



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB

320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number MA24000000226

CONTRACTOR	WEX BANK
	111 East Sego Lily Drive, Suite 250
	Sandy UT 84070
	Janet Parker
	207-749-6176
	Janet.parker@wexinc.com
	CV0065279

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Emily Massa	DTMB
		(517) 897-7321	
		massae@michigan.gov	

CONTRACT SUMMARY				
Fuel Card Services- Statewide				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2024	December 31, 2029	2 - 1 Year	December 31, 2029	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 and prompt pay discounts (See Schedule B)		N/A		
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING		
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,000,000.00	\$0.00	\$20,000,000.00		

DESCRIPTION

Effective July 1, 2025, the following language hereby replaces and supersedes all previous language for the specified section:

Schedule A - Statement of Work Contract Activities, 2. Service Requirements, 2.1.Database and Technology, C. Access Control Website or Mobile, 1. Authentication Process, f. The authentication process is limited to three unsuccessful attempts and must be reinstated by the authorized personnel (preferable the System Security Administrator). User accounts should be systematically disabled after 6 months of inactivity and must be deleted after one year of inactivity.

Please note the State Contract Administrator has been updated to Emily Massa.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement and DTMB Central Procurement approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Sue Lutton	517-388-6207	luttons@michigan.gov
MDOT	Daniel Murphy	517-284-6447	murphyd2@michigan.gov
MSP	Mary Vickrey	517-243-7192	VickreyM@michigan.gov
DMVA	Gregory Pawlak		PawlakG@michigan.gov



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **MA24000000226**

CONTRACTOR	WEX BANK
	111 East Sego Lily Drive, Suite 250
	Sandy UT 84070
	Janet Parker
	207-749-6176
	Janet.parker@wexinc.com
	CV0065279

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
Fuel Card Services- Statewide				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 1, 2024	December 31, 2029	2 - 12 Months	December 31, 2029	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$20,000,000.00	\$0.00	\$20,000,000.00		
DESCRIPTION				
Effective July 15, 2024 this contract is updating Language to this contract per the attached Lanaguage Revisions document.				
All other terms, conditions, specifications and pricing remain the per Contractor, and Michigan Cyber Security Agreement and DTMB Central Procurement Services approval.				

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Sue Lutton	517-388-6207	luttons@michigan.gov
DMVA	Tara Premoe	517-481-7643	PremoeT@michigan.gov
MDOT	Daniel Murphy	517-284-6447	murphyd2@michigan.gov
MSP	Mary Vickrey	517-243-7192	VickreyM@michigan.gov

The following language revisions are being made via this change notice.

1. Standard Contract Terms, Section 31.a. (4) to be revised as follows:

(4) on an aggregated basis, anonymized data, (meaning all uniquely identifiable, or combination of data that could uniquely identify a user, a user device, or a user location has been removed), can be used for any purpose whatsoever, provided that Contractor shall not deaggregate any data. Additionally, any data or information generated or collected by the Contractor due to processing fleet transactions shall remain the sole and exclusive property of the Contractor and such data and information shall not be considered Confidential Information of the State nor subject to any of the restrictions set forth above. This Section survives the termination of this Contract.

2. Schedule D, Section 10.1 is to be revised as follows:

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and Contractor must, upon request, provide the State with verification that the Contractor has completed the required scans and addressed remediations. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the table below:

REMEDIATION TABLE	
Issue Severity	Remediation Timelines
Critical	3 days
High	30 days
Medium	90 days
Low	365 days



STATE OF MICHIGAN PROCUREMENT
DTMB Central Procurement Services
 320 S. Walnut Street, 2nd Floor North
 Lansing, MI 48933

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **24000000226**
 between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	WEX Bank, Inc.
	111 East Seego Lily Drive, Suite 250
	Sandy, UT 84070
	Janet Parker
	207-749-6176
	Janet.parker@wexinc.com
	CV0065279

STATE	Program Manager	Various	See Attached
	Contract Administrator	Valerie Hiltz 517-249-0459 hiltzv@michigan.gov	DTMB

