



APRIL2020 AMENDMENT TO  
SELECT GOVERNMENT MERCHANT PAYMENT CARD PROCESSING AGREEMENT

MERCHANT NAME: The Texas A&M University System

This April 2020 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 ("Member"), 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, Member 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. **EXTENSION OF TERM.**

The current term of the Agreement is hereby extended to March 24, 2026.

2. **ADDITIONAL PARTY.**

The Agreement is hereby amended to include the undersigned, **Texas Division of Emergency Management**, a member of The Texas A&M University System, as an additional party to the Agreement collectively constituting the Merchant. The undersigned parties acknowledge and agree that **The Texas A&M University System** shall be jointly and severally responsible for all liabilities and obligations arising under the Agreement for **Texas Division of Emergency Management**, and **Texas Division of Emergency Management** agrees to be bound by the terms and conditions of the Agreement, including any Amendments or Addenda thereto.

3. **NEW PRICING.**

The current Schedule A to the Agreement is hereby deleted and replaced in its entirety with the new Schedule A attached to this Amendment. Price changes resulting from this Amendment will be effective within a reasonable period of time (but in no event later than 30 days) after the effective date of this Amendment.

4. **CHASE TRANSACTION PRICING ADJUSTMENTS.**

The Agreement is hereby amended to add the following language:

**Chase Transaction Pricing.** CMS shall be entitled at any time, upon thirty (30) days' written notice, to modify the pricing applicable to Merchant's Chase Transactions; provided, however, that in such event, Merchant shall be entitled to discontinue having its Eligible Chase Cards processed as Chase Transactions by providing CMS with notice thereof, in which case all Transactions involving Eligible Chase Cards shall be processed by CMS as normal Visa Transactions, subject to the pricing set forth in Schedule A for Visa Transactions, and subject to normal Visa interchange rates and network fee pass-through. For the purpose of reviewing, evaluating and (if applicable) modifying Merchant's Chase Transaction pricing, Merchant authorizes CMS to use Merchant's non-Chase Transaction processing data and pricing, including, without limitation, the qualification levels and interchange rates applicable to its non-Chase Transactions.

**ChaseNet and Chase Pay Availability.** CMS reserves the right, at any time upon thirty (30) days' prior written notice, to discontinue the processing of Merchant's eligible Transactions as Chase Transactions, in which case Transactions involving Eligible Chase Cards (i.e. Transactions which would otherwise have been processed as Chase Transactions and/or Chase Pay Transactions) shall thereafter be processed as normal Visa Transactions subject to Visa pricing as set forth on Schedule A and normal Visa interchange rates and network fee pass-through. In addition, CMS and Member reserve the right to change, terminate, discontinue or suspend (for any period of time) any or all functionality associated with Chase Pay (including without limitation, the ability of Merchant to accept and processing Chase Pay Transactions) at any time upon reasonable prior written notice to Merchant.

5. **AUTHORITY:** The Texas A&M University System, represents that it has the necessary authority (i) to execute this Amendment on behalf of each Additional Party listed on Exhibit 1 attached here to and (ii) to bind each Additional Party to the terms and conditions of the Agreement.

6. **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.

[Signature page follows]



APRIL2020 AMENDMENT TO  
SELECT GOVERNMENT MERCHANT PAYMENT CARD PROCESSING AGREEMENT

MERCHANT NAME: The Texas A&M University System

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 Parties listed on Exhibit 1 attached hereto

MERCHANT LEGAL NAME (Print or Type)

301 Tarrow, 5<sup>th</sup> Floor, College Station, TX 77840

Address (Print or Type)

[Redacted]

By (authorized signature)

Maria L. Robinson, Chief Investment Officer and Treasurer

By, Name, Title (Print or Type)

5/1/2020

Date

Agreed and Accepted by:

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

By:

Matthew P. Leman

Title: Executive Director

Date: May 19, 2020

Address: 8181 Communications Pkwy, Plano, TX 75024



JANUARY 2020 AMENDMENT TO  
SELECT MERCHANT PAYMENT INSTRUMENT PROCESSING AGREEMENT

MERCHANT NAME: The Texas A&M University System

Exhibit 1

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



J.P.Morgan

# Schedule A to Merchant Agreement

Merchant: **The Texas A&M University System**

NAPFINSCHEDAICPTCN1F 20191001 V3.19.4

Assumptions			
Transaction related assumptions		Other assumptions	
Payment Transaction Sales Volume	\$345,631,162	Number of locations	350
Chase Sales Volume	\$49,232,477	Authorization / Capture %	105.0%
Average Transaction Amount	\$130.00	Chargebacks as % of Sales Transactions	0.0300%
PIN Debit / EBT Transactions	35,120	Billing Frequency	Monthly
Conveyed Transactions	110,597		
Safetech Encrypted Items	250,000		
<b>Target Qualification Level:</b>	<b>MasterCard:</b> Merit I <b>Visa:</b> CPS Retail 2 (Emerging Markets) <b>Discover:</b> PSL Emerging Markets - Core		MM1 VCR2 D160

