



**Alternate Contract Source (ACS)
No. 78181701-21-NASPO-ACS
For
Fuel Card Services**

This Alternate Contract Source (“ACS” or “Contract”) No. 78181701-21-NASPO-ACS; for Fuel Card Services, is between the Department of Management Services (Department), an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399 and WEX Bank, 1 Hancock Street, Portland, Maine 04101 (Contractor), registered to do business in Florida as Wex Inc., collectively referred to herein as the “Parties.”

WHEREAS, the Department is authorized by section 287.042(16), Florida Statutes:

To evaluate contracts let by the Federal Government, another state, or a political subdivision for the provision of commodities and contract services, and, if it is determined in writing to be cost-effective and in the best interest of the state, to enter into a written agreement authorizing an agency to make purchases under such contract;

WHEREAS, the Department evaluated the Master Agreement and determined that use of the Master Agreement is cost-effective and in the best interest of the State.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Effective Date.

The Master Agreement became effective October 1, 2020, and its term currently ends on December 31, 2025. The Master Agreement has five years of renewals available. The ACS will become effective on April 6, 2021, or on the date signed by all Parties, whichever is later. The ACS will expire on December 31, 2025, unless terminated earlier or renewed in accordance with Exhibit B, Special Contract Conditions.

2. Order of Precedence.

This Contract document and the attached exhibits constitute the Contract and the entire understanding of the Parties. Exhibit A, Exhibit B, Exhibit C, and this Contract document constitute the Participating Addendum to the Master Agreement, and modify or supplement the terms and conditions of the Master Agreement (Exhibit D). All exhibits

**Alternate Contract Source (ACS)
No. 78181701-21-NASPO-ACS
For
Fuel Card Services**

listed below are incorporated by reference into, and form part of, this Contract. In the event of a conflict, the following order of precedence shall apply:

- a) This ACS document and amendments, with the latest issued having priority.
- b) Exhibit A: Additional Special Contract Conditions (Florida)
- c) Exhibit B: Special Contract Conditions (Florida)
- d) Exhibit C: Schedule of Points and Fees
- e) Exhibit D: Cooperative Purchasing Master Agreement No. 00819, Fleet Card Services

Where the laws and regulations of a state other than the State of Florida are cited or referenced in the Master Agreement, such citation or reference shall be replaced by the comparable Florida law or regulation.

3. National Annual Volume

The National Annual Volume Incentive will be applied as an ancillary credit for each Customer.

4. Purchases off this ACS.

Upon execution of this ACS, agencies, as defined in section 287.012, Florida Statutes, may purchase products and services under this Contract. Any entity making a purchase off of this Contract acknowledges and agrees to be bound by the terms and conditions of this Contract. The Contractor shall adhere to the terms included in any contract or purchase orders issued pursuant to this Contract.

5. Primary Contacts

Department's Contract Manager:

Christopher McMullen
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 922-9867
Email: Christopher.McMullen@dms.fl.gov

Contractor's Contract Manager:

Denise Baumgart
Strategic Relationship Manager
WEX Inc.
1 Hancock Street
Portland, ME 04101
Telephone: (913) 538-6781
Email: denise.baumgart@wexinc.com

**Alternate Contract Source (ACS)
No. 78181701-21-NASPO-ACS
For
Fuel Card Services**

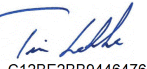
6. Modifications.

Any amendments to this Contract must be in writing and signed by the Parties. If amendments are made to the Master Agreement after the effective date of this Contract, the Contractor shall: 1) notify the Department of such amendments; and 2) provided the Department is amenable to incorporating the amendments into this Contract, enter into a written amendment with the Department reflecting the addition of such amendments to this Contract.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized undersigned officials.

**CONTRACTOR
Wex Bank**

DocuSigned by:


C12BE2BB9446476

Tim Laukka, President

4/5/2021 | 12:28 PM PDT

Date:

**STATE OF FLORIDA,
DEPARTMENT OF
MANAGEMENT SERVICES**

DocuSigned by:


991459A211104A3

Tami Fillyaw, Chief of Staff

4/5/2021 | 5:35 PM EDT

Date:



ADDITIONAL SPECIAL CONTRACT CONDITIONS

Exhibit A

The Contractor and Customers acknowledge and agree to be bound by the terms and conditions of the Master Agreement except as otherwise specified in the Department's Contract as modified and supplemented by the Special Contract Conditions and these Additional Special Contract Conditions.

Contractor acknowledges that the Participating State is an agency of the State of Florida and as such, the Contract will include the terms and conditions in these Additional Special Contract Conditions. All references to the Contract in these Additional Special Contract Conditions include the terms and conditions herein.

- A. Contractor and applicable subcontractors, affiliates, partners, resellers, distributors, and dealers: By execution of a Contract, the Contractor acknowledges that it will not be released of its contractual obligations to the Department or state agencies because of any failure of a subcontractor, reseller, distributor, or dealer. The Contractor is fully responsible for satisfactory completion of all work performed under the Contract.
- B. Purchases Prerequisites: Before fulfilling any Customer purchases and receiving payment, the Contractor and applicable subcontractors, affiliates, partners, resellers, distributors, and dealers must have met the following requirements, unless further notated below:
- Have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org), or, if exempt from the registration requirements, provide the Department with the basis for such exemption.
 - Be registered in the MFMP Vendor Information Portal (<https://vendor.myfloridamarketplace.com>) *only required if receiving payment.
 - Not be on the State's Convicted, Suspended, or Discriminatory Vendor lists (http://www.dms.myflorida.com/business_operations/State_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists)
 - Comply with E-Verify requirements set forth in section 448.095, F.S, if applicable.
 - Have a current W-9 filed with the Florida Department of Financial Services (<https://flvendor.myfloridacfo.com>) *only required if receiving payment.
 - For subcontractors, affiliates, partners, resellers, distributors, and dealers (Third Party Entities) fulfilling any Customer purchases and receiving payment from a Customer, Contractor shall include in any agreement with such Third Party Entities that they shall adhere to the requirements set forth above, if applicable, prior to fulfilling any Customer purchases.
- C. Contract Reporting: The Contractor shall provide the following reports associated with this Contract.

- 1) **Contract Quarterly Sales Reports.** The Contractor shall submit Quarterly Sales Reports to the Department's Contract Manager within 60 calendar days after the close of each State fiscal quarter (the State's fiscal quarters close on September 30, December 31, March 31, and June 30). The Contractor's first Quarterly Sales Report will be due 60 calendar days after the first full quarter following Contract execution.

Reports must be submitted in MS Excel format in a format agreed upon between contractor and the Department's contract manager. The report shall include all Customer sales received and associated with this Contract during the quarter. Initiation and submission of the Quarterly Sales Report is the responsibility of the Contractor without prompting or notification from the Department's Contract Manager. If no orders are received during the period, the Contractor must submit a report stating that there was no activity. If the Contractor fails to submit two consecutive quarterly sales reports, the Contract may be terminated, or the Department may choose to not renew the Contract.

- 2) **Certified and Minority Business Enterprises Reports.** Upon Customer request, the Contractor shall report to each Customer, spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer orders. These reports shall include the period covered; the name and minority code of each minority business enterprise utilized during the period; commodities and services provided by the minority business enterprise; and the amount paid to each minority business enterprise on behalf of the Customer.

- 3) **Ad Hoc Sales Reports.** The Department may require additional Contract sales information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit these mutually agreed upon documents and reports within the timeframe specified by the Department and the contractor.

- D. **Financial Consequences:** The following financial consequences will apply for the Contractor's non-performance of the provision of the Quarterly Sales Reports and the MFMP Transaction Fee Reports. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with these provisions of the Contract. The Contractor and the Department agree that the financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences will be paid via check or money order and made out to the Department of Management Services in U.S. dollars within 30 calendar days after the required report submission date. These consequences are individually assessed for failures over each target period beginning with the first full month or quarter of the contract performance and every month or quarter, respectively, thereafter.

Financial Consequences Chart

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance (Per Calendar Day Late/Not Received by the Contract Manager)
Contractor will timely submit complete Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 60 th calendar day after the close of each State fiscal quarter	\$250

Quarterly reporting timeframes coincide with the State Fiscal Year as follows:

- Quarter 1 - (July-September) – due 60 calendar days after close of the period
- Quarter 2 - (October-December) – due 60 calendar days after close of the period
- Quarter 3 - (January-March) – due 60 calendar days after close of the period
- Quarter 4 - (April-June) – due 60 calendar days after close of the period

The Department may not consider renewal of a Contract or price adjustments if the Contractor is late on submitting required reports or for outstanding fees owed.

- E. Business Review Meetings: Both the Department and Customer reserve the right to schedule business review meetings. The Department or Customer will provide the format for the Contractor's agenda. In the event the Department or Customer schedules a business review meeting, the Contractor shall submit the completed agenda to the Department or Customer for review and acceptance prior to the meeting. The Contractor shall address the agenda items and any of the Department's or Customer's additional concerns at the meeting. At a minimum, the agenda items may include:
- a. Contract compliance
 - b. Savings report (in dollar amount and cost avoidance)
 - c. Spend reports by Customer
 - d. Recommendations for improved compliance and performance

Failure to comply with this section may result in the Contractor being placed on a Corrective Action Plan and possible termination of the Contract.

- F. The following sections of Exhibit B, Special Contract Conditions are hereby deleted in their entirety:
- Section 3.1 Pricing
 - Section 3.2 Pricing Decreases
 - Section 3.4 Purchase Order
 - Section 3.7 Transaction Fees
 - Section 6.4 Inspection and Acceptance of Commodities

Section 6.5 Safety Standards
Section 6.8 Waiver
Section 7.1 Workers' Compensation Insurance
Section 7.2 General Liability
Section 7.3 Florida Authorized Insurers
Section 7.4 Performance Bond
Section 7.5 Indemnification
Section 7.6 Limitation of Liability
Section 11.3 Performance Delay
Section 11.4 Force Majeure , Notice of Delay, and No Damages for Delay.

G. The following sections of Exhibit B, Special Contract Conditions are hereby replaced in their entirety:

- a. Section 2.3.1, Suspension of Work
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide advance written notice of no fewer than 30 days outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.
- b. Section 2.3.2, Termination of Convenience
The Contract may be terminated by the Department in whole or in part at any time subject to advance written notice of no fewer than 30 days, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor
- c. Section 3.5, Travel
Travel expenses are not reimbursable.
- d. Section 5.2, Dispute Resolution, Governing Law, and Venue
In the event there is a dispute concerning performance of the Contract, except for disputed transactions, the parties shall discuss and seek to arrive at a resolution in good faith. In the event the parties are unable to arrive at a resolution, then the Department's designated Contract Manager shall reduce State's decision as to such dispute to writing and serve a copy on the Contractor. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all

such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

e. Section 6.2, Assignment

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract upon prior written notice to the Contractor.

f. Section 8.1.2(d)

Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Subject to any retention of data required by applicable taxing authorities. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

g. Section 9, Data Security

Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State.

h. Section 13.1, Background Check

The Department or Customer may request the Contractor to conduct background checks of its employees providing services under this Contract (directly or indirectly) and/or perform appropriate screening of all agents, representatives, and subcontractors providing services under this Contract (directly or indirectly). The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors should they fail a background check and/or screening process. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within five (5) calendar days (or sooner as directed by the relevant Contractor policy) any conviction (or plea of no contest) for any disqualifying offence listed in 13.3 below, that triggers reporting obligations pursuant to the relevant Contractor policies. The Contractor must promptly notify the Contract Manager of all details concerning any reported conviction. Upon the reasonable request of the Department or Customer, the Contractor will re-screen any of its employees providing services under this contract (directly or indirectly) or request re-

screening of any agents, representatives, and subcontractors providing services under this contract (directly or indirectly) in each case during the term of the Contract.

i. Section 13.2, E-Verify

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. In order to implement this provision, the Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution. This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the Department develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S. This section shall only be deemed to apply to the extent Contractor is subject to the applicable State E-Verify laws

j. Section 13.3 Disqualifying Offenses

If at any time it is determined that a person directly or indirectly providing commodities and services under this Contract has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;
- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

k. Section 13.4, Confidentiality

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor hereby represents, warrants and covenants that it shall cause and ensure that all measures set forth in Section 9.6 and Exhibit G, Section 7 of the Master Agreement be provided and delivered to the State, and all representations, warranties and covenants made in such sections are hereby also made to State. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

**SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION**

Table of Contents

SECTION 1. DEFINITION..... 2

SECTION 2. CONTRACT TERM AND TERMINATION..... 2

SECTION 3. PAYMENT AND FEES..... 3

SECTION 4. CONTRACT MANAGEMENT..... 4

SECTION 5. COMPLIANCE WITH LAWS..... 6

SECTION 6. MISCELLANEOUS..... 7

SECTION 7. LIABILITY AND INSURANCE..... 9

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL
PROPERTY..... 10

SECTION 9. DATA SECURITY..... 12

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS..... 13

SECTION 11. CONTRACT MONITORING..... 14

SECTION 12. CONTRACT AUDITS..... 15

SECTION 13. BACKGROUND SCREENING AND SECURITY..... 16

SECTION 14. WARRANTY OF CONTRACTOR’S ABILITY TO PERFORM..... 17

In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.

The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.

The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.

Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.

The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.

The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.

If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

- (a) immediately terminate the Contract;
- (b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
- (c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.

The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.

The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.

The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.

A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.

Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.

Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.

Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.

Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.

The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.

All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.

The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.

The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.

The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.

Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.

Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at <https://www.respectofflorida.org>.

4.7 PRIDE.

Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at <https://www.pride-enterprises.org>.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.

The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.

Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.

In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.

The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.

Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.

The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.

The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.

The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.

Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.

When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.

Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.

Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.

The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.

The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.

The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.

The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.

Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.

To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.

Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.

Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
- (d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information. If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.

If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.

The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.

The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.

Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.

Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.

Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.

The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.

In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.

The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.

The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.

The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.

In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.

If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.

The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.

The Contractor acknowledges that delayed performance will damage the Department/Customer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.

The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.

Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.

The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.

The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is <https://www.uscis.gov/e-verify>. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.

If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

- (a) Computer related crimes;
- (b) Information technology crimes;

- (c) Fraudulent practices;
- (d) False pretenses;
- (e) Frauds;
- (f) Credit card crimes;
- (g) Forgery;
- (h) Counterfeiting;
- (i) Violations involving checks or drafts;
- (j) Misuse of medical or personnel records; and
- (k) Felony theft.

13.4 Confidentiality.

The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

EXHIBIT C
SCHEDULE OF POINTS AND FEES

1. **Incentive Share #1 – Standard Volume Incentive** – Each Customer will receive a basis point (percentage) of their quarterly standard sales volume. The formula for calculating the Standard Volume Incentive is:

Quarterly Total Volume x basis points = Quarterly Standard Volume Incentive.

Basis Points Offered: 170 basis points (1.70%)

2. **Incentive Share #2 – Prompt Payment Incentive** – Each Customer will receive a basis point (percentage) of their Quarterly Total Volume based on the entity's average speed of pay. The formula for calculating the Prompt Payment Incentive is:

Quarterly Total Volume x Basis Points for Entity average file turn days = Quarterly Prompt Payment Incentive.

Note: The payment terms for the Master Agreement is forty-five (45) days.

Basis Points Offered:

Avg File Turn Days	Basis Point
1	20
2	19
3	18
4	17
5	16
6	15
7	14
8	13.5
9	13
10	12.5
11	12
12	11.5
13	11
14	10.5
15	10
16	9.5
17	9
18	8.5
19	8.125
20	7.75

Avg File Turn Days	Basis Point
21	7.375
22	7
23	6.625
24	6.25
25	5.875
26	5.5
27	5.125
28	4.75
29	4.375
30	4
31	3.75
32	3.5
33	3.25
34	3
35	2.75
36	2.5
37	2.25
38	2
39	1.75
40	1.5

Avg File Turn Days	Basis Point
41	1.25
42	1
43	0.75
44	0.5
45	0.25
46	0
47	0
48	0
49	0
50	0
51	0
52	0
53	0
54	0
55	0
56	0
57	0
58	0
59	0
60	0

3. **Incentive Share #3 – National Annual Volume Incentive** – Each Participating State will receive an incentive based on the total National Annual Volume (total annual sales for all Participating States/Participating Entities). The formula for calculating the National Annual Sales Volume Incentive is:

National Annual Volume (for all Fleet products) x basis points = National Annual Sales Volume Incentive.

Basis Points Offered:

Total Annual Spend	Basis Points
\$50,000,000 – \$100,000,000	10
\$100,000,001– \$200,000,000	15
\$200,000,001– \$300,000,000	20
\$300,000,001– \$400,000,000	25
\$400,000,001+	30

FEES

Below is a list of fees allowed under this Master Agreement. If choosing to charge these fees throughout the agreement, indicate the amount and/or rates here.

Fee Type	Fee Amount
Foreign Transaction Fee	1.5% of the total transaction value
Overnight Delivery Fee	\$15.00 per occurrence

COOPERATIVE PURCHASING MASTER AGREEMENT

No. 00819

FLEET CARD SERVICES

For Use by Eligible Participating States

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

WEX BANK

Dated October 1, 2020

COOPERATIVE PURCHASING MASTER AGREEMENT**No. 00819****FLEET CARD SERVICES**

This Cooperative Purchasing Master Agreement ("Master Agreement") is made and entered into by and between Enterprise Services acting by and through the State of Washington ("Enterprise Services") and WEX Bank, a Utah corporation ("Contractor") and is dated as of October 1, 2020.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1); RCW 39.26.080(3). The Washington State Legislature has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to any other local or federal government agency or entity, any public benefit nonprofit organizations, or any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. See RCW 39.26.060(1). One of the approaches that Enterprise Services utilizes to participate in cooperative purchasing agreements with other states is NASPO ValuePoint.
- C. NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO). NASPO ValuePoint is led by state procurement officers from member states. NASPO ValuePoint does not award contracts, rather, it assists states, for an administrative fee, in their collaboration pertaining to solicitations and the resulting Master Agreements.
- D. Pursuant to the NASPO ValuePoint cooperative purchasing model, a state serves as the 'lead state' to conduct a competitive procurement in compliance with that state's procurement laws and award a Master Agreement with a contractor for the specified goods or services. States (including the District of Columbia and the organized territories of the United States), including the lead state, then may participate in that Master Agreement by executing a Participating Addendum with the awarded contractor. Until a Participating Addendum is executed by the applicable state (a 'participating state'), no agency or other eligible organization (a 'purchasing entity') may utilize the products and services offered pursuant to the cooperative purchasing Master Agreement. Under Washington law, at the time of solicitation, states may provide supplemental substantive terms and conditions to inform the competitive procurement. In addition, pursuant to their Participating Addendum, states may require certain administrative terms and conditions (e.g., a vendor management fee for sales within the state, state registration and reporting). Contractor, however, has no obligation to condition execution of a Participating Addendum on substantive terms and conditions that were not competitively procured.
- E. Enterprise Services, as a part of a cooperative purchasing competitive governmental procurement, with administrative support from NASPO ValuePoint, issued Competitive Solicitation No. 00719/00819 dated June 4, 2019 regarding Commercial Card Services, resulting in two separate Cooperative Purchasing Master Agreements. Eleven (11) states indicated an intent to utilize the resulting cooperative purchasing Master Agreement.

- F. Enterprise Services and a stakeholder team consisting of representatives from Washington, Oregon, California, Colorado, and Minnesota evaluated all responses to the Competitive Solicitation and identified Contractor as the Apparent Successful Bidder (ASB) Category 2 – Fleet Card Services.
- G. Enterprise Services determined that entering into this Master Agreement will meet the cooperative purchasing needs and be in the best interest of the State of Washington.
- H. The purpose of this Master Agreement is to enable Participating or Purchasing Entities to utilize Commercial Card Services – Fleet Card Services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The term of this Master Agreement starts on October 1, 2020 and ends on December 31, 2025; The Fleet Card services provided pursuant to this Master Agreement start January 1, 2021 and end on December 31, 2025; provided, however that, the contract term shall be extended for twenty-four (24) months if, in Enterprise Services' sole, reasonable judgement, Contractor meets the following performance metrics:
 - Reports: Contractor provides timely and accurate reports as detailed in this Master Agreement and Participating Addendums; and
 - Rebate: Contractor provides timely and accurate rebates as detailed in this Master Agreement and Participating Addendums.

Provided, further however, Contractor shall provide implementation and transition support to Participating States who wish to utilize the Master Agreement, beginning upon the Participating Addendum execution date so as to effectuate a smooth transition for Participating States and Purchasing Entities for Fleet Card services to start on January 1, 2021.
2. **PARTICIPANTS.** Use of this Master Agreement may be authorized by Participating States for use by Purchasing Entities as set forth herein.
 - 2.1. **PARTICIPATING STATES.** For the purpose of this Master Agreement, a Participating State shall mean: any state, or U.S. territory (e.g., District of Columbia, Puerto Rico, etc.) ("State") that executes a Participating Addendum with the Contractor. Such Participating Addendum will authorize Purchasing Entities for such Participating State and must be executed by the chief procurement officer for the applicable Participating State; *provided however*, that some States, with state authority to do so and permission from such state chief procurement officer, may authorize local governments, political subdivisions, and other entities to execute a Participating Addendum. Contractor may not provide Fleet Card Services under this Master Agreement until a Participating Addendum acceptable to the Participating State and Contractor is executed.
 - 2.2. **PURCHASING ENTITIES.** For the purpose of this Master Agreement, a Purchasing Entity is any eligible entity authorized by a Participating State to participate in the Master Agreement (i.e. to purchase from the Master Agreement) pursuant to a Participating Addendum. Purchasing Entities may be required to execute a Card User Agreement (CUA) as outlined in this Master Agreement and shall be financially committed to the card account unless otherwise agreed to in the Participating Addendum.

- 2.3. **PARTICIPATING ADDENDUM.** For the purpose of this Master Agreement, a Participating Addendum is the document executed between a Participating State and Contractor that enables eligible Purchasing Entities to utilize the Master Agreement. The terms and conditions set forth in the Master Agreement are applicable to any Purchasing Entity except to the extent altered, modified, supplemented, or amended by a Participating Addendum. The Participating Addendum enables Participating States to specify state specific administrative terms and conditions to enable utilization of the Master Agreement. In no event shall a Participating Addendum change the material terms and conditions set forth in this Master Agreement. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 2.4. **PARTICIPATING ADDENDUM CHANGES.** Participating Addenda shall not be construed to amend the Master Agreement provisions pertaining to NASPO ValuePoint program requirements.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. **SCOPE.** Pursuant to this Master Agreement, Contractor is authorized to provide only those goods and services set forth in Exhibit A – Fleet Card Products and Exhibit G Fleet Card Requirements and provide the Rebate/Incentive Share as set forth in Exhibit B – Rebate/Incentive Share. Contractor shall not represent to any Participating or Purchasing Entity under this Master Agreement that Contractor has contractual authority to provide any goods and services beyond those set forth in Exhibit A – Fleet Card Products and Exhibit G Fleet Card Requirements.
 - 3.2. **LEAD STATE’S ABILITY TO MODIFY SCOPE OF MASTER AGREEMENT.** Subject to mutual written agreement between the parties, Enterprise Services reserves the right to modify the goods and services included in this Master Agreement; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Agreement.
 - 3.3. **INCENTIVE SHARE ADJUSTMENT.** Incentive share and fees shall remain firm and fixed for the term of the Agreement. Enterprise Services reserves the right to negotiate a greater incentive share at any time during the life of the Agreement. A greater incentive share must be mutually agreed between the Parties. A Participating State may negotiate the specifics of the Incentive Share Component, but shall not exceed the total basis points offered by the Contractor.
 - 3.4. **PRICE CEILING.** Contractor’s Basis Points as set forth in this Master Agreement shall be fixed. Contractor’s fees (e.g. overnight card delivery and international transactions) set forth in this Master Agreement shall be the maximum fees Contractor may charge during the term of the Master Agreement.
 - 3.5. **MASTER AGREEMENT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Agreement, including scope and pricing, to the eligible Participating Entities.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Agreement and at the time any Card User Agreement (CUA) is placed pursuant to this Master Agreement and Participating Addendum. If, at the time of any such agreement, Contractor cannot make such representations and warranties, the Contractor shall not process any additional CUA and shall notify Enterprise Services, in writing, of such breach as soon as commercially reasonable but, in no event, later than ten (10) days after Contractor has knowledge of any such breach.

- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington and that, if required to by law, it will register with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington. Contractor further represents and warrants that it will do the equivalent, to the extent required, for any Participating State for which it executes a Participating Addendum.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Master Agreement and the three (3) year period immediately preceding the award of the Master Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.4. **PAY EQUALITY.** Contractor represents and warrants that, among its workers, similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Master Agreement and any Participating Entity hereunder similarly may suspend or terminate its use of the Master Agreement and/or any Participating Addendum entered into pursuant to the Master Agreement.
- 4.5. **EXECUTIVE ORDER 18-03 WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION).** Contractor represents and warrants, as previously certified in Contractor's bid submission, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Master Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.6. **INTENTIONALLY DELETED.**
- 4.7. **INTENTIONALLY DELETED.**

- 4.8. **QUALITY OF GOODS AND SERVICES.** Contractor represents and warrants that any goods and services provided pursuant to this Master Agreement, shall conform to this Master Agreement and Cardholder User Agreement, and shall be provided in full compliance with applicable law.
- 4.9. **NO EFFECT OF ADDITIONAL TERMS AND CONDITIONS.** Other than the terms and conditions listed in *Exhibit E - WEX Forms and Specific Terms & Conditions*, attached hereto, the terms of which shall govern the parties' relationship with respect to the relevant subject matter, Contractor represents and warrants that any Authorized Users agreement to "click through" or other terms and conditions shall not be binding and shall have no force or effect as to the Services of this Master Agreement or Participating Addendum, unless agreed to in writing between the parties. Without prejudice to first sentence of this Section 4.9, the parties agree that the terms and conditions listed in Exhibit E do not modify, amend or change the Master Agreement in any way and if there is a conflict between Master Agreement and any of the terms in Exhibit E, Master Agreement will govern. The parties agree that the "WEX Click Through Agreement" as set forth in Exhibit E shall apply with respect to any Purchasing Entity's use of the WEX website, notwithstanding anything to the contrary in the click-through terms and conditions that any Purchasing Entity shall click to approve in order to access such website.
- 4.10. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Participating Entity's employees. Contractor further represents and warrants that it will do the equivalent for any Participating State for which it executes a Participating Addendum.
- 4.11. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 4.12. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that, prior to conducting any transactions under this Master Agreement, Contractor will register with Washington's Statewide Payee Desk, which registration is a condition to invoice payment for the State of Washington.
- 4.13. **MASTER AGREEMENT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Agreement with eligible Participating Entities and ensure that those entities that utilize this Master Agreement are eligible Participating Entities. Contractor understands and acknowledges that neither Enterprise Services nor any Participating Entity are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, the State of Washington, or any Participating or Purchasing Entity in any promotional material without the prior written consent of Enterprise Services.
- 4.14. **MASTER AGREEMENT TRANSITION.** Contractor covenant that, in the event this Master Agreement or a similar contract, is transitioned to another contractor (e.g., Master Agreement expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of nine (9) months to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and all other Participating Entities.
- 5. USING THE MASTER AGREEMENT – ESTABLISHING A CARD USER AGREEMENT.**

- 5.1. **ESTABLISHING A CARD USER AGREEMENT (CUA).** Purchasing Entities shall establish a Card User Agreement as described in Exhibit D or as modified by the Participating State's Participating Addendum in order to receive cards, establish access to the online system, and leverage any other goods and services from this Master Agreement.
- 5.2. **EXTENSION OF CREDIT.** Contractor in its sole discretion extends credit and establishes accounts for Purchasing Entities. Contractor may research the financial condition of any Purchasing Entity. If requested, Purchasing Entity agrees to furnish Contractor copies of its official and finalized financial statements or other applicable financial information no later than 120 days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year over year and shall be in accordance with the books and records of Purchasing Entity. Any financial information submitted shall be kept strictly confidential by Contractor.
- (a) Purchasing Entities or any other entity or individual authorized by a Purchasing Entity to use an account opened pursuant to this Master Agreement or, as applicable, a Participating Addendum, or cards issued by Contractor pursuant to this Master Agreement or, as applicable, a Participating Addendum (each such entity or individual an "Account User") can make purchases up to the credit limit that is assigned by Contractor. The credit limit appears on the billing statement and can be monitored via WEXOnline®. Each Purchasing Entity shall not to exceed its credit limit. Contractor may change the credit limit without prior notice. Contractor will use its best efforts to provide advance notice of any changes to the credit limit. If Contractor is unable to provide advance notice, Purchasing Entity will receive notification promptly following any such change. If Contractor has previously permitted Participating Entity to exceed its credit limit, it does not mean that Contractor will permit Participating Entity to exceed its credit limit again.
 - (b) Contractor may suspend an account or refuse to authorize any transaction in its sole discretion and specifically in the event that: (i) any balance is past due more than 60 days (Purchasing Entity are contacted by WEX strategic receivables team prior to suspension. Should the authorized contact not respond, WEX strategic receivables will notify the Purchasing Entity's WEX premium fleet account manager to escalate concern to other contacts within that Purchasing Entity); and/or (ii) the amount of the transaction plus the outstanding balance (including transactions authorized but not yet posted) exceeds the credit limit. Contractor shall notify the Purchasing Entity prior to account suspension for past due balances or exceeding credit limits. Each Purchasing Entity shall, immediately upon request, pay the amount over the limit and any associated fees or the entire balance due on the account. Nothing contained in this Master Agreement prevents Purchasing Entity or an Account User from requesting a modification of the credit limit.
- 5.3. **ACCOUNTS AND ACCOUNT USERS.**
- (a) Purchasing Entity shall designate its Account Users as well as those contacts authorized to: (i) provide Contractor with the information necessary to establish and maintain Account(s), Cards, and DINs; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive other Account information; and (v) select additional products and/or services that may be offered. Purchasing Entity will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Contractor's customer service department or through Contractor's online system. Purchasing Entity remains liable for any unauthorized use until Contractor receives notice of any change in or removal of any Account User or contact. Contractor is

authorized to take instruction from any Account User or contact with apparent authority to act on Purchasing Entity's behalf. Unless Purchasing Entity reports any errors in Account information or Cards, Contractor is entitled to rely on that information for servicing the Account.

- (b) Purchasing Entity is responsible for notifying Contractor of any revocation of any Account User's authority and Purchasing Entity shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Contractor. Purchasing Entity agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. Purchasing Entity assumes all risk if Purchasing Entity chooses to leave a Card at an accepting location for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card or on that Account. Purchasing Entity agrees to keep DINs confidential and to provide for its employees or Account Users to not disclose any DIN. If Account Users or other employees disclose a DIN or write a DIN on a Card, then Purchasing Entity is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.
- (c) All Cards will be valid through the expiration date listed on the Card. Participating Entity will automatically receive new Cards prior to the expiration date of their current Cards. Standard delivery time for renewal cards is 30 to 45 days prior to the card expiration. Purchasing Entity's may request an earlier renewal timeframe if necessary.
- (d) Accounts and Cards will only be used for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes. Purchasing Entity shall adopt internal policies and controls to ensure that the Accounts and Cards are used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. Purchasing Entity agrees that Purchasing Entity's use of Cards or Accounts is deemed acceptance by Purchasing Entity of this Agreement's terms.
- (e) Contractor is not responsible in the event a merchant does not accept or honor a Card or Account number as payment.

5.4. DISPUTED AMOUNTS.

- (a) Purchasing Entity shall use its best efforts to resolve purchase disputes directly with the relevant merchant particularly such disputes arising out of quality or warranty issues.
- (b) During dispute a temporary credit may be placed on Purchasing Entity's account. All disputed items must be submitted in writing within sixty (60) days from the billing date or they will be final and binding. Purchasing Entity may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) Purchasing Entity does not believe it is liable for that amount.
- (c) Transactions made at an island card reader where the Purchasing Entity or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the transaction information submitted by the

merchant. It is also important to note that island card reader transactions require both a valid card and DID to be authorized.

- (d) Transactions in dispute may qualify for charge back to the merchant. Contractor shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. Any accepted charge back will be credited to the relevant Account. The Purchasing Entity may be liable for the Transaction if the disputed item is found to be no fault of the merchant and therefore cannot be charged back to the merchant.
- 5.5. NOTICE OF LOSS, THEFT OR UNAUTHORIZED USE. In the event that Purchasing Entity or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Purchasing Entity would like to terminate an Account User, Contractor must be immediately notified by calling 1-800-492-0669.
- 5.6. CONTROLS. Purchasing Entity may request that Controls be applied to its Account(s).
- 5.7. UNAUTHORIZED USE AND UNAUTHORIZED TRANSACTIONS.
- (a) The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including product codes that the merchant transmits to Contractor. The product codes are assigned by each merchant and not by the Contractor. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location.
 - (b) Default Control values are only assigned by Participating Entity through the online product. More detailed information related to Controls and their limitations is available online. Contractor is not responsible for the prudence of any particular Control level selected by Participating Entity. Contractor shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. Purchasing Entity remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Contractor. The existence and/or use of Controls will not affect Purchasing Entity's liability for Unauthorized Transactions in certain circumstances and is more fully described in the guidance information provided when Purchasing Entities make Control elections. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.
 - (c) Contractor may, in its sole discretion and/or without prior notice, modify Authorization Controls for the purpose of the prevention of suspected fraudulent activity, see Exhibit G Section 15 Fraud Protection. Contractor will notify Purchasing Entity after any modification is made. Purchasing Entity agrees it is responsible for reviewing fraud control data provided by Contractor for the purpose of detecting fraud that may occur within Control parameters.
- 5.8. REPORTS AND OTHER PRODUCT FEATURES.
- (a) Contractor provides transaction data for each Account to the Purchasing Entity as transmitted by merchants. Purchasing Entity is responsible for reconciling that data. Contractor will report the data received from merchants and as such is not liable for accuracy or completeness of the data received, posted or contained in any specialty reports, management reports, data services or other information services provided. In

addition, Purchasing Entity understands that in the event an error is identified in a report, such as incorrect product code, Purchasing Entity is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.

- (b) Except as otherwise expressly provided below, Purchasing Entity will be liable to Contractor for all unauthorized use or Unauthorized Transactions that occur: (i) when a Card is lost or stolen, for the period prior to which a Purchasing Entity gives notice to Contractor as provided in this Agreement; (ii) if such use or suspected use occurs as a result of the Purchasing Entity's lack of reasonable security precautions and controls surrounding the Cards or Accounts as described in this Agreement; or (iii) if such use results in a benefit, directly or indirectly, to the Purchasing Entity or Account User. Misuse as defined by Purchasing Entity internal Purchasing Entity policy by an Account User or other employee does not constitute fraud, unauthorized use, or an Unauthorized Transaction.
- (c) Purchasing Entity may purchase dyed special fuel using its Account or Cards. Purchasing Entity acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Contractor is not liable in any way for any misuse or mishandling by Purchasing Entity of any dyed special fuel. Upon request from applicable governmental authorities, Contractor may provide information regarding Participating Entity's dyed special fuel purchases without prior authorization from Purchasing Entity.

5.9. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Agreement, the Participating Addendum or as otherwise mutually agreed in writing between the Purchasing Entity and Contractor.

