

1. AGREEMENT TERM:

This Master Service Agreement (“MSA” or “Agreement”) shall be for a five (5) year term starting on the date of its execution by the State of California Department of General Services (“DGS”), as specifically noted on the attached Std 213 Standard Agreement (the “Effective Date”). DGS reserves the right to request an extension of this Agreement for one additional two (2) year period. This extension will require a written amendment to be fully executed and mutually agreed to by the parties.

2. CONTRACT MANAGEMENT:

Contractor must provide the name, address, telephone number, and e-mail address of the individual directly responsible for managing this Agreement on behalf of the Contractor to the State’s designated Contract Manager. Should the Contractor’s Contract Manager change or any of the contact information change, Contractor must provide updated information no later than ten (10) business days after the date of change of the State’s Contract Manager. Contractor is responsible for notifying all Authorized Users (as defined in Exhibit D) in writing of any changes to a contact person, address, phone numbers, or any other information deemed important to the day-to-day operation of the credit and debit card acceptance program.

As of the Effective Date of this Agreement, the Contract Manager for the State of California shall be as follows:

Mary Anne DeKoning
Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605
MaryAnne.Dekoning@dgs.ca.gov
916-375-4365

Should the Contract Manager for the State of California change, the State must provide written notice with the updated information no later than ten (10) business days after the change to the Contractor’s Contract Manager.

3. GENERAL OVERVIEW OF SERVICES:

Contractor shall provide American Express® Card (as defined in Exhibit F, Agreement for American Express® Card Acceptance) acceptance for Authorized Users (as defined in Exhibit D).

Contractor must provide to each Authorized User access to detailed statements and online reporting tools that provide sufficient information for each Authorized User to reconcile deposits and adjustments made to the Authorized User’s designated bank account(s).

Exhibit A – Scope of Services

Contractor will:

- a. Allow for batch processing of transactions.
- b. Settle transactions as follows:

Transaction Day (Charges received by 4:00 PM MST)	Initiate^{1/} Funding to Authorized User's Account Via ACH
Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Saturday
Friday	Monday
Saturday	Monday
Sunday	Tuesday

^{1/} Includes Contractor's authorization to send funds from Contractor's bank to Authorized User's bank account.

- c. In addition, Contractor will be charged a penalty when Contractor is unable to initiate transactions in the required timeframes as specified above and in Exhibit B, Section 1.d. The penalty is calculated using the following formula: (Gross Dollar Amount Delayed X Number of Days Delayed X Libor rate as published daily in the Wall Street Journal).
- d. Provide Authorized Users with a statement or report, containing, at a minimum, the following:
 - i) Deposit Summary
 - ii) Transaction Reports
 - iii) Adjustments (including Credits, as defined in Exhibit F)
 - iv) Chargebacks (as defined in Exhibit F)
 - v) Control for duplicate Transmissions (as defined in Exhibit F)
 - vi) Provide a 24x7 customer support center for the Authorized User

4. TRAINING:

Authorized Users will have 24x7 access to the American Express Online Merchant Services (OMS) Training Guide, which will be posted on the following American Express website: <https://www.americanexpress.com/oms>.

5. CUSTOMER SERVICE AND SUPPORT:

a. Authorized Users:

Authorized Users shall have access to Contractor's customer service center for problem resolution and inquiries. Contractor shall respond to any problems or inquiries (including, but not limited to, those regarding the direct reconciliation of an Authorized User's payment transactions, the transfer to the bank account or any other payment transactions involving the Contractor) within five (5) business days from the date of the reporting of a problem or the submission of an inquiry, as the case may be, provided that the Authorized User is enrolled in OMS and the problem is reported or the inquiry is submitted through the Authorized User's OMS account. In the event that a problem is reported or an inquiry is submitted by a means other than through an Authorized User's OMS account, Contractor will respond as soon as practicable from the date of the reporting of a problem or submission of an inquiry.

Contractor's customer service representatives shall accurately and timely:

- Research and resolve concerns and provide immediate follow-up status/resolution.
- Resolve problems related to daily settlements and deposit variances.
- Coordinate and resolve complex reporting issues.
- Answer incoming telephone calls, e-mails, faxes, and letters.
- Log all problems/resolutions so that recurring problems can be tracked, reported and corrected.

b. Paying Parties:

Contractor shall provide knowledgeable customer assistance personnel for each type of payment channel.

6. OTHER:

Contractor and Authorized Users shall each be responsible for their own costs incurred in the transmission of data to or from the Authorized User. In no event will Contractor be liable for Authorized User's transmission costs.