1. Transaction Processing Fees		
Chase Transaction Fees *	Discount Rate	Transaction Fee
Chase Debit Merchant Discount Rate (based on Total Sales) **	0.1380%	\$0.2800
Chase Credit Merchant Discount Rate (based on Sales minus Returns) **	2.1320%	\$0.1645
Chase PIN Debit Merchant Discount Rate (based on Total Sales)	N/A	N/A

\* Applicable only to "Chase Transactions" as defined in the Agreement (i.e. Transactions processed over ChaseNet).  
 \*\* In the event Merchant receives a Chargeback with respect to a Chase credit Transaction or Chase signature debit Transaction, Chase will rebate to Merchant the applicable Chase Transaction Fees set forth above (unless such Chargeback is reversed in Merchant's favor, in which case the applicable Chase Transaction Fees will be and remain payable by Merchant to Chase).

Payment Brand Interchange & any incremental discount rate % – MasterCard, Visa and Discover assess an Interchange Rate, Assessment Fee and Network Fee for each transaction. These rates and fees will be passed through at cost. Payment Brand interchange rates can be accessed by visiting the Support & Resources section of Chase Merchant Service's website, and selecting "Interchange".	
MasterCard, Visa & Discover Interchange Rates	as set by each Payment Brand
MasterCard, Visa & Discover Incremental Discount Rate	0.0175%
PIN Debit and/or EBT Network Fees	All standard PIN Debit Network Fees will be assessed
PIN Debit – Incremental Discount Rate	N/A
JCB (Japanese Credit Bureau)	Pass-thru of Interchange Fees
Voyager Discount Rate (if settled)	N/A
Wright Express (WEX) Discount Rate (if settled)	N/A

Payment Brand Assessments		
MasterCard	Credit transactions < \$1000 and all Debit transactions	0.130%
	Credit transactions > \$1000	0.140%
Visa	Debit transactions	0.130%
	Credit transactions	0.140%
Discover / JCB		0.130%

Payment Brand Network Fees	Credit	Debit
MasterCard Network Access & Brand Usage Fee (NABU) (Charged per Authorization & per Refund)	\$0.0195	\$0.0195
Visa Domestic Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0195	\$0.0155
Visa Intl Sales Auth (APF) (Charged per Authorization & per Refund)	\$0.0395	\$0.0355
Discover / JCB Data Usage Fee	\$0.0195	\$0.0195

Payment Brand Fees			
MC File Transmission Fee per transaction*	\$0.0014	VI Financial Transaction Fee	\$0.0018
MC Reporting & Infrastructure	\$0.0003	VI Reporting & Data Transfer	\$0.0002

\* MasterCard assesses a file transmission fee based on the number of bytes of data contained in a transmitted file. Because file size may vary from transaction to transaction, the parties acknowledge that it is not possible to accurately translate the byte based fee into a consistently accurate transaction-based fee. In light of the foregoing, the parties have agreed that Merchant shall pay 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 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.

Customer initials: x  Please initial to acknowledge page 1 of the Schedule A pricing sheet



Transaction Fees	
MasterCard per transaction	N/A
Visa per transaction	N/A
Discover per transaction	N/A
JCB per transaction	N/A
American Express per transaction	N/A
PIN Debit per transaction	\$0.0200
EBT per transaction	N/A
Check Verification – Scan per transaction	N/A
Voyager per transaction	N/A
Wright Express per transaction	N/A
Hosted Pay Page per transaction	N/A

Authorization Fees	
MasterCard per authorization	\$0.0200
Visa per authorization	\$0.0200
Discover per authorization	\$0.0200
JCB per authorization	\$0.0200
American Express per authorization	\$0.0200
Voyager per authorization	N/A
Wright Express per authorization	N/A
Private Label per authorization	N/A
Dial Backup authorization surcharge	\$0.0100
Encryption Fees	
Safetech Encryption per transaction	\$0.02000
Safetech Tokenization per transaction	N/A