- (a) On-Site Requirements. Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchasing Entity's physical, fire, access, safety, or other security requirements required by any Participating State or Purchaser Entity while on their premises. Purchase Entities shall clearly communicate any such requirements to Contractor in the event Contractor is on their premises.

5.10. INTERNATIONAL USE OF CARDS/CURRENCY CONVERSION.

- (a) Cards are issued for use by Purchasing Entity's United States based operations, but may be used in Canada. Purchasing Entity may not distribute Cards to employees based in countries other than the United States. If Cards are used in any other country other than the United States, Purchasing Entity will: (i) be billed in US Dollars; and (ii) receive reporting in English.
- (b) Contractor will convert any purchase made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international Transactions is a rate selected by Contractor using rates available from the Oanda Index for the date that the Transaction is posted by Contractor, which rate may vary from the rate Contractor itself receives, or the government mandated rate in effect at that time.

6. STATEMENTS & PAYMENT.

6.1. **CONTRACTOR STATEMENT.** Contractor shall submit to Purchasing Entity's designated statement contact properly itemized account statements on a monthly basis. Such statements shall itemize the following:

- (a) Master Agreement No. 00819
- (b) Participating Addendum No.
- (c) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Purchasing Entity Service Representative)
- (d) Contractor's Federal Tax Identification Number
- (e) Statement amount; and
- (f) Payment terms, including any available prompt payment discounts.

Statements will not be processed for payment until receipt of a complete statement as specified herein.

6.2. PAYMENT.

- (a) Payment is the sole responsibility of, and will be made by, the Purchasing Entity. Payment is due in full within the earlier of (a) forty-five (45) days of statement or (b) the date required pursuant to the applicable Participating Entity's prompt pay act or similar legislation, in each case on or before the relevant cutoff time on or before the Due Date. If Purchasing Entity fails to make timely payment(s) (i.e., by the applicable Due Date) in full, such failure shall constitute a "Payment Default." "Due Date" means the date on which the repayment of the balance of the account is due as provided on a billing statement. In the event of a Payment Default, Contractor may invoice in the amount of up to one percent (1%) per month on the amount overdue or a minimum of \$1 (or as otherwise agreed in the applicable Participating Addendum) (the "Late Fee"). The Late Fee will be applied to the Total Outstanding Balance (as defined below) on the Calculation Date, not to exceed the amount allowable by applicable law]. The "Calculation Date" is the earlier of (a) the posting date for the Purchasing Entity's payment in full of the invoiced amount to its account, or (b) the last day of the Billing Cycle during which the Payment Default occurred. The "Total Outstanding Balance" is the invoiced amount, plus the amount of any unbilled transactions delivered by a merchant to Contractor, and minus any credits that have posted to the account, through the Calculation Date.
- (b) Each Purchasing Entity shall be liable for all Transactions on the account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Purchasing Entities may pay the entire balance of the account or a portion of it, at any time prior to its Due Date without penalty.
- (c) Payments made via paper check are posted to the account after processing and must arrive at Contractor at least three Business Days before the Due Date on the billing statement. It can take up to three Business Days to process a check from the time the envelope containing a check arrives at Contractor's facility to posting of the check amount to the account.
- (d) For payments not made by paper check, payments on a Business Day before the cut-off time (the "Cut-off Time") will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the

following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Contractor's online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Contractor by 3:00 p.m. ET.

- (e) Regardless of payment method, each Purchasing Entity must ensure that Purchasing Entity's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or this Master Agreement, may be delayed in posting.
 - (f) Each Purchasing Entity shall: (i) pay all fees set forth herein; (ii) pay all amounts payable for transactions on each card issued by Contractor, and (iii) perform all obligations, covenants, and warranties in this Master Agreement.
 - (g) Payments will be applied first to unpaid Late Fees and then to any unpaid balances. Each Participating Entity may pay their account balance or a portion of it, at any time prior to its due date without penalty.
- 6.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchasing Entity the full amount of any erroneous payment or overpayment. Such refunds shall occur promptly upon discovery by Contractor or within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchasing Entity shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchasing Entity may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.
- 6.4. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.5. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Agreement.

7. MASTER AGREEMENT MANAGEMENT.

- 7.1. **MASTER AGREEMENT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following administrators as the respective single points of contact for purposes of this Master Agreement. Enterprise Services' contract administrator shall provide Master Agreement oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Agreement. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
----------------------------	-------------------

Attn: WA Dept. of Enterprise Services PO Box 41411 Olympia, WA 98504-1411 Tel: (360) 407-2218 Email: DESContractsTeamCypress@des.wa.gov	Attn: Ryan Kelly WEX Inc. – North American Fleet 1 Hancock Street Portland, ME 04101 Tel: (952)-922-1104 Email: ryan.kelly@wexinc.com
--	---

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2. **CONTRACTOR RELATIONSHIP MANAGER.** In each Participating Addendum, Contractor shall designate a Relationship Manager who shall be responsible for addressing Purchasing Entity issues pertaining to this Master Agreement and Participating Addendum. Notwithstanding any provision to the contrary, Contractor agrees that upon written notice from Participating State it shall collaborate with such State to transition the Relationship Manager duties to an alternative representative so as to achieve the mutually beneficial relationship intended by this Master Agreement.
- 7.3. **ACCOUNT COORDINATOR.** In each Participating Addendum, Contractor shall designate an Account Coordinator who shall be responsible for addressing Purchasing Entity issues pertaining to this Master Agreement and Participating Addendum. Notwithstanding any provision to the contrary, Contractor agrees that upon written notice from Participating State it shall collaborate with such State to transition the Account Coordinator duties to an alternative representative so as to achieve the mutually beneficial relationship intended by this Master Agreement.
- 7.4. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Gabriel Weiss
Legal Director, North American Fleet
1 Hancock Street
Portland, ME 04101
Email: gabriel.weiss@wexinc.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; ADMINISTRATIVE FEE; & CONTRACTOR REPORTS.

- 8.1. **NASPO VALUEPOINT ADMINISTRATIVE FEE.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter (1/4 or 25%) of one basis point (0.0025% or 0.000025) of the National Annual Volume no later than sixty (60) days following the end of the calendar year. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.

- 8.2. **PARTICIPATING STATE ADMINISTRATIVE FEE.** Some states may require an additional fee be paid directly to the state only on PURCHASES made by Purchasing Entities within that state. The fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.
9. **NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS.** In addition to other reports that may be required by the Master Agreement, Contractor shall provide the following NASPO ValuePoint reports.
- 9.1. **SUMMARY SALES DATA.** Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zeros sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- 9.2. **DETAILED SALES DATA.** Contractor also shall report detailed sales data by: (1) Participating State, (2) Purchasing Entity (customer type, e.g. local government, higher education, K12, non-profit); (3) transaction date; (4) transaction amount; and (5) line item description for transactions with Level 3 data. Reports are due on a quarterly basis and must be received by Enterprise Services and NASPO ValuePoint no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to Enterprise Services and to NASPO ValuePoint electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by Enterprise Services and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under participating addenda executed under this Master Agreement. The format for the detailed sales data report is shown in this Master Agreement.
- 9.3. **NATIONAL ANNUAL SALES INCENTIVE REPORT.** Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator and Enterprise Services Contract Administrator with a National Annual Sales Volume Incentive Report reflecting each State's total annual spend, National Annual Volume Rebate earned no later than thirty (30) days after the end of the calendar year.
- 9.4. **NASPO VALUEPOINT EXECUTIVE SUMMARY.** Contractor shall provide NASPO ValuePoint an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- 9.5. **REPORT OWNERSHIP.** Timely submission of these reports is a material requirement of the Master Agreement. Enterprise Services and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy and otherwise use reports, data and information provided under this section.

9.6. CONFIDENTIALITY OF DETAILED SALES DATA AND PARTICIPATING ADDENDA.

- (a) Participating Addenda, as well as transaction data relating to purchases under this Master Agreement that identify the entity, transaction dates, line item descriptions and volumes, and prices/rates, shall be Confidential Information. Except as required by law, Contractor shall hold Confidential Information in confidence and shall not transfer or otherwise disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of purchase transactions under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. This provision does not apply to disclosure to the Lead State, a Participating State or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.
- (b) Contractor shall use and disclose Data solely and exclusively for the purpose of providing the services; and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data for Contractor's own purposes or for the benefit of anyone other than the Participating Entity without their prior written consent.

10. NASPO VALUEPOINT COOPERATIVE PROGRAM MARKETING AND PERFORMANCE REVIEW.

- 10.1. NASPO VALUEPOINT COOPERATIVE PROGRAM. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement, including the competitive nature of NASPO ValuePoint procurements, the Master Agreement and Participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- 10.2. LOGOS. NASPO ValuePoint logos may not be used by the Contractor in sales and marketing until a logo use agreement is executed with NASPO ValuePoint.
- 10.3. ANNUAL CONTRACT REVIEW. Contractor agrees to participate in an annual contract performance review at a location selected by Enterprise Services and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

11. RECORDS RETENTION & AUDITS.

- 11.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Card User Agreements (CUA) entered into by Participating or Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any order placed by a Participating or Purchasing Entity against this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 11.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly issued the Purchasing Entity the applicable rebate/incentive share. Accordingly, no more than once per calendar year (or more

frequently to the extent agreed between the parties), upon advance written notice of no fewer than 60 days from Enterprise Services, Contractor shall permit Enterprise Services, any Participating or Purchasing Entity, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or agreements entered into by Participating and/or Purchasing Entities under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Agreement or final payment for any account under this Master Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 11.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Participating or Purchasing Entity, Contractor shall (a) reimburse Participating or Purchasing Entity for any overpayments inconsistent with the terms of this Master Agreement, at a rate of 100% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Purchasing Entity for any underpayment of fees, at a rate of 100% of such fees found as a result of the examination of the Contractor's records.

Underpayment of Rebate/Incentive Share. Without limiting any other remedy available to any Participating or Purchasing Entity, in the event of a material underpayment of the Rebate/Incentive Share, in addition to compensating such Participating or Purchasing Entity for the deficiency, Contractor shall reimburse such Participating or Purchasing Entity for its reasonable out-of-pocket expenses incurred to discover and calculate the amount of such deficiency, or 25% of the amount of the deficiency, whichever is less, up to a maximum of \$15,000 per calendar year.

12. INSURANCE.

- 12.1. REQUIRED INSURANCE. DURING the term of this Master Agreement, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 12.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Agreement. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
- 12.3. INSURANCE CERTIFICATE. Prior to commencement of performance, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentation evidence acceptable to the Lead State that (1) names the Participating States identified in the Competitive Solicitation as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other Participating States' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable Participating State.

13. PUBLIC INFORMATION. This Master Agreement, all related documents, and all records created as a result of the Master Agreement are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. In addition, Participating Addendums and related records shall be subject to public disclosure as required by applicable law pertaining to such Purchasing Entity. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only – with the specific basis for protection under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

14. CLAIMS.

14.1 ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, and agents in connection with Contractor's operations under this Master Agreement. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchasing Entity's property resulting directly from its grossly negligent or fraudulent acts or omissions, or acts of willful misconduct under this Master Agreement.

14.2 THIRD-PARTY CLAIMS; INDEMNITY. Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchasing Entity and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees (collectively "claims") directly arising from any grossly negligent act or omission, or willful misconduct, of Contractor or its agents and subcontractors under this Master Agreement, except claims caused solely by Enterprise Services or any Purchasing Entity's gross negligence. Contractor shall take all steps needed to keep Purchasing Entity's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

14.3 THIRD- PARTY CLAIMS; INDEMNITY - INTELLECTUAL PROPERTY. Contractor shall defend, indemnify and hold harmless Enterprise Services and any Purchasing Entity, along with their officers and employees, from and against claims, damages or causes of action brought against Enterprise Services or any Purchasing Entity including reasonable attorney fees and related costs arising out of the claim that Contractor's operations/products or their use, infringes Intellectual Property rights of any person or entity.

- (a) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - i. Provided by the Contractor or the Contractor's subsidiaries or affiliates;
 - ii. Specified by the Contractor to work with the Product; or
 - iii. Reasonably required, in order to use the product in its intended manner, and in the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

- iv. It would be reasonably expected to use the Product in combination with such product, system, or method.
- (b) The indemnified party shall notify the Contractor within a reasonable time after receiving notice of an intellectual property claim. Even if the indemnified party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor was prejudiced in defending the intellectual property claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any intellectual property claim, it shall have no control over the defense and settlement of it. However, the indemnified party must consent in writing for any money damages or obligations for which it may be responsible. The indemnified party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the intellectual property claim, the indemnified party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the indemnified party in the pursuit of the intellectual property claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

14.4 **THIRD-PARTY CLAIMS; INDEMNITY: NASPO.** Contractor's indemnity obligations set forth above shall extend to an obligation to defend, indemnify, and hold harmless, NASPO and NASPO ValuePoint) to the same extent as Enterprise Services and any Purchasing Entity.

15. DISPUTE RESOLUTION. The parties shall cooperate to resolve any dispute pertaining to this Master Agreement efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute. For the avoidance of doubt, this Section 15 shall not apply to disputed transactions, which shall be governed by Exhibit G Section 16.

16. DEFAULTS AND REMEDIES.

16.1 SUSPENSION & TERMINATION FOR DEFAULT BY CONTRACTOR. Enterprise Services may suspend Contractor's operations under this Master Agreement immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Agreement. In such event, except as otherwise set forth herein, each of the parties' obligations to each other survive termination of this Master Agreement, until such obligations have been fulfilled.

16.2 DEFAULT BY CONTRACTOR. Each of the following events shall constitute default of this Master Agreement by Contractor:

- (a) Contractor materially fails to perform or comply with any of the terms or conditions of this Master Agreement;
- (b) Contractor breaches any representation or warranty provided herein; or

- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

16.3 REMEDIES FOR DEFAULT BY CONTRACTOR.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Agreement are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as set forth in this Master Agreement.

16.4 LIMITATION ON DAMAGES.

- (a) Notwithstanding any provision to the contrary, the parties agree that in no event shall Contractor be liable to Enterprise Services or any Participating Entity for special, consequential, exemplary or punitive damages. Except as otherwise required under applicable law, Contractor makes no warranty with respect to goods, products, merchantability, or services purchased with a card or the account, or through Contractor. Contractor is not responsible for any failure of a merchant to accept a card issued by Contractor hereunder.
- (b) Contractor's liability with respect to each Participating Entity under this Master Agreement for actual damages shall not exceed three times the sum of: (a) all fees paid by such Participating Entity to Contractor under this Agreement in the twelve (12) month period prior to the date when any claim is made against Contractor; plus (b) all other revenue earned by Contractor for all of Enterprise Services' transactions made in the twelve (12) months prior to the date of any claim made against Contractor; provided, however, that in the case of claims (as such term is defined and limited pursuant to and in accordance with Sections 14.2 and 14.3) directly resulting from a data breach (i.e., any access, destruction, loss, theft, use or disclosure of Enterprise Services' Data by an unauthorized party), Contractor's liability with respect to each Participating Entity under this Master Agreement for such damages shall not exceed six times the sum of: (a) all fees paid by such Participating Entity to Contractor under this Agreement in the twelve (12) month period prior to the date when any claim is made against Contractor; plus (b) all other revenue earned by Contractor for all of Enterprise Services' transactions made in the twelve (12) months prior to the date of any claim made against Contractor.

16.5 GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Agreement if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Agreement; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Participating Entity or Purchasing Entity from payment for purchases on account (and any related fees or other amounts owed to Contractor) as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

- (b) **Termination for Public Convenience.** Enterprise Services, for public convenience, may terminate this Master Agreement; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Participating Entity or Purchasing Entity from payment for purchases on account (and any related fees or other amounts owed to Contractor) as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Participating Entity or Purchasing Entity shall have any obligation or liability to Contractor.

16.6 **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the PARTIES shall cooperate to ensure an orderly and efficient suspension or termination. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

16.7 **IF A PURCHASING ENTITY DEFAULTS:** (i) it will not have any further right to borrow under the relevant PARTICIPATING Addendum; (ii) all outstanding amounts under the account shall be immediately due and payable; (iii) Contractor may terminate the relevant Purchasing Entity Cardholder Agreement; and (iv) Contractor will have the right to bring suit and exercise all rights and remedies available under applicable law. Alternatively, Contractor MAY, in its sole discretion: (i) suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate the Purchasing Entity Cardholder Agreement, whether as a result of the default to which such suspension of services or obligations relates or otherwise. For purposes of this Section 16.7, "default" means if: (a) Purchasing Entity fails to perform any obligation hereunder or, as applicable, the Purchasing Entity Cardholder Agreement; (b) a representation or warranty by Purchasing Entity in connection with this Master Agreement or, as applicable, the Participating Addendum, was incorrect or misleading when made; (c) any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Purchasing Entity; (d) any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Purchasing Entity; (e) there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Purchasing Entity, or any other material adverse change in the financial condition of Purchasing Entity; or (f) any adverse judgment, order or award is entered against Purchasing Entity that has a material adverse impact on the financial condition of Purchasing Entity or a detrimental effect on the ability of Purchasing Entity to perform its obligations to Contractor.

17. GENERAL PROVISIONS.

17.1 **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Agreement.

17.2 **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by any unforeseeable acts of God including, but not limited to, fire, riot, unusually severe weather, epidemics or pandemics, or war which are beyond that party's reasonable control which said party provides written notice within three (3) calendar days to the other specifying such force majeure event and their detailed plan to resume normal operations; *Provided*, however, that, in the event Contractor declares force majeure, Enterprise Services shall have the right to terminate this Master Agreement if such force majeure event interferes, in Enterprise Services' judgment, with the successful performance of Contractor's obligations under this Master Agreement for more than thirty (30) days; *Provided further*, that this Section 17.2 shall not apply to Enterprise Services' or any

Participating Entity's obligation to pay the balance on its account under this Master Agreement or, as applicable, any Participating Addendum.

- 17.3 COMPLIANCE WITH LAW. Each of the parties shall comply with all applicable law.
- 17.4 INTEGRATED AGREEMENT. This Master Agreement (including all exhibits, schedules and attachments hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 17.5 AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 17.6 AUTHORITY. Each party to this Master Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Agreement and that its execution, delivery, and performance of this Master Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 17.7 NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- 17.8 ASSIGNMENT. Neither party may assign its rights under this Master Agreement without the other party's prior written consent and any attempted assignment without such consent to be void.
- 17.9 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- 17.10 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Agreement, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action. Contractor irrevocably assigns to a state Participating Entity outside the State of Washington any claim for relief or cause of action as described in this subsection, and the same right to control such litigation, in connection with any goods and/or services provided in the Participating Entity's state.
- 17.11 SEVERABILITY. If any provision of this Master Agreement is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Agreement, and to this end, the provisions of this Master Agreement are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Agreement.
- 17.12 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Agreement, nor shall any purported oral modification or rescission of this Master Agreement by either party operate as a waiver of any of the terms hereof. No waiver

by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision. Similarly, failure of any party to insist upon the strict performance of any of the terms and conditions of any Participating Addendum, or failure to exercise any rights or remedies provided therein or by law, or to notify the other party in the events of breach, shall not release such party of any of its obligations under such Participating Addendum, nor shall any purported oral modification or rescission of such by either party operate as a waiver of any such terms thereof.

- 17.13 **SURVIVAL.** All covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Agreement shall survive and remain in effect following the expiration or termination of this Master Agreement, Provided, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 17.14 **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Agreement shall be governed by and construed in accordance with the laws of the State of Washington, provided that 12 U.S.C. 1831d shall apply on the basis of the location of the Contractor, without regard to its choice of law rules. The validity, construction, and effect of any Participating Addendum pertaining to the Master Agreement or order placed pursuant to such Participating Addendum shall be governed by and construed in accordance with the laws of the Participating Entity or Purchasing Entity's State, provided that 12 U.S.C. 1831d shall apply on the basis of the location of the Contractor.
- 17.15 **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Agreement, the parties agree to submit to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; Provided, however, that venue for any claim, dispute, or action concerning this Master Agreement or the effect of a Participating Addendum shall be in the Participating Entity's State.
- 17.16 **SOVEREIGN IMMUNITY.** In no event shall this Master Agreement, any Participating Addendum, or any act of the lead State, a Participating Entity, or Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.
- 17.17 **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Agreement or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 17.18 **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Agreement. Each party hereto and its counsel has reviewed and revised this Master Agreement and agrees that the normal rules of construction to the effect that any ambiguities are to be

resolved against the drafting party shall not be construed in the interpretation of this Master Agreement. Each term and provision of this Master Agreement to be performed by either party shall be construed to be both a covenant and a condition.

- 17.19 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Agreement, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Agreement including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Agreement.
- 17.20 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Agreement in their entirety.
- 17.21 CAPTIONS & HEADINGS. The captions and headings in this Master Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Agreement nor the meaning of any provisions hereof.
- 17.22 ELECTRONIC SIGNATURES. A signed copy of this Master Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Agreement or such other ancillary agreement for all purposes.
- 17.23 COUNTERPARTS. This Master Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Agreement.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Corinna Cooper

Name: Corinna Cooper

Its: Statewide Enterprise Procurement Manager

WEX BANK
A UTAH CORPORATION

By: Tim Laukka

Name: Tim Laukka

Its: President

APPROVED
By W435075 at 11:37 am, Oct 23, 2020

EXHIBIT A**FLEET CARD PRODUCTS**

This exhibit details the type of Fleet Card products and services that are within the scope of this Master Agreement. Fleet Card Types include:

- Fleet Card – Physical specialized Commercial Card used to capture fleet-related expenses (e.g., fuel, vehicle maintenance, aviation, marine, electric, repair and service).
- Cardless Account (WEXPay) – Virtual card (no plastic) account used for maintenance services.

WEX CARD PROGRAM

WEX is offering the Universal WEX Fleet Card, a corporate liability card that offers acceptance in all 50 states, at more than 95% of U.S. retail fueling locations, all of which provide Level III data. The card is accepted by all major oil companies and fuel retailers as well as independent merchants, in urban, rural, and remote locations.

The WEX Fleet Card is also accepted at more than 4,000 locations in Canada.

WEX customers can be billed using centralized or decentralized invoicing across agencies and departments as desired. The program supports nine levels of hierarchy, offering robust reporting and billing flexibility.

1. THE WEX FLEET CARD

The WEX Fleet Card program offers best-in-class card functionality, reporting and customer service. Our technology and services include:

- Level III data capture on 99.8% of transactions, including remote sites that may only transmit Level I or II using MasterCard, for greater insight and fraud protection
- Nine levels of hierarchy for more flexible reporting and billing options
- Advanced card-to-PIN functions; ability to tie one card to one PIN, etc.
- More flexible prompting options at point of sale
- Acceptance at more than 95% of all retail fuel sites in the U.S., plus expanded acceptance through virtual MasterCard technologies
- Comprehensive Federal and State tax exemption, reporting and recovery program
- Robust online reporting tools through WEXOnline®, including ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards for greater financial control and visibility
- Control user access to the online system, with advanced administrative functions

2. WEXPAY™

Along with the flagship Fleet card, WEX is offering **WEXPay™**, a tool that enables out-of-network purchases at an additional 398,000 merchants in the MasterCard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card.

This out-of-network tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay™ in conjunction with a Custom Control fleet card lets Purchasing Entity set the rules for drivers. Custom Control cards allow Purchasing Entity to set merchant, transaction, and even product type limits. WEX apply those limits to both WEX Fleet Card and WEXPay™ MasterCard transactions. Expanded coverage combined with integrated reporting and invoicing will further streamline Purchasing Entity fleet purchasing and operations.

How WEXPay Works: As a MasterCard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, WEX applies the Purchasing Entity's purchase controls and collect the same level of purchase detail, including Prompt ID and odometer. WEX integrate the purchase details into Purchasing Entity WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service our Purchasing Entity's expect from WEX.

** Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules.*

3. WEX SERVICE NETWORK

WEX also offers acceptance for service and maintenance needs through the **WEX Service Network**. WEX Custom Control cards can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products and services at national brand and local service stations, including Goodyear, Sears, Jiffy Lube, Valvoline, and Bridgestone/Firestone. The WEX card is currently accepted at more than 32,000 locations that provide service.

4. WEX EV FLEETCHARGE

The WEX Fleet card also helps government fleets in their sustainability and greening initiatives. If a Purchasing entity is facing mandates to cut emissions, **WEX EV FleetCharge**, WEX's partnership with ChargePoint, allows a Purchasing Entity to use their WEX Fleet card to pay for charges at more than 66,000 Electric Vehicle charging sites. Purchasing Entities will also get reporting on EV charges that integrates with their traditional liquid fueling activity for a total fleet view of their fuel usage.

5. AVCARD PROGRAM

Purchasing Entities can manage their aircraft fueling, maintenance, and activity as easily as they manage their ground fleet with the **AVCARD program**. AVCARD — a complete purchasing solution for fuel and related aviation services — is a credit card and contract fuel program used by corporate and private flight departments at both domestic and international airport locations. In addition to the Purchasing Entity's WEX Fleet Card account, WEX can set them up with an AVCARD account, which is integrated with the Purchasing Entity's WEX account.

AVCARD cards function as both a credit card and a contract fuel card. Purchasing Entities only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers.

AVCARD is the most widely accepted aviation credit card, providing fuel access at 7,500 locations in more than 190 countries. With an AVCARD account, a Purchasing Entity automatically participate in their Contract Fuel Program, which allows them to receive significant savings on jet fuel virtually everywhere in the world. AVCARD's 24/7 Fuel Dispatch team is available to find, prearrange and quote, Contract Fuel prices worldwide for all trips.

Look up accepting locations by individual IATA/ICAO codes or geographically by country, state and city at WFSCORP.com. Purchasing Entities can also:

- View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.)
- Prearrange fuel and services
- Log in to obtain contract fuel pricing
- Request a firm Price Quote by email
- Report a lost or stolen card online or use the toll-free number during business hours

Purchasing Entities can sign up and use the convenient features of the AVCARD program at no additional charge.

6. MARINE FUEL

Fleets can purchase gasoline and diesel fuel at **marine fueling locations** through a combination of direct acceptance of the WEX Fleet Card at marinas with branded oil locations through electronic point of sale systems, and at any of the more than 9,500 marina locations that accept MasterCard worldwide. The WEX Fleet Card and WEXPay™ would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

7. ALTERNATIVE FUEL & ADDITIONAL ACCEPTANCE

Certain WEX-accepting merchants supply ethanol, natural gas (CNG, LNG), propane (LPG), hydrogen, biodiesel, methanol, and other alternative fuels. So WEX has created an **Alternative Fuel Directory** using transaction information passed to WEX by accepting merchants, and from external sources such as the Department of Energy. This directory contains more than 6,000 WEX-accepting sites that carry at least one alternative fuel type. This directory is available through a download from [WEXOnline®](#), or can be provided in hard copy for use in vehicles. WEX uniquely reports ethanol, methanol, CNG, LNG, and biodiesel.

WEX is always **increasing its acceptance coverage** for fuel, marina and service locations. Because WEX currently have acceptance at more than 95% of all U.S. fuel sites, our merchant acquisition strategy is driven by the needs of our fleet customers requiring service in remote areas or acceptance outside of domestic coverage. If a fleet customer identifies specific fueling needs, WEX will work toward signing any needed location

If the customer has merchants that they would like to be part of the WEX accepting network who do not already have direct acceptance or cannot utilize the WEXPay™ tool, WEX will request the following information from the fleet:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from a Purchasing Entities fleet
- Name and phone number of fleet employee requesting WEX card acceptance

WEX will work with all interested parties toward gaining acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

WEX OPTIONAL PRODUCTS /SERVICES

1. **WEX FLEET CLEARVIEW™** is a suite of powerful, cloud-based analytic solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

With an eye toward designing solutions for fleets with a wide range of needs, WEX ClearView products present complex fleet data in straight-forward and compelling graphics turning information into insights.

ClearView Essentials. With ClearView™ Essentials, a Purchasing Entity will enjoy actionable insights into fuel expense and driver purchasing that they have not experienced before. Purchasing Entities will quickly see a gain in time savings due to the elimination of manual manipulation and analysis of spreadsheets and identify opportunities to reduce their fuel expense. ClearView™ Essentials, the cornerstone of the ClearView™ analytics product suite, provides a comprehensive range of analysis opportunities: Within the five ClearView™ Essentials modules there are many key pieces of functionality that can be utilized to more comprehensively and accurately analyze vehicles and the employees driving those vehicles each day.

ClearView™ Advanced. ClearView™ Advanced gives a Purchasing Entity all the data analytics power of ClearView™ Essentials and more. It offers exceptional opportunities for fuel price optimization. In addition, ClearView™ Advanced provides an entirely new channel for communicating with drivers and/or managers, enabling the Purchasing Entity to implement, track, and evaluate the effectiveness of driver messaging campaigns.

Identify and eliminate costly and unwanted driver purchasing behaviors: ClearView™ Advanced helps Purchasing Entities hone in on which drivers' purchasing habits represent the greatest opportunities for savings. Quickly spot drivers who purchase unnecessary fuel grades or consistently buy from high-priced merchants. Once the drivers are identified, they can be targeted with behavior-specific messaging campaigns delivered via email or text from the ClearView™ platform. Customers using ClearView™ Advanced have experienced success in reducing unwanted driver purchasing behaviors and have realized thousands of dollars in savings. ClearView™ Advanced is add-on feature to ClearView and is optional. The fee is **\$0.25/month (.25 cents) per active card.**

ClearView Snap. ClearView™ Snap gives a Purchasing Entity a quick snapshot of their agency's fueling activity in easy-to-interpret charts and graphs that are delivered directly to their inbox on a monthly and/or weekly basis. No login is required. These simple, clean visuals display prior period actuals, period comparisons, and trends over time. Easily share key fueling metrics with senior leadership and the field building awareness and oversight of their fuel card program.

ClearView Snap™ includes an Alexa voice skill which offers a new delivery channel, daily updates, and limited amounts of transaction-level information. Alexa will verbally relay information about dollars spent, gallons purchased, highest-spending employees, and tracks six savings opportunity and potential misuse exceptions, such as non-regular fuel purchases, exceeding tank capacity, and weekend fueling.

2. TAX EXEMPTION, RECOVERY, AND REPORTING PROGRAM

Federal Gasoline and Diesel Excise Tax-Exempt Program. WEX will invoice a Purchasing Entity net of all Federal excise taxes on gasoline and diesel, at the transaction level, regardless of merchant participation if they are qualified as tax-exempt.

State Sales, County and Local Taxes at Participating Merchants. WEX currently offers eligible tax-exempt entities a comprehensive tax exemption and reporting program for applicable motor fuel transactions based on merchant participation. The program supports the following levels of tax, including:

- State Primary (Excise Tax)
- State Secondary (Sales Tax)
- State Special
- County Primary (Excise Tax)
- County Secondary (Sales Tax)
- County Special
- City Primary (Excise Tax)
- City Secondary (Sales Tax)
- City Special

Tax-exempt reporting through WEXOnline®, WEXLink™ 300, and the paper PAR (Purchase Activity Report) shows:

- Exempted Tax, at the transaction level
- Reported Tax, at the transaction level
- Summary of tax types by product for both exempted and reported transactions (available on the paper PAR only)

State Sales Tax and County Tax at Non-Participating Merchants. For fueling transactions with those fuel marketers that do not participate in the WEX tax-exempt program, but for which the fleet is eligible to receive tax exemption, WEX reports applicable taxes as "Reported Tax." "Reported Tax" transactions list transactions and tax amounts that WEX does not exempt so the fleet can file for exemption. Many fleets use their WEXLink™ data file to aid in the recovery of taxes that could not be excluded through the tax-exempt program. Reporting shows:

- Exempted tax, by transaction
- Reported tax, by transaction
- Summary of tax types by product for both exempted and reported transactions

Tax Exemption for Non-Fuel Purchases. For non-fuel transactions, merchants may provide transactional data to WEX net of tax on a fleet-by-fleet basis at the merchants' discretion. Drivers must supply the merchant with proper documentation of the organizations tax-exempt status at the point of sale. The merchant will send the transaction to WEX, net of tax, for billing.

Qualification. Any fleet participating in this contract will be required to complete a certification process affirming its qualification to receive the tax exemption based upon the rules and criteria set by the appropriate taxing jurisdiction.

Required Data. Tax Exemption processing requires that the merchant provide electronically to WEX the following data points:

- Account Number

- Account Name
- Type of Fuel
- Gallons
- Price per gallon
- Total gross sale

Not all transactions may have exemptions applied to them. WEX is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased, and price per gallon. There are occasions where the merchant is unable to provide all the required documentation, therefore these transactions will not go through our tax processing. However, if a Purchasing Entity provides WEX with a copy of the sales receipt, WEX can repost these transactions and apply the applicable exemptions.

3. PRIVATE SITE AND BULK FUEL SOLUTIONS

For fleets with private site and bulk fueling needs, WEX offers secure, live authorizations and integrated reporting for onsite bulk fueling transactions. A Purchasing Entity can select one of two options.

Private Site Program. WEX's private site program allows a Purchasing Entity to use the WEX Fleet Card to activate pumps at their onsite bulk fuel tanks, allowing for increased security and asset-level fuel usage reporting on their bulk fuel. WEX captures Driver ID and odometer information, authorizes the card swipe, and provides integrated reporting of the private site transactions with the Purchasing Entities retail transactions while excluding onsite fuel transactions from their invoice.

Private Site Reporting. Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report and allows the Purchasing Entity to monitor private transactions for abuse through purchase controls at the point of sale using their WEX card.

This program provides in-depth reporting of onsite fuel transactions at the vehicle level, integrated with retail fuel purchases. Onsite fuel transactions are excluded from the Purchasing Entity's invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with their retail transactions.

Once installed, a Purchasing Entity's card readers will be required to retain reportable information so they don't have to. Just like a retail transaction, the driver initiates the data capture by entering the Driver ID and odometer. The card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into the Purchasing Entity's fleet's usage reporting. Card security features help mitigate fuel theft, and comprehensive tracking of usage and consumption will help them better control costs.

Using private site card readers with the WEX Fleet Card Program quickly gets Purchasing Entities on track to minimize time, effort and cost of administering fuel usage.

Transactions that occur at a private site location, utilizing a local (non-networked/non-WEX) authorization, carry no additional costs from WEX. If a site owner were to network their transactions from their owned private site locations to WEX (run each transaction through a network to WEX for authorization), there is a **\$0.15/transaction** (.15 cent) cost. This is a pass-through cost of using a network.

4. WEX EMERGENCY FUEL PROGRAM

WEX Emergency Fuel is an optional service may be offered, negotiated and mutually agreed in Participating Addendum.

High Level Overview of program: For public safety and public works vehicles that require 100 percent uptime, guaranteed, **WEX Emergency Fuel** provides peace of mind to public fleet administrators who cannot be caught without fuel in an emergency. Sign up for WEX Emergency Fuel and when weather or a disaster disrupts a Purchasing Entities fuel supply, WEX will connect them with one of our approved partners to get their fleet back on the road with the fuel they need. Guaranteed. Because WEX partners with the leading providers of emergency fueling services, WEX has the necessary supply sources and logistical network to guarantee 100% uptime, including fuel dispensing equipment, mobile fueling trailers, military-grade rapid deployment equipment, high-water fueling vehicles, mini-mobile fueling stations, diesel and gasoline generators and more.

EXHIBIT B**FLEET CARD REBATE/INCENTIVE SHARE**

This Exhibit includes the Rebate/Incentive Share components for Fleet Card Services.

Rebate amounts will be based on total spend less write-offs, returns, and fraudulent charges.

