hereby ratified and shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

This Amendment shall be effective on the date on which it is fully executed (i.e. the last signature date below).

Agreed and Accepted by:

The Texas A&M University System for itself and on behalf of all additional entities listed on Exhibit I attached hereto
MERCHANT LEGAL NAME (Print or Type)

301 Tarrow Street 5th Floor College Station, TX 77840
Address (Print or Type)

By (authorized signature)

Maria L. Robinson, Chief Invest. Officer
By, Name, Title (Print or Type) and Treasurer

3/5/2021
Date

MPearce/JButler/JMoore020521

Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

DocuSigned by:

By:

Vincent T Walker
B83D083AC2A7476

Print Name: Vincent T Walker

Title: Executive Director

Date: 7/12/2021

Address: 8181 Communications Pkwy, Plano, TX 75024



J.P.Morgan

**FEBRUARY 2021 AMENDMENT TO
SELECT MERCHANT PAYMENT INSTRUMENT PROCESSING AGREEMENT****MERCHANT NAME: The Texas A&M University System****Exhibit 1**

Prairie View A&M University
Texas A&M San Antonio Foundation
Texas A&M University System
Tarleton State University
Texas A&M AgriLife Research
Texas A&M Engineering Extension Service
Texas A&M Forest Service
Texas A&M University-Commerce
Texas A&M University – Kingsville
Texas A&M Veterinary Medical Diagnostic Laboratory
Texas A&M International University
Texas A&M Engineering Experiment Station
West Texas A&M University
Texas A&M University-San Antonio
Texas A&M Agrilife Extension Service
Texas A&M University-Central Texas
Texas A&M University-Corpus Christi
Texas A&M University System Health Science Center
Texas A&M University at Galveston
Texas A&M University – Texarkana
Texas A&M Transportation Institute
Texas A&M University
Texas Division of Emergency Management