## 2. One Time and Periodic Fees

One Time Fees		Monthly Fees		Annual Fees	
Account Setup Fee	N/A	Monthly Service Fee <sup>1</sup>	N/A	Annual Fee	N/A
Rush Fee	N/A	Monthly Minimum Fee <sup>2</sup>	N/A	<b>Payment Brand Fees</b>	
Terminal Reprogram Fee	N/A	Monthly Helpdesk Fee	N/A	Visa Fixed Acquirer Network Fee <sup>4</sup>	Varies
PIN Debit Setup Fee	N/A	Online Reporting Tool	N/A	MC Merchant Location Fee <sup>5</sup>	\$1.25
PIN Pad Encryption Fee	\$40.00	Safetech Encryption <sup>3</sup>	N/A		
<b>Internet Product: NetConnect</b>					
Setup fee	N/A	Monthly fee	N/A		
Third Party Setup fee	N/A	Third Party Monthly fee	N/A		

- 1 – Monthly service fees will be debited for the first time in the month after your account has been set up. These fees will be debited regardless of whether you are processing transactions through your account.
- 2 – We will apply the Monthly Minimum Fee only when the total amount of all processing fees (Sections 1, 3A, & 4) is less than \$25.00. If your processing fees do not reach \$25.00, we will charge the difference. For example, if processing fees total \$17.00 we would charge an additional \$8.00 to meet the \$25.00 minimum.
- 3 – If Merchant obtains point of sale device(s) from Chase for use with Safetech Encryption, the following additional fees shall be assessed: (a) a one-time fee of \$10.90 per device; and (b) an encryption injection fee of \$34.95 per device per occurrence. These assessments are in addition to the above Safetech Encryption Fee(s). If Merchant obtains point of sale device(s) from a third party, additional fees may apply. Merchant acknowledges and understands that its use of any fraud mitigation or security enforcement solution (e.g. an encryption product or service), whether provided to merchant by Chase or a third party, in no way limits Merchant's obligation to comply with the Security Standards or Merchant's liabilities set forth in this Agreement.
- 4 – Visa Fixed Acquirer Network Fee is a monthly fee assessed by Visa based on Merchant Category Code (MCC), dollar volume, number of merchant locations, number of Tax IDs, and whether the physical Visa card is present or not present at the time of the transaction. This fee can vary monthly.
- 5 – 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.

## 3. Per Incidence Fees

3A. Per Incidence Fees: Charged every time your account incurs one of the below items		
Chargeback Fee	\$5.00	Charged when a cardholder or card-issuing bank formally protests a charge
Voice Authorization Fee	\$0.65	Charged when you call the Voice Authorization phone number to authorize a credit card
AVS Fee – Electronic	N/A	Charge for each electronic address verification authorization
Batch Settlement Fee	N/A	Charged for each batch of transaction(s) you submit for settlement
ACH fee	N/A	Charged for each ACH (transmission of funds) sent to your account
ACH Return Fee	\$25.00	Charged when Chase is unable to debit fees from your account

Customer initials	<u>x mlh</u>	Please initial to acknowledge page 2 of the Schedule A pricing sheet
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3B. Per Request Fees: Charged every time you request one of the below items		
Statement Fee (Email / ROL)	N/A	No charge if statements are sent to a valid email address or accessed by Merchant through Resource Online, as elected by Merchant on the Application.
Statement Fee (Mail)	\$0.00	Charged each month Chase mails a statement (whether at the request of Merchant or because delivery to a valid email address has failed)
Statement Fee (Reprint)	N/A	Charged for each archived statement you request to have printed
Supplies: Billed Per Order	N/A	Charges for supply orders vary based on the items ordered
Dynamic Debit Surcharge Fee	N/A	Charged for each PIN Debit transaction routed with the Dynamic Routing product
PIN Debit Injection Fee	\$40.00	Charged when merchant elects PIN Debit processing and applies to each device not purchased from Chase.

Statement Type:	E-Mail	Statement only	Statement Frequency:	Monthly
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#### 4. Payment Brand Fees – Per Incidence