A single payment combining Incentive Share Components 1 and 2 will be paid directly to the Participating State/Purchasing Entity on a quarterly basis as determined in the Participating Addendum. Incentive Share Payments can be made via account credit, mailed check, ACH or EFT payment (standard or non-standard format) as determined in the Participating Addendum. Incentive Share Payments must be received no later than the 60th day following the end of each calendar quarter.

Incentive Share Component 3 will be paid to the Participating State on an annual basis. Incentive Share Payment can be made via mailed check, ACH, or EFT as determined in the Participating Addendum. Incentive Share Payment must be received no later than the 60th day following the end of each calendar year.

Delivery of the rebate may be adjusted in any Participating Entity's Participating Addendum.

1 Basis Point = .0001 or .01%

INCENTIVE SHARE COMPONENTS
1. INCENTIVE SHARE #1 – STANDARD VOLUME INCENTIVE

Each Participating Entity will receive a basis point (percentage) of their quarterly standard sales volume. The formula for calculating the Standard Volume Incentive is:

Quarterly Total Volume x basis points = Quarterly Standard Volume Incentive.

Basis Points Offered: 170 basis points (1.70%)

Conditions. The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 45 calendar days of the billing date appearing on the Purchasing Entity's invoice; (3) credit approval.

Quarterly Total Volume spend by all Purchasing Entities for all card liability products in a Quarter. "Quarterly Total Volume" includes the total amount of all purchases made using Cards at retail locations that appear on invoices provided to the Purchasing Entity in three calendar months. Quarterly Total Volume shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to their accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations* (currently Flying J, Loves, TA, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen. **Purchasing Entities will be charged the posted cash price at Tier 1 truck stops.*

2. INCENTIVE SHARE #2 – PROMPT PAYMENT INCENTIVE

Each Participating Entity will receive a basis point (percentage) of their Quarterly Total Volume based on the entity's average speed of pay. The formula for calculating the Prompt Payment Incentive is:

Quarterly Total Volume x Basis Points for Entity average file turn days = Quarterly Prompt Payment Incentive.

Note: The payment terms for the Master Agreement is forty-five (45) days.

Conditions. The Prompt Payment Incentive set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Average File Turn Days in the Prompt Payment Table.

Basis Points Offered:

Avg File Turn Days	Basis Point	Avg File Turn Days	Basis Point	Avg File Turn Days	Basis Point
1	20	21	7.375	41	1.25
2	19	22	7	42	1
3	18	23	6.625	43	0.75
4	17	24	6.25	44	0.5
5	16	25	5.875	45	0.25
6	15	26	5.5	46	0
7	14	27	5.125	47	0
8	13.5	28	4.75	48	0
9	13	29	4.375	49	0
10	12.5	30	4	50	0
11	12	31	3.75	51	0
12	11.5	32	3.5	52	0
13	11	33	3.25	53	0
14	10.5	34	3	54	0
15	10	35	2.75	55	0
16	9.5	36	2.5	56	0
17	9	37	2.25	57	0
18	8.5	38	2	58	0
19	8.125	39	1.75	59	0

20	7.75
----	------

40	1.5
----	-----

60	0
----	---

3. INCENTIVE SHARE #3 – NATIONAL ANNUAL VOLUME INCENTIVE

Each Participating State will receive an incentive based on the total National Annual Volume (total annual sales for all Participating States/Participating Entities). The formula for calculating the National Annual Sales Volume Incentive is:

National Annual Volume (for all Fleet products) x basis points = National Annual Sales Volume Incentive.

Conditions. The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 45 calendar days of the billing date appearing on the Purchasing Entity's invoice; (3) credit approval.

Total annual volume spend by all Participating States/Purchasing Entities for all card products in a calendar year. "National Annual Volume" includes the total amount of all purchases made using Cards at retail locations that appear on invoices provided to the Purchasing Entity in a calendar year. National Annual Volume shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to their accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations* (currently Flying J, Loves, TA, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen. **Purchasing Entities will be charged the posted cash price at Tier 1 truck stops.*

Basis Points Offered:

Total Annual Spend	Basis Points
\$50,000,000 – \$100,000,000	10
\$100,000,001– \$200,000,000	15
\$200,000,001– \$300,000,000	20
\$300,000,001– \$400,000,000	25
\$400,000,001+	30

FEES

Below is a list of fees allowed under this Master Agreement.

Fee Type	Fee Amount
Foreign Transaction Fee	1.5% of the total transaction value
Overnight Delivery Fee	\$15.00 per occurrence

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Agreement, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Agreement.
 - b. **COMMERCIAL AUTOMOBILE LIABILITY INSURANCE.** 'Symbol 1' Commercial Automobile Liability coverage (and, if necessary, commercial umbrella liability insurance) included coverage for all owned, hired, and non-owned vehicles. The combined limit per occurrence shall not be less than \$1,000,000.
 - c. **WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP).** Contractor shall comply with applicable Workers' Compensation or Industrial Accident Insurance providing benefits as required by law, including Employer's or Stop-Gap Liability with a minimum limit of \$1,000,000 per accident.
 - d. **PROFESSIONAL LIABILITY (ERRORS & OMISSIONS) INSURANCE.** Professional Liability insurance in the amount of not less than \$2,000,000 combined single limit per occurrence, \$4,000,000 general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of personal injury, bodily injury, death, or damage to property, including the loss of use thereof, and damages because of negligent acts, errors, and omissions in any way related to this Master Agreement.
 - e. **CRIME INSURANCE/EMPLOYEE DISHONESTY.** Employee Dishonesty and (when applicable) Inside/Outside Money and Securities coverage for State of Washington and/or purchaser owned property in the care, custody, and control of Contractor, including computer fraud. Coverage limits shall not be less than \$2,000,000.
 - f. **CYBER RISK LIABILITY INSURANCE.** Cyber Risk Insurance, on an occurrence form. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Master Agreement. Limits are \$8,000,000 per claim/annual aggregate.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, and errors and omissions policies required by this Master Agreement.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed reasonably acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reasonably reject all or any insurance carrier(s) with an unacceptable financial rating.

3. **ADDITIONAL INSURED.** Except for Workers' Compensation, Professional Liability, and Commercial Automobile Liability, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement, including blanket Additional Insured Endorsements, attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Agreement, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services within 10 business days of the renewal of any required insurance. Failure to provide proof of insurance, as required, and upon 10 business days prior written notice to Contractor's Risk Manager, could result in contract cancellation. All policies and certificates of insurance shall include the Master Agreement number stated on the cover of this Master Agreement.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser; but only to the extent an indemnity is owed pursuant to this Agreement. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor; but only to the extent an indemnity is owed by Contractor pursuant to this Agreement.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages; but only to the extent Contractor is legally liable to indemnify the State of Washington and any Purchaser under this Agreement.
8. **NOTICE OF CANCELLATION.** Contractor or its insurer representative shall use best efforts to provide 30 days prior written notice of cancellation of any policy required under this Agreement.

EXHIBIT D**ESTABLISHING A CARD ACCOUNT AGREEMENT****INTRODUCTION**

This exhibit explains the process and documentation for establishing an account for an individual Purchasing Entity. Participating States may edit this via the Participating Addendum process.

NEW ACCOUNT & CARD SET-UP: STATE AGENCY ACCOUNTS

In the initial implementation phase, a universal credit line will be established for a Participating Entity based on the Participating Entity's needs and spend requirements. WEX has the ability to place protection against credit lines to ensure a Participating Entity does not experience any service interruptions due to sudden increased spending that can be caused by seasonal, emergency or other unexpected occurrences. This universal credit line then applies to all applicable accounts under the Participating Entity's hierarchy, allowing them to set up accounts without needing to seek a new credit line for each new card set-up.

For new accounts under a Participating Entity's hierarchy, an electronic template is completed and tax exemption information is collected, either through a blanket tax exemption for the Participating Entity, or individually by agency depending on how the Participating Entity is set up with tax identification numbers.

The information required for a new account set-up typically includes account name, DBA account name, account level within the existing Participating Entity's hierarchy, shipping address, and if there are any other further requirements specific requirements a given Participating Entity may have, like ERP integration, etc. Once the information is captured and processed by WEX, an account number is generated and provided to the Participating Entity to complete the proper tax exemption paperwork for enrollment in the WEX Tax Program, assuming it is a financially liable account.

FLEET CARD ENROLLMENT PROCESS: EXISTING PARTICIPATING ENTITY ACCOUNTS

Program administrators can add cards and drivers via the Fleet Manager module of WEXOnline®, WEX's web-based account management and reporting tool, or through WEX customer service or the Participating Entity's Premium Fleet Services Account Manager. The Premium Fleet Services Account Manager is a one-to-one point of contact assigned to the Participating Entity for day-to-day operational support and account needs. The Fleet Manager module allows the fleet manager to add, edit, suspend, reactivate, and terminate cards and drivers, to add and manage card controls, and to view and download invoice details.

Purchasing Entities can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce their purchasing policies
- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase)
- Edit account information

Card orders: WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, Purchasing Entities can have

cards sent that day. They can use their own shipping account number, or be charged a fee to cover the shipping costs. The WEX overnight fee, is included in Exhibit B. If a WEX card is lost or stolen, it should be reported immediately to WEX's Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account electronically through WEXOnline®.

NEW ACCOUNT AND CARD SET-UP: POLITICAL SUBDIVISION ACCOUNTS

Eligible new accounts using this Master Agreement under a Participating Entity's Participation Addendum (i.e. cities, counties, schools, etc.) will need to complete a Credit Application that references the Master Agreement/Participating Entity's Participating Addendum and have their credit adjudicated independent of the State's line of credit. WEX will collect both the credit application and tax exemption form, both of which can be completed electronically or manually, from the interested entities prior to their account set-up.

*See the WEX Credit Application, attached in Exhibit E, for a political subdivision participation under this Master Agreement.

Note: This Credit Application can be customized and can be discussed with each Participating State during the discussion of their Participation Addendum. A Credit Application will be made for each Participating State to account for the Master Agreement and that state's individual Participation Addendum to the Master Agreement.

EXHIBIT E

WEX FORMS AND SPECIFIC TERMS & CONDITIONS

This exhibit includes form templates and specific terms and conditions for certain WEX products and services.

Required Forms for Fleet Card Products and Services

- Addendum to the Fuel Card Services Agreement (Credit Application)
- WEXOnline Click through Terms & Conditions

Optional Products and Services Forms

- Tax Exemption and Reporting Program
- WEX ClearView Enrollment Packet
- Private Site Enrollment Packet
- WEXPay Enrollment Packet

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK AND THE STATE OF (the "STATE")**

CREDIT INFORMATION					
Participating Entity agrees that in the event the account is not paid as agreed, WEX Bank may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.					
Participating Entity			Phone #	Fax#	
Headquarters Name and Physical Address (Do not include PO Box)				Applicant's Taxpayer ID # (TIN, FEIN or SSN)	
In Business Since (yyyy)	Year of Incorporation	Number of Veh	Avg Monthly Fuel Expenditure \$	Avg Monthly Service Expenditure \$	
ACCOUNT SETUP INFORMATION					
Write Participating Entity name as it should appear on cards. Limit of 20 characters & spaces. Unless specified, no Purchasing Entity name will appear on cards. 					
Billing Contact		Billing Address		City	State Zip+4
Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information WEX provides from time to time and to take actions with respect to your account and account access. This is also the person designated by the Purchasing Entity to provide all fleet vehicles, driver and other information WEX may request.					
Authorized Fleet Contact Name		Title	Phone #	Fax #	
Mailing Address (if different from billing address)			City	State	Zip+4
Email address (required to take advantage of product type card controls)					
Card Controls: To help WEX estimate the Purchasing Entity's credit needs, indicate the types of cards they anticipate using. If the Purchasing Entity provides a valid email address above, they can select from these product type options: ☐ All Products ☐ Fuel & Service ☐ Fuel & Fluids with Roadside Assistance ☐ Fuel with Roadside Assistance ☐ Mix of card types					
☐ Check here if business is exempt from motor fuels tax					
TERMS					

DEFINITIONS:

"Agreement" means: Contract No. XXXX effective for Fuel Cards and Fuel Management Services (the "Agreement") between the (State of XXXX and NASPO Value Point and WEX Bank.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above.

All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

AGREEMENTS OF WEX BANK AND PARTICIPATING ENTITY:

1. This Addendum is to allow the Participating Entity to participate under the Agreement between WEX BANK and the State. It does not modify, amend or change the Agreement in any way. The parties agree to comply with the terms and conditions of Contract No. XXXX which is referenced and made a part of this transaction.
2. Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
3. Participating Entity hereby requests the services of WEX BANK described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
4. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

INFORMATION SHARING DISCLOSURE: Information regarding Purchasing Entity's transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to them.

COMPLIANCE WITH FEDERAL LAW: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on behalf of the Participating Entity.

Signature: _____ Printed Name: _____
 Title: _____ Date: _____

Complete and sign addendum. Fax to 1-207-253-1328.

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code YBA	Account Number 04
------------------------	--------------	------------	--------------	--------------------	----------------------

WEX ONLINE CLICK-THROUGH TERMS AND CONDITIONS

1. General

WEX Inc., the parent company of Contractor ("WEX") provides this web site subject to the following terms of use ("Terms"). WEX owns and operates this site. Any Purchasing Entity's continued use of this website constitutes its acceptance of these Terms.

2. Purpose of the Website

The goal of the web site is to provide Any Purchasing Entity with access to information about WEX products and services, and certain functionality with respect to the Business Charge Accounts under or any Purchasing Entity's program. Continued use of the site constitutes the Purchasing Entity's acceptance of these terms and conditions.

3. Trademarks, Service Marks and Copyrighted Materials

WEX controls and operates the website. All content on the website, including, but not limited to, text, photographs, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by United States and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). The content is owned and controlled by WEX, its affiliates, or by third party content providers, merchants, sponsors and licensors (collectively the "Providers") that have licensed their content or the right to market their products and/or services to users of this site using this site. Purchasing Entity agrees to abide by all additional copyright notices, information, or restrictions contained in any content that is presented on this site.

Purchasing Entity's may not use any registered or unregistered trademarks, service marks or copyrighted materials appearing on the website, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. Purchasing Entity may not frame, deep link, or otherwise incorporate into another website any of the content or other materials on this website without WEX's express prior written consent.

Violation of trademark and copyright laws may result in significant civil liability or criminal penalties under United States and/or worldwide copyright and trademark laws. Purchasing Entity recognizes that any reproduction or use of content, except as authorized by these Terms, is considered intentional infringement.

4. Use of the Site

Purchasing Entity is are accessing this site using the Internet and Purchasing Entity's Internet service provider. Security cannot be guaranteed. WEX hereby disclaims all liability for any security breaches of online communications or for any electronic, computer or other system failures. WEX shall not be liable to any person for loss, liability or damages, including consequential or special damages, arising as a result of any security breaches or system failures or any other defect of the electronic online communication procedures, including, without limitation, loss due to data modification or destruction.

Purchasing Entity agrees not to use this site for any purpose except (a) access to descriptions of WEX products and services and (b) to the extent agreed with WEX, certain specified functionality with respect to the Business Charge Accounts under Purchasing Entity's program. In using this site Purchasing Entity' agrees not to disrupt or interfere with the site, its services, system resources, nor to upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files. Purchasing Entity' also agrees not to use, attempt to use, or access other accounts,

or create or use a false identity on the site.

For the avoidance of doubt, the indemnification provisions set forth above are in addition to those set forth in (i) for Fleet Customers, their Business Charge Account agreement(s) and/or terms and conditions and (ii) for Partners, their Program Agreement(s).

WEX reserves the right to terminate or suspend access to wexinc.com, in whole or in part, at any time, without notice.

This site and the information provided on this site is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular purpose. WEX, its subsidiaries and affiliates, make no warranty that use of the site or the materials will be uninterrupted, timely, secure, or error free or that defects, if any will be corrected and WEX assumes no responsibility for any damages that may be suffered by any Purchasing Entity, including, but not limited to, losses from delays, nondelivery of content or any communications, errors, system down time, network or system outages, file corruption or service interruptions.

5. Governing Law

WEX Inc. operates this website (excluding linked sites) from our offices within the state of Maine. The website can be accessed from all 50 states, as well as from other countries around the world. These Terms and Purchasing Entity's use of the web site shall be governed by the laws of the State of Washington, without regard to conflict of laws provisions and shall not be governed by the United Nations Convention on the International Sale of Goods. WEX makes no representation that materials on this web site are appropriate or available for use in other locations, and accessing them from territories where the content is illegal is prohibited. Customers who choose to access this web site from other locations do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which the user resides.

6. Questions

For questions concerning these terms or the products described online please call the following number: 1-800-492-0669, or send inquiries to: WEX Inc., P.O. Box 639, Portland, ME 04104.

TAX EXEMPTION AND REPORTING PROGRAM

The WEX Tax Exemption and Reporting Program can significantly reduce accounting and administrative time for qualified fleets exempt from motor fuel excise taxes or certain sales taxes — at Federal, state, county or local levels.

Benefits include:

- Net billing of federal excise tax on applicable fuel purchases at any location.
- Net billing of state, local, county and special tax on applicable fuel purchases at participating merchant brands based on local tax laws.
- Detailed reporting of the purchase data and tax exemption.

Exemptions are dependent upon several factors, such as the Purchasing Entity's tax-exempt status for fuel purchases, the taxing jurisdiction's laws, regulations and requirements, and for most state, county and local taxes, require merchant participation. In the event that a transaction cannot be billed "net of tax", a Purchasing Entity will receive detailed reporting showing the full purchase price and the tax paid.

Before WEX can start billing a Purchasing Entity net of applicable taxes on fuel transactions based upon their eligibility, they will need to complete the following required documentation:

1. Tax Exemption and Reporting Program Enrollment form (enclosed)
2. Certificate of Buyer of Taxable Fuel form for federal exemptions (enclosed)
3. Any required State forms – obtain these from the appropriate state governing body.

Please review the enclosed Frequently Asked Questions sheet for helpful information on the program.

IMPORTANT: Purchasing Entities must fill out all forms completely and accurately in order to avoid delays in their program enrollment, so please follow the instructions on the enrollment form carefully.

IRS regulations require that WEX Inc. obtain from a Purchasing Entity, their certification that they are eligible to receive exemptions from federal excise taxes. For all other taxing jurisdictions (state, county, local) a Purchasing Entity may need to submit similar certifications as required by the different taxing jurisdictions. The state certifications may, in most cases, be obtained from the appropriate state's tax department. WEX must have all applicable documents on file prior to providing a Purchasing Entity with exemptions. It is the customer's responsibility to make sure WEX has all of the necessary current forms properly filled out in order to be billed "net of tax".

If a Purchasing Entity has any questions about the program or the enclosed materials, please call WEX at **1-866-841-3542**.

TAX EXEMPTION & REPORTING PROGRAM FREQUENTLY ASKED QUESTIONS

Q: If my fleet begins fueling before I have provided all necessary tax exemption paperwork, what will occur?

WEX will not be able to bill a Purchasing Entity net of taxes or report tax exemptions until WEX has received all necessary forms and completed the qualification and setup process.

Q: When will taxes begin to be exempted?

Once WEX receive all the properly completed forms, WEX will complete the tax exemption setup in approximately 3 business days. WEX will then begin calculating applicable exemptions. It is a Purchasing Entity's responsibility to notify WEX of any errors or omissions that they feel may have occurred. If a Purchasing Entity notices any problems, contact the WEX tax department at 1-866-841-3542.

Q: How can a Purchasing Entity determine their fleet's tax-exempt status for fuel, as well as what type of forms they need?

Purchasing Entities should contact their local Department of Revenue for free help and answers regarding their tax-exempt status for fuel and necessary forms. This agency can best assist a Purchasing Entity with questions of this nature.

Q: Will a Purchasing Entity's fleet be exempted from federal fuels excise taxes?

Yes, if the Purchasing Entity is a qualified entity. Federal law effective January 1, 2006 allows a card issuer to invoice qualified fleets net of federal gasoline and federal diesel excise tax for transactions that occur wherever cards are accepted in all 50 states. In order to be exempted from federal fuels excise taxes, a Purchasing Entity will need to complete a Certificate of Buyer of Taxable Fuel in the name of the card issuer.

Q: Does Purchasing Entity's tax-exempt status apply in all states and localities?

The local Department of Revenue, in each state that a Purchasing Entity's fleet will be fueling, will be able to help determine exemption eligibility for each state and locality respectively.

Q: Will a Purchasing Entity receive state and local exemptions anywhere they can fuel with the card?

Not necessarily. Merchant brand participation in the WEX tax program is optional in most states. Merchant participation is not necessary in the following states: Maine, Georgia, Michigan, North Carolina, Alabama, New York and New Jersey.

Q: What should a Purchasing Entity do if their tax-exempt status changes?

The Purchasing Entity should immediately notify WEX by calling the WEX Inc. Tax Exempt Department at 1-866-841-3542.

Q: Do any of these forms expire and if so will a Purchasing Entity be notified prior to the expiration?

Yes. Federal forms expire every 24 months and certain state forms expire as well. Starting at 120 days prior to the expiration of a Purchasing Entity's tax exemption form(s), WEX will send the Purchasing Entity three monthly reminders that renewed forms are required. If WEX has not received renewed tax exemption forms by the expiration date, the tax exemption process will cease until WEX receives the necessary paperwork and no credits will be given.

Q: Will a Purchasing Entity's fleet be exempted from taxes on non-fuel products?

The Tax Exemption Program provides applicable tax exemption and reporting for **motor fuel taxes only**; however, merchants may provide WEX with non-fuel transaction data net of tax on a fleet-by-fleet basis at their discretion. The fleet will need to supply the merchant with proper documentation of their tax-exempt status at the point of sale for this to occur.

Q: What if a Purchasing Entity's fleet is entitled to a refund for motor fuel taxes that cannot be exempted up front through the WEX program?

In these instances, the "non-exemptible" tax is reported (not exempted) on the Purchasing Entity's fleet report. These reported taxes appear at the transaction level and at a summary level, providing them with supporting documentation, which can help them when filing for a refund of the non-exempted taxes.

Q: What types of tax information reporting will a Purchasing Entity receive?

At the transaction level, a fleet report will provide Gross Cost, Exempted Amount, Net Cost and Reported Taxes (for non-applicable taxes). Additionally, a Tax Exemption Summary will provide a detailed list of all taxes exempted, sorted by state and by tax type. Finally, a Tax Reported Summary will provide a detailed list of all taxes reported, sorted by state and by tax type.

Q: How does a Purchasing Entity know how many forms to send in?

If a Purchasing Entity qualifies for Federal exemptions, they need to send in one form per account or one form with a letter certifying all accounts belong to the same FEIN. If a new account is added in the future, a new form or amended certification letter will need to be sent. For state exemptions, each state is different and will be addressed on an individual basis.

Q: What if a Purchasing Entity believes there is an error with their exemptions?

The Purchasing Entity must notify WEX in writing within sixty (60) days of the billing date of the alleged error. WEX requests that the customer provide as many details regarding the error as possible including, but not limited to: transaction date and time, dollar amount and reason for alleging an error.

CERTIFICATE OF BUYER OF TAXABLE FUEL FOR USE BY A STATE OR NONPROFIT EDUCATIONAL ORGANIZATION

(To support credit card issuer's claim for a credit, refund, or payment under § 6416(a) (4) (B) or § 6427(l) (6) (D) of the Internal Revenue Code.)

WEX Account Number (if known):

Federal Tax Identification Number:

Certification:

The undersigned hereby certifies under penalties of perjury that I am the (Title of Officer):

Of (Certifying Entity): _____

Entity Physical Address: _____

Entity Phone Number: _____

And that I am authorized to execute this certificate and that all purchases, are, or will be, purchased using a credit card issued by

(Credit Card Issuer):

WEX BANK

7090 Union Park Center, Suite 350

Midvale, UT 84047

Buyer will use the taxable fuel to which this certificate relates for the exclusive use of: (check one)

- | | |
|---|--|
| ☐ State government | ☐ American Red Cross or Blood Collection Center |
| ☐ Local government | ☐ Indian Tribe |
| ☐ Public nonprofit educational organization | ☐ Volunteer Fire/Rescue |
| ☐ Private nonprofit educational organization | ☐ Foreign Diplomat (they must provide a copy of their PID Card) |

and it applies to all exempt purchases of gasoline and diesel fuel, if eligible, using charge cards issued by the Credit Card Issuer named above. Information including the nature and quantity of each purchase of gasoline and diesel fuel (the subject of this Certificate) are evidenced by periodic reports provided by WEX BANK, the above-named Credit Card Issuer.

Certification will be valid for twenty-four consecutive calendar months commencing upon completion and remittance of this Certificate. WEX Inc. may extend the certificate period upon its discretion for an additional period not to exceed four months.

I understand that by signing this certificate, I, as an authorized representative of the entity named above, give up our right to claim a credit or payment for the taxable fuel purchased with the credit card to which this Certificate relates. I understand that the exemption from tax, in this case of sales of articles under the exemption Certificate, is limited to the sale of articles purchased for our exclusive use. I understand that the fraudulent use of this Certificate for the purpose of securing this exemption will subject us, and all parties making such fraudulent use of this Certificate, to fines or imprisonment, or both, together with the costs of prosecution.

The parties agree that a signed transmission shall be considered valid for purposes of this certification and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

Authorized Signature

Printed Signature

Title

Date

Email or FAX completed forms to TaxExemptForms@WEXINC.Com or 1-207-523-7104

INTERNAL USE ONLY	Sales Representative:	
-------------------	-----------------------	--

TAX EXEMPTION & REPORTING ENROLLMENT FORM

Instructions:

1. Complete part A and sign form at the bottom.
2. Attach FEDERAL Certificate of Buyer and STATE forms (see details below).
3. For questions on signing up for tax exemption and reporting, please call 1-866-841-3542 or email GovTaxServices@WEXInc.com.
4. Email completed forms to TaxExemptForms@WEXInc.com, fax to 1-207-5237104, or mail to Fleet Services, Tax Exempt Department, P.O. Box 639, Portland, ME 04104.
5. Retain the terms on page 2 for your records.

A. ACCOUNT INFORMATION	
Fleet Name:	WEX Account Number (if known):
Authorized Fleet Contact:	Phone No.:
Fleet Contact email:	Fax No.:
Federal Taxpayer ID Number:	
IMPORTANT: Eligibility may be limited based on applicable federal, state and local laws. Participating Entities must fill out these forms completely and accurately in order to avoid delays in their program enrollment, so please follow the instructions carefully.	
B. MOTOR FUEL TAX	
- Tax regulations require the Contractor to maintain current copies of the following <u>applicable forms</u>, based on the Participating Entity's eligibility: 1. Federal — A Certificate of Buyer of Taxable Fuel in the name of WEX BANK (Included with this form.) 2. State — Applicable state forms. <u>(Obtain these from the appropriate state governing body.)</u> - Once the Contractor receives all of the Participating Entity's <u>properly completed documentation</u> the Contractor will complete the tax exemption set up on their account within approximately three business days and start billing them net of the Applicable Taxes.	

The parties agree that a signed transmission shall be considered valid for purposes of this enrollment form and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

X Authorized Fleet Signature

Date:

USER (INTERNAL USE ONLY):

The information contained in this message is intended only for the use of the individual or entity named above and may contain confidential information. If the recipient of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 1-800-492-0669 and return the original message to the attention of the sender at 97 Darling Avenue, South Portland, ME 04106.

TAX EXEMPTION & REPORTING ENROLLMENT FORM**C. TERMS AND CONDITIONS**

This Tax Exemption and Reporting Enrollment Form modifies a Participating Entity's charge card agreement based on their participation in the Tax Exemption and Reporting Program ("Program"). Signature on this form and a Participating Entity's continued use of their account constitutes acceptance of these terms and conditions. All capitalized terms contained herein shall have the same meaning as in the Master Agreement with the Contractor unless otherwise expressly provided herein. Except as amended hereby, the charge card agreement governing your account remains in full force and effect.

TAX EXEMPTION AND REPORTING PROGRAM

- a. The tax exemption and reporting program (the "program") permits qualified tax-exempt Participating Entities to be billed net of certain "Applicable Taxes" (as defined herein and in Exhibit F). By completing this enrollment form the Participating Entity is electing to participate in the program. The Contractor will enroll a Participating Entity in the program upon receipt by Contractor of all of the Participating Entity's enrollment materials, including all required certificates, and validation of the Participating Entity's tax-exempt status. Upon completion of the Participating Entity's enrollment, their invoices will reflect the net amount due with a line item indicating total "Applicable Taxes" (as defined herein and in Exhibit F). The Participating Entity's reporting will provide a specific breakdown of Applicable Taxes deducted for each taxing authority or jurisdiction. Applicable Taxes are those federal, state, county and/or local taxes levied on the purchase of gasoline or diesel fuel for which the Participating Entity has provided the proper documentation to the Contractor showing their exempt status, and for which such documentation has been accepted by us and for which the Program provides exemption¹.
- b. As the Participating Entity's credit card issuer, the Contractor has elected to provide Participating Entities with net billing of Federal excise taxes on fuel based upon the participation requirements in section (a) above. The Contractor will file a claim for refund with the Internal Revenue Service for these taxes. The Participating agrees that they may not file a claim for refund of any federal excise tax exempted by the Contractor and not billed to the Participating Entity by the Contractor.
- c. For state, county, special and local taxes, merchants have the option of electing to participate or not to participate in the Contractor's program based on their own preferences and ability to obtain refunds from state/local taxing authorities. Transactions that occur at merchant locations not participating in this program will be billed to Participating Entities with the tax included regardless of their exempt status. In these instances the Participating Entity's reporting will contain a detailed listing of their transactions and the taxes charged to them. This information may assist a Participating Entity in filing their own claims for refunds if they so desire. Participating Entities agree that they may not file a claim for refund of any state, county, special or local taxes exempted by a participating merchant and not billed to them by the Contractor.
- d. The tax certificates and other pertinent documentation on which a Participating Entity's exemption is based must be received by the Contractor from the Participating Entity in

order for the Contractor to provide the Participating Entity with net billing of any Applicable Taxes. These documents are required to be completed prior to any net billing of Applicable Taxes in order for the Contractor or a participating merchant to recover such exempted taxes from the applicable taxing jurisdiction. The Contractor shall have no responsibility to verify the correctness of the certificate supplied by a Participating Entity and shall be entitled to rely thereon in preparing the reports and tax exemptions until such time as the Contractor is notified by a Participating Entity in writing of a change in any such data. The Contractor reserve the right to terminate a Participating Entity's participation in the program, provided, however, that such termination shall not terminate the underlying Mater Agreement between the Participating Entity and the Contractor.

- e. The Contractor shall calculate tax exemptions based on Internal Revenue Service or other applicable taxing authority guidelines for transactions made by the Participating Entity. For state, county and local taxes, only those transactions agreed upon by the participating merchant shall be treated as tax exempt¹. If the Contractor is obligated to reimburse a participating merchant for any actual loss incurred or rebill a Participating Entity for any taxes previously exempted (including refunds denied and assessments of previously made refunds and penalties) attributable to the provision of a tax exemption to them, they hereby agree to reimburse the Contractor for said losses incurred.
- f. For non-fuel transactions, merchants may provide transaction data to the Contractor net of tax at their sole discretion. Participating Entities would need to supply the merchant with proper documentation of their tax-exempt status at the point of sale. The merchant will send the transaction to the Contractor and the Contractor will bill the Participating Entity net of tax for those transactions. The Participating Entity will not receive reporting of taxes levied or exempted for non-fuel purchases.
- g. The Contractor shall comply with reasonable requests for information retrieval made by the Participating Entity.
- h. The Contractor cannot apply exemptions to transactions that occurred prior to the Contractor's receipt and acceptance of the Participating Entity's completed certificates.
- i. The Contractor shall use reasonable efforts to correctly calculate the amount of tax included in each account arising from a tax exempt sale. The Contractor shall recalculate taxes only in cases where the Contractor miscalculated the original taxable transaction.
- j. The Contractor disclaims all warranties in connection with tax-exempt reporting and invoicing and shall not be responsible for the accuracy or completeness of such reports. In no event shall the Contractor be responsible for loss, liability or damages, including consequential or special damages, costs and expenses, including taxes, penalties, interest and attorney's fees that arising as a result of any inaccurate or incomplete report which the Participating Entity may suffer or incur in connection with or arising out of the tax-exempt reporting/invoicing service offered hereunder.

WEX FLEET CLEARVIEW ENROLLMENT PACKET

1. Complete parts A and B.
2. Be sure to sign and date the form at the bottom.
3. Email to the Purchasing Entity's WEX Relationship Manager, (Fill in name and email address)

A. ACCOUNT INFORMATION**Company Name:****Account Number:**

Authorized Fleet Contact Name:

Fleet Contact Phone Number:

Fleet Contact Fax Number:

Authorized Fleet Contact Email:

B. SERVICE OPTIONS

1. Please choose the ClearView product Purchasing Entity plans to enroll in at this time:
 - ☐ **ClearView Essentials** — Volume & Spend, Exceptions, Reports, Community, and Admin modules, Driver and Vehicle Detail, product code and odometer cleansing algorithms, and VIN decoding.
 - ☐ **ClearView Advanced** — Includes Essentials services plus additional functionality such as Fuel Price Explorer, Cost Outliers, Driver Fuel Purchasing Analysis, Driver Messaging, and Campaign Management and Tracking.
2. ClearView Essentials and ClearView Advanced customers can elect to enroll in ClearView Snap for free by checking the box below:
 - ☐ **ClearView Snap** — Key purchasing information and analysis displayed in visual dashboards delivered automatically by email on a weekly and/or monthly basis. Instant voice command access and accompanying visuals using Snap's Alexa Skill.

C. FEES

WEX shall charge the following fee based on the Purchasing Entity's product election above:

- (i) ClearView Essentials and ClearView Snap: \$0.00 per month
- (ii) ClearView Advanced: \$0.25 per active card per month.

(Active card is defined as a card that is in active status vs. suspended or terminated status).

WEX reserves the right to change fees with prior written notice.

The ClearView program term will coincide with the Purchasing Entity's card program contract term.

By signing this form, the purchasing Entity agrees to the ClearView (and, if applicable, ClearView Snap) Terms of Use, which supplement the terms of the Purchasing Entity's credit agreement, included herein. The Purchasing Entity further represent that they are authorized to sign on behalf of their company.

X Authorized Fleet Contact Signature**Date:****Print Name:****Title:**

Please read the terms on the following pages carefully before using this product.

WEX FLEET CLEARVIEW™ TERMS OF USE

1. **General:** WEX Inc. ("we," "us" and "our") will provide the ClearView platform ("CV") to the Purchasing Entity named in this Enrollment Form (also known as "you", and "your") subject to the following terms of use (the "Terms"). These Terms supplement the general terms of use for our online products as well as your credit agreement with WEX Bank or an approved WEX Issuer and may be used by you only for the purposes set forth in these Terms. You agree to abide by the Terms which shall be applicable to you upon your completion of this Enrollment Form. If you have any questions, please call our Customer Service department at 1-800-492-0669.
2. **Purpose of WEX Fleet ClearView:** The goal of CV is to allow you to perform data analysis for your Accounts (the "Purpose") through the use of this platform. You agree not to use CV for any purpose except to perform analysis on your Account data.
3. **Link and License:** You may access CV using the user login information we provide. We grant you a non-exclusive, non-transferable, limited right to log in and access CV. You agree not to purposefully interrupt or attempt to interrupt the operation of CV, its services or system resources in any way and you may not modify CV in any way nor upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files.
4. **Access and Security:** You will access CV using the Internet and your Internet service provider through portals provided by WEX and subject to the terms previously agreed to under your credit agreement with WEX Bank and any online terms previously agreed to for access to our products and features via our online portals.
5. **Important Disclosures:** The availability and effectiveness of portions of CV is dependent upon product codes that the merchant transmits to us. The product codes are assigned by each merchant, and as such, we are not responsible for inappropriate product code assignment, or any claims arising or damages resulting therefrom.

ClearView includes machine learning algorithms that cleanse erroneous data we receive from third parties. WEX assumes no responsibility for any damages that may be suffered by you due to the use of CV's correction algorithms, in particular but not limited to any subsequent tax filings that you may make using reporting features on CV. WEX does not recommend that you use CV to submit for any fuel tax exemption reimbursements as revenue agencies may not accept this as evidence of your purchase and may still require actual sales receipts. Machine learning algorithms delivered in CV are not integrated with any other WEX systems or reporting.

On occasion, we will make new products, modules, and functionality available to customers during a free trial, pilot, or beta test. We make no warranty that this new functionality will be error free or that defects, if any will be corrected, and we assume no responsibility for any damages that may be suffered by you due to the use of this functionality. Further, we reserve the right to alter and/or discontinue any new products, modules, and functionality that are offered as part of a free trial, pilot, or beta test.

CV works best with more current versions of internet browsers, such as Chrome and Firefox. Use of older browsers, more specifically Internet Explorer (IE), is not recommended and should not be used to access and use CV. We assume no responsibility for sub-optimal CV use that may result by using a non-recommended browser.

We will make an attempt to port in data from other programs and systems, such as customer-generated or third party data. We make no warranty that we will be able to successfully import non-WEX originated data into CV or that if successful this data will be error-free or that defects, if any, will

be corrected, and we assume no responsibility for any damages that may be suffered by you due to the use of this data.

Data, such as transactional data from a card swipe, could take up to 24-48 hours to load into CV.

6. **Modifications:** We reserve the right to modify, change or discontinue any aspect of CV and the products and services accessed via CV at any time upon 15 days prior written notice. We may also impose limits on certain features and services or restrict your access to parts or all of CV without liability.
7. **Versions: New Versions:** We may publish revised and/or new versions of both modules and documentation, such as the CV Quick Start Guides, from time to time ("New Version" or "New Versions").

Effect of New Versions: When a New Version is published and/or revised, we may modify the Terms applicable to the New Version. You may commence using the New Version once published and/or revised at your election. You will be required to agree to any additional terms of use for a New Version prior to using any New Versions.

Retirement of Versions: We may make CV product obsolescence and retirement decisions that maximize customer and marketplace benefits. We will notify you of such planned obsolescence and retirement decisions.

8. **Representations and Warranties:** CV is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, or fitness for a particular purpose. Notwithstanding the foregoing, we represent and warrant that to the best of our knowledge and belief: (i) the content developed by us available through CV: (a) does not and will not infringe any copyright, trademarks or trade secrets of any third party; and (b) does not and will not constitute a defamation or invasion of the rights of privacy or publicity of any kind of any third party, and (ii) CV does not violate the laws, statutes or regulations of any jurisdiction.
9. **Assignment:** You may not sell, assign, transfer or otherwise convey any of your rights or delegate any of your duties under these Terms without our prior written consent.
10. **Independent Parties:** Nothing in these Terms shall be deemed to constitute, create, give effect to, or otherwise recognize a partnership, joint venture or formal business entity of any kind or create a fiduciary or similar relationship between the parties not in existence prior to the effective date of these Terms; and the rights and obligations of the parties shall be limited to those expressly set forth herein.
11. **Questions:** For questions concerning these Terms, please call the following number: 1-800-492-0669, or send inquiries to: WEX Inc., 97 Darling Avenue, South Portland, ME 04106. Be sure to include your account number with all inquiries. For questions concerning CV, please email WEX at support@wexclearview.com.

ADDITIONAL CLEARVIEW™ PRIVACY ISSUES

1. Consumer Privacy Rules

The objective of this Privacy Policy is to provide you with a clear, concise and accurate statement of how WEX handles customer information. Please note that our products and services are intended to be used only for commercial and business purposes. As our products and services are not intended to be used for personal, family or household purposes, consumer privacy protection laws and regulations do not apply to our information handling practices for these programs. This Privacy Policy is not a statement of intent to be bound by or comply with such laws and regulations.

2. Security

WEX recognizes the importance of secure online interaction, and we utilize a number of methods to safeguard your transmissions. Our Website is hosted on secure servers with firewall protection. WEX uses Secure Socket Layer (SSL) encryption technology on our Website and information that is gathered is stored within secure databases protected by multiple firewalls. As effective as current encryption technology is, however, no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information provided via our Website will not be intercepted while being transmitted to WEX over the Internet.

3. Children

WEX provides only business services and does not intend to collect or knowingly collect any information from or about children. It is possible that a child may impersonate a company representative and attempt to access or use this Website and, in so doing, provide the child's name, address, phone number, fax number, email address and other identifying information. When such information is received and WEX is aware that the individual providing the information is a child, the information is used only to reject the child's application and is immediately deleted by WEX. Such information is never shared with third parties. WEX cannot always determine if a visitor to its Website or the sender of an email is a child.

4. Cookies

Our Website makes use of a standard feature of browser software called a "cookie" to assign each visitor a unique, random number. A cookie is a file that identifies a computer as a unique user. Cookies may be used to facilitate your use of our Website, to maintain site security and to improve our Website. Most browsers are initially set up to accept cookies. You may be able to reset your browser to refuse all cookies or to indicate when a cookie is being sent. If cookies are disabled, however, our Website (and other Websites) may be harder to use. A cookie cannot read data stored on the hard drive of a computer.

5. Links to Other Websites

Our Website contains links to other sites whose information practices may be different than ours. If you click on a banner or other hyperlink, you may be transferred off of this Website. Our inclusion of hyperlinks to these websites does not imply any endorsement of the material on such web sites or associations with the operators of the websites. Our Privacy Policy does not extend to these sites or the internet. You should consult the other sites' privacy notices as WEX has no control over information that is submitted to, or collected by, these third parties and how that information is used.

6. Security of your Data in Cloud-Based Storage

ClearView uses cloud-based databases and employs a sophisticated firewall that protects from hackers and intruders attempting to gain access to your fleet data. As a protective measure, ClearView does NOT store full card numbers.

7. Security of Your Data across the Internet

A third layer of security is data encryption, or SSL, between the web server and your browser. Encryption helps prevent technically sophisticated individuals who have the desire, tools, and opportunity from intercepting your data as it travels over the Internet.

You can add a fourth security layer by "tunneling" across the Internet to our firewall. Tunneling requires installation of additional software and a fixed IP address, which may be acquired from your local systems

Technical questions and concerns relating to security should be directed to the WEX Inc. Webmaster at webadmin@wexinc.com. For questions relating to usage, please email support@wexclearview.com.

WEX PRIVATE SITE ENROLLMENT PACKET

Secure, live authorizations and integrated reporting for onsite bulk fueling transactions.

Choose Between Two Program Options:

- 1. Private Site Program:** Allows Purchasing Entity to use the WEX Fleet Card to activate pumps at Purchasing Entity's onsite bulk fuel tanks allowing for increased security and asset-level fuel usage reporting on Purchasing Entity's bulk fuel. WEX captures Driver ID and odometer information, authorizes the card swipe, and provides integrated reporting of the Private Site transactions with Purchasing Entity's retail transactions while excluding onsite fuel transactions from Purchasing Entity's invoice.
- 2. Private Site Rebilling Program:** Combines the same features and functionality of the private site program with the ability to allow other WEX Universal fleets to fuel at Purchasing Entity's onsite bulk tank.* Purchasing Entity will receive a private site report that details all of Purchasing Entity transactions—both non-financial and rebilled. WEX will handle the reconciliation and settlement on Purchasing Entity behalf. WEX will bill the visiting fleet. Funds from the visiting fleet transactions will be automatically deposited in Purchasing Entity's bank account via ACH 30 days after the transaction posts in the WEX system.

How It Works:

- Fleet must have or install certified card readers (see certified equipment vendor list)
- Drivers, who fuel at the site, are prompted for Driver ID and Odometer reading
- Card reader provides fuel type, gallons, PPG, and total sale
- WEX integrates the information into Purchasing Entity's fleet's reports
- Depending on Purchasing Entity's set-up, certain fees may apply

The Benefits:

- Consolidates tracking of Purchasing Entity's onsite and retail fuel transactions into one comprehensive report.
- Minimizes time, effort, and cost of administering fuel usage.
- Purchase controls available through the Purchasing Entity's WEX card monitor private site transactions for card abuse and misuse.

Easy Processing:

- Driver swipes their WEX fuel card at the onsite card reader.
- Card reader prompts driver for Driver ID and odometer reading on vehicle.
- Card reader dials out via network to WEX for authorization.
- WEX authorizes sale and pump activates.
- Driver fuels vehicle.
- Card reader sends final sale to WEX via network.
- WEX processes this information and posts the information in Purchasing Entity's fleet reporting.

*Rebiling functionality is only available for certain types of programs. Please contact the Purchasing Entity's WEX Sales Representative for more information.

Set-up and Maintenance

1. Customer contacts certified equipment providers found in the Private Site Agreement Packet
 - Customer obtains quotes, makes a purchase, and has the equipment installed
 - If the customer already owns equipment; they contact the vendor to confirm they have what is needed to process WEX
2. Customer completes the WEX Private Site Agreement Packet*
3. Customer emails the packet to MerchantApplications@wexinc.com
4. WEX begins the setup in WEX Systems**
5. WEX reaches out to the network to obtain a terminal ID number
6. WEX uses the terminal ID number to complete the setup
7. WEX emails a checklist containing the terminal ID and WEX Site ID to the customer
8. Customer reaches out to equipment provider or tech, and provides them with the checklist
9. Using the checklist, the tech contacts the network number provided to complete the setup

*Agreement is sent to WEX after the equipment has been installed

**Steps 3 – 7 are completed in 3-5 business days. WEX is unable to completed same-day setups.

PRIVATE SITE OWNER	WEX	NETWORK
SETUP		
1. Purchase or validate existing POS equipment and software with Purchasing Entity's vendor. All equipment must be certified by WEX. See the attached list of vendors to ensure a certified equipment purchase.		
2. Provide a completed and signed Private Site Agreement (see attached) to WEX. *If participating in Rebilling, complete the Rebilling portion of the agreement as well.	3. WEX Merchant Operations updates the fleet accounts, including transaction pricing, setup costs and site(s), and works with the Network to obtain the Purchasing Entity's Private Site Merchant / Terminal ID. *If participating in Rebilling, Merchant Operations will set up the banking information needed for settlement.	
	4. Confirms set up of all locations and sends the Purchasing Entity the Welcome Packet that includes Purchasing Entity's Network assigned and WEX Site ID's.	
5. Contact Purchasing Entity's Equipment Provider to initiate a software download to complete the setup process.		
6. Run connectivity test with equipment vendor and network to assure transactions are authorizing and posting correctly.		
ONGOING		

Maintain the POS equipment.	Provide reporting of private site transactions in purchase reports	Provide processing support for the private site owner/operator
Notify WEX Merchant Operations of equipment changes, new additions, or software updates.		
Ensure security at the site.		

CERTIFIED EQUIPMENT VENDOR LIST

Below is a list of the current contacts at each of the respective equipment providers WEX works with for private site set-ups:

FUELMASTER	
Edye Michelle Coxwell Distributor Relations Coordinator	(800) 888-9136, ext. 1444 edye.coxwell@myfuelmaster.com www.myfuelmaster.com
GASBOY	
Pete Moyer Director of Sales	(757) 215-5893 pete.moyer@gilbarco.com www.gasboy.com
MULTIFORCE	
Keith Griesinger VP of Sales	(908) 419-0961 keithg@fuelforce.com www.fuelforce.com
OPW/PETRO VEND	
Bobby Hayes Control Product Manager	(770) 605-9611 robert.hayes@doverfs.com www.opwglobal.com
COMDATA/SMARTSITE	
Josh Connelly Inside Sales Manager	(615) 370-7207 jconnelly@comdata.com www.comdata.com

If a Purchasing Entity doesn't have equipment and they are interested in learning more, please contact one of the equipment providers above. For general questions about private site setups, contact WEX Merchant Operations at 888-660-8941 or merchantprocessing@wexinc.com

WEX PRIVATE SITE ENROLLMENT PACKET

Choose the Purchasing Entity's program:

Private Site: Complete sections A, B, C & if relevant, G

Private Site Rebilling: Complete sections A-E & if relevant, G

Sign and date the agreement

Email to: merchantapplications@wexinc.com;

or Fax to: 1-207-253-1379;

or Mail to: Merchant Operations
PO Box 639, Portland, ME 04101

Select all that apply:

☐ New Set-up – First time Setup

☐ Additional Site Set-up

☐ Additional Account Set-up
Adding accounts to already existing sites

Allow 3-5 Business Days for setup. WEX is unable to complete same-day setups.

A. ACCOUNT INFORMATION

Account Number (found on Purchasing Entity's billing invoice):
(If more than one account, attach additional account information. All account numbers are needed in order to ensure correct set-up)

Fleet name (legal name of business or DBA):

Fleet Contact (first name, last name):

Title:

Fleet Contact Phone Number:

Fax Number:

Email Address:

B. EQUIPMENT INFORMATION

Equipment Vendor (check one):

☐

ComData

☐

Fuel Master

☐

GasBoy

☐

MultiForce

☐

OPW/Petro Vend

Equipment Name, Model and Software (be specific):

C. SITE INFORMATION

Number of Sites:

Provide a list of sites with the following information: *(If more than one location, attach additional site information)*

Company Name:

Physical Address:

City:

State:

Zip:

Site Time Zone (check one):

☐

Eastern

☐

Central

☐

Mountain

☐

Pacific

Contact Name:

Phone Number:

Email Address:

D. VISITING FLEET INFORMATION (Rebiling Only)

If the Purchasing Entity will be allowing fleets other than their own to fuel at their Private Site location(s), please provide the following information for each visiting fleet.

Account Name: Account Number: _____

Account Name: _____

Account Number: _____

Account Name: _____

Account Number: _____

E. WEX BANKING AUTHORIZATION FORM (Rebiling Only)**BANK ACCOUNT INFORMATION**

Private site owner/operator hereby authorizes and requests WEX to make payments of amounts owing to private site owner/operator by WEX by initiating credit entries to private site owner/operator's demand deposit account at the Bank indicated below ("private site owner/operator's bank"), and authorizes and requests private site owner/operator's bank to accept any credit entries initiated by WEX to such account without responsibility for the correctness thereof. In the event of an overpayment or payment in error, private site owner/operator hereby authorizes WEX to initiate a debit entry to the account for each overpayment or payment in error. It is understood that for purposes of this Agreement, the term "private site owner/operator's bank" shall mean and include the bank identified below by private site owner/operator and any successor bank identified to WEX (i) in a Notice of Change provided to WEX by any Automated Clearing House Association processing credit or debit transactions under this Agreement, or (ii) by private site owner/operator, whether orally or by other non-written means. Any such notification to WEX shall be effective only with respect to entries credited to private site owner/operator's account by the Bank after receipt of such notification and a reasonable time to act upon such notice. Private site owner/operator agrees and acknowledges that WEX will not be liable to private site owner/operator for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association. Funds from the visiting fleet transactions will be automatically deposited in the private site owner/operator's bank account via ACH 30 days after the transaction posts in the WEX system.

Bank Name and Address

ABA Routing Number

Account Name

Account Number

IMPORTANT: FOR REBILLING ONLY, PLEASE ATTACH A VOIDED CHECK

IMPORTANT: FOR REBILLING ONLY, PLEASE ATTACH A COMPLETED W-9 AND IF A PURCHAING ENTITY HAS INCOME GENERATED FROM CALIFORNIA SOURCES, THEY ARE REQUIRED TO COMPLETE AND RETURN FORM 590

WEX must receive a completed W-9 and Form 590 in order to process application.

AUTHORIZED SIGNATURE

PRIVATE SITE OWNER/OPERATOR: The undersigned represents and warrants to WEX that all of the terms and conditions of this WEX Private Site Program Application consisting of this entire document in addition to any other document or addendum including the EX Private Site Program Application have been reviewed in their entirety, are true and correct, and set forth the agreement between WEX and the private site owner/operator. Additionally, the undersigned represents and warrants that he or she has authority to sign and to bind Merchant to the terms of this Application. Also, the undersigned represents that the undersigned has the authority to provide information and execute this Application on behalf of the private site owner/operator. The Agreement shall only become effective upon WEX's acceptance of the Agreement and the Application at its headquarters following approval, and the assignment to private site owner/operator of a private site owner/operator processing identification number. The private site owner/operator further affirms that they are establishing a credit card processing relationship with the processor indicated on the attached WEX private site application. Once WEX begins processing credit cards through this processor, our company does not intend to process any transactions through a processing agreement with a branded petroleum marketer.

Signature

Printed Name

Title

Date

FOR WEX INC. INTERNAL USE ONLY	
Processed By	Date Processed
Settlement Entity	Site ID#
By signing and submitting this Private Site Agreement, the Purchasing Entity agrees to adhere to the WEX Private Site Card Sale Procedures incorporated herein as Exhibit A.	
G. FEES	
WEX shall charge the following fees: (i) a set-up fee waived per site; and (ii) a transaction fee of \$0.15 for each card sale that is made using the private site owner/operator WEX charge card account. (iii) a transaction fee of \$0.15 for each WEX card sale that is made by a visiting fleet ("Foreign Transaction Fee") will be assessed to such visiting fleets for (iv) the purchases that they make using the sites set forth herein. (v) WEX may increase the transaction fees, in its sole discretion. ☐ Check box if the Purchasing Entity has a separate negotiated rate under a Master Contract. Include the contract with their Private Site Agreement submission. The contract is needed in order for set up to be completed.	
H. MISCELLANEOUS	
The parties agree that a signed facsimile transmission shall be considered valid for purposes of this enrollment form and satisfies the requirements of a signature or writing under applicable law. The undersigned represents and warrants to WEX that all the terms and conditions have been reviewed in their entirety, all information provided in this request form is true and correct, and he or she has been duly authorized to sign and to bind the private site owner/operator to the terms of this agreement.	

Authorized Signature:

Title:

Date:

WEX PRIVATE SITE CARD SALE PROCEDURES

1. Method of Transmission Of Card Sales To WEX

- A. MERCHANT shall have the necessary equipment to permit the electronic acceptance of the Card at its Distribution Sites including but not limited to their point of sale equipment and networking services.
- B. MERCHANT shall collect and transmit the Card Sale data in accordance with the WEX Technical Specification. Merchant shall obtain from WEX the necessary acceptance certification for its network and equipment that will be used for processing sales transaction.

2. Minimum Card Sale Processing Requirements

- A. Card Sale data sent to WEX shall include: account number, vehicle number, driver identification number, sales date, sales time, site identification number, authorization number, product code(s), quantity, total sales amount (in dollars), odometer, ticket number and any other information as WEX and MERCHANT may mutually agree upon. MERCHANT is responsible for the inclusion of any applicable taxes on the fuel when allowing a non-tax exempt fleet to utilize the fuel at its locations. WEX will not add any taxes to the total PPG of any private site transactions transmitted by MERCHANT.
- B. All Card Sales require an authorization or approval from WEX. MERCHANT shall request such authorization from WEX for the total Card Sale amount prior to sending the Card Sale to WEX for processing.
- C. WEX does not provide pre-authorizations, nor does it place available credit on "hold". If MERCHANT calls prior to completion of the services being provided to the cardholder, MERCHANT still needs to obtain an authorization number upon completion of the services or Card Sale to obtain payment from WEX.
- D. An authorization or other approval code is not a guarantee that MERCHANT will receive payment. WEX does not provide payment to merchants based upon receipt of information during the authorization process. MERCHANT is still required to submit the completed Card Sale, including the authorization or other approval code, to WEX. Obtaining an authorization without submitting the completed Card Sale to WEX may result in non-payment by WEX for such Card Sale.
- E. MERCHANT shall not accept payment through use of an expired Card or when advised upon authorization inquiry, that the Card is not to be honored.
- F. MERCHANT shall never make a Card Sale when MERCHANT believes or has reason to believe that the Card may be counterfeit or stolen or the Card Sale is in any way fraudulent or otherwise suspicious.
- G. Merchant shall maintain a record of all information required in Section 1.3.A above.
- H. If the Card Sale is not an island card reader transaction ("pay-at-the-pump"), MERCHANT shall require the cardholder to sign the transaction receipt unless the total for the Card Sale is less than \$25.
- I. Any Card Sale data received by WEX from MERCHANT by 5:00 p.m. Eastern Time ("ET") shall be treated as having been received on the next business day.
- J. MERCHANT shall not divide the price of goods and services purchased in a single transaction among two (2) or more transaction receipts for billing to WEX.

- K. Merchant must not submit Card Sales until Products are delivered.
- L. A Card must be present at the time of purchase. In the event that MERCHANT processes a Card Sale when the Card is not presented, MERCHANT bears the risk of the sale being charged back.
- M. MERCHANT shall maintain a record of the Card Sale, including all sales data required for a period of **one (1) year**. Upon the reasonable request of WEX, such records shall be provided to WEX within **thirty (30) calendar days** of WEX's request. Failure to provide the requested record will result in a charge back of the Card Sale to MERCHANT.

3. Data Input and Transmission

- A. Merchant is responsible for the data entry of Card Sale information by its personnel, or representatives. All data shall meet the WEX Technical Specification and shall be in good and usable condition.
- B. If information pertaining to any Card Sale is garbled in transmission such that part or all of the record is likely to vary from what MERCHANT transmitted, WEX may advise MERCHANT of the suspected inaccuracy and request retransmission of the record or other appropriate confirmation. WEX may, with notice to MERCHANT, withhold payment for such Card Sales until the record is retransmitted or MERCHANT provides other appropriate confirmation.
- C. If MERCHANT has not provided WEX with required information or that WEX needs to interpret, verify, or validate a Card Sale, WEX may, withhold payment for such Card Sale until MERCHANT sends WEX the necessary information. WEX may make appropriate adjustments in its settlements with MERCHANT to reflect the receipt or correction of any such Card Sale information. WEX shall provide notice to MERCHANT of any Card Sales that it is not able to process due to errors or missing information through its daily settlement reports.
- D. MERCHANT shall submit all Card Sales to WEX for processing within **thirty (30) days** of the transaction date. WEX may accept transactions up to **one hundred and twenty (120) days** from the date of the transaction for processing and billing to the fleet, however, reserves the right to chargeback any such transaction that is disputed by a fleet customer.
- E. MERCHANT authorizes WEX to refer to a default price per gallon table, which may be used when the calculated price per gallon for the transaction falls outside of WEX's acceptable range of pricing which is updated from time to time by WEX based upon market conditions. The table is based upon average price per gallon data collected from all merchants who accept WEX Cards.
- F. MERCHANT authorizes WEX to refer to the authorization log to obtain information to complete the processing of transactions in the event that errors are detected by WEX during processing. It is understood by the parties that the information contained in the authorization log is the "actual, real-time" information received by WEX from the MERCHANT at the time the use of the charge card was authorized. If sufficient information is not available in the authorization log to correct any errors in the transaction file received by WEX from MERCHANT, then these transactions will be returned back to MERCHANT for correction.
- G. Use of the defaults in Section 1.3.E and 1.3.F above does not affect the total transaction value submitted for settlement and is only used to facilitate reporting to fleet customers. It does not relieve MERCHANT of its requirements to provide accurate and complete data as set forth in 1.2.A for Card Sales.

WEX PRIVATE SITE CARD SALE FREQUENTLY ASKED QUESTIONS

How does it work?

Drivers swipe their WEX fuel cards through the Purchasing Entity's WEX-certified equipment reader and enter a Driver ID and the vehicle's odometer reading. The transaction information is transmitted by the network to WEX for approval. In a matter of seconds, a driver using an authorized card can begin fueling. All of the Purchasing Entity's transaction information appears on their WEX purchase report.

What equipment will a Purchasing Entity need?

A purchasing Entity will need to purchase a card reader (or upgrade existing equipment) to match WEX and network requirements (see certified equipment vendor list).

What is the cost?

There is a one-time set up fee that is waived and a \$0.15 per transaction fee. Costs to purchase new card readers (or upgrade current equipment) vary by vendor so the Purchasing Entity will need to negotiate their purchase.

Are there other costs that might be associated with set up?

Depending on Purchasing Entity's chosen network and equipment vendors, there could be additional hardware and software costs. Please contact the Purchasing Entity's providers for more information.

How does a Purchasing Entity sign up?

Just complete the enclosed Private Site Agreement and submit it to WEX.

What equipment provider would WEX recommend?

WEX provides the Purchasing Entity with a certified equipment vendor list to choose from. The Private Site Owner/operator is responsible for the purchase and upkeep of the equipment.

Who do I contact with issues regarding incorrect product coding or reporting from the Purchasing Entity's equipment?

The Purchasing Entity's vendor or network will be able to ensure proper downloads and configurations are reporting correctly.

What is a network?

A network is a third party processor who sends a transaction files from the Purchasing Entity's equipment to WEX for electronic processing.

What information should a Purchasing Entity provide the network helpdesk if they need to call?

Be sure to have the Merchant/Terminal ID for the location the Purchasing Entity is calling for. This along with the Network Contact numbers can be found on the Welcome Packet received from WEX.

If a Purchasing Entity participates in Rebilling, how do they receive the funds for the fuel used by visiting fleets?

Upon enrollment, WEX will collect the Purchasing Entity's banking information to set up ACH payment. The funds for visiting fleet transactions will be automatically deposited in their account under the payment term of their contract.

If I allow visiting fleets to fuel at my location, how will I be able to keep track of those transactions?

Each month, WEX will send you a private site merchant report. The report will provide detail on all visiting fleet transactions. In addition, your transaction detail report will include both local and visiting fleet transactions.

WEXPAY ENROLLMENT PACKET**FAX to:** _____**FAX #:** _____

1. Complete parts A and B.
2. Be sure to sign the form and keep a copy for the Purchasing Entity's records.
3. Fax completed form to: 1-800-516-7536.

A. ACCOUNT INFORMATION

Account Name:	Account Number: 04
Authorized Fleet Contact:	Phone No.:
Fleet Contact email:	Fax No.:

B. SETUP INFORMATION**Complete the below items:**

_____ Number of Alternative Authorization Instruction cards needed.
(WEX recommend at least one per driver using WEXPay)

\$_____ How much spend does the Purchasing Entity anticipate? (Credit line may need to be reviewed)

C. TERMS AND CONDITIONS

These terms and conditions supplement the WEX® Business Charge Account Agreement (the "Agreement") between the Purchasing Entity and WEX Bank ("Issuer"). The following additional terms and conditions shall be applicable to their account upon their completion and WEX's acceptance of this WEXPay™ Request form. The Participating Entity's continued use of their account and the product referenced herein constitutes acceptance of these terms and conditions. All capitalized terms shall have the same meaning as in the Agreement, as amended from time to time.

Issuer will provide single use virtual MasterCard® Cards for purchases made by the Purchasing Entity only at U.S. merchant locations that do not accept the WEX® Universal Fleet Card. A virtual card is one where there is no plastic issued, only card numbers. Single use virtual cards may be used for purchases one time only. MasterCard International's chargeback rules apply. The Purchasing Entity's MasterCard purchases will appear on their WEX® Universal Fleet invoices. The Purchasing Entity agrees to pay and/or perform, as the case may be, when due all indebtedness, obligations and liabilities of each MasterCard account established pursuant to this request of every kind, nature and character whatsoever, including, without limitation, (i) all amounts payable under each account, (ii) all obligations, covenants, and agreements contained herein. Purchases are due and payable in full by the Purchasing Entity upon billing in accordance with the terms of credit Agreement with Issuer.

In the event the Purchasing Entity currently participates in any rebate or discount program offered by Issuer for the WEX® Universal Fleet card purchases, their purchases made using WEXPay™ will apply to such rebate or discount provided they meet any conditions of such rebate or discount program.

Issuer reserve the right to modify or terminate WEXPay™ at any time upon 15 days notice to the Purchasing Entity.

Issuer will provide WEXPay™ Alternative Authorization Instruction card for the Purchasing Entity's distribution to their drivers. When their drivers present the Alternative Authorization Instruction card to a merchant, the merchant may, at the merchant's discretion and their own risk, either complete the work or contact Issuer to validate the Purchasing Entity's account. Issuer will not pre-authorize the transaction if the work has not been completed but WEX will provide the merchant with a reference number so that they may contact WEX upon completion of the work for payment authorization. In order to validate the Purchasing Entity's account WEX must preview their account information and this may affect their control limits, if the Purchasing Entity has set them on their account, including the number of transactions available per day and the total daily dollar limits. The Purchasing Entity should check their current controls (if any) to be certain that they have sufficient limits for these transactions. If they make any changes or set any control limits, the Purchasing Entity agrees that WEX is authorized to rely on such changes and WEX will not be responsible for any losses resulting from such changes. The Purchasing Entity will also agree that WEX will not be liable to the Purchasing Entity for any loss, liability or damages they suffer which arise from, are related to, or are in any way connected with any fraud control or purchase restrictions such as Authorization Controls which WEX implements from time to time. WEX is not liable on account of any merchant's refusal to honor the MasterCard or to participate in the WEXPay™ process, regardless of the reason.

The person signing this Out-of-Network Authorization Process Request represents and warrants that he/she is authorized to execute this Request.

X Authorized Fleet Contact Signature:	Date:
Print Name:	Title:

DEFINITIONS

This exhibit provides definitions of terms used throughout this Master Agreement and exhibits.

Account: For purposes of this Master Agreement, cards do not represent an individual account. Accounts are established within the WEX system in the Participating Entity's hierarchy where the cards are issued from. The Account contains the overall credit line and authorization controls that are applied to one or many cards.

Account Coordinator: Employee of the Contractor assigned to a Participating State or Purchasing Entity to provide day-to-day assistance with regard to program card maintenance.

Annual Volume: Total volume spend by all Purchasing Entities within a Participating State for all card liability products in a calendar year.

Applicable Taxes: Federal, state, county and/or local taxes levied on the purchase of gasoline or diesel fuel that may be eligible for tax exemption by the Contractor.

ASC X12: Official designation of the U.S. national standards body for the development and maintenance of Electronic Data Interchange (EDI) standards. Also known as ANSI ASC X12.

Associations: Group of card-issuing banks or organizations that set common transaction terms for merchants, issuers, and acquirers. Some major associations are Visa, MasterCard American Express and Discover. Also referred to as Network.

Authorization Controls: Controls that are established in the WEX system and assigned to every card to determine the purchasing rules for cards assigned to the given control profile. Like an Emergency Card, emergency authorization controls can also be established.

Authorized User/User: Representative of Purchasing Entity that leverages a Commercial Card, manages Commercial Cards, and/or accesses the online system

Automated Clearing House (ACH): Central distribution point for transferring funds electronically for participating depository financial institutions. Transactions are accumulated and sorted by destination for transmission during a predetermined period. It includes small dollar payments in large transaction volume.

Bank Overrides: A transaction that has been pushed through by the Contractor.

Basis Points: Unit of measure for incentive share/rebate rates. One basis point is equal to 1/100th of 1% or 0.01% or 0.0001.

Bidder: Any entity submitting a bid or response to the solicitation

Billing Cycle: A specific recurring time period between the time statements of account/invoices are processed.

Card Issuer: Financial institution issuing a Commercial Card or account. Also referred to as a card issuer, card provider or bank. For the avoidance of doubt, Contractor shall be the sole Card Issuer under the Master Agreement and Participating Addenda.

Card User Agreement: Agreement between the Purchasing Entity and awarded Contractor verifying credit availability, account information, and agreeing to the terms and conditions of the Master Agreement and Participating Addendum.

Cardholder: An employee, contractor, or representative of a Purchasing Entity to whom a Commercial Card is issued for making designated business purchases/payments on behalf of his or her organization.

Card-less Accounts/Ghost Cards: Accounts that have no plastic card issued, only an account number to which the acquisition of goods and services are charged.

Centrally Billed Account: Card accounts are billed to the Purchasing Entity or program within a Purchasing Entity. CBA accounts are paid directly by the Purchasing Entity.

Client-held Days: Number of days from the billing cycle date to the date payment is received.

Commercial Card: Generic term for any card product used by organizations for making payments for various goods, services and business expenses.

Contractor: The entity/entities awarded a Master Agreement and/or Participating Addendum(s) as a result of the evaluation of the bids received in response to a solicitation.

Corporate Liability: Purchasing Entity is liable for all card transactions and fees.

Credit Application: WEX form to establish a credit line with WEX Bank and adhere the contractual terms & conditions of this Master Agreement to the Purchasing Entity.

Declined Transaction: Transaction where authorization has been refused by the Card Issuer's transaction authorization system.

Duplicate Transaction: a transaction that has been processed twice for the same purchase.

Department: Functional business unit of an organization such as purchasing, accounting, human resources, etc.

Department Card: Card issued to a department rather than a specific cardholder.

Declining Balance/Managed Spend Card: Specialized Purchase Card with a pre-set spend limit and expiration date that is typically non-replenishing. Also referred to as a Controlled Value Card.

Electronic Payables: A form of electronic payment, utilizing the card infrastructure, managed centrally within an organization, typically by accounts payable. Also known as electronic accounts payable (EAP), automated payables, e-payables, Virtual Payment Cards, push payments, straight through payments (STP), buyer-initiated payments (BIP), supplier/vendor card, single-use accounts and

electronic invoice presentment and payment (EIPP). Each provider has a proprietary name for its solution; functionality and processes vary for each.

Eligible Purchaser: A Purchasing Entity authorized pursuant to the execution of a Participating Addendum.

Emergency Card: A type of Commercial Card that is always open, active and ready for use. Usually equipped with high or no credit limits and are used in emergency response situations.

Entity Program Administrator(s): A common role responsible for various administrative tasks (i.e., ongoing operations) in a typical Commercial Card program, including card issuance, account maintenance, card cancellation and reporting.

File Turn: Number of days from the date a transaction is posted to an account to the date payment is received.

Fleet Card: Specialized Commercial Card used to capture fleet-related expenses and vehicle data (e.g., fuel, vehicle maintenance, repair, and service).

Foreign Transaction Fee: A charge applied to purchase made in foreign countries (outside the United States). Purchases made online from your home country where the vendor is foreign and processes the transaction in its local currency.

Fraud: Unauthorized use of a card, resulting in an acquisition whereby the Purchasing Entity does not benefit.

Implementation: Process of putting all card program functions and activities into place.

Interchange Rate: A rate, set by the Network (i.e., Visa, MasterCard, Discover, American Express), collected by the card issuer to cover the cost of processing the transaction.

Lead State: State responsible for soliciting for and managing the awarded Master Agreement.

Level 1 Data: Standard commercial transaction data that includes the total purchase amount, the date of purchase, the merchant category code, merchant's name, city/state, debit/credit indicator, date transaction/credit was processed by the Contractor, Contractor processing/transaction reference number for each transaction/credit, and other data elements as defined by the Associations or similar entity.