MC Acquiring License Fee *	0.004%	Charged on MasterCard Gross Sales volume. See additional information under Payment Brand Charges section on page 4.
MC Digital Enablement / Card Not Present Fee	0.010%	Charged on MasterCard Card Not Present Gross Sales volume.
Discover / JCB Network Authorization Fee	\$0.0025	Charged by Discover on all authorizations for card transactions that are settled through the Discover Network
MC Auth Access Fee – AVS Card Present	\$0.010	Charged by MasterCard when a merchant uses the address verification service to validate a cardholder address
MC Auth Access Fee – AVS Card Not Present	\$0.010	
MC Auth Access Fee	\$0.005	Charged by MasterCard when an authorization is reversed or the authorization is provided by MasterCard if the card issuer is not available.
MC Card Validation Code 2 Fee	\$0.0025	Charged by MasterCard when a merchant submits the Card Validation Code 2 (CVC2) in an authorization request
MC SecureCode Transaction Fee	\$0.030	Charged on MC SecureCode transactions that are sent for verification.
MC Account Status Fee (Intra-regional)	\$0.025	Charged by MasterCard or Visa when a merchant uses this service to do an inquiry that a card number is valid
MC Account Status Fee (Inter-regional)	\$0.03	
Visa Zero \$ Account Verification Fee	\$0.025	
MC Processing Integrity Fee Pre Authorization	\$0.045	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
Final Authorization *	0.250%	
Visa Misuse of Authorization Fee	\$0.093	
Visa Zero Floor Limit Fee	\$0.20	Charged when a transaction is deposited but never authorized
Visa Transaction Integrity Fee – Credit	\$0.10	Charged on Visa transactions that do not meet qualification criteria for US Custom Payment Service (CPS) categories.
Visa Transaction Integrity Fee – Debit / Prepaid	\$0.10	
MC Ineligible Chargeback Blocking Fee	\$3.00	Charged when a fraud related Chargeback is blocked by MasterCard.
MC Cross Border Assessment Fee	0.60%	Charged by MasterCard, Visa, Discover and JCB on foreign bank issued cards.
Visa International Service Assessment Fee	1.00%	
Discover / JCB International Service Fee	0.80%	
MC International Support Fee	0.85%	Additional fee charged by MasterCard, Visa, Discover and JCB on foreign bank issued cards.
Visa Interregional Acquiring Fee	0.45%	
Discover / JCB International Processing Fee	0.50%	
Visa Partial Auth Non-Participation Fee	\$0.01	Applies to Petroleum merchants using automated fuel pumps that do not support Partial Authorization
MC Global Wholesale Travel Transaction Program B2B Fee	1.57%	Applies to Travel merchants for transactions qualifying at the MasterCard Commercial Business-to-Business interchange category.
Visa Global B2B Virtual Payment Service Fee	1.55%	Applies to Travel merchants for transactions qualifying at the Visa Global B2B Virtual Payments interchange category.
MC Humanitarian Program Fee	0.25%	Applies to transactions qualifying at the MasterCard Humanitarian Prepaid card interchange category. When this fee applies, other MC Payment Brand fees will be waived.
MC Freight Program Fee	0.50%	Applies to Freight transactions qualifying at the Freight Program interchange category.

Customer initials	x <u>mlr</u>	Please initial to acknowledge page 3 of the Schedule A pricing sheet
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5. Other Fees			
Fee Description	Amount	Fee Description	Amount

Equipment Swap Fees		
Type	Description	Fee
Replacement Fee (swap)	In Warranty - Terminals, Printers, & Pinpads <sup>1</sup>	\$50.00
Replacement Fee (swap)	Out of Warranty - Terminals, Printers, & Pinpads: Replacement (swap) fees vary based on Manufacturer and Model and will fall within the specified range to the right	\$100 - \$250
Injection Fee (swap)	Safetech Encryption Injection	\$34.95
Late Fee	For all equipment returned late, or not returned	\$500.00

1) Equipment: In Warranty timeframe

1 Year – applies only to new equipment purchased from Chase

Amount payable 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.

Payment Brand Charges

Part of the fees that we charge you for processing your transactions consist of fees we pay to the Payment Brands. These charges, called "Payment Brand Charges", include, but are not limited to, interchange rates, assessments, file transmission fees, access fees, and international and cross border fees. Therefore, in addition to the rates set forth above, you also will be charged Payment Brand Charges. Payment Brand interchange rates can be accessed online by visiting the Support & Resources section of Chase Merchant Service's website, and selecting "Interchange".

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

\* 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 Chase MasterCard-accepting merchants, a rate of 0.004% will be applied to all of your MasterCard gross sales transactions.

**IF YOU SELECT TO USE NETCONNECT, PLEASE READ THE FOLLOWING CAREFULLY**

NetConnect is a product that utilizes the Internet for the transmission to us of your Card transactions. We cannot and will not be responsible for the reliability or security of your transmissions to us while they are in transit to us via the Internet. We strongly recommend that you maintain a dial back-up option to us for transmission of Card transactions for use during periods when your Internet connection is unavailable. Transactions sent to us via a dial back-up option during such periods will be billed the additional amount listed as "Dial Backup Authorization Surcharge".

**6. Authorized Signature**

Authorized Representative Signature: Must appear on Merchant Application

Maria L. Robinson  
Print Name

Chief Investment Officer  
Title and Treasurer

x Maria L. Robinson  
Signature

5/1/2020  
Date

Please ensure you have initialed pages 1, 2 and 3