Level 2 Data: In addition to Level 1 data, includes sales tax amount, company information, and other data elements as defined by the Associations or similar entity.

Level 3 Data: In addition to the Level 2 data includes cost, quantiles, unit of measure, product codes, product descriptions, and ship to/from zip codes, freight amount, duty amount, order date, discount amount, order number and other data elements as defined by the Associations or similar entity.

Master Agreement: Underlying agreement executed by and between the Lead State and the Contractor, as now or hereafter amended. May also be referred to as contract or Master Contract.

Master Agreement Administrator: Employee of the Lead State responsible for soliciting for and managing the awarded Master Agreement

Master Agreement Authorized Representative: Employee of the Bidder authorized to sign bid submittal documents, provide bid clarification responses, and function as the primary point of contact during the solicitation and evaluation.

Merchant Category Codes (MCC): A system of four-digit codes, maintained by networks, used to identify a merchant's principle trade, profession or line of business; a MCC is assigned to a merchant by the merchant or merchant acquirer.

Merchant Negotiated Transaction: Transaction completed with a merchant that has an agreement with the Association to complete theirs at a lower than standard interchange rate.

Merchant Negotiated Volume: Total quarterly merchant negotiated volume spend by a Purchasing Entities for all card liability products in a Quarter.

Merchant Overrides: A transaction that has been pushed through by a merchant location.

National Annual Volume: Total annual volume spend by all Participating States/Purchasing Entities for all card products in a calendar year.

National Annual Volume Incentive: Rebate or Incentive Share earned by a Participating State based on their contribution to the National Annual Volume.

Network: Entity that facilitates the movement of transactional data between the Card Issuer and acquirer and sets merchant rules for card acceptance. Organizations in this role include Visa, MasterCard, American Express and Discover. Also referred to as Association.

Non-Standard Volume: Transactions that are processed using Reduced Interchange Rate as determined through an agreement between the merchant and the Association.

Participating Addendum: An agreement signed by the Contractor and a Participating State that incorporates the Master Agreement and any other additional Participating State specific terms and conditions.

Participating Addendum Administrator: Employee of the Participating State responsible for the management and administration of the Participating Addendum.

Participating Addendum Authorized Representative: Employee of the Participating State authorized to sign the Participating Addendum.

Participating State: Any State, territory or entity (authorized by a state's chief procurement officer) that chooses to execute a Participating Addendum under the awarded Master Agreement. May also be referred to as Participating Entity.

Participating State Annual Volume: Total annual volume spent by a Participating States for all card products in a calendar year.

Product Code (PC): A unique identifier, assigned to product types (e.g. maintenance, tires, etc.) within a Fleet management system.

Program Administrator(s): Refers to Participating Entity, Purchasing Entity, or Statewide Program Administrators.

Program Administrator Overrides: A transaction that has been pushed through by a Program Administrator.

Prompt Payment Incentive: Rebate or Incentive earned by a Purchasing Entity based on their average speed of pay/file turn days.

Purchasing Entity: Any eligible organization executing a Card User Agreement as allowed by a Participating Addendum under the Master Agreement.

Quarter: Three (3) month period based on the yearly calendar as follows:

Quarter 1(Q1) – January, February & March

Quarter 2 (Q2) – April, May & June

Quarter 3 (Q3), July, August, September

Quarter 4(Q4) – October, November & December.

Quarterly Non-Standard Volume: Total Non-Standard Volume sales for a Quarter.

Quarterly Non-Standard Volume Incentive: Rebate or Incentive Share earned by a Purchasing Entity based on their Non-Standard Volume sales for a Quarter.

Quarterly Standard Volume: Standard Volume sales for a Quarter.

Quarterly Standard Volume Incentive: Rebate or Incentive Share earned by a Purchasing Entity based on their Quarterly Standard Volume.

Quarterly Total Volume: Total quarterly volume spend by all Purchasing Entities for all card liability products in a Quarter.

Relationship Manager: Employee of the Contractor assigned to a Participating State or Purchasing Entity to provide day-to-day assistance with regard to program card maintenance.

Reduced Interchange Rate: A lower interchange rate for processing Commercial Card transactions.

Standard Volume: All transactions, less Non-Standard Volume, fees, cash advances, convenience checks, Fraud, chargebacks and net of Write-Off Adjustments.

Statement/Invoice: Document reflecting account details for the billing period including debits, credits, transaction detail and balance due.

Statewide Program Administrator: Employee of the Participating State who administers the State's Purchase Card and or Fleet Card Program(s)

Transaction: Exchange between cardholder and merchant, payment for goods and/or services.

Virtual Cards/Single Use Card: One time use account numbers.

Write-Off: A cancelled account with an unpaid balance determined to be uncollectible by the Contractor. Accounts are considered uncollectible once delinquent for one-hundred-eighty (180) days after billing cycle close date. At the Contractor's discretion, collection action may continue on these accounts.

EXHIBIT G**FLEET CARD SERVICE REQUIREMENTS**

This exhibit details Fleet Card service requirements and Contractor responses to how these requirements will be met as submitted with their bid.

1. RESERVED – Identifies card products available in Exhibit A.

2. ADMINISTRATION OF ACCOUNTS

- 2.1 System must allow for Program Administrator to setup new accounts online – including ordering and registering cards, establishing User ID and password.
- 2.2 System must allow for Program Administrator to add, edit, or remove single or multiple Product Codes (PC) or Merchant Category Codes (MCC) from multiple card accounts at once.
- 2.3 System must allow for Program Administrator to initiate one-time overrides per transaction.
- 2.4 System must allow for Program Administrator to establish roles, access, and authority levels for all user types (i.e. managers, approvers, cardholders) within the Purchasing Entity.
- 2.5 System must allow for Program Administrator to unlock system access, reset User ID and reset password for any User within the Purchasing Entity.
- 2.6 System must allow for Program Administrator to see changes made to a card profile and who made those changes.
- 2.7 System must allow for system to allow Program Administrator to view cancelled, deactivated and suspended cards within the Entity.
- 2.8 System must allow for Program Administrator to order and issue replacement cards (singular or multiple simultaneously) online.
- 2.9 System must allow for Program Administrators and Cardholders to access statements online.
- 2.10 System must allow for Program Administrators and Cardholders to mark accounts for paper or paperless statement delivery.
- 2.11 System must notify Program Administrators and Cardholders of statement availability.
- 2.12 System must allow for Program Administrator and Cardholders to check status of cards and view account information including but not limited to:
 - balances
 - limits
 - charges
 - declined transactions
 - spend history
 - default accounting codes
 - demographics
- 2.13 System must allow for the Program Administrator to choose the billing cycle close date for the Purchasing Entity. The billing cycle date will be established at account implementation and will be set for the Purchasing Entities' agreement period.

- 2.14 System must have the ability to roll-up billing to managing account level or bill at department level as determined by the Purchasing Entity.
- 2.15 System must display all transactions in US Dollars.
- 2.16 System must be able to restrict fuel type at the card and/or vehicle level by not allowing the wrong fuel type to be purchased and by being able to report exceptions for wrong fuel type.
- 2.17 System must be able to apply hard limits on quantity (gallons) of fuel dispensed.
- 2.18 System must be able to restrict maintenance purchases.
- 2.19 System must allow for Program Administrator to reset Driver PIN online and in real time.
- 2.20 System must have the ability for Program Administrator to set/change PIN for each driver and/or vehicle.
- 2.21 System must be able to provide federal fuel tax exemption prior to invoicing.
- 2.22 Reserved, see Exhibit D Establishing an Account.
- 2.23 System must allow for Program Administrator to edit User ID, role and authority level online.

WEXOnline® allows the Program Administrator, or other individuals with appropriate permission levels, to add/edit new online users, manage existing users, and manage online enrollment requests. The module also allows for a prospective user to self-enroll online and have their request route to a Program Administrator to be approved and have the appropriate level of access assigned to them by the Administrator. A prospective user is not granted any level of access until after their request has been approved by a Program Administrator and their level of access is assigned.

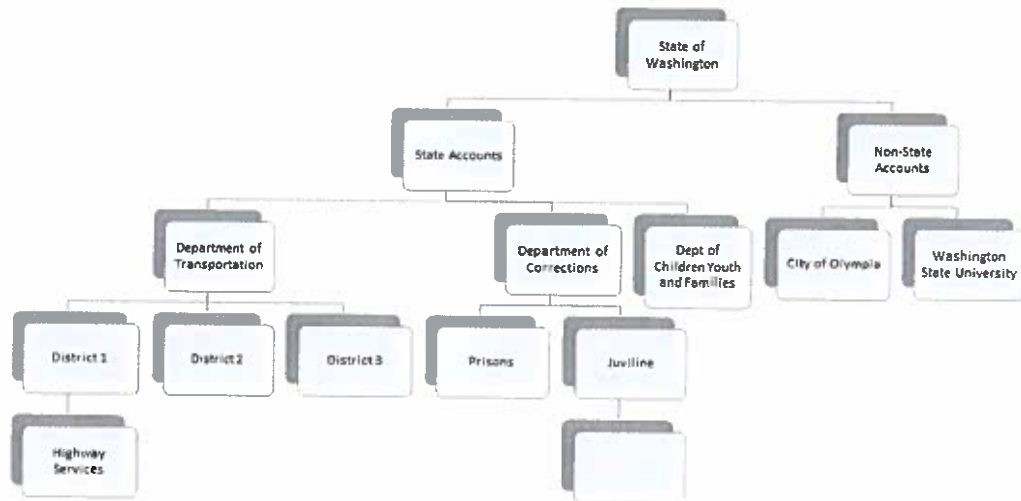
The administrator retains ultimate control over access and assignment of roles, authority level and privileges allowed online. The module contains prepopulated templates for roles with varying levels of permissions available online to control the access an individual may have for their given job duty. The module also allows for users to create custom roles for levels of access specific to an individual or job duty. This creates appropriate account and system access, based on user responsibilities; ultimate control over who has access to the module, what level of access, and to what accounts; and the ability to track user logins.

Additionally, WEXOnline® allows users to reset their passwords on their own should they need to do so. This allows for a greater level of control at the user level and helps minimize the need to reach out for assistance with a reset.

- 2.24 System must have a minimum of seven (7) program hierarchies.

WEX's system allows for robust account structures and reporting functionality. WEXOnline® supports nine (9) levels of hierarchy, providing a high level of detail and flexibility. The levels of hierarchy are customizable to the set-up of an individual entity participating in the contract to meet their specific needs.

For example, the State of Washington could be set up as a level 1 (L1) account with multiple L2 accounts hanging off of the overall contractual relationship. The accounts under the L2 would then have the ability to structure the departmental breakdown unique to that agency or entity.



- Identifying accounts:
 - Accounts can be identified in multiple ways in WEXOnline®. WEX offers custom reporting, account search functionality, and visual hierarchy layouts that are collapsible for finding and identifying accounts. Reporting can also offer account details about the account with the hierarchy regarding addresses (shipping, billing, primary and physical) total drivers and/or vehicles, total cards, default authorization profile, and primary shipping method and carrier.
- Reporting rebate earnings:
 - WEX does offer rebate reporting that provides a full breakdown of rebate for a given time period. WEX will work with states at implementation to get the appropriate rebate reporting set-up to cover their needs.
- Reporting transaction data:
 - All WEX transaction data is available within WEXOnline® to view and is reportable through the system. Additionally, WEX offers custom files and file interfaces to provide transactional data to customers. Below are several templated examples of how transactional data as well as authorization data can be accessed in WEXOnline®.
 - Custom Report/ Authorization Activity – This template helps users build a custom report with a direct view of authorization activity, including declines transactions.
 - Custom Report/ Transaction Management – This template permits users to generate a transactional-level report, whereby a user may analyze usage at certain merchants, or within certain timeframes, or exceeding specified dollar amounts and more.

2.25 System must allow for a Statewide Program Administrator account with access to view and pull reports for all transactions made by Purchasing Entities within the Participating State under this Master Agreement.

WEXOnline® allows for a Statewide Program Administrator with access to view and pull reports for all transactions made by Purchasing Entities within the Participating State under this Master Agreement. This would be accomplished by providing the administrator with an access role rooted at the top of the hierarchy. This can be accomplished through either the templated roles available within the module or creating a custom role should it be required.

2.26 System must allow for Program Administrator to simultaneously activate, deactivate, suspend, and terminate cards online.

WEXOnline® allows the Program Administrator to update cardholder and vehicle information online, including simultaneously activating, deactivating suspending or terminating cards. This is accomplished by providing the administrator with edit access to vehicle/cards and driver information. The administrator can select multiple cards and then choose to activate, deactivate, suspend or terminate these cards simultaneously. Additionally, through the account support provided by WEX, an agency can also send large amounts of data to the WEX Premium Fleet Services Account Manager to handle for them on their behalf. For example, if a State's motor pool had a large amount of new vehicles incoming or old vehicles being sold, the agency's fleet manager could send a spreadsheet of the information to WEX to activate, deactivate, suspend or terminate cards on the State's behalf. This often helps save time, energy and resources in a given agency.

2.27 System must allow for Program Administrator to update all cardholder information online, unless barred by Federal Regulation.

WEXOnline® allows the Program Administrator to update all cardholder and vehicle information online. This is accomplished by providing the administrator with edit access to cardholder/driver information. Additionally, through the account support provided by WEX, an agency can also send large amounts of data to the WEX Premium Fleets Services (PFS) Account Manager to handle for them on their behalf. For example, if a State agency had a large amount of seasonal workers coming on again to work, the agency's fleet manager could send a spreadsheet of the information to WEX to activate, deactivate, suspend or terminate drivers/card holders on the State's behalf. This often can help save time, energy and resources in a given agency. WEX Fuel cards are not individual liability cards, so WEX is not aware of any Federal Regulations preventing the editing of cardholder information online.

2.28 Throughout the life of the Master Agreement and associated Participating Addendums, Purchasing Entities may have reason(s) to cancel a card (or a group of cards).

Cards or groups of cards can easily be canceled within the WEXOnline® module. Cards can be found under the Fleet Manager tab, administrator can search to find the card or group of cards an authorized user may want to cancel. Once a card has been reported lost, stolen, canceled, suspended or otherwise inactive, it is immediately invalidated in the WEX system. As stated above, this can be accomplished in WEXOnline® or by contacting the fleets Premium Fleet Services Account Manager or by calling WEX's 24/7 customer service. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Additionally, once WEX receives proper notification, the fleet is relieved from liability for any subsequent charges.

2.29 When a card (or group of cards) is closed, a credit may be due to the card based on an overpayment, transaction credit, or something similar.

WEX's receivables department reviews all credits on termed accounts and cards 90 days after termination. If the credit qualifies for a refund, WEX will process that transaction and send a check for closed accounts or post a credit to an account, if it is a cancelled card within an active account.

The timeline for a credit to post to an account can vary. This is due to the nature of the credit. For example, in some cases a WEX representative may be able to confirm immediately that a credit is owed. In other cases WEX may need to do additional research or contact a merchant to

verify additional information. WEX always works to resolve any owed credits as quickly as possible. Once the credit is confirmed to be owed to the customer, it is posted to the account and it will be reflected as a credit on the next invoice in the billing cycle. Should the customer require payment for the credit, WEX will process the credit for payment which typically takes 3-5 business days.

2.30 Foreign Transaction Fee

For US-based WEX card programs, the WEX system recognizes an assigned originating site ID and/or country code, provided to WEX by the merchant, for the corresponding country of origin of a transaction.

For example, if an agency transacted in Canada, WEX would receive the transactional data that would include a site ID, country code or similar identifying code, provided to WEX by the merchant, for the site. The WEX system would then compare that transaction's location against the merchant location's country of origin, in this case being Canada.

The check in the WEX system is also tied to the currency. For US-based WEX card programs, the currency is based in US Dollars. If a transaction comes through in Canadian Dollars, the WEX system would flag that transaction and assess the associated Foreign Transaction Fee.

Foreign Transaction Fees are denoted in WEX reporting to reflect the appropriate amount invoiced to a customer, versus what may show on a customer's point of sale receipt from a merchant.

2.31 System must be able to route transactions through approval/workflow path as established by the Program Administrator.

WEXOnline® provides the ability to route transactions through an approval workflow path. The user roles required for this functionality and the process flow is outlined below.

An eligible approver is a User within a hierarchy who

- has the Approve Transactions permission
- has opted in to receive approval emails
- is an active online user
- a Fleet Manager/Program Administrator. A Fleet Manager will have all of the Manage Transactions features and functionality including the Approve Transactions permission
- or, have a Custom Role that includes the Approve Transactions permission only.

For those responsible for reviewing transactions:

These users will have Manage Transactions without the Approve Transactions permission. They:

- can filter transactions
- can view transactions
- can change transaction status as follows:
 - None → Follow Up
 - None → Reviewed
 - Follow Up → None
 - Follow Up → Reviewed
 - Reviewed → None
 - Reviewed → Follow Up
 - will have all other existing manage transaction functionality (including upload receipt,

reallocate, notes, view history)

- If there is an eligible approver at and/or above the reviewing user in the hierarchy, the user can see the "Email Approval Request" button and send an email to those Approvers.

For those responsible for approving transactions:

These users will have a Custom Role with the Approve Transactions permission that allows them to:

- filter transactions
- view transactions
- change transaction status as follows:
 - reviewed → approved
 - reviewed → follow up
 - approved → reviewed
- receive and read approval emails sent from a User at and/or below their level in the hierarchy as long as the user has opted in to receive Approval Emails

Or, they can be assigned a Fleet Manager/Program Administrator role so they:

- can do everything available in the Manage Transactions
- Fleet Manager/Program Administrators also have the ability to change permissioning or access to allow for substitution scenarios when the approver role maybe out on vacation or leave allowing another user who is either new or would have a lesser role normal to step in an approve transactions in the Fleet Manager/Program Administrators absence.

2.32 System must allow for Program Administrator to add, edit, or remove security features (temporarily or permanently) in real time at the card account level including, but not limited to:

- dollar per transaction limit
- maximum daily/weekly/monthly spend
- transactions per day/week/month limit
- pay at pump only
- tank capacity limit
- type of fuel, by individual vehicle
- authorized State or Province
- Product Code (PC) blocks

The WEX system and the Fleet Manager module of WEXOnline® allows the fleet manager to add, edit, suspend, reactivate, and terminate cards and drivers, to add and manage card controls, and to view and download invoice details, card by card or simultaneously among a grouping of cards. The Program Administrator has all the capabilities requested above, the ability to do so in real-time and simultaneously to multiple cards. Pay-at-pump ONLY functionality is systematically supported by WEX but cannot be done online. This is supported by the WEX Customer Service team on request or during account set-up at the time of implementation. Product code blocks are achieved by our product-type controls in the authorization profile card is assigned. These can be changed, created and applied in real-time and simultaneously to multiple cards.

Users can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce purchasing policies

- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during implementation phase)
- Edit account information

WEXOnline® is structured to provide the ultimate flexibility to meet unique account program needs. The Administration module of WEXOnline® allows the fleet manager to create custom roles that can be assigned to online users to limit or broaden access into the system. The fleet manager can create custom roles which provide users with access to different sections – like the driver section. This setup allows them to focus on their defined tasks without giving broader permissions that could be abused.

Authorization profiles are the purchasing control parameters, or limits, that fleet managers assign to cards. This allows for easy management of the program to ensure purchasing policies are enforced each time a card is used.

WEX offers the flexibility for the fleet manager to name the authorization profiles via numeric or alphabetic naming scheme. For example, one group of profiles could be named “sedan,” and the profile could be applied to that group of vehicles. Or, the profile could be called “delivery driver,” and be set up for that type of employee. The fleet manager can assign as few or as many profiles as necessary

Fleet managers can add new profiles, view existing profiles, view cards assigned to each profile, clone, edit or modify the values, change the status of the profile, set account defaults, and reassign cards to other profiles.

Authorization control profiles allow the fleet manager to edit a profile and have that change impact all cards associated with that profile. There is no limit to the number of cards that can be assigned to a certain profile and this functionality eliminates the need to manually edit each driver or vehicle record when a policy changes.

Benefits include centralized account management; efficient administration of cards, driver, vehicles and authorization controls; and quick link navigation to all management features and functions.

2.33 System must allow for Program Administrator to assign card (with an identifying PIN or VIN number) to a driver, vehicle, department, etc. as determined by the Program Administrator.

A WEX card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center) in the fleet, enabling the card to capture and track all purchase activity. This flexibility allows a Fleet Manager/Program Administrator to assign a card (with an identifying PIN (Driver/Vehicle ID) or VIN number) to a driver, vehicle, department or any other entity, asset or individual needing a card as determined by the Program administrator. When the card is swiped at the point-of-sale device, the driver is prompted to enter a Driver ID (DID), or PIN as referenced in the requirement, and the odometer reading of the vehicle in order to receive authorization for the ensuing transaction.

Each DID can be assigned to one, many, or all cards on the WEX account and can be generated by WEX at random, or assigned by the fleet customer. This 4- or 6-digit DID can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card preferred to use). For example, if Purchasing Entity decides to assign the card to the driver, the driver would typically enter a DID associated with the vehicle. If Purchasing Entity prefers to assign the card to a vehicle, typically the DID is associated with the driver.

The DID, combined with the card and account validation rules, is queried against the WEX database for verification and transaction authorization. If valid, the transaction is authorized. The WEX card cannot be electronically activated without entering a valid DID, making the card useless to someone who has found or stolen it and does not know the DID. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity.

- 2.34 System must allow for Program Administrator to create an approval path of setting specific card limits higher than Entity established limits.
- 2.35 System must allow for Program Administrator and/or Cardholder to mark transactions sent to accounting for payment.
- 2.36 System must be able to send notifications of pending approval(s) based on established approval path.
- 2.37 System must allow for Program Administrator to lock transaction accounting code data from editing.
- 2.38 If capable, system must allow for Program Administrator to create templates for card/account set up (i.e. same billing address, TIN, workflow, etc.).

The WEX system allows for templates with different functions within the site as well as the ability to utilize "clone" functionality, which acts in the same manner as a template. Cloning functionality exists for card and authorization profile information to leverage like information (address, cost center, TIN, org/department, user defined fields, etc.) associated between card or driver types.

- Templated default limits for authorization profile & set-up
- Clone function

The WEX team lead by an assigned Strategic Relationship Manager and Premium Fleet Services Account Manager will work to set-up and establish these with customer during the initial implementation. For needs that arose after implementation the Premium Fleet Services Account Manager will be able to assist in setting up these functions.

- 2.39 If capable, system must allow for Users, with multiple roles within a program, (i.e., Cardholder & Program Administrator) to opt to have one login to be able to access all aspects of their accounts (dual role). If yes, provide details on how that functionality works/is implemented.

The flexibility of the WEXOnline® module allows for each user's User ID to have one assigned role. However, this requirement can be met by creating a Custom Role with all necessary levels of permissions to support scenarios where a user maybe both a cardholder and Program Administrator or have other roles and responsibilities with a given agency. Another example is when the user is a cardholder who also carries financial responsibilities and also need to access the system for pulling invoices and reporting, and making payments. The module allows for this user's access to be customized to the specifications specific to their job function.

3. DATA COLLECTION AND MANAGEMENT

- 3.1 System must capture and display transaction data at the following minimum levels:

- Cardholder
- Approving official
- Entity office or unit
- Account/billing (available at different levels)

- Entity Program Administrator or alternates (available at different levels)
- Participating State (all state entity transactional data, statewide administrative level and compliance review group)

3.2 System must have the ability to view transaction authorization/declines in real time.

3.3 System must post transactions within twenty-four (24) to forty-eight (48) hours of receipt from merchant.

3.4 System must have the ability to capture and display Level 1, Level 2, and Level 3 transaction data as made available from the merchant.

3.5 System must allow for Users to add notes, comments, and additional descriptions to a transaction in a separate field. This field must:

- Allow for alpha, numeric, and special characters.
- Be searchable
- Be reportable
- Be accessible to all hierarchies within the system

3.6 System must be able to capture and display merchant Tax Identification Number (TIN) or similar unique identifier.

3.7 System must allow for user to input a minimum of 150 character of Entity defined accounting code structure/segments at the transaction level.

3.8 System must allow for the Purchasing Entity to set requirements for accounting code segments (i.e. mandatory, non-mandatory, etc.)

3.9 System must allow for Purchasing Entity to define, edit, maintain, and upload valid value tables for each accounting code segment.

3.10 System must actively validate accounting segment data against valid value table data as determined by the Purchasing Entity.

3.11 System must allow for Program Administrator to assign, edit, and delete "default" accounting codes for all program hierarchies within the Purchasing Entity.

3.12 System must allow for User to save and edit frequently used accounting codes.

3.13 System must allow for a minimum of 99 accounting code splits per transaction.

3.14 System must allow for User to manually enter tax detail at the transaction level.

3.15 System must allow Program Administrator to download the entire Fleet Card number for use in other systems.

3.16 Participating States and Purchasing Entities have a need to access past transaction detail data in real time for a minimum of thirty-six (36) months throughout the life of the Master Agreement and Participating Addendum.

WEX's system maintains past transactional data for a period of seven years (84 months). In the WEXOnline® module, files are retained for a period of 24 months. WEX's Premium Fleet Services Account manager can fulfill requests from NASPO participating entities for transaction details going back to 84 months.

In addition, WEX Fleet ClearView™ data analytics module has no cap on accessible data, so users of WEX Fleet ClearView™ Essentials and Snap modules, offered as part of WEX's core product

offering at no extra cost, are able to access past transaction data for a minimum of 36 months throughout the life of the Master Agreement, as required.

3.17 Templates/defaults

At the time of account set-up and during implementation, WEX can establish user-defined fields with a State or Agency. User-defined fields can be used for any information or data the State or Agency may wish to capture. For example, as it relates to accounting information, a user defined field can be created for a particular GL Codes or set of GL codes and made a mandatory field as part of the card set-up template a user will have to complete in order to place a card order. This ensures the data will be assigned to it can be reported against. These fields can also be added, removed or edited after the account set-up as well given the user has the appropriate permissions to do so.

3.18 System must allow for user to upload and attach supporting documentation to the transaction in the following formats (at a minimum): pdf, jpg, png.

WEXOnline® Receipt Upload feature supports the uploading of supporting documentation to a transaction in the following file formats: .png, .jpg, .gif, and .pdf. Additionally, WEX has the ability to add support for more file types for upload should an agency require it. WEX will work with agencies should there be a file format they may need.

3.19 Contractor will be required to work directly with Participating State to develop effective strategies to address product code errors with merchants.

WEX routinely works with merchants, the processing networks, and point-of-sale providers to ensure product code accuracy and address issues. Once WEX becomes aware that there is an issue with a merchant(s), we work with all parties involved to identify the root cause and remediate it. For customers whose tax exemptions may be negatively impacted by a product code error, if WEX is able to definitively validate the product that was actually purchased, WEX will perform a transaction correction to ensure that either the exemption or reported taxes are accurate.

WEX also employs other tools, like WEX Fleet ClearView™, to assist both our Merchant Services Team, this team is responsible for working with merchants, networks and point of sales providers to remediate issues like product coding errors, and our customers to actively catch errors in merchant data, like bad product codes.

WEX Fleet ClearView™ is a dynamic a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, uncover card misuse and potential driver theft, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

WEX offers the ClearView™ Essentials and ClearView™ Snap modules as part of our core product offering with extra no charge. Included in the ClearView™ Essentials module is a live product code cleansing algorithm fleets can utilize to proactively catch and see corrected product types.

Product Code Cleansing: The data scientists on the ClearView™ Team solved a long-standing, industry-wide issue by designing and developing a proprietary machine learning algorithm, which automatically detects and corrects inaccurate product codes transmitted by fuel merchants. The algorithm can make the following determinations with a 0.3% error rate:

- Categorize transactions by Product Group: fuel and non-fuel

- Categorize fuel transactions by Product Type: gasoline and diesel
- Categorize gasoline transactions by Product Grade: regular, mid-grade, premium

Corrected values are used in ClearView™ analysis, calculations, and exceptions reporting. Purchasing Entity can trust their product-related data displayed in ClearView™ and use it to make informed and confident decisions. This corrected information is aggregated in the Reports Module and displayed in ClearView™ transaction tables. ClearView™ displays both the type, grade and product level information provided by the merchant and the corrected values enabled by the algorithm. This information can be downloaded into Excel.

\$ Sale Id	\$ Brand	\$ Merchant	\$ City	\$ State	\$ Actual Product	\$ Court	04/2019	05/2019	06/2019
645677	UNBRANDED	Discount Zone 1208	Metairie	LA	Unleaded Regular	55	SUP	SUP	SUP
1197591	CITGO	Ab CITGO Food and GA	San Antonio	TX	Unleaded Regular	21	MERCH	MERCH	MERCH
165882	7-ELEVEN	7-Eleven 35112	Hochester	NY	Regular Diesel #2	17	MERCH	M	
692607	SHELL	# 1097	Wingate	NC	Unleaded Regular	15	SUP	SL	SLITE 1197591
1062551	SHELL	Shell Service Station	New Orleans	LA	Unleaded Super	15		RE	Ab CITGO Food and GA
632242	UNBRANDED	Conoco Parby #5	Rapid City	SD	Unleaded Regular	13	MID	M	11050 N Interstate 3 San Antonio, TX
621443	KRAUSE	Kum & Go #368	Ottawa	NE	Unleaded Plus	12	REG	RE	Number of Transactions
436216	SHELL	Conoco Parby #153	Forester	SE	Unleaded Regular	13	SUP	SL	
473274	SHELL	Shell Service Station	Linden	TX	Unleaded Regular	9	SUP	SL	Merchant Product
327217	PHILLIPS 66	CP, Deaswood Ave	Rapid City	SD	Unleaded Regular	9	MID	M	General Merchandise
949964	BP PRODUCTS NA	BP 6155741	Indianapolis	IN	Unleaded Regular	8	SUP		
122930	BP PRODUCTS NA	BP 6740953	Virginia Beach	VA	Unleaded Plus	7		RE	Actual Product
845160	BUSHEL WARE	Parby & Parby #57	Kearney	NE	Unleaded Plus	6	REG		Unleaded Regular

For information about how WEX handles disputed transactions, see 16.1.

3.20 Controls and Non-Vehicle Spending

The WEX Fleet card was developed to provide control and transparency. The card allows for fuel spending, non-vehicle spending at accepting locations within WEX's closed-loop network, and non-fuel vehicle spending -- along with the ability to discern between those various types of purchases -- to allow ONLY purchases that comply with an agency's policy or those that have been approved by a reviewer with permission to grant that level of approval.

One of the most significant advantages the WEX proprietary closed-loop card offers over an open-loop solution is our custom-built network that operates on product codes and not Merchant Category Codes (sometimes referred to as MCC codes). The WEX Fleet card can only be used at fuel and maintenance locations that accept the WEX card. This is the first line of defense against unauthorized or fraudulent spending, either of which could more easily occur with an open-loop credit card that can be used at any type of retailer.

WEX can ensure that all vendors accepting our cards comply with the same requirements and that data capture is tailored specifically to meet fleet customer needs.

WEX Fleet Cards and open-loop credit cards both offer fleet managers the ability to track and set controls on fuel spend. However, the WEX closed-loop solution provides more in-depth transaction data, greater flexibility and security, and tighter controls than open-loop credit cards.

Greater Access to Level III Data: All WEX-accepting merchants are required to be capable of transmitting Level III data, and that level of data is transmitted on 99.8% of transactions. When a driver swipes the card, the point-of-sale device prompts him or her to enter the Authorization Prompt ID and odometer reading. Level III line-item detail allows fleet managers to better track expenditures and facilitates cost analyses, vehicle life-cycle analyses, and overall fleet management.

For example, entering the correct odometer reading helps provide valuable vehicle information such as cost per mile, miles per gallon, vehicle operating costs, and intelligence for preventive maintenance schedules and vehicle replacements. It can also help streamline administrative operations, reducing the time and resources devoted to accounting.

Additionally, the WEX proprietary closed-loop network removes the need for fleets to have to perform site lockouts for merchants that do not transmit Level III Data on open-loop networks. Site lockouts can significantly reduce the number of accepting locations of an open-loop network card. This can be highly problematic for drivers utilizing open-loop solutions as they may pull up to a station that will decline their card due to merchant not being able to transmit Level III Data on an open loop solutions. This is not an issue for WEX's proprietary closed-loop network.

The WEX closed-loop proprietary network has an added advantage for government fleets eligible fuel tax exemptions. The IRS requires Level III Data to be included in that transaction data in order for a Credit Card Issuer to invoice a fleet net of the eligible taxes. These are typically Federal Excise Taxes for unleaded and diesel fuel and can have a significant impact to the bottom line for a fleet if they are not exempted up front by the fuel card provider. Transactions on an open-loop network where Level III Data is not present are not eligible for tax exemptions by the fuel card issuer.

Greater Security: The cardholder is required to enter an Authorization Prompt ID for each transaction. This helps prevent the card's use in case of loss or theft. Authorization Prompt IDs make fleet cards more secure and help limit internal and external fraud.

The Authorization Prompt ID can be linked to a specific purchase profile in WEXOnline®, providing further security by limiting expenditures to certain types of purchases, at specific dollar levels, and during specific timeframes.

Contrast this to a typical credit card, which usually requires no additional verification.

WEX customer have the ability to choose between Fuel Only cards and Custom Control cards.

Fuel Only cards permit the purchase of fuel -- such as gasoline, diesel, or alternative fuels -- based on the coding in the card's magnetic strip. Non-fuel purchases are not permitted when non-fuel items are identified at the time of authorization. It does not prevent items such as car washes paid for at the pump as merchant devices do not send this authorization request to us.

Custom Control cards permit all allowed types of purchases, based on the coding in the magnetic strip, at WEX accepting locations. This includes fuel, maintenance, and other items, such as general merchandise. Fleet managers have the option to apply Product Type Controls, allowing certain product categories to be allowed or blocked. For example, "General Merchandise" could

be deselected, allowing only Fuel and Parts/Service-related purchases. Custom Control Cards and Product Type Controls provide control over *what* drivers buy, not just *where* they buy it.

WEX accounts may be comprised of all Fuel Only cards, all Custom Control cards, or a mix of the two. This enables fleet managers to issue the appropriate card type based on a variety of purchasing needs.

Purchasing Controls: WEX developed its own closed-loop acceptance network among merchants and can control transactions at the merchant-type level. The WEX card is accepted at approximately 135,000 fuel and maintenance locations across the US.

Most generic credit cards can control the type of merchant. However, WEX goes a level deeper and is able to control the product type being purchased.

Product Type Controls: Product Type Controls are groupings of like products separated by type such as services, fuels, oil and fluids, food, etc. These controls enable or disable access to specific product categories, within WEX's closed-loop network of fuel and service merchants. WEX uses Level III data to allow customized card controls that allow use only at certain times and/or on specific product types.

Fleet managers can then set spending limits at the transaction level: dollar limits, fuel quantity limits, and timeframe of purchase.

Product Type Controls enable the fleet manager to limit transactions within WEX's pre-determined network of fuel and service vendors. For example, the fleet can allow drivers to purchase fluids, like washer fluid or oil, and disallow general merchandise, like snacks and soft drinks. A typical credit card would be open to all gas stations, and any merchandise that is available in this retail channel. For example, a driver could purchase electronics or snack food. This opens up the business to unauthorized expenses and program abuse.

Purchase Controls: WEX Purchase Controls allow fleet managers to control the amount and frequency of purchases at the card level. Defining limits helps a fleet manager detect and prevent unauthorized transactions, potentially saving Purchasing Entity money by limiting unauthorized purchases. Fleet managers can use these tools to establish daily, weekly, twice monthly, or monthly limits for fuel and service expenditures. If a transaction is outside of the set limit, it is logged and recorded at the point of sale or, in the case of hard controls, declined at the point of sale.

Product Type Controls
Fuel (always on)
Parts & Service
Quick Lube
Oil & Fluids
Roadside Assistance
General Merchandise

Transaction Level Limits

Dollar Limits

(Limit to specific daily and weekly amounts)

Fuel Quantity

(Limit the amount of fuel purchased in a day)

Timeframe of Purchase

(Limit to certain days, weeks, or hours of the day)

Purchase Control Tools *	Level
Per transaction dollar limit	Card
Per period dollar limits (daily, weekly, twice monthly, monthly)	Card
Per period # of transactions (daily, weekly, twice monthly, monthly)	Card

Total Fuel per period (daily, weekly, twice monthly, monthly)	Card
Total Non-Fuel per period (daily, weekly, twice monthly, monthly)	Card
Total Gallons per period (daily, weekly, twice monthly, monthly)	Card
Time of day (subject to server location's time zone)	Card
Day of week (subject to server location's time zone)	Card

**Enforcement of some limits depends upon adoption of specification and merchant participation.*

3.21 Account Maintenance Services

The WEX system works off product codes that discern between what is being purchased. This includes maintenance services. If the WEX Product Type controls allow for maintenance services to be purchased in the card's assigned profile, then the corresponding product/service being purchased will be reported as any other transaction would. The controls in place are stated in 3.20 and maintenance services can be opted out of entirely as well should those types of purchase be not allowed. All of these controls can be accessed through the WEXOnline® module.

Additionally, WEX also offers a tool we call WEXPay™ to provide drivers a mechanism that enables out-of-network purchases at an additional 398,000 merchants in the MasterCard® network. Typically used for independent or geographically remote fuel and service sites, WEXPay™ utilizes a virtual card interface to provide the control of a fleet card with the convenience of a credit card. This out-of-network tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay™ in conjunction with a Custom Control fleet card lets Purchasing Entity set the rules for their drivers. Custom Control cards allow Purchasing Entity to set merchant, transaction, and even product type limits. WEX applies those limits to both WEX Fleet Card and WEXPay™ MasterCard transactions. Expanded coverage combined with integrated reporting and invoicing will further streamline Purchasing Entity's fleet purchasing and operations.

How It Works

As a MasterCard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, WEX applies Purchasing Entity's purchase controls and collect the same level of purchase detail, including Prompt ID and odometer. WEX integrates the purchase details into Purchasing Entity's WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service our customers expect from WEX.

As an additional option for fleets that operate a call center type operation for maintenance approvals, WEX offers Purchase Log to facilitate payments to merchants that accept MasterCard®.

Lastly, WEX does offer an ancillary product that is separate from our fuel card offering that and completely optional for use that we call Purchase Log. Purchase Log is a web-based interface that allows fleet-designated staff to securely log in to WEX's MasterCard® settlement website and enter pertinent Level III data associated with a transaction (or invoice). This can include up to six entry fields for the fleet-specific data such as billing codes. Once the transaction information and

payment amount is entered, a virtual card/single use ghost account with expiration dates and CVC2 values is presented. The fleet provides this to the merchant for payment. The Purchase Log product typically works well for fleets that operate a call center or central garage locations where an authorized fleet or service manager is working directly with service merchant locations who is servicing an asset of theirs. Purchase Log helps facilitate safe, secure, quick and easy payment. Additionally, it allows for maximum data capture to feed fleet management systems and removes the need for having to invoice on account, issue checks or other forms of payment.

Using the MasterCard® payment network, Purchasing Entity's see all requests and approve all transactions before they take place. Purchasing Entities can give their managers different levels of approval, while maintaining control over larger purchases.

Purchase Log uses Single Use Virtual Accounts to make secure payments to vendors. It is a safe and secure method of paying vendors that lowers the possibility of misuse or fraud, and significantly reduces paperwork.

Purchase Log transactions appear on their own invoice and report since the program is separate from WEX Fleet Card account. Reports can often be formatted to be imported into most customer accounting programs.

**Purchase Log purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules and would be a separate account set-up.*

3.22 Level 3 Data

When a driver swipes the card, the point-of-sale device prompts him or her to enter the Authorization Prompt ID (required) and odometer reading. Level III data line-item detail allows fleet managers to better track expenditures and facilitates cost analyses, vehicle life-cycle analyses, and overall fleet management. The Authorization Prompt ID is flexible to allow for the input of driver ID information for cards assigned to vehicles or department or the input of asset/vehicle ID information for cards assigned to a person or department, yet this Prompt ID is required for authorization.

For example, entering the correct odometer reading helps provide valuable vehicle information such as cost per mile, miles per gallon, vehicle operating costs, and intelligence for preventive maintenance schedules and vehicle replacements. It can also help streamline administrative operations, reducing the time and resources devoted to accounting.

Requiring the cardholder to enter an Authorization Prompt ID, typically referred to as a Driver/Asset ID or PIN, for each transaction helps prevent the card's use in case of loss or theft. Authorization Prompt IDs make fleet cards more secure and help limit internal and external fraud.

The Authorization Prompt ID can be linked to a specific purchase profile in WEXOnline®, providing further security by limiting expenditures to certain types of purchases, at specific dollar levels, and during specific timeframes.

Contrast this to a typical credit card, which usually requires no additional verification. Additionally, if a merchant is not set-up to pass Level III Data on an open-loop network most times this additional prompting is non-existent.

WEX also offers flexible prompting at merchants who have adopted and coded to our most recent point of sale specification. This flexible or 3rd prompting allows fleets the option to ask for an additional field of data that is prompted at the pump. For example, this could be for a job number,

cost center, department code or any other piece of data a fleet may want to capture. This is an optional feature that can be opted in or out of.

3.23 If capable, System will provide accurate Merchant latitude and longitude. WEX complies with this requirement.

3.24 Participating States and Purchasing Entities have the need to capture their state's specific merchant diversity information (i.e. small business, minority owned, etc.) including Federal Diversity information.

WEX has all of the source data behind our merchant diversity information and standard reporting. Should a Participating State or Purchasing Entity have a need to capture information specific to their state, WEX can provide this information on a state-by-state basis by building and delivering a custom report based on the individual state's specifications.

3.25 Ability for Contractor to initiate/create one-time overrides after hours with follow-up notification to Program Administrator.

The WEX Customer Service Department is open 24 hours a day, 365 days a year (366 days in leap years), the WEX Customer Service Department are WEX Employees hired by WEX, US based, fleet-trained in-house through a WEX training program, located in several call centers across multiple states and time zones and are always available to handle the needs of the fleet by calling the toll-free number 800-492-0669.

WEX has a No Driver Stranded (NDS) policy and will work with States and Agencies to tailor that policy at the time of account set-up to ensure it complies with that given fleets needs and own policies. This policy will be put into the WEX account notes available to our customer service representatives for account so that representative can follow the stated policy to assist a driver in need, help safeguard against possible misuse and appropriately notify a fleet when an occurrence may happen. NDS policy can include scenarios such as:

- Emergency and/or Extenuating Situations
- Out of Network
- Specific Agencies: State Police/Patrol, DOT, etc.
- Exceeding Authorization Controls
- Lost/Stolen Card
- Terminated Card
- Card Suspended for Fraud
- Card Suspended
- Driver is unsure of Vehicle ID but it is active
- Driver is unsure of Vehicle ID and it is not active
- Vehicle ID is terminated

In addition to the WEX NDS policy, WEX also offers a virtual card option to facilitate out of network payments called WEXPay™. WEXPay™ can also be used to facilitate a No Driver Stranded program. WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the MasterCard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This out-of-network tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay™ in conjunction with a Custom Control fleet card lets Purchasing Entity set the rules for drivers. Custom Control cards allows the ability to set merchant, transaction, and even product type limits. WEX applies those limits to both WEX Fleet Card and WEXPay™ MasterCard transactions. Expanded coverage combined with integrated reporting and invoicing will further streamline Purchasing Entity's fleet purchasing and operations.

The merchant would call the number on the back of the WEX Fleet Card, and the merchant will be routed MasterCard for a virtual payment. Use of WEXPay™ is subject to MasterCard terms & conditions and enrollment at the time of account set-up.

3.26 Roadside Assistance.

WEX Emergency Roadside is an existing WEX service delivered through partnership with National Automobile Club (NAC), one of the premier service motor clubs in the United States. Their mission since they were founded in 1924 has been to render Emergency Road Service promptly, courteously, safely and efficiently. WEX Emergency Roadside is available to all WEX Fleet Card users, and it's free until it is used. Users must "opt in" using settings in their online profile. Service is available for any class of vehicle, including Class 7 and 8 vehicles.

Services include winching, fluid delivery, lockout services, towing, tire change, jumpstart and more. Benefits include no out-of-pocket expense for drivers, 24/7/365 service with toll-free call or by placing a digital service request, preferred rates and ease of pay through the WEX Fleet Card, coverage across the United States, Canada and Puerto Rico, with service right from the driver's seat using available mobile app access. Drivers can also call WEX customer service connected to NAC or call NAC directly. All they will need is their WEX card.

NAC will advise the driver of the quoted response time and an estimated amount for the needed service from the vendor they identify who is able to assist with their breakdown need. These times can vary, depending on the type of service needs and other circumstances like weather or emergency events.

3.27 Many states require Fleet Card services in rural areas and marinas where separate/proprietary network are not always available.

WEX offers tool called WEXPay™ to address out-of-network instances where a driver maybe in a rural area and the merchant is not set-up to accept our proprietary WEX Fleet card. WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the MasterCard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This out-of-network tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay™ in conjunction with a Custom Control fleet card lets Purchasing Entity set the rules for drivers. Custom Control cards allow Purchasing Entity to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ MasterCard transactions. Expanded coverage combined with integrated reporting and invoicing will further streamline fleet purchasing and operations.

How It Works

As a MasterCard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, WEX applies Purchasing Entity purchase controls and collects the same level of purchase detail, including Prompt ID and odometer. WEX integrates the purchase details into Purchasing Entity's WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service our customers expect from WEX.

WEX is always increasing its acceptance coverage for fuel, marina and service locations. Because we currently have acceptance at more than 95% of all U.S. fuel sites, our merchant acquisition strategy is driven by the needs of our fleet customers that require service in remote areas or acceptance outside of domestic coverage.

If a customer needs specific merchants added to the WEX accepting network, we will request the following information from the fleet:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from Purchasing Entity's fleet
- Name and phone number of fleet employee requesting WEX card acceptance

WEX will work with all interested parties in an attempt to gain acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

** Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax*

3.28 Non-proprietary Network

When the merchant calls for authorization, WEX applies purchase controls and collects the same level of purchase detail and Level III Data including Prompt ID and odometer. WEX integrates the purchase details into Purchasing Entity's WEX Fleet Card invoice and reports alongside all other purchases made with Purchasing Entity's WEX Fleet Card. WEXPay™ transactions are denoted in reporting with MC to show they were processed using a MasterCard.

3.29 Primary vs. Non-proprietary Transactional Data

See response to 3.28.

3.30 Ability for a purchase to be executed via the standard (non-proprietary) network with Driver ID/PIN prompting.

When a driver is utilizing WEXPay™, the merchant will call into WEX customer service to receive a one-time use virtual card account number. When the merchant calls for authorization, WEX applies purchase controls and collects the same level of purchase detail, including Prompt ID and odometer from the driver that is verified by the WEX Customer Service Representative while the merchant is on the phone with them. WEX then integrates the purchase details into Purchasing Entity's WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service our customers expect from WEX.

3.31 Electric Vehicles

WEX has partnered with ChargePoint to provide Drivers and Fleet Managers/Program Administrators utilizing the WEX EV FleetCharge solution the ability to tie their WEX Fleet Card to an RFID tag or Mobile application. This integration allows fleets to obtain an EV charge at more than 66,000 ChargePoint locations.

The customer logs into the ChargePoint portal to connect the WEX card to the RFID card/fob provided by ChargePoint. The data needed to link a WEX account in the ChargePoint online system will be the WEX account number found on the card (13 digits), the WEX card number found on the card (5 digits) and the expiration date found on the card (MM/YY). WEX will facilitate all needed payments to ChargePoint and integrate the available data with all other available transaction data through WEX. All verification comes through ChargePoint and the associated data with transaction is reported through WEX as we receive it from ChargePoint.

WEX is also varying stages of talks with other charging providers to bring on additional acceptance. Future integrations will include mobile and other applications to allow for additional prompting and authorizations. Should there be particular vendors/charging providers States or Agency identify as wanting to have card acceptance with, WEX will work with those various providers to establish acceptance wherever possible.

3.32 Electric Vehicle Charging Stations

ChargePoint controls authorization for its charging stations. They send WEX a daily sales file containing all transactions made on a WEX Fleet Card and transactional data they have available for reporting. Transactions typically post to the customer's account within 48 hours. Customers will not see these transactions in the authorization details in WEXOnline for ChargePoint transactions, but all the details of the transaction available in the transaction detail (Excel/CSV) once the transaction has posted. The transaction will also show within the standard report set (PDF reports) WEX provides to fleet customers. Typical transactional data along with kilowatt hours and other available information is included in WEX reporting.

3.33 Parking Stations

Almost all parking station point of sale (POS) devices are not currently capable of passing along Level III data as part of a transaction. To solve for this POS hurdle, WEX is currently in the process of applying our mobile payment capabilities, via the WEX Fleet DriverDash mobile application. Using mobile technology is a way to overcome POS limitations and facilitate payments that also include the requisite data. Currently, WEX mobile payments are accepted at 25,000 US fueling locations, and WEX is in the process of talking to several national parking providers. WEX's plan is to bring acceptance for parking, with Level III data, to customers in the near future.

4. SYSTEM UPGRADES

- 4.1 Participating States/Purchasing Entities understand that as technology and regulations change, system changes will have to occur. Participating States/Purchasing Entities also assume that as a good partner, Contractor will actively and continuously improve the systems capabilities, functionality and usability including platform transition. Changes/upgrades will be made at no additional cost to the Participating States/Purchasing Entities.

When changes are made Contractor must, at a minimum, notify the Master Agreement Administrator (Lead State) and Statewide Program Administrator (Participating States), prior to changes being put in place. Master Agreement Administrator and Statewide Program Administrator must provide approval of any notification communication prior to distribution to Users.

4.2 Online Transaction Management

WEX engages with our customers in both the public and private sector on a regular basis to collaboratively create and improve WEX products and solutions. WEX product managers seek fleet input directly from customers through WEX's relationship management team for online input and improvements among many other WEX products and system. Products like WEX Fleet ClearView™ have grown directly from customer feedback and input.

WEX holds an annual Lead User Group conference. The Fleet Lead User Group is a broad group of fleet administrators and managers representing more than 50 organizations and government agencies nationwide. This group includes WEX's largest and most demanding fleets, and is focused on providing WEX direction on near-term products and services (typically 1-3 years out). In some cases, these fleets serve as WEX "beta testers" for new initiatives, and help identify important needs that might be unmet. The group conferences annually at WEX headquarters in Maine, and teleconferences regularly. Additionally, the group responds to "rapid-fire surveys" several times per year, answering questions regarding satisfaction with WEX products and services. This forum enables WEX to stay close to its largest fleet customers and maintain a clear understanding of the requirements necessary to keep products current and competitive.

As part of our Lead User Group, WEX also employs a Fleet Advisory Board. This is a targeted group made up of a cross-section of WEX's largest fleets. Its role is to represent the fleet industry with WEX senior leadership, and to provide key input, ideas and direction to advance WEX's leadership position in the marketplace. This group meets once or twice a year, and corresponds regularly via conference calls and email. Its focus is on strategic initiatives, looking out 3-5 years or more, to support WEX's continued growth efforts.

WEX will also employ frequent surveys to our largest customers. States' fleet and purchasing managers interact with our Strategic Relationship Managers (SRM) on a regular basis. Through these interactions and account review with SRMs, they will seek feedback or currently or desired products and online enhancement to bring back to WEX's product managers.

For users of WEX Fleet ClearView™, the Community Module allows Purchasing Entity to network, collaborate, participate in discussion groups on fleet-related topics (i.e. positively impacting driver behavior or reducing fraudulent spend), pose questions, and share best practice information with fellow analytics peers.

This module features Discussion Forums on a variety of fleet-related topics where users can collaborate and share information, a news feed of recent Community activity, the ClearView University and an Events calendar, and a Resources section where content can be downloaded.

The Summary Dashboard (default or home view) contains important announcements, a news feed of recent posts from WEX Fleet ClearView™ users, and a schedule of upcoming training and events.

The Discussion Forums view contains a list of available forums. Navigate to this view by using the top navigation menu.

The Calendar view contains a list of free events and training that is open to all WEX Fleet ClearView™ users. Navigate to this view by using the top navigation menu. There are four different ways to view the events: Month, Week, Day, and Event Stream.

The Resources view contains informational assets, such as, Quick Start Guides, white papers, articles, images, and release notes. Navigate to this view by using the top navigation menu.

4.3 System Upgrades/Changes Communication

WEX conducts routine, frequent and multichannel messaging to customers, from posting news in the WEXOnline® module's landing page, to sending emails, invoice inserts, mailers, and regular communications from the WEX Relationship Management Team in order to communicate system changes. Any major changes, either systematic or policy related, are communicated well in advance of any change being implemented and WEX typically seeks feedback from fleets to measure what, if any impacts they experience.

Online Outage Notification: Display on Home Screen

English example

Due to scheduled maintenance, online access will not be available from 11:00 pm ET Friday, November 16 to approximately 8:00 am ET, Sunday, November 18.

French example

En raison de l'entretien prévu du site Web, l'accès en ligne ne sera pas disponible à partir du vendredi 16

Novembre, de 23 h (heure de l'Est) et du dimanche 18 Novembre à 8 h (de l'Est)

4.4 Participating States/Purchasing Entities Top-Down Communication to the online transaction management system when changes are made

WEX does not engage in forced system changes without prior notice to the customer and collecting customer feedback as part of our assessment. WEX is proud of our long history of developing solutions and policies in close consultation and collaboration with our customers. We employ our Lead User Group, the advice of our Fleet Advisory Board and WEX Relationship Management Team to create and facilitate conversation and feedback around any potential changes with customers to make sure they are engaged and have a voice in any decisions that may occur. As an example, WEX was able to avoid implementing extreme policies that could have proved detrimental to our Fleet Customers with the large increase in White Plastic Fraud (card skimming) the industry has seen over the past several years. Through this collaborative process WEX was able to manage implementing manageable safeguards with our customers where possible and at the same time WEX implemented new technologies to more effectively identify and catch fraud early on after a card had been compromised.

4.5 System Changes Communication and Access to Data

Similar to our responses in requirements 4.3 and 4.4, WEX employs advanced notification for system changes. These notifications are posted in the WEXOnline® module prior to going into effect. Additionally, participating states in this agreement would each have the services of a Premium Fleet Services Account Manager and Strategic Relationship Manager assigned to their account. As such, outreach of this kind would occur at least one week prior, via phone call and/or email to the primary contact at each participating entity from this team to ensure proper notification is received and there is time for questions.

4.6 Training for System Changes

WEX provides multiple options and formats for training when system changes are made. Training can be customized as well to make sure they are relevant to at State or Agency's specific needs. The WEX Relationship Management Team will work with States and Agencies to ensure a training

model is put in place that works to cover their needs. Examples of what is available include but are not limited to:

- advice from the Premium Fleet Account Manager and/or the Strategic Relationship Manager;
- in-Person or video conference calls;
- recorded training sessions that can be saved and shared on State or Agencies local libraries or intranet sites;
- online self-help videos
- contextual Help within the WEXOnline® and ClearView™ modules;
- “What's New” indicators/information embedded where relevant in WEXOnline® with each release; and
- contextual help tutorials and walk-throughs to support right in line with what managers are attempting to do online in WEXOnline® and ClearView™.

4.7 Participating States will not accept forced/pushed ‘top-down’ process changes unless required by federal law. An example of a forced/pushed ‘top-down’ process change would be automatic shut off of cards on weekends, block purchases on specific days of the week.

WEX does not engage in forced system changes without prior notice to the customer and collecting customer feedback as part of our assessment. WEX is proud of our long history of developing solutions and policies in close consultation and collaboration with our customers. Although we can't foresee every scenario out there, WEX does not engage in forced process changes like the automatic shutoff of cards on the weekends, blocking of purchases on specific days or other drastic measures of this kind. We employ our Lead User Group, the advice of our Fleet Advisory Board and WEX Relationship Management Team to create and facilitate conversation and feedback around any potential changes with customers to make sure they are engaged and have a voice in any decisions that may occur. As an example, WEX was able to avoid implementing any policies that proved extremely detrimental to our Fleet Customers with the large increase in White Plastic Fraud (card skimming) the industry has seen over the past several years. Through this collaborative process WEX was able to manage this process with our customer while WEX implemented new technologies to more effectively identify and catch fraud early on after a card had been compromised.

5. REPORTING

Participating States and Purchasing Entities must have the ability to generate reports including detailed transaction data. A system with robust reporting capabilities is required.

- 5.1 System must time-stamp authorizations and reports according to the time zone of the authorization location or report request.
- 5.2 System must allow Program Administrator or Cardholder to run a transaction detail report which includes all User-inputted data.
- 5.3 System must allow for reports to be accessible as defined by roles and access levels.
- 5.4 System must have the ability for reports to be available in multiple formats (e.g. PDF, text, Excel, HTML, browser).

5.5 System must have the ability to provide program and transaction data reports at various frequencies to meet each Participating State/Purchasing Entity's requirements including but not limited to:

- Daily
- Weekly
- Monthly (billing cycle and calendar)
- Quarterly
- Annually (fiscal and calendar)

5.6 System must have the ability to extract/download data at any given time so that a report can be generated. The data can be downloaded by the following areas:

- Purchasing Entity Name
- Department/program Name
- Cardholder name (if applicable)
- Last 4 -6 digits of Credit Card number
- Merchant Name
- Merchant Spend
- Merchant transaction number
- Product Code
- Date transaction occurred
- Date transaction processed
- Charge Amount
- Transaction reference number
- City in which the transaction occurred
- State in which the transaction occurred
- Accounting string (Fund, Organization, Account, Program, Activity, etc.)

5.7 System must have the ability to provide "exception reports" including, but not limited to:

- Merchant Overrides
- Bank Overrides
- Program Administrator Overrides
- Back-to-back transactions
- Fuel type
- Over tank capacity
- Maintenance transactions
- Odometer input
- Decline report
- Miscellaneous transactions
- Split Transactions
- Duplicate Transactions

5.8 Contractor must provide quarterly rebate report no later than sixty (60) days after the end of the quarter to the Statewide Program Administrator or other representative designated by the Participating State. This report, at a minimum must include:

- Participating State
- Purchasing Entity legal name
- Purchasing Entity Type (Agency, City, etc. as defined by the Participating State)
- Gross spend for the rebate period

- Any credits for the rebate period
- Any write-offs for the rebate period
- Net spend for the rebate period
- Net spend for each rebate type
- Incentive Share/Rebate Rate per rebate type
- Rebate amount by rebate type
- Total rebate paid to the Purchasing Entity and/or Participating State.

5.9 Contractor must be able to provide a rebate report that reflects the type of rebate applied to each transaction no later than sixty (60) days after the end of the quarter. This report, at a minimum, must include:

- Purchasing Entity legal name,
- Entity Type (Agency, City, etc. as defined by the Participating State)
- Transaction date
- Merchant name
- Merchant TIN
- Transaction amount
- Applicable rebate type
- Applicable rebate BPS
- Rebate amount earned

5.10 Participating States and Purchasing Entities may have additional transaction data and rebate reporting requirements, detailed in each Participating Addendum.

5.11 Contractor must provide an annual report to the Lead State reflecting total spend and National Annual Volume Rebate earned by Participating States for the calendar year.

5.12 System must have the ability to schedule on-demand and Ad Hoc reports.

The WEXOnline® module offers a suite of reports, both standard and Ad Hoc, to help slash the administrative time involved with managing fleet expenses and operations. These reports can be scheduled for timely delivery to users or to a Fleet Manager/Program Administrator, they can be scheduled to run daily, weekly or monthly. The suite of standard and Ad Hoc reports allows users the flexibility to access system generated reports quickly, or build a report to the specifications important to them, their job responsibilities and/or reporting requirements. Additionally, through WEX's relationship management team can work with Purchasing Entity to build customized reporting for many different kinds of specialized or specific reporting needs a State or Agency may have. WEX requires all accepting merchants to be Level III capable, a level of transaction data capture that provides the foundation for our superior reporting tools.

The major report categories we offer are:

- Management Reports
- Profile Reports
- Transaction Reports
- Exception Reports
- Benchmark Reports
- Billing Cycle Reports
- Ad Hoc Reports
- Authorization Detail Reports
- Standard Reports

- Customizable Reports

In addition to these reports, contact Premium Fleet Services Account Manager, who has advanced query tools that satisfy complex reporting needs not covered by our standard reports, to order custom reports. WEX will be able to demonstrate this functionality in a Demo setting should the evaluation like to see what our WEXOnline® module is capable of.

5.13 Reports When Data is not available

Average turnaround times can vary depending on the type of data/report being requested and when the request is made of WEX. However, typical requests and responses usually take less than 24 business hours and are answered the same business day. The WEX Relationship Management team will work with Purchasing Entity on the initial request to ensure we are aware of any timelines, restraints or deadlines that the requesting State or Agency faces. Furthermore, whenever possible we communicate how long we anticipate a specific request to take. Some requests may require WEX to, for example, reach back out to a merchant for clarification or more information. This can add time, but is something WEX will work to communicate upfront with the requesting entity.

5.14 Standard or 'canned' reports available and who has authority to view them. Include description of search capabilities criteria and methods available.

The standard reports available in the WEXOnline® Reporting module are provided and described below. The authority to view various reports depends on the permissions assigned to a user within WEXOnline®. Search criteria and methods can vary based on the types of reports but they are typically searchable over a various levels in the hierarchy. Users can be limited to show only the levels of access they have within the hierarchy. Search criteria can include date ranges, report types, filter options, billing cycle, transaction date, posting date various other measures to populate the necessary data from the module.

Management Reports provide a view into the entire portfolio, illuminating trends and areas for possible savings. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Major Fleet Activity Report	This report provides current and previous monthly summary information by account, by brand, outlining total spend, fueling spend, gallons, and average PPG. The report helps fleets identify which merchants they are using and whether they could save by switching to brands with a lower PPG.	WEXOnline	Monthly
Account Review	This report is a rolling 13-month review of data consisting of the following reports: portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel and maintenance). This report allows fleets to identify areas of opportunity (such as excessive premium fuel use).	WEXOnline	Monthly
Opportunity Report	This report outlines savings opportunities by account, driver and/or vehicle by benchmarking purchases at a zip code level against the entire WEX portfolio. This report provides insight into where drivers are fueling, identifying ways to save by fueling at lower cost stations near their routes.	WEXOnline	Monthly

Profile Reports provide fleet managers and administrators with a snapshot of the information available in our system at the time the report is run, making it easy to manage the inventory of accounts, cards, drivers, and vehicles and helping ensure that the information and status of each item is up-to-date. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Account Profile	This report itemizes the accounts within Purchasing Entity's hierarchy and provides details including contact name, shipping information, total cards, total driver prompts, card type, accounts, org units, and total vehicle prompts. This report helps fleet managers ensure their accounts are set up as desired.	WEXOnline	On Demand or Scheduled
Card Profile	This report provides a broad view of cards across multiple accounts or focused on a single account. This allows fleets to monitor and review card data based on a comprehensive view of card attributes or just a few specific card details.	WEXOnline	On Demand or Scheduled
Vehicle Profile	This report provides a broad view of vehicles and assets across multiple accounts or focused on a single account. This allows fleets to monitor and review vehicle data based on comprehensive information, including account assignment, name, status, and date of last transaction.	WEXOnline	On Demand or Scheduled
Driver Profile	This report provides a broad view of drivers across multiple accounts or focused on a single account. This allows fleets to monitor and review driver data based on comprehensive information, including account assignment, name, status, and date of last transaction.	WEXOnline	On Demand or Scheduled

Transaction Reports provide fleet managers and administrators with a full range of authorization and posted transaction data to perform audits, trend analysis and data mining. This allows for simple ad hoc queries and more in-depth, customizable reporting to help drill down to the data needed. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Ad Hoc Transaction Details	This report is a simple, on-demand, ad hoc reporting tool that provides posted transaction details for a period of time specified (up to 24 months). This tool is especially useful in viewing transactions associated with a particular billing cycle, or a quick way to look up something being investigated. It has both filtering and sorting capabilities.	WEXOnline	On Demand
Ad Hoc Transaction Summary	This report is a simple, on-demand, ad hoc reporting tool that provides posted transaction details at a summary level for a period of time specified (up to 24 months). This tool is especially useful in viewing a summary of information by account, card, or brand, with an ability to then drill down into transaction details to get more information.	WEXOnline	On Demand
Transaction Management	This report is a comprehensive, highly customizable, transaction-level report that allows the ability to analyze usage at certain merchants or	WEXOnline	On Demand or Scheduled

	within specified dollar amounts or within selected accounts. It allows for a broad set of filters, and the ability to select and sort the fields.		
Authorization Activity	This report provides a direct view of authorization activity, which is posted in real-time in our system. This detailed authorization data helps make informed decisions and perform analysis to help manage and enforce driver purchasing policies. It is also an excellent tool for assisting drivers on the road who may have encountered a "decline" at the fuel pump, but are unsure why.	WEXOnline	On Demand or Scheduled

Managing by exception is an excellent way to save time while ensuring Purchasing Entity policies are being followed in the field. **Exception Reports**, when paired with card controls, help manage program by identifying potential fraud or abuse. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Ad Hoc Exceptions	This report is a simple, on-demand, ad hoc exception reporting tool that provides the ability to view posted transaction details for a variety of exceptions. Some of the options include: high octane fuel, weekend purchases, and number of gallons or number of transactions per period. The tool has both filtering and sorting capabilities.	WEXOnline	On Demand
Flexible Exceptions	This report provides a comprehensive set of exception parameters for posted transactions upon which Purchasing Entity can be alerted. Any transactions that meet the threshold set will be captured on a report for review. Additionally, Purchasing Entity can choose to receive an email once a day notifying of any exception that has occurred. This tool is effective in identifying possible fraud or abuse of cards.	Email and WEXOnline	Daily capture of transaction details; on demand report viewing
Real Time Alerts	This tool allows Purchasing Entity to set parameters within Authorization Profiles so Purchasing Entity can be immediately alerted when a transaction falls outside of that parameter. An email will be deployed to notify of what has occurred, in near real-time, and it will also be available for review in an online report. This tool is very effective in identifying possible fraud or abuse as the transaction is occurring.	Email and WEXOnline	Emailed as threshold is exceeded; on demand report viewing

Benchmarking Reports provide a way for fleets to understand how their purchasing behavior compares to others, with insight into the types of merchants being used.

Report Name	Description/Benefit	Mode of Delivery	Frequency
Minority and Women-Owned Business Report	This report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites. This report is useful for those fleets that are tracking their minority spend and have a program to increase spending at minority- and women-owned businesses.	WEXOnline	Monthly
WEXIndex™	WEXIndex™ is an index and report published by WEX for the price per gallon of certain fuel types in a given month. Our customers use this report to understand pricing trends in the industry. Within the Account Review (see above under Management Reports), it is used to benchmark Purchasing Entity's fleet pricing behavior vs. the national	WEXOnline	On Demand

	average for the specific fuel type. This tool is an excellent way to help drivers make good choices on where they fuel and where fueling costs can be reduced.		
--	--	--	--

Billing Cycle Reports accompany an invoice to assist fleets in reconciliation before making payment. They are available in a variety of formats, giving the fleet the ability to choose the format that is most beneficial. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Purchase Activity Report	This is our standard billing cycle report that accompanies each invoice, with a roll-up by card or department. It can be retrieved online and is in a PDF format. It consists of several key elements: Purchase Activity: by card transaction details for that cycle Financial Summary: financial roll-up of spend by account, fuel and non-fuel Site Summary: roll-up of purchase behavior by brand, with totals Tax Exempt Summary (tax exempt fleets only): roll-up of exempted and reported transactions by jurisdiction and fuel type	WEXOnline	With invoice, at cycle close
View Details	This is our standard transaction detail report that is available online and accompanies each invoice. The report can be downloaded into Excel or CSV as needed and provides an easy way for fleets to reconcile their transactions with their invoice. Also provides the ability to download for additional filtering or archiving.	WEXOnline	With invoice, at cycle close
WEXLink	WEXLink is a comprehensive data file available to fleets that wish to import transaction details into their systems. It can serve as simply a report, or as a billing and reporting file. (See description below in requirement 6.6)	WEXOnline, FTP, or Email	With invoice, at cycle close

5.15 System must capture and report sales by Product Code (PC). If PC Type reporting is available, please explain how this reporting would be conducted and what information would be provided.

WEX does capture and report sales by Product Code (PC). PC type reporting is available through WEX, is accessible in multiple places and formats. WEX's reporting tools in WEXOnline®, ClearView™ and in WEXLink™ files all contain Transaction Data that is inclusive of the product codes as reported to WEX by the merchant. WEX utilizes product coding standards set by the National Association of Convenience Stores (NACS).

WEXOnline® contains multiple reports that are available either via standard reporting or custom reporting that includes PC information. WEXOnline® Exception Reporting can also be set-up to trigger against unwanted or closely watch product grouping to alert a Fleet Manager/Program Administrator when an unwanted purchase may have occurred.

WEX Fleet ClearView™ Essentials module allows user with access and the appropriate permissioning to search and reports on Product Codes easily and quickly with in the dynamic analytics platform. PCs can be easily searched by Product Group, Product Type, Product Grade and Product Name.

Most of our larger fleets choose to receive billing and transaction data in the form of WEXLink™ file. This is an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. SFTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEXLink™ files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet accounts within their own systems. This file can be merged with existing information management system, making it easy to track costs. Product Code information is available as Transaction Data report.

See table in Answer 6.6 for a summary of available reports, including Product Code reporting.

- 5.16 Contractor must be able to provide comparative rebate reporting comparing the previous quarterly and annual rebates to the then current quarter/year.

WEX's system allows for robust account structures and reporting functionality, including the reporting of rebate earnings that provides a full breakdown of a rebate for a given time period. These reports can be structured to compare the previous quarterly and annual rebates to the current quarter/year. Purchasing Entity's WEX Premium Fleet Services Account Manager along with the dedicated Strategic Relationship manager will work at the time of implementation, or at any point during the life of the contract, to set up or modify reporting to ensure it satisfies the needs on an individual State or Agency.

- 5.17 If capable, system must provide sales by merchant type (i.e. small business, minority owned, etc.) including Federal Diversity information.

WEX's Minority and Women-Owned Business Report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites. This report is useful for those fleets that are tracking their minority spend and have a program to increase spending at minority- and women-owned businesses. This report is delivered via WEXOnline®.

In addition to WEX's Minority and Women-Owned Business Report Purchase Activity Report, delivered via WEXOnline® at the close of every billing cycle, is our standard billing cycle report that accompanies each invoice, with a roll-up by card or department. It can be retrieved online and is in PDF format. It consists of several key elements:

- Purchase Activity: by card transaction details for that cycle
- Financial Summary: financial roll-up of spend by account, fuel and non-fuel
- Site Summary: roll-up of purchase behavior by brand, with totals
- Tax Exempt Summary (tax exempt fleets only): roll-up of exempted and reported transactions by jurisdiction and fuel type

6. DATA TRANSFER/INTEROPERABILITY

- 6.1 System must be accessible in accordance with Section 508 (Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998) - accessibility.

- 6.2 System must be supported (at a minimum) by Internet Explorer, Edge, Firefox, Safari, Chrome.

- 6.3 System must allow for downloads, data transmissions, and integration in support of non-standard/standalone financial management systems, including legacy systems.

6.4 System must have the ability to interface with legacy fleet management systems at no charge to customers including, but not limited to:

- Asset Works (Maximus, M4 and M5)
- Faster
- VMTS
- SAP

6.5 System must be able to provide Fleet Card information and transaction detail in a format compatible with all Enterprise Resource Planning (ERP) or e-procurement systems utilized by any Participating State/Purchasing Entity that is part of this Master Agreement. Those systems include, but are not limited to any SAP, Banner, Oracle, Periscope, or PeopleSoft systems.

WEX can deliver data in a flat file format, or WEXLink™ file, as well as downloadable formats out of our WEXOnline® module in CSV and XLS formats. These file types make it easy to import data into any back-office system -- including, but not limited to, SAP, Banner, Oracle, Periscope and PeopleSoft -- for thorough reporting and analysis. Additionally, WEX can perform custom file work to help meet a State or Agency need.

6.6 Contractor shall be able to provide, at no cost, the entire transaction data collected by the merchant at the frequency requested by the Participating State or Purchasing Entity in accordance with standard File Transfer Protocol (FTP). At a minimum, file outputs must include CSV (comma delimited) format and XLS.

Most of our larger fleets choose to receive billing data in the form of WEXLink™, an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes all available information made available by the merchant with extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEXLink™ files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet accounts. This file can be merged with existing information management system, making it easy to track costs. File outputs include CSV (comma delimited) format and XLS. The file can be set-up for delivery on a frequency suitable for the participating State and/or Agency.

Some of the detailed transaction information included in the WEXLink™ billing file is:

WEXLink File Data Summary			
<i>Transaction Data</i>	<i>Site Data</i>	<i>Vehicle Data</i>	<i>Driver Data</i>
Product code	Site name	Vehicle number/ID	Driver ID
Product name	Brand name	Vehicle plate number	First name
Transaction date	Site address	License plate state	Last name
Transaction time	Site city	Odometer	
Transaction number	Site state		
Fuel type	Site zip code		

Unit of measure	Private site quantity		
Unit cost	Private site transaction		
Quantity purchased			
Gross dollars			
Exempted tax			
Reported tax			
Invoice number			
Billing period			
Account number			
Code tracking*			
Non-fuel purchases			

- 6.7 System must have the ability to create custom extract files/mappers at no charge to the customer for automatic feed into their financial systems (i.e. SAP, Oracle, SMFA, SQL, PeopleSoft, Excel, etc.). This custom file will be created in such a manner that it can be imported into the Purchasing Entity's financial system with no interaction, special programming, or manual entry of transaction data.

WEX, at no charge to the Purchasing Entity, is able to create custom files that are capable of being imported into financial systems. The WEX IT Team can build custom files that are delivered via SFTP, email or mailed to a customer. The file types we can build and support are fixed length, CSV, Excel and PDF files. The files will be built to specs provided by the customer to match what they need the file to look like to minimize coding on their side to load the files. The files can be delivered on a variety of frequencies from daily, weekly, monthly (on any day of the month) and billing cycle. This work does have to go through a slotting and prioritization process. Customers should make requests through the Relationship Management Team. The Purchasing Entity/Customer will need to clearly detail what it is they are looking for and how they need to receive the customize file. The Contractor will build the file and work through a testing process with the Purchasing Entity to ensure the file work prior to them being put into production. Changes to a file would follow a similar process.

The WEXOnline® system also offers customization of data for reporting and export. The specification would be based on the standard data fields provided by WEX. These reports can be scheduled for export to CSV or Excel format and can be emailed to individuals or multiple people. Depending upon account set-up, they can also be sent to a WEX SFTP for retrieval.

7. SECURITY & CONFIDENTIALITY

7.1 System must be PCI DSS compliant throughout the term of the Master Agreement.

7.2 System Electronic Data Interchange (EDI) standards must be compliant with ANSI ASC.

7.3 Contractor must keep Participating State, Purchasing Entity, and Cardholder information confidential and may not share, use, or sell data acquired through the execution of this Master Agreement or affiliated Participating Addendum.

7.4 Cyber Security Protocols.

WEX's Information Security Organization is responsible for safeguarding the confidentiality, integrity and availability of physical and electronic information assets. The overall objectives for information security at WEX include:

- Ensuring the confidentiality, integrity and availability of WEX's information assets.
- Managing controls to safeguard WEX's information assets against unauthorized use, access or disclosure.
- Maintaining business resiliency in the event of a disaster or security incident.
- Managing a control environment consistent with commonly accepted industry standards and frameworks including ISO 27001, PCI-DSS, SOX/404, and NIST.
- Managing risks related to the use of external service providers and related third parties.

WEX's Information Security organization has adopted the ISO 27001/27002 framework for protecting information assets. The framework and related control activities have been established using a risk based approach aligned to enable the business and support strategic priorities.

As such, the Information Security framework includes the following:

ISO 27001 Domain	Representative WEX IS Capabilities
Information security policies	Corporate IS Policy, Acceptable Use, and extensive IS standards and procedures
Organization of information security	VP CISO reporting to the audit committee with functional groups including access management, threat management, risk management, business resiliency and architecture and engineering.
Human resource security	Background checks, training, management oversight
Asset management	Asset inventories maintained, data classification, and media handling controls
Access control	Provisioning and recertification controls limit access based on need to know and enforce stringent password and segregation of duties requirements

Cryptography	Encryption of relevant data in transit and at rest based on data classification
Physical and environmental security	Physical access and environmental controls
Operations security	Procedures, anti-virus, backups, change management, capacity management, logging, vulnerability management
Communications security	Network controls, network segmentation
System acquisition, development and maintenance	System development methodologies, secure coding training, security engagement into the project management lifecycle
Supplier relationships	Review of key third party service organizations to include right to audit and review of SSAE16, PCI and related reports
Information security incident management	Incident management, security investigations, and eDiscovery capabilities
Information security aspects of business continuity management	Formal business continuity and disaster recovery programs including periodic testing and business resiliency controls
Compliance; with internal requirements - policies, and with external requirements - laws	PCI-DSS, SSAE16, SOX/404, NIST, Data Protection Laws, data loss prevention controls

In terms of administration and governance, WEX has established a Global Chief Information Security Officer who reports to the Board of Directors Technology Committee and administratively through the Chief Technology Officer. WEX's security function includes Governance, Risk and Compliance, Identity and Access Management, Security Architecture, Security Engineering, and Business Continuity/Disaster Recovery functions. The Security framework is reviewed regularly and updated at least annually to respond to the rapidly evolving threat landscape.

WEX has also contracted with a Managed Security Service provider to perform 24x7 real time threat intelligence, security monitoring, and incident response capabilities.

7.5 Data Breached Notification.

The WEX Crisis Management Team ensures notification requirements are assessed by the legal and compliance teams and facilitates all required notifications via the appropriate channels to those who may have been impacted by any data breach.

7.6 Data Breach and Protocols to protect Agency Information.

In the event of a data breach the WEX Crisis Management Team engages immediately to implement the WEX Business Continuity Plan (BCP) to triage the level a potential breach and immediately safeguard all customer, State and/or Purchasing Entity's information. WEX has a BCP for each line of business across our organization, and this plan is customized to meet the unique needs of WEX customers across our organization in a given line of business. The WEX Business

Continuity Plan ensures that WEX employees, and the physical and information assets entrusted to us by our clients are protected by viable response and recovery plans. The Corporate BCP takes an all hazards approach to the assessment of risk posed to critical business functions and develops comprehensive plans that provide for effective recovery from a disruption of critical business functions. The plans are tested before implementation and exercised regularly thereafter to ensure their viability and continued improvement.

In instances of fraud or card skimming, WEX works in a similar manner to ensure accounts and customer information is shut off and safeguarded. See discussion of WEX's fraud detection system, SaferPayments, in our response to Question 15.4.

7.7 Contractor must provide and maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information.

As part of the WEX BCP, WEX has in place an information security program that exists to safeguard both WEX and WEX customers from the unauthorized disclosure of information, especially sensitive information. This includes unauthorized disclosure, misuse, alteration or destruction of confidential information. The WEX Information Security Program outlined below covers the protection of cards, account numbers, passwords, PINs, transaction data, among many other sensitive systems and information.

The WEX production data center is a secure facility, accessed by badge readers and monitored by CCTV. The facility is staffed 24x7x365. The WEX data center has a Tier III rating as specified by the uptime institute. WEX visitors and maintenance personnel are only allowed access to data center facilities with an authorized escort and approved business need.

WEX has an ISO 27001/27002 based Information Security Program that includes robust access controls, security monitoring controls, governance, risk and compliance, backup and recovery capabilities, regular penetration testing and vulnerability scanning, strong physical and environmental controls, policies and procedures, and security awareness training. Policies and standards are reviewed and updated annually. Procedures are owned by the individual teams and are required to meet the standards and also be approved by their management.

WEX also obtains a SSAE16 SOC1, PCI-DSS certification over our WEXOnline® platform, and is subjected to regular reviews and oversight by Internal Audit, External Audit, FDIC Examiners, and various third parties.

The SSAE16 SOC1, PCI-DSS certification governs WEX security protocols for how we handle customer information like cards, account numbers, passwords, personal identification numbers and transaction data.

Vendor Access

WEX has a Vendor program that establishes the following review and oversight areas: Information Security service provider review, Procurement review, and Legal Department review that must be performed prior to a third party being approved. Logical access is then requested by the WEX manager that owns the relationship with the third party and provisioned by a systems access group.

System Patches

System patches, including service packs and security fixes are reviewed and approved following standard change management processes. Relevant patches are applied as soon as practical given

maintenance windows, risks, etc. Not all updates are relevant in every environment, so each is evaluated for relevance and risk before implementation.

Protection From Attacks

The OWASP standards are built into development processes and manual testing is performed in addition to peer review as required by our SDLC. WEX uses an automated dynamic application security testing (DAST) solution that scans web applications to find vulnerabilities and provide guidance on remediation.

WEX receives vulnerability announcements, for relevant systems, from vendors, third parties, NIST, FDIC, FBI, and other threat feeds and has a dedicated security operations team managing and maintaining the vulnerability management program. The Vulnerability management procedure requires a ticket to be generated and assigned to Information Technology operations teams for patching.

Logging and Log Monitoring

Logs are aggregated and correlated using an on premise, commercially available, SIEM platform. Logs are kept for one year. Additionally, WEX has managed services contracts with a well known global service to assist in monitoring and responding to log events.

Remote Access

Remote access to WEX networks from a non-trusted network requires an authorized device, the use of VPN and two-factor authentication.

Network based intrusion detection is used at critical points of the network infrastructure. Network access control has been implemented to ensure only authorized devices that have the correct security posture are admitted onto the network.

Media Destruction

WEX utilizes a third-party vendor for media destruction. WEX also has onsite degauss capability that meets Department Of Defense requirements for media sanitization.

Access

Access is granted through the provisioning of a unique user ID, with least privilege rights granted. Requests are approved by a user's manager, and provisioned by a systems access group. Initial logon requires a password change, and access is disabled upon termination. Key password parameters: Min. Length of 8 characters must choose 3 out of the 4 of the following: capital letter, lower case letter, number, special character.

Lock out is three unsuccessful attempts and expiration is 90 days. User authentication can be performed, depending on the application, by: Active Directory, LDAPS, or Oracle access manager.

Encryption Policies and Standards

WEX encryption policies and standards govern encryption for data in transit and/or at rest. Standard algorithms are AES 256 and 3DES. WEX SAN data is encrypted at rest using AES256 and mobile devices utilize whole disk encryption. For web applications, SSL is used between web servers and the browser. Console access is SSH.

Incident Response

WEX has an incident response policy, standard, and procedure that is reviewed, approved, and tested yearly. Procedures contain: incident handling, incident detection and analysis, incident categorization, incident analysis, incident documentation, incident prioritization, incident notification, containment, eradication, and recovery, evidence gathering and handling, identifying the attackers, eradication and recovery, and post-incident activity using collected incident data.

Subcontractors

The WEX Legal Department, in conjunction with Procurement, performs contract review for service providers and has standard legal language in all contracts that address our security requirements and expectations of subcontractors.

7.8 Securing and preventing unauthorized disclosure, misuse, alteration, or destruction of confidential information.

WEX employs multiple levels of security with our contractors depending on the level of access they require. WEX prevents unauthorized disclosure, misuse, alteration or destruction of confidential information by utilizing the security protocols and proprietary technological advantages described above for both WEX and our Contractors. See responses in 7.1, 7.5, 7.6, 7.7 and 15.4 for more detail.

7.9 Disaster recovery plan (i.e. data breaches, system errors and resolution plans, timeframe for data restoration, backup in case of power failure, etc.).

WEX's Organizational Resilience Program Overview was created to provide clients with information identifying and defining the resiliency roles and responsibilities of WEX and our clients in the event operations are impacted due to disruption or disaster. WEX employs multiple call center locations across the country to ensure a given event in one area or region will not render another inoperable. The same goes for WEX's authorizer that validates and approves transactions. Both are on separate power grids and housed in multiple locations across the country. In addition to some of these basic precautions, see our business continuity plan:

Overview

The WEX Business Continuity Plan includes well-defined and documented procedures, designed to respond to unforeseen events. WEX utilizes a step-by-step, standardized incident management process that ensures all requirements relating to proper response, escalation, notification and resolution of a disruption of any type are met. The WEX BCP utilizes the ISO 22301 framework and is integrated with WEX physical and information security, and risk management systems. The WEX BCP adopts a process approach for establishing, implementing, operating, monitoring, reviewing, maintaining, and improving the organization's organizational resilience management system.

Review Policy

Oversight of business continuity planning is assigned to the Director, Organizational Resilience who ensures that plan updates are completed and that the plan is tested and remains current and relevant.

Objective

The objective of the WEX BCP is to provide a comprehensive and systematic process of prevention, mitigation, preparedness, response, continuity, and recovery that provides an on-going, dynamic, and interactive process that serves to assure the continuation of the organization's critical business functions before, during, and after a disruptive event.

The BCP allows WEX to: effectively manage disruptions; provide efficient notification to personnel, clients, business partners, service providers and vendors; ensure organizational stability; provide well-defined and documented incident management procedures to minimize decision making during a disaster; ensure regulatory and legal compliance; and ensure regular testing of response/recovery plans.

Recovery**Summary**

The WEX BCP provides well defined and documented procedures which provide the incident management team with the ability to effectively and efficiently manage the recovery process during and after a disruption of service to our clients. By implementing the pre-planned procedures, our incident management team can work together in an expedient and effective manner to resolve any unforeseen incident and ensure that the impact to our clients is minimized.

Alternate Processing Sites

WEX utilizes a combination of cloud and physical infrastructure to ensure resilience and recoverability of production systems across the globe. Each primary production system is designed to be highly available and resilient by utilizing HA architecture within each data center or by duplicating systems across multiple cloud availability zones as well as a corresponding disaster recovery solution to ensure recoverability of production systems.

The WEX call center will staff the alternate processing sites with operational support staff, technical, telecommunications, and administrative support personnel. WEX will maintain a fully functional Emergency Command Center at each location to provide redundancy for incident command.

Plan ORGANIZATION**Overview**

The WEX BCP consists of multiple plans that outline physical security, emergency response, and recovery responsibilities, tasks, and procedures to be used throughout recovery efforts for our business locations and data centers.

WEX utilizes multiple industry recognized automated resiliency tools and services to ensure global situational awareness, effective preparation, communication and collaboration across the enterprise related to resiliency planning, testing and incident management.

Business Unit Plans

The business unit plans contain the recovery tasks and the action items required to recover the functions of each critical business unit.

Technology Plans

The technology plans identify the responsibilities, recovery tasks, detailed logistics and action items vital to recovering the critical applications and network infrastructure that supports our business units.

Emergency Response Plans

The emergency response plans identify the responsibilities and action items required for initial response to incidents and focus on preservation of life and safety of WEX employees and clients, as well as, the safeguarding of physical and information assets.

Corporate Incident Management System (IMS)

By allocating resources and providing a standardized incident management structure for all affected locations, the IMS identifies the Emergency Operations Center (EOC) responsibilities and activities that will assist the crisis management and recovery teams throughout the recovery effort. The responsibilities and tasks contained in the IMS are performed at the designated EOC.

Crisis Communications Plan (CCP)

The crisis communications plan provides procedures for the management and coordination of communications within WEX and externally to WEX clients and external stakeholders.

Pandemic Plan

The WEX Pandemic Plan lays out the strategic approach and preparations for influenza or other infectious disease pandemic. The plan is designed to minimize the risk to the health and safety of WEX employees and customers and ensure the continuity of business operations.

The plan includes recommendations from the Centers for Disease Control (CDC) and includes tactics for addressing workforce and facility impairment, notification of employees, and clients in the event of plan activation.

Support Plans

The support plans identify the responsibilities and recovery tasks required to provide emergency travel, financial, human resource, damage assessment, and salvage activities.

Evaluation AND TESTING**Summary**

WEX will evaluate organizational resilience plans, procedures and capabilities through periodic assessments, testing, After Action Reports (AAR), performance evaluations and exercises.

Monitoring and Measurement

WEX will establish, implement and maintain performance metrics and procedures to monitor and measure, on a regular basis, characteristics of its operations that have a material impact on its performance, including partnership and supply chain relationships. The procedure shall include documenting of information to monitor performance, applicable operational controls, and conformity with the organization's organizational resilience objectives.

Evaluation of Compliance

Consistent with its commitment to compliance, WEX is continuously evaluating compliance with applicable legal and regulatory requirements. WEX will evaluate compliance with other requirements to which it subscribes including industry best practices.

Exercises

WEX will validate its Business Continuity Plans using testing and exercises that:

- Are consistent with the scope of the BCP and the objectives of the organization
- Are based on scenarios that are well planned with clearly defined objectives
- Minimize the risk of disruption to operations and assets
- Produce a formalized post exercise report that contains outcomes, recommendations, and plans to implement improvements in a timely fashion
- Are reviewed within the context of promoting continual improvement and are conducted at planned intervals, from time to time on a non-periodic basis, and when significant changes occur within the organization and the environment it operates in.

- 7.10 Roles and responsibilities of the team responsible for monitoring and managing system and product risks. Include how known risks and mitigation plans would be communicated to Participating States, Purchasing Entities, and Cardholders.

Consistent with its commitment to compliance, WEX is continuously evaluating compliance with applicable legal and regulatory requirements. WEX employs an Organizational Resilience Team to manage, monitor, and evaluate WEX's systems. The team works to assess risk across the entire WEX organization and employ policy and plans to ensure all risk is mitigated to the lowest level possible as well have to have communication and response plans in place should something happen. WEX evaluates compliance with other requirements to which it subscribes, including industry best practices. WEX has established performance metrics and procedures to monitor and measure, on a regular basis, those characteristics of its operations that have a material impact on its performance, including partnership and supply chain relationships. The procedure shall include documenting of information to monitor performance, applicable operational controls, and conformity with the organization's organizational resilience objectives.

8. CUSTOMER SERVICE

Customer service and support are key to the successful operation of any card program.

- 8.1 Contractor must provide at least one (1) designated Relationship Manager assigned to each Participating State. Relationship Manager may provide service to multiple states as long as service level meets each of the Participating State's requirements.
- 8.2 Relationship Manager must be familiar with all aspects of Category 2 – Fleet Card Services of the Commercial Card Solutions Master Agreement and applicable Participating Addendum.
- 8.3 Relationship Manager must be available to Program Administrators and Master Agreement Administrator Monday through Friday during the Participating State's regular business hours.
- 8.4 Relationship Manager will provide managing account support to Program Administrators and contract support to Master Agreement Administrator in each state.

- 8.5 Contractor must provide at least one (1) designated Account Coordinator assigned to each Participating State to support all Purchasing Entities within that state. Account Coordinator may provide service to multiple states as long as services level meets each Participating State's needs.
- 8.6 Account Coordinator must be familiar with all aspects of Category 2 – Fleet Card Services of the Commercial Card Solutions Master Agreement and applicable Participating Addendum.
- 8.7 Account Coordinator must be available to Program Administrators Monday through Friday during the Participating State's/Entity's regular business hours.
- 8.8 Account Coordinator will provide day-to-day account management support to Program Administrators and Cardholders.
- 8.9 Contractor must provide a domestic and international toll-free numbers available to cardholders 24/7/365.
- 8.10 Roles and responsibilities filled by proposed Relationship Manager(s). At a minimum, include how they will meet the requirements described above.

WEX assigns a Relationship Management Team lead by a Strategic Relationship Manager to each State relationship. The Strategic Relationship Manager is in charge of the overall relationship under the contract for a given State and is able to provide for and oversee all of the requirements listed above.

The role of the Strategic Relationship Manager is to ensure States and Agencies maximize the value of our program. This includes an in-depth understanding of your business and your goals so that they can provide you with the best solutions and best practices for optimal savings and usage of the program. The Strategic Relationship Manager will engage with you during the implementation of your program, and ongoing, through regular business reviews which includes a review of key performance indicators, sharing best practices, introducing new products, as well as tracking against your established policies, goals and objectives. The Strategic Relationship Manager is also available to assist with problem resolution and escalation whenever necessary.

Working with the Strategic Relationship Manager will be a Premium Fleet Service Account Manager whose responsibilities are to assist the Strategic Relationship Manager with the overall relationship as well as provide day to day operations support to the State and it's participating entities. The Premium Fleet Services Account Manager is also able to provide for and oversee all of the requirements listed above.

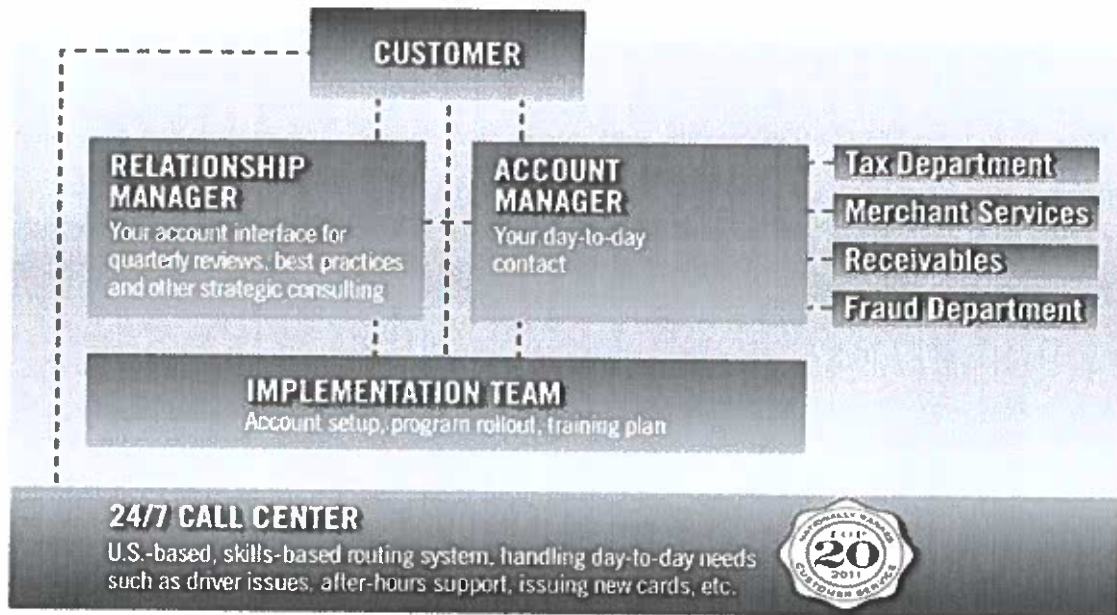
- 8.11 Roles and responsibilities filled by proposed Account Coordinators. At a minimum, include how they will meet the requirements described above.

At WEX, our management and staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Your Premium Fleet Services (PFS) Account Manager is the primary day-to-day contact for your fleet managers/program administrators. PFS generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. PFS will also serve as the liaison to any technical needs the State or Participating Entity may require. PFS will help create reporting that may not be easily accessible

to the Fleet Managers. It is the goal of PFS to ensure that the Fleet Managers have the necessary data to manage their fleets. PFS Account Managers, at a minimum, return phone calls within two business hours and return emails within 24 business hours. WEX Premium Fleet Services Account Managers are dedicated to a balanced portfolio of strategic clients. Capacity is closely managed to ensure a superior customer experience for each client.

Your PFS and Strategic relationship manager will assist facilitating requests and needs that come up throughout the life of the contract. In addition to these two roles, WEX has host of support department the Relationship Management Team will lean on to support your State through the life of the contract. Below is an outline of that support structure:



- 8.12 Contractor must provide a designated customer service team familiar with all aspects of Category 2 of the Commercial Cards Solutions Master Agreement and the Participating State's Participating Addendum in order to provide consistent, relevant, and effective front-line customer service via phone or on-line, 24/7/365. The designated customer service team may provide service to multiple states as long as customer service level meets each Participating States' requirements.

In addition to the Relationship Management team described in 8.10 and 8.11, WEX also provides an award winning, 24/7/365, toll-free customer service department to assist with after-hours needs, reporting lost or stolen cards, assistance in processing transactions, cardholder assistance, general accounts information, reporting fraud, invoice questions, authorization questions or help, out-of-network transaction authorizations and many more specific needs or questions a customer may have.

Roles within WEX Customer Service Call Center include:

Customer Service Help Desk is available to support service representatives with calls that require, immediate help, additional research or specialized knowledge to fleet manager, system users, drivers and merchants. The goal is to resolve issues in one call and provide an immediate response to the customer.

Customer Service Trainer is accountable for providing initial, remedial, and new program training for all CSRs. The Relationship Management Team will work with the Customer Service Trainer in support of the States and participating entities to this contract to ensure the Call center is trained appropriately and they will also develop account notes that are visible to all customer service representatives to make sure that beyond initial training on the Master Contract and Participation Addendums, they will have the information handy to them on a go forward basis as well.

Technical and Resource Planning Team is responsible for the daily management of the queues to ensure service levels are achieved. The team also provides daily, monthly, and ad hoc reporting for the call center. They forecast the resources required and manage the scheduling of associates to optimize the customer experience.

WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance.

- 8.13 After-hour/holiday/weekend customer service will be provided (internally or 3rd party). If provided by a 3rd party, explain how this team is trained and access to the system and data.

The WEX Customer Service Department is available 24 hours a day, 365 days a year (366 days in leap years) and fully staffed by WEX employees who are fleet-trained in-house. The WEX Customer Service Department is always available to handle the needs of the fleet by calling the toll-free number 800-492-0669. Realizing that customer service is paramount in our relationships, WEX has kept its support within the company and aggressively invests in training, technology, equipment and industry best practices. WEX does not outsource its call center service to a third party.

- 8.14 System issues (bugs) communicated (acknowledgement, status of fix, resolution, etc.) to system users?

As the Premium Fleet Services Account Manager is made aware of a system issue they will communicate via email and/or via phone to the customer acknowledging the issue, providing insight around any known impacts and timing of fix. The Premium Fleet Services Account Manager will provide consistent communication and progress updates through to issue resolution. If a production defect is present, an IT ticket is opened and addressed by the product support team. If an enhancement is requested, it will be added to workflow or, if multiple teams are required to actualize, the new product ticketing system "Aha."

- 8.15 Participating States and Purchasing Entities will need the support of a secure and knowledgeable team at all hierarchical levels of the Program.

WEX offers Participating States and Purchasing Entities our Relationship Management Team, including our Premium Fleet Services Account Manager, who are all tenured employees of WEX and have fleet specific knowledge. This team supports all hierarchical levels of the program. This team ONLY manages fleet-related accounts, ensuring they are well versed in the needs of state governments and fleet in general.

- 8.16 Contractor must benchmark customer service.

WEX uses two benchmarks as success measures: service level (the percentage of calls answered within a certain time frame) and customer satisfaction (driven by post-servicing customer survey results). Both are monthly targets. Service level is measured daily and adjustments are made on a weekly basis as required. Customer satisfaction surveys are sent to a percentage of customers post call, and our internal QA system is designed to support customer satisfaction drivers. Agent receive weekly coaching designed to improve customer satisfaction.

8.17 Contractor must have an established escalation process.

Your Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers work hand in hand with the Strategic Relationship Manager assigned to the account as well. Should any issues, problem or concern in need of escalation, the PFS Account Manager will immediately engage the Relationship Manager. Customers can always reach out to the Strategic Relationship Manager as well directly. The Strategic Relationship Manager will work with all parties involved to ensure plan is put in place to address and resolve any issue that is at hand in the quickest and most effective way possible.

8.18 Additional customer support services.

Our fleet customers — including public sector clients — cite their customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels.

WEX will assign experienced Account Managers to large fleet Program Coordinators as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSRs) available whenever needed. This tiered approach enables us to provide high levels of customer service at all times, as well as strategic oversight to work closely with agency contacts to improve their fleet card programs. Below are additional tools and support staff WEX employees who support the ongoing relationships:

eServices

In coordination with Premium Fleet Services and Strategic Support, eServices provides fleet support for WEX's online tool. The eServices team strives for one-call resolution and, where applicable, customer education on use of our online products.

Fraud Specialists

WEX's experienced fraud prevention professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities in order to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs — prevention, detection, and management. The Fraud Team an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments.

Merchant Services

The Merchant Services group works closely with both our Merchant Acquisition team and our Tax Department to achieve maximum acceptance with the greatest level of tax participation possible. This work includes the recruitment of new merchant acceptance when requested by a fleet.

Strategic Receivables Services (SRS)

WEX takes a proactive and service oriented approach to reducing payment delinquency. Our team of receivables specialists (Strategic Receivables Services) works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific receivables specialist who will be the primary point of contact and will work closely with the account manager. Your SRS specialist will work with you to ensure that your billing structure and payment methods work well for your business and help you get the most value from your card program.

SRS specialists monitor payments on a daily basis and make contact with customers that have remitted a payment amount that does not match the amount due. In this way, past due balances are cleared up quickly, reducing the need for costly and time consuming historical reconciliation and analysis.

The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by highly proficient service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and Program Administrators. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment by phone.

Customer satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have **70% of calls answered by a person within 30 seconds.*** We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include:

- Average speed to answer
- Time to abandon
- Abandonment rate
- Talk Time
- After-Call Work
- Handle Time

WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities.

**Subject to change based on seasonality and call volumes.*

Customer Service Management

At WEX, our management and our staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Skill-Based Call Routing System

WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff to assure quality and program performance.

Emergency Response (Premium Fleet Services)

WEX is prepared to support the needs of our Premium Fleet Service fleets in the case of natural disasters (e.g., hurricanes, earthquakes), threats to national security, and military mobilization.

At WEX, we recognize the critical importance of keeping fuel supplies available so that public sector vehicles can operate and respond during natural disasters and other emergencies. We're proud that the fleets we serve have found our work to be instrumental in their ability to maintain continuous operations during their most crucial times of need. Some services that can be provided upon request include:

- Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur
- Set up of online emergency card profiles, so you can easily remove or change your card control limits to support your emergency needs
- Regular updates outlining which networks and fuel stations are open and active in disaster areas

ClearView communities

This module features **Discussion Forums** on a variety of fleet-related topics where users can collaborate and share information, a news feed of recent Community activity, the **ClearView University** and Events calendar, and a Resources section where content can be downloaded.

9 Contractor must provide an issue tracking system.

0 If a customer has to call back or another customer calls about the same issue, how is the customer service team notified that the issue has already been explained and should be (at a minimum) in the issue resolution queue?

MASTER AGREEMENT NO. 00819 – FLEET CARD SERVICES

able to communicate that to a customer. In some cases similar issues may still need to be addressed with the individual calling and the customer service representative will work with the caller to ensure their issues are taken care of.

As the Premium Fleet Services Account Manager is made aware of a system issue, they will communicate via email and/or via phone to the customer acknowledging the issue, providing insight around any known impacts and timing of fix. The Account Manager will provide consistent communication and progress updates through to issue resolution. If a production defect is present, an IT ticket is opened and addressed by the product support team. If an enhancement is requested, it will be added to workflow or, if multiple teams are required to actualize, the new product ticketing system "Aha."

9. IMPLEMENTATION/TRANSITION

The timeline and assigned resources of the multi-state implementation/transition to a new program are critical. The awarded Contractor will be responsible to fully cooperate with the current Contractor and any State executing a Participating Addendum under the new Master Agreement during all phases of the implementation/transition.

9.1 Implementation/Transition activities will occur at no cost to the Participating States or Purchasing Entities.

9.2 Upon award of the Master Agreement and each Participating State's Participating Addendum, but prior to the effective date, many entities will transition from the current NASPO ValuePoint contract and other individual state contracts to the new agreement*. Contractor must have a pre-established account set-up process that may be customized based on the needs of each Participating State.

Note: Each state's implementation shall not exceed nine (9) months.

*If the new agreement is awarded to the currently awarded Contractor, current Participating States may choose to 'reset' (i.e. re-organize under one statewide hierarchy/short name) their State's program requiring new account set ups/transition for all current Purchasing Entities.

Contractor will be required to work with Participating State to meet implementation requirements.

After contract award and execution of the Master Agreement and Participation Addendums, WEX will begin the implementation phase at the availability of State and/or participating Entity. The WEX Relationship Management Team will enlist the help of a WEX Strategic Implementation Manager to take the lead on the implementation process. WEX is well versed in implemented large complex accounts onto our platform. In recent years WEX has successfully lead the implementation of numerous large State, Private Sector and Federal Agency accounts as well as entire card portfolios for large Fleet Management Companies as well as several Major Oil Card Programs for branded merchants.

Strategic Implementation Managers work exclusively with WEX's large fleet customers, rolling out new programs and implementing significant changes to existing large client programs. Your Strategic Implementation Manager will work with the State to create and coordinate project plans and design, lead and execute communication to ensure milestones are met. The Strategic Implementation Manager will also develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program.

During the implementation, they will also prepare and distribute regular project updates, facilitate and document issues and action items and document the State's requirements for customized reporting.

Task Name	Duration	Who's Responsible
TRANSITION/PRE-IMPLEMENTATION	20-30 days	
Initial formal contact between WEX and fleet		Relationship Manager / Fleet
Establish contacts, addresses and areas of responsibilities between all parties		Relationship Manager / Fleet
Relationship Managers		Relationship Manager / Fleet
Fleet Manager (day to day contact(s))		Fleet
Premium Fleet Services (PFS) Account Manager		WEX
Fleet billing		Fleet
Fleet maintenance		Fleet
Fleet technical		Fleet
Determine fleet expectations		Fleet / Relationship Manager / PFS
Determine whether roll out is at once or staggered		Fleet
Finalize implementation schedule		Fleet / PFS
Establish account profiles and hierarchy requirements		Fleet / PFS
Determine needed credit line		Fleet / WEX
Determine fleet's electronic capabilities		Fleet / PFS
Determine billing requirements		Fleet / PFS
Determine reporting requirements		Fleet / PFS
Determine account maintenance (WEXOnline) requirements		Fleet/PFS
Determine fleet training needs and create training plan		Fleet/PFS
Provide format for auto upload of fleet data into WEX system		PFS
Account information verified (prior to loading)		Fleet/PFS
IMPLEMENTATION - Timeline depends upon size and complexity, but typically 60 days		

4 or 6 digit personal prompt identification number?		Fleet
Prompt IDs provided by fleet or randomly generated by WEX System?		Fleet
Determine card design and embossing requirements		Fleet
Determine card types and restrictions		Fleet
Verify card information		PFS
Establish billing process and where invoices are sent for reconciliation and payment		Fleet /PFS
Establish payment terms		Fleet/WEX
Establish rebate process		Fleet/WEX
WEXOnline – fleet user enrollment		Fleet/PFS
Test applicable billing files and reports		Fleet/PFS
Execute training plan		Fleet/PFS
Create Training materials and Driver guides		PFS
Establish dispute process		PFS
Establish problem resolution process		PFS
Issue and distribute new fleet cards (confirming receipt)		PFS
POST-IMPLEMENTATION	30 days	
Review first set of reports		PFS
Are reports received on time and meeting fleet's needs?		PFS
Review first set of invoices		PFS
Are invoices received on time and meeting fleet needs?		PFS
Are payments being received on time?		PFS
Survey fleet to obtain feedback on implementation		PFS

Depending on the project plan that is mutually agreed to WEX will work to meet all requirements in the allotted time. A typical implementation takes around 90 days, but that can vary based on the specific requirements a fleet may have.

Please refer to the following sample Implementation Plan for a step-by-step list of implementation activities and the responsible party. This plan will be expanded and modified to meet your specific needs, including custom plastic.

9.3 Contractor must provide an Implementation/Transition Communication Plan.

As addressed in requirement 9.2, the WEX Strategic Implementation Manager will create a communication plan as part of the overall project plan that WEX will put in place with the customer at the very beginning of the implementation. The communication plan will be mutually

agreed to and provide for how communication will happen as well as resources and training for all users who are coming on board. This plan will call out any needed staff resources, how communication should take place as well as timing of any necessary communications and training.

WEX has been in the fleet fueling business since 1983, and has a long history of efficiently and effectively implementing fleet fueling programs for many of the largest commercial and government fleets in the United States. We believe customers who have worked with WEX, such as the references included in this response, will agree that our implementation process is unsurpassed when compared to our fleet card competitors. See sample implementation plan above for reference.

9.4 Contractor must provide qualified personnel during the implementation/transition process.

WEX would replicate the proven implementation process detailed above in 9.2 and 9.3 and engage the proper contacts at each of the participating entities, optimizing the sequence of implementation by the project plan that is put in place following the first meeting. Additionally, WEX will work to schedule group online training session, recorded training session and additional trainings in person as needed or required.

9.5 Contractor must provide Implementation Training Plan for all Purchasing Entities.

WEX would replicate the proven implementation process detailed above in 9.2-9.4 and engage the proper contacts at each of the participating entities to put in place project plans to ensure the above requirement and all other needs are met.

9.6 Contractor must provide access to online test-environment for Participating State and Purchasing Entity testing during all phases of the account setup process. The system must look, act, and demonstrate all aspects of the "live" system.

Although WEX does not have a customer-facing testing environment, we typically provide account access at the time of account creation to users who desire early access. This is done so customers can familiarize themselves with the site as the WEX Strategic Implementation Managers are standing up all of the specific aspects of the account for the end-users. This process allows fleets to see how their actual account's specific details will look and feel. In terms of online or in-person training, WEX also provides access to the actual system interface and can walk users through typical set-ups in live webinars or other in-person training.

9.7 Contractor must agree that at the end of any applicable Master Agreement or Participating Addendum, should any Participating State conduct another procurement and award a new contract, the Contractor will work with Participating State to ensure that an efficient and effective transition takes place within nine (9) months.

WEX agrees to this requirement and that we would make every attempt to ensure that contract close-out and transition to a new contractor is successful, and would assign a close out and transition team to carry this out. This team will be assigned by WEX no later than one hundred twenty (120) calendar days prior to expiration of the Contract.

WEX understands that the State may have a need for WEX to continue providing any part or all of the services required under the Contract for a period not to exceed one hundred twenty (120) calendar days after expiration or termination of the Contract. If this need exists, upon written notification by the State, WEX will provide services for that period or until the State notifies WEX in writing to cease providing services, whichever is sooner.

Coordinating the card, driver and account terminations in our system to coincide with the timing of their transition has been our primary focus and action. WEX will continue to provide reporting as needed, communicate with the customer about how long they will need online access, and either only suspend the accounts accordingly until online access is not needed and then terminate the accounts and associated online logon(s). We will work with the customer to establish a reasonable date or phase out of WEX card usage, so that there is no interruption in service, and keep credit on the account accordingly if there are no credit issues. If there are credit issues we will communicate with the customer and the bank to work out a plan to switch to the new provider when needed. The goal of the plan and the continuous communication to the fleet is to provide uninterrupted fueling and reporting. All of these activities are performed by an account manager per an authorized fleet contact request.

10. PROGRAM GROWTH

Throughout the life of the Master Agreement/Participating Addendum and through the growth of each Participating State's programs, it can be anticipated that new Purchasing Entities and new cards within exiting Purchasing Entities will need to be added.

10.1 As the marketplace changes and technology advances, card products and service may also expand. If the awarded Contractor proposes an additional product or service, that request must be submitted to the Lead State for review and approval. Request must include:

- Full description of product/service;
- Full implementation plan, including level of effort and timeline;
- Full communication plan; and
- Full training plan.
- New card products and services must not impact the rebate/incentive share or have any additional cost to the Participating States or Purchasing Entities. Addition of any card product or service to the Master Agreement is at the sole discretion of the Lead State. Participating States will have the option to allow or exclude new card products or services in the Participating Addendum.

10.2 While the goal is for a majority of Purchasing Entities to enroll in the program prior to the program effective date, it is understood that some Purchasing Entities will need to be integrated after the program effective date and additional Purchasing Entities will join throughout the program term.

WEX would encourage full participation at the outset to maximize training resources and transmit standardized information to all participating entities. However, WEX has no issues in meeting this requirement and providing whatever levels of support for the on-boarding of the new participating entities individually as they join.

10.3 Adding cards to an active Purchasing Entity account.

An active purchasing entity account requires no extra paperwork or agreement to add cards to that account. As long as an authorized contact is making the request.

Fleet Card Enrollment Process: Existing State Agency Accounts

Program administrators can add cards and drivers via the Fleet Manager WEX's online module named, WEXOnline®, through WEX customer service or the State's Premium Fleet Services Account Manager. The Premium Fleet Services Account Manager is a one to one point of contact

assigned to the State to day to day operation support and account needs. The Fleet Manager module allows the fleet manager to add, edit, suspend, reactivate, and terminate cards and drivers, to add and manage card controls, and to view and download invoice details. You can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce your purchasing policies
- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase)
- Edit account information

Card orders: WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, you can have cards sent that day. You can use your own shipping account number or be charged a fee to cover the shipping costs. The WEX overnight fee, is included in the pricing evaluation for the RFP. If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account electronically through WEXOnline®.

10.4 Contractor is expected to promote the card program.

WEX currently provides fleet fuel cards for 24 states, and has governmental and tax-exempt customers in all 50 states. Our State customers represent more than 375,000 cards. Additionally, WEX provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for the GSA Fleet, as well as to the Departments of Homeland Security, Energy, Treasury, and Agriculture. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.

WEX offers and actively markets its card programs to municipal and other public entities within member states so as to extend the benefits of the program throughout member states. See **ADDENDA** for examples of how WEX markets its government card programs to political subdivisions within a participating entity.

WEX employs an outside sales team as well as two inside sales representative who are dedicated to Government Contract Support for promoting and onboarding eligible entities to support contract growth. In addition to these resources, WEX actively participates in government-specific trade shows and associations to actively promote and sell our products and services to grow our contracts. Some of these events include the NASPO Exchange, NCSFA, NIGP, NAFA, GFX, state-specific shows showcasing their contracts, and many others.

Over the years, WEX has seen tremendous growth and high retention rates for all our state-held contracts, cooperative contracts, and political subdivision participation within those contracts.

11. CARD DESIGN/EMBOSSING, DELIVERY & ACTIVATION

- 11.1 Contractor shall be responsible for the embossing and printing of the cards to each Participating State's specifications. Each Participating State will be responsible for furnishing the necessary artwork (digital file) to the Contractor.

11.2 Each Participating State reserves the right to change the card design during this contract, and if doing so, will provide the artwork needed to make changes.

11.3 Contractor must be able to deliver cards overnight when requested by the Purchasing Entity.

11.4 Customization options to the front side of the card will include verbiage and/or logo or graphic and embossing including but not limited to:

- Participating State
- Purchasing Entity
- Program/Department Name
- Cardholder Name
- Picture/Logo
- Phrase (i.e. "FOR OFFICIAL USE ONLY")
- Embossing Line, ALPH OR NUMERIC VERBIAGE
- Contractor supplied options

Card embossing, production, and distribution process.

WEX is able to meet the above requirements as stated. Our embossing capabilities and card design enable customers to customize the information that is imprinted and printed on the cards. There are two lines for embossing. The first line is usually designated for the account name, while the second line can be used to identify the associated equipment or driver. Each line will accommodate up to 24 characters. The account number, card number, product restriction (such as "Fuel Only"), and expiration dates are printed on the front of the card. Embedded in the card's magnetic strip are the card number, expiration date, prompt, and restrictions, if any.

The WEX Fleet Card is a standard-size plastic charge card with an encoded magnetic strip on the back. The strip is encoded with the account and card information which, when read at the point of sale, is married in our systems with Level III data obtained during the transaction.

Although we use the highest grade plastic that is rated for longer periods of use, our standard term for card expiration is three years. WEX uses a three-year active period for our cards due to the wear and tear on the magnetic strip that requires a card to be replaced for optimum performance. WEX ships new cards 45 days prior to expiration to ensure that your drivers will never be without an active card. On request WEX can renew cards earlier than the standard 45 day prior to expiration to allow the fleet more time to swap out cards. Some competitors offer longer card terms on equally rated card stock prior to replacement. We prefer to replace cards before they become problematic for your drivers and detrimental to the efficiency of your fleet operations.

WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, you can have cards sent that day. You can use your own shipping account number or be charged a fee to cover the shipping costs.

If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account through WEXOnline®. Subject to any limitations imposed by applicable law, the fleet will be liable to WEX for all unauthorized use of a card until you notify us of such use.

Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet will be relieved from liability for any subsequent charges to the card.

WEX will work with each participating entity to customize plastics types.

11.5 Physical cards will be delivered to the Purchasing Entity or Cardholder at the address specified by the Purchasing Entity.

WEX cards can be shipped directly to the address specified by the user making the card order. Standard card orders are set to go out via Standard US Mail at no charge. WEX does offer expedited shipping options of overnight and two-day shipping. WEX cards can also be delivered using the carrier specified by the fleet (e.g., the U.S. Postal Service, FedEx and UPS). There is a fee for expedited orders if you choose not to use your own shipping account. For all card orders of five or more cards, WEX ships via USPS Parcel to provide a tracking number for the order. This is done at no extra cost and helps provide visibility into card orders that would not be trackable through regular mail.

11.6 Purchasing Entities must be able to decide if cards are delivered active or inactive.

WEX typically ships cards in active status. WEX can accommodate cards being shipped inactive; we only need to be notified of that request at the time of card order. We will change the cards to suspended status once the file is sent to our card production. Card status can be changed to active when the customer is ready to begin using the cards. WEX cards can also be suspended on arrival by authorized users and WEX can assist with any mass card activations on our end.

11.7 Purchasing Entities need to have the ability to have cards delivered in batches (i.e. Division A, Program 1) as determined by the Purchasing Entity.

The customer can order cards in batches using the WEXOnline® module or the Premium Fleets Services Account Manager can work with the customer to order new cards or reissue cards in batches using a Data Collection Document (DCD) for orders exceeding 100. The PFS Account Manager has access to and can provide to the customer delivery tracking information for USPS card orders totaling five or greater and tracking on expedited card orders at no additional cost.

11.8 Card re-issuance.

Accounts can be set up with different expiration dates, and account expiration dates can be changed by the account manager to renew early. Both measures are precautions to avoid a mass-reissuance of cards.

In the normal course of business, files of reissuance cards are sent to the vendor on the 1st and 15th of the month prior to the month in which cards expire. Cards expiring on August 31 are sent to the vendor on July 1 and 15. Cards are completed and mailed to the customer within seven business days of receipt of the file and shipped via regular mail.

For Purchasing Entities requiring more time, WEX can perform an early card renewal given the entity the time needed to complete their re-issuance. This is available on request from the entity to the Premium Fleet Services Account Manager.

11.9 Mass re-issuance of cards for a Purchasing Entity avoidance process.

Accounts can be set up with different expiration dates, and account expiration dates can be changed by the account manager to renew early. Both measures are precautions to avoid mass-reissuance of cards.

WEX is flexible in that we are always looking to work to meet the needs of our customers. If there are specific re-issuance scenarios a fleet may be concerned about, WEX will work with that entity to mitigate and put in place precautions to avoid a mass re-issuance scenario.

12. TRAINING

Initial and ongoing training are critical to each Participating State's ability to manage their program. Each Participating State may have additional training requirements and will be negotiated in the Participating Addendum. At a minimum, training will include:

- 12.1 Contractor must provide System User Guides online and accessible through the web-based card management system.
- 12.2 Contractor must provide ongoing training for the life of the contract. WEX will provide initial training at agreed upon sites, ongoing as-needed training, and re-training as required via the following delivery methods: in-person training, webinars, phone conference or a combination of those.

Upon the initial implementation, your WEX Strategic Implementation Manager will train the fleet management team in how to perform the following functions. Online or in person system training typically takes 60 to 90 minutes, depending on questions:

WEXOnline® Account Maintenance

- User ID/Password Creation and Site Overview
- View Hierarchy/Account Search
- Card Maintenance
- Vehicle Maintenance
- Driver Maintenance
- Invoices
- Authorization Controls
- Address/Contact Management
- WEXOnline® Account Financials
- Accounting Fields/Codes
- Accounting Profiles
- Transaction Management
- WEXOnline® Reports
- Ad hoc Reports
- Exception Reports
- Custom Report
- Standard Reports
- WEXOnline® Resource Tools
- Accepting Locations
- Fuel Price Mapping

- Alternative/Diesel Fuel Directory
- WEX Index Top Metro Report
- WEXOnline® Administration
- View /Add Online Users
- View Pending Requests
- Add/View Roles and permissions

Training can be divided into specific segments depending on the administrator's duties. WEX will work with the State to organize tailored online training per users' assigned roles.

WEX will provide recorded training sessions that can be posted to the State's intranet site as an additional tool. Multiple trainings can be recorded based on the audience's role e.g., full access or read only.

12.3 Contractor must provide web-based training.

WEX is able to provide training for all of the above requirements and will hold ongoing WebEX and in-person training sessions at a frequency determined by the State of Washington/NASPO and any other Participating Entity. For instance, WEX could host monthly WebEX/online trainings for new employees and those who need refresher training. Items included in the training are customizable depending on the need, but typically consist of all of the needs mentioned in Question 12.3 plus:

- Program policies as dictated by the member states
 - Card usage at retail locations
 - System access
 - Customer Service Support
 - Updated technology
 - Best practices
 - Industry trends

12.4 Contractor must provide onsite/classroom training for Program Administrators

WEX agrees to and will hold onsite, in-person training sessions for Program Administrators at a frequency determined by the State of Washington/NASPO and any other Participating Entity.

12.5 Contractor must provide onsite User group forums.

WEX will hold ongoing in-person training and user forum sessions at a frequency determined by the State of Washington/NASPO and any other Participating Entity for whatever subject matter, best practice sharing, account reviews, raising concerns or any other need the customer may have. Many times these user forums are a great time for Participating Entities to share new or reinforce existing policies as well for their users. Items included in the forums are customizable and can meet all of the above requirements.

12.6 Contractor must provide written User reference guides, both extensive and quick guides.

WEX will provide reference guides that are detailed and provide quick summaries as part of the implementation project plan. Other reference guides exist throughout WEX's various systems. For example, The WEXOnline® module has PDF help guides that provide step-by-step instructions to navigate the different modules available.

The following PDF help guides are available:

- **Homepage.** View news and events, pending online user requests, flexible exception report notifications, and search and select both accounts and organizational units.
- **Fleet Manager.** Managing cards, drivers, vehicles, authorization profiles, accounts, org units (or departments), contacts, and addresses.
- **Financials.** Provides access to accounting fields and definitions, and allows you to assign financial profiles throughout your hierarchy.
- **Reports-** Guides the user through the various reporting tools to meet your analysis needs.
- **Resource Tools.** offers various, commonly-requested reporting tools to help locate sites where your fleet card can be used, to assist you in finding diesel and alternative fuel sites, and to direct you to locations with the lowest price per gallon.
- **Administration.** Manage online users, view the roles and permissions to which these users are assigned; create custom roles to meet your security needs.

The Implementation Manager will also work with the Agency to create a WEXOnline® Summary Guide that outlines how agency nuances and requirements will be captured and reported through the system as well as quick-step guides for the online system.

12.7 Contractor must provide updates to the user guides will be proactively communicated.

Improving our end-user assistance, WEX is shifting away from static PDF user guides in favor of an online contextual and embedded help management system that's always available and is updated dynamically. PDF user guides will remain available on the site as we continue to add embedded content to the contextual and embedded help management system.

- New contextual and embedded help management system content is prioritized based on information communicated from the call center, account reps, and direct user feedback. When new information is added, on-screen alerts appear.
- Adding new contextual and embedded help management system content is ongoing, and new walk-throughs are added as quickly as resources and capacity allow.
- Our site is coded such that video content can be generic or, if state-specific tutorials are available and supplied to WEX, branded by state.

12.8 Additional training.

During the implementation phase WEX will source feedback from user to craft training to ensure customer input is received, needs are prioritized, training is tailored, the venue it needs to be presented in and how it is communicated. At the conclusion of the implementation, the Implementation Manager will create a final document outlining the program as implemented for a given Participating Entity and capturing the nuances of the different Agencies along with any customized servicing or reporting that has been designed for your team. This is a collaborative process between the customer and WEX and will be maintained throughout the life of the contract for support on an ongoing basis.

See the response in 12.7 regarding how our system also provides dynamic training updates with pertinent on-screen alerts that notify of new training topics and learnings supplied by our call center, account reps, and direct user feedback.

WEX will also provide training on an ongoing basis as technical releases are completed to ensure the Agencies are taking full advantage of all the WEX offerings. Your Strategic Relationship Manager along with your Premium Fleet Services Account Managers will work with the

Participating Entities to schedule additional training sessions as required or requested after the initial implementation is completed.

12.9 Reserved

13. RESERVED - See Payment Terms Section 6.

14. LIABILITY

14.1 Purchasing Entities shall have no liability for lost or stolen cards upon notification to the Contractor or fraudulent use of any card products.

15. FRAUD PROTECTION

15.1 Contractor shall report fraud transactions, and the resulting credit issuance(s) to the Cardholder and the Purchasing Entity Program Administrator through real time notifications.

15.2 Contractor or system must be capable of providing a daily (at a minimum) fraud and declined transaction report as requested by the Purchasing Entity.

15.3 Contractor must provide external fraud protection coverage for the following types of occurrences including, but not limited to:

- lost/stolen cards
- counterfeit cards
- skimmed cards
- unauthorized internet transactions
- fraud patterns
- account takeovers

Fraud protection coverage plan.

The WEX Fraud team looks for and provides protection coverage for the types of occurrence listed above. In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of a fleet management policy; controls; and alerts, along with careful review of all reports, including exception reports, helps substantially reduce exposure to abuse and fraud, and any associated losses.

WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts:

<i>Primary Functions</i>	
•	Review Transaction activity
•	Identify potentially abusive or fraudulent behavior
•	Notify customers when such behavior occurs

Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as:

<i>"Red Flag" Activity Indicators</i>	
•	Date and time of purchase
•	Merchant location
•	Product purchased
•	Driver identification number used to conduct the sale
•	Dollar amount

Our Fraud Department has been instrumental in providing recommendations to prevent fraud from occurring, proactively working to identify fraudulent transactions, and working closely with fleets, merchants and appropriate authorities to minimize losses and prevent such situations from continuing or recurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently approximately 40 members of in WEX's fraud department. WEX works with state and local law enforcement, in all 50 states, in an effort to prosecute those who commit fraud with the WEX card.

WEX only covers liability for losses for counterfeit/skimmed transactions. For lost or stolen cards, liability only applies after the customer reports a loss.

If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account through WEXOnline®. Subject to any limitations imposed by applicable law, the fleet will be liable to WEX for all unauthorized use of a card until you notify us of such use.

Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet will be relieved from liability for any subsequent charges to the card.

- 15.4 Contractor must provide program screening activity for external fraud patterns and the process for communicating potential external fraud with Cardholders and Program Administrators.

In recent years, white plastic fraud has become the most significant form of fraud in the fleet card industry. White plastic is the result of a third party stealing card information and loading that information onto a new card for the purpose of conducting fraudulent transactions. In the cases that we see, the data is primarily acquired through devices placed into Automated Fuel Dispensers (AFDs). The devices allow the perpetrators to capture the card numbers, Driver IDs, and odometer readings as they are input at the pump. It is important to know that it's not just WEX cards that

are affected by gas pump skimming; any other gas or bank card used at the same pump during the time a device is in place is also at risk of being compromised.

WEX uses the data available to us in an attempt to discern the Point of Compromise (POC) for each identified occurrence of white plastic. We use this data to review other cards used at the same location during the same time period for possible abuse. Based on this information and other variables, we determine which cards are most at risk for having white plastic created.

WEX also regularly communicates fraud patterns to our customers on an ad-hoc basis.

Finally, as a global payments innovator with more than 35 years in the market, WEX has developed SaferPayments, a **true 24/7 real-time system** that prevents fraud by intercepting fraudulent transactions “in-flight,” generating case queues for subsequent investigation and, in specific cases, triggering email alerts to customers.

SaferPayments is capable of preventing fraud at the holistic individual portfolio level, either during the authorization process or at the payment gateway. SaferPayments can prevent first party fraud and enforce business policies in one single instance for a true multi-channel/ multi-portfolio application. SaferPayments has been carefully programmed to prevent the authorization of the highest number of suspicious transactions possible without negatively impacting the customer experience by minimizing the number of “false positive” transactions that are stopped.

SaferPayments is an artificial intelligence based software that identifies risky transactions during the authorization process within milliseconds to prevent the degradation of authorization response times from the WEX authorization system. Transactions above a certain “suspicious level” will be declined, while all other transactions will be allowed to pass. SaferPayments delivers exceptionally accurate results at high fraud detection rates without impacting the customer experience. SaferPayments can detect anything from an unauthorized transaction due to a lost or stolen card, a compromised account (skimming, data breach, account takeover), or a potentially illicit transaction (money laundering, drug smuggling, etc.).

SaferPayments can both detect *and* prevent fraud. SaferPayments is both versatile and easily configurable, allowing WEX to maintain the fraud models internally, yet still provides robust fraud management capabilities. Using advanced machine learning algorithms, SaferPayments continuously “learns” as it aggregates transactions streaming through the solution to detect trends at a portfolio, customer, channel, product, and transaction level. WEX controls the settings that allows the WEX transaction authorization system to “pass”, “pass, but flag for review”, or “deny” any transaction or group of transactions.

Most traditional “neural” or “anomaly detection” software solutions rely heavily on pre-coded patterns of transactions or geolocation monitoring. They lack the ability to learn as they go and monitor all levels of a card portfolio. They also will typically only “flag” a transaction for review, but may not be able to actually stop a potentially fraudulent transaction from getting through the authorization process.

SaferPayments “learns” as it streams transactions through its logic. SaferPayments is able to monitor trends and activity at the portfolio, channel, customer, product, and transaction levels.

The logic within SaferPayments is highly configurable and as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through its logic engine. SaferPayments has multiple levels of detection which can actually prevent a transaction from authorizing or can flag a transaction for review by the fraud team depending upon scoring logic.

SaferPayments model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis.

15.5 Fraudulent charges and communication.

WEX sends an immediate email notifying of potential fraud transactions. We don't execute massive "block and reissue" of potentially compromised cards. Our strategy involves enhanced monitoring of cards involved in a compromised event using Safer Payments decision intelligence (see 15.4).

15.6 Fraud deterrent of an EMV chip.

WEX will begin issuing chip cards in 2020 and will have a proprietary chip card live in market before the scheduled EMV liability shift in October 2020. This is in accordance with the industry wide movement led by the major card brands to require EMV chip usage at pay-at-the-pump fuel terminals.

An added benefit of the WEX chip cards will be that card renewal cycles will go from three years on current plastic to five-year renewal cycles (card expiration date). This will give fleets that added benefit of not having to deal with card swap outs due to expiring cards as often and help relieve some of that administrative burden.

WEX's current WEX Spec Compliance Policy requires that all WEX accepting merchants are able to accept a WEX chip card by October 2020 or merchants will cover the costs of any counterfeit fraud.

WEX developed its proprietary chip card in partnership with FIS, Multos and Gemalto, world-class leaders in chip card technology. This is the first fleet-centric chip applet designed specifically for the U.S. fleet industry, spec-based and customized for WEX Fleet.

Despite technological advances WEX is developing in the card, not all retail fuel merchants will choose to invest in chip card readers at the point of sale or at outside payment terminals due to the significant financial investment required. Some merchants will accept the risk of liability for fraudulent transactions. Because of this, the WEX Fleet card will have both a chip and magnetic stripe for many years to come.

WEX has taken a thoughtful and comprehensive approach to its chip card development:

- Because WEX's reputation is based on customer security and satisfaction, WEX chose to use a proprietary chip applet -- not a consumer based chip applet -- in order to continue to be the market leader in Fleet technology.
- The WEX research and development team initiated planning years in advance with a goal to define a lasting standard, and to release the highest quality solution for commercial fleet at the right time.

- WEX is building a WEX Chip Issuance Roadmap to provide a seamless transition to WEX chip cards for our fleet customers.
- WEX also is working directly with our WEX-accepting merchants, their payment processors and their POS/pin pad vendors to build and to ensure compliance of the WEX chip.

15.7 Contractor or system must provide a way for Purchasing Entities to report fraudulent activity, lost, or stolen cards. Purchasing Entities also know it is important to be able to verify credentials of someone reporting such activity.

If a WEX card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year. The fleet can also notify WEX of the loss, theft, or unauthorized use of any card or account through WEXOnline®. Subject to any limitations imposed by applicable law, the fleet will be liable to WEX for all unauthorized use of a card until you notify us of such use.

WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, you can have cards sent that day. You can use your own shipping account number or be charged a fee to cover the shipping costs.

Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet will be relieved from liability for any subsequent charges to the card.

WEX actively works with authorities at both local and federal levels to help authorities identify and apprehend individuals associated with White Plastic and/or Skimming. This level of engagement sometimes involves undercover surveillance which could be jeopardized by an unknowing individual pursuing an investigation on his or her own.

WEX may assume liability (financial loss) for white plastic cases. WEX may also require the impacted fleet to submit a dispute form or an Unauthorized Use Affidavit. This notarized document may be requested should the matter be prosecuted and it enables WEX to submit information in a court proceeding as evidence. Without the formal notarization, the claims we are prosecuting on your behalf may be disallowed.

It is important to remember that diligence and responsiveness are also important for fraud mitigation:

- Timely review of transaction data and reports is critical to fast identification of suspicious activity.
- Expeditious reporting (including submission of the Unauthorized Use Affidavit, if requested) of any suspicious transactions.
- Drivers should be encouraged to report to Customer Service anything unusual at stations, such as a pump that may have been tampered with/opened or a card reader that appears abnormal.

15.8 Contractor or system must provide a way for Purchasing Entities to track reported fraud transactions to completion (closure).

WEX offers a comprehensive fraud prevention and management program. Most recently, we have been beta testing an enhanced customer facing claims management interface with a large government customer. This tool allows customers to view each claim, the claim number, type of claim, card number, date reported, age of claim, total dollars, claim status and date of resolution. Upon resolution, an email is sent to the fleet for notification. The information in the interface can be exported into a report (on demand or scheduled) so it can be easily shared with others in your organization. Once beta testing is complete, we expect to deploy this solution to other large customers. We expect this to be in place before the contract effective date of January 1, 2021.

15.9 Contractor or system must be able to resolve mass attacks (i.e. fraudulent low value charges on multiple cards at once) without requiring action from the Purchasing Entities.

This type of attack is not a risk to WEX Fleet card holders, as our transaction processing occurs on a closed-loop network, not over the Internet.

Regarding other Web-based applications, OWASP standards are built into development processes, and manual testing is performed in addition to peer review as required by our SDLC. WEX uses an automated dynamic application security testing (DAST) solution that scans web applications to find vulnerabilities and provide guidance on remediation.

WEX receives vulnerability announcements for relevant systems from vendors, third parties, NIST, FDIC, FBI, and other threat feeds, and has a dedicated security operations team managing and maintaining the vulnerability management program. The vulnerability management procedure requires a ticket to be generated and assigned to Information Technology operations teams for patching.

16. DISPUTED TRANSACTIONS

Purchasing Entities will pay according to the contract payment terms; however, in instances of dispute, the charges must be placed in suspense until there is resolution. The Contractor must propose a timely dispute procedure to ensure that the payment network charge back rights do not expire. If upon resolution of a dispute it is found that the transaction was actually an authorized charge, the Participating Entity will be liable for the payment within the payment terms as described herein.

16.1 Contractor must provide a resolution procedure for dealing with disputed transactions resulting from unauthorized charges, errors in cardholder billings, or problems with charges for merchandise or services that are not resolved between the Cardholder and Merchant.

Disputed Transaction Detail

- How users will notify the Contractor
- Ability to dispute transactions electronically as well as track through final resolutions of the charge
- Instructions for cardholders
- Instructions (including invoice adjustments) for billing offices
- Provisions for prompt investigation of disputed items

- Provisions for reporting/disposition on resolution of dispute to cardholders, approving officials, Program Administrators, and billing office
- Provisions for system identified disputed related credit or payment on resolved dispute.
- Any limitations on the timeline of disputed transactions.
- Any details on what components of the transaction can be disputed

The WEX transaction dispute process is outlined below:

1. A customer must notify WEX in writing of a disputed transaction within sixty (60) days of the billing date of said transaction. WEX requests that the customer to provide as many details regarding the transaction and the reason for dispute as possible, including, but not limited to the following: card number, driver identification number used, transaction date and time, transaction dollar amount, and reason for dispute. Additional information may be requested as necessary to facilitate the investigation.
2. The fleet's written dispute is then forwarded to the applicable department for follow up and investigation. If the dispute involves an allegation of abuse or fraud, it will be handled by WEX's Fraud Department and the dispute process may vary from the standards as outlined below depending on the nature and validity of the claim.
3. If the disputed transaction occurred inside the fueling location and required a signature from the cardholder, WEX may request a copy of the sales draft from the merchant. As a result of the ticket request, the fleet customer will receive a memo on their invoice noting that a transaction is in dispute.
4. Once the applicable merchant provides a copy of the sales draft, it will be reviewed for compliance with the fleet program. If WEX determines that the sale is valid in accordance with the program, the disputed charge balance will be carried forward for payment and will be subject to applicable late fees. Payment is expected during the next billing cycle. Copies of the sale draft are then forwarded to the fleet for review.
5. In the rare event that the transaction in question is determined to be a duplicate transaction, it is not necessary for WEX to request a copy of the ticket from the merchant. After receiving the fleet's dispute in writing and confirming that the transaction is a duplicate, WEX will permanently credit the account within five (5) business days.
6. If the disputed transaction occurred at an automated facility, a copy of the sales draft would not be available as no signature is required and swipe of the card into the card reader establishes that the card was present at the time of sale. Pursuant to the terms of our Agreement, "...use of a Card and DIN and entry of the applicable sales data into the card system will evidence (your) Agreement to pay for such purchases."
7. In the rare occasion that a technical error occurred at an automated facility, WEX will perform an investigation into the dispute sale.
8. Upon conclusion of the investigation, WEX will communicate the outcome of the investigation to the fleet customer. If a credit for a disputed transaction is warranted, it will be applied against the current billing period.

**Disputes of WEXPay™ transactions are subject to the MasterCard dispute process.*

Online Dispute Process

Provisioned users can use WEXOnline® to request ticket copies, initiate a transaction dispute on a single or multiple transaction(s), and maintain visibility until resolution.

Current rules about what types of transactions cannot be disputed (e.g., private site, transactions, aviation transactions, island card reader, etc.) still apply. Onscreen instructional text and error messaging will be displayed if a transaction doesn't meet the dispute criteria.

Fraud-related dispute requests can be initiated within WEXOnline®, but due to their urgent nature, these disputes are immediately routed to the WEX Fraud Department for analysis and review. Given their sensitive disposition and circumstance, information about fraud-related disputes, including their status, will not appear in WEXOnline®, and instead will follow existing communication channels.

WEXPay™ transactions cannot be disputed online and must follow the existing process. Onscreen error messaging with a hyperlink to the dispute form will appear if this type of transaction is selected.

17. CARD ACCEPTANCE

17.1 Card acceptance is critical to state business and is a scored element of this Competitive Solicitation.

The WEX Fleet Card offers acceptance in all 50 states, at more than 95% of U.S. retail fueling locations, all of which provide Level III data. The card is accepted by all major oil companies and fuel retailers, as well as independent merchants, in urban, rural, and remote locations. The WEX Fleet Card is also accepted at approximately 4,500 locations in Canada. Although the number of accepting locations fluctuates due to gas and service stations opening and closing, the WEX card is currently accepted at more than 132,000 retail locations. Of these, approximately 120,000 offer fuel or both fuel and service; approximately 32,000 offer service or both fuel and service.

WEX Fleet DriverDash, our free mobile fuel payments platform, is now accepted at more than 25,000 US fueling locations, with frequent new acceptance announcements. DriverDash is an industry-first, fleet fuel card mobile payments application. WEX Fleet DriverDash sets the fundamental framework and acceptance for how future payments will be made, including by the vehicle itself. As connected car technology grows and becomes more accessible, the need for these type of mobile payments applications and interfaces will continue to grow. Mobile payments are safer, more secure, and provide a greater level of flexibility and accuracy for what can be prompted for at the time of purchase.

WEX is always increasing its acceptance coverage for fuel, marina and service locations. Because we currently have acceptance at more than 95% of all U.S. fuel sites, our merchant acquisition strategy is driven by the needs of our fleet customers requiring service in remote areas or acceptance outside of domestic coverage. If a fleet customer identifies specific fueling needs, WEX will work toward signing any needed location

If the customer has merchants that they would like to be part of the WEX accepting network who do not already have direct acceptance or cannot utilize the WEXPay™ tool, we will request the following information from the fleet:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from your fleet

- Name and phone number of fleet employee requesting WEX card acceptance

WEX will work with all interested parties toward gaining acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

Number of WEX-accepting locations, July 2019:

Fuel, United States	137,862
Fuel, Canada	~ 4,500
EV (US)	~ 66,000
WEXPay (US)	~ 398,000