CONTRACT SUMMARY			
DESCRIPTION: Fuel Card Services- Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 1, 2024	December 31, 2029	2 additional one-year periods	December 31, 2029
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 and prompt pay discounts (See Schedule B)		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of the State's inquiry bearing the solicitation number 230000000510. Orders for Delivery will be issued directly by the Departments through the issuance of a Delivery Order (DO).			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$20,000,000.00

Contract Number: **24000000226**
Change Notice Number (if applicable): **N/A**

**Program Managers
for
Multi-Agency & Statewide Contracts**

	AGENCY	NAME	PHONE	EMAIL
1	DMVA	Tara Premoe	517-481-7643	premoet@michigan.gov
2	DNR	Sue Lutton	517-388-6207	luttons@michigan.gov
3	MDOT	Daniel Murphy	517-284-6447	murphyd2@michigan.gov
4	MSP	Mary Vickery	517-243-7192	vickreym@michigan.gov

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

DTMB Central Procurement Services
Agency

Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS Master Agreement 24000000226 Fuel Card Services- Statewide

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and **WEX Bank** (“**Contractor**”), a Utah industrial bank. This Contract is effective on January 1, 2024 (“**Effective Date**”), and unless terminated, will expire on December 31, 2029 (the “**Term**”).

This Contract may be renewed for up to two additional one-year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the “**Contract Activities**”). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
<p>See Contract Administrator information shown below.</p>	<p>Legal Department c/o WEX Inc. 1 Hancock Place Portland, Maine 04101 legalnotices@wexinc.com</p>

- 3. Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
<p>Valerie Hiltz 320 S. Walnut Street, 2nd Floor N. Lansing, MI 48999 hiltzv@michigan.gov 517-249-0459</p>	<p>Janet Parker 1 Hancock Place Portland, Maine 04101 janet.parker@wexinc.com 207-749-6176</p>

- 4. Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
<p>DMVA Tara Premoe premoet@michigan.gov 517-481-7643</p>	<p>Ryan Moholland 1 Hancock Place Portland, Maine 04101 ryan.moholland@wexinc.com 207-523-7150</p>
<p>DNR Sue Lutton luttons@michigan.gov 517-388-6207</p>	

MDOT Daniel Murphy murphyd2@michigan.gov 517-284-6447	
MSP Mary Vickrey vickreym@michigan.gov 517-243-7192	

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request.
6. **Insurance Requirements. See Schedule C.**
7. **Reserved.**
8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in

perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

10. Subcontracting. Contractor may not delegate any of its material obligations under the Contract without the prior written notice to the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) to the extent applicable, incorporate the terms and conditions contained in this Contract in any subcontract with a material subcontractor (ie., providers of direct services to the State or performing a critical function for the State pursuant to this Contract). Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor. Notwithstanding the foregoing, WEX may use its affiliates and Third Parties to directly or indirectly meet its obligations under this Contract without the prior written consent of the State, provided that Contractor remains responsible for meeting the obligations under this Contract. Upon the State's request, not more than once per year, Contractor will provide a list of its existing Subcontractors and material Third Parties to the State. As used throughout this Contract, "Subcontractor" (whether or not capitalized) refers to an unaffiliated third party with whom WEX enters a contract for the express purpose of providing products and services to the State. "Third Party" means a third-party supplier or vendor of WEX who provides products and services to WEX benefiting Contractor's entire customer base, including the State. For the avoidance of doubt, merchants and other fuel suppliers are not Subcontractors or Third Parties.

11. Staffing. The State's Contract Administrator may require Contractor to remove or reassign "key personnel" specified in Schedule A by providing a notice to Contractor.

12. Background Checks. Background checks, if applicable, will be assessed as described in Schedule A.

13. Assignment. Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. Change of Control. Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members;

(d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. Ordering. Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

16. Reserved.

17. Reserved.

18. Reserved.

19. Reserved.

20. Terms of Payment. Invoices must conform to the requirements communicated from time-to-time by the State. All amounts are payable and to be processed in compliance with the Prompt Payment Act, MCL 17.51-57 within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all prices are exclusive of applicable taxes for which either WEX or an accepting merchant is able to exempt and file for the refund, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract. Pursuant to MCL 207.1034, "if the purchase of motor fuel is charged to a credit card issued to an eligible government entity, the issuer of the card shall bill the government entity without the tax and seek a refund."

The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at

<http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. Liquidated Damages. Liquidated damages, if applicable, will be assessed as described in Schedule A.

22. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. Termination for Cause. The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether

Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. Contractor Termination due to Default. If the State OR MiDEAL MEMBER under this Contract defaults: (i) it will not have any further right to borrow under this Contract or the relevant participating agreement; (ii) all outstanding amounts under the account shall be immediately due and payable; (iii) Contractor may terminate the Contract or MiDeal 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 Contract as to any individual entity (provided that termination of one entity will not per se impact termination of any separate entities), whether as a result of the default to which such suspension of services or obligations relates or otherwise. For purposes of this Section, “default” means if: (a) the State or a MiDeal member fails to perform any obligation under the Contract or it’s participating agreement; (b) any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against the State or a MiDeal member; (d) any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of the State or MiDeal member; (e) there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to the State or MiDeal member, or any other material adverse change in the financial condition of the State or MiDeal member; or (f) any adverse judgment, order or award is entered against the State or MiDeal member that has a material adverse impact on the financial condition of the State or MiDeal member or a detrimental effect on the ability of the State or MiDeal member to perform its obligations to Contractor. Further, Contractor may terminate this Contract (1) upon reasonable advance written notice to the State (which notice shall not be less than 90 days unless a shorter time frame is required in order to comply with applicable law), if: (i) Contractor determines there exists a material risk that its continued participation in the Program(s) would be in violation of applicable law; (ii) WEX determines that a change in applicable law, a judicial decision of a court or a new interpretation or guidance from a regulatory authority would have a material adverse effect on the Contract, Contractor’s rights or obligations under this Contract, or Contractor’s financial conditions; (iii) a regulatory authority with jurisdiction over Contractor has objected to the Contract and Contractor determines that its rights and remedies under this Contract are not sufficient to protect Contractor against the potential consequences of such concerns; or (iv) a fine or penalty has been assessed against Contractor in connection with the Contract, including as a result of a consent order or a stipulated judgment.

26. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 180

calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

27. General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

28. Infringement Remedies. If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Limitation of Liability. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

Contractor shall not be liable for any loss sustained by the State or any participating agencies or any other entity resulting from any act or omission by Contractor or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Contractor's gross negligence or willful misconduct. Contractor's liability shall be limited to actual damages incurred by the State or any participating agencies or entities as a direct result of Contractor's gross negligence or willful misconduct. Contractor's liability for actual damages shall not exceed the sum of: (a) all fees paid by the State or a participating agency or entity individually 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 the applicable entity's Transactions made in the twelve (12) months prior to the date of any claim made against Contractor. In no event will Contractor be liable for incidental, special, consequential or punitive damages and the State and any participating entities receiving Accounts or Cards under this Agreement expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law or otherwise set forth in this Contract, 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 the Account or a Card.

Contractor is not liable for any loss, liability or damages that the State or a participating entity suffers as a result of, related to, or in any way are connected with any fraud control or purchase restriction measures Contractor elects to implement from time to time, unless such loss, liability or damage is a direct result of Contractor's gross negligence or willful misconduct.

29. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, “**Proceeding**”) involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor’s viability or financial stability; or (2) a governmental or public entity’s claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. Reserved

31. State Data.

- a. Ownership. The State’s data (“**State Data**,” which will be treated by Contractor as Confidential Information) includes: (a) the data provided by the State regarding the State, its employees, devices, vehicles, or operations, for the purpose of establishing an Account or Cards, or making purchases under this Agreement, including any personally identifiable information (“**PII**”) collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual’s social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother’s maiden name, email address, credit card information, or an individual’s name in combination with any other of the elements here listed. For the avoidance of doubt, “State Data” does not include the confidential, proprietary, or trade secret information of Contractor or the merchants from whom the State makes purchases under this Contract. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. Contractor may use the State Data or any data or information it creates, gathers, possesses, or obtains solely for purposes related to the operation of a card payment network (including, without limitation, to facilitate the transaction dispute process with merchants; to engage in fraud modeling; and similar activities); (2) for product development and improvement; (3) in connection with a regulatory exam or request by a regulator of Contractor; or (4) on an aggregated basis for any purpose whatsoever, provided that Contractor shall not reaggregate any data. Additionally, any all data and information generated or collected by Contractor from processing fleet transactions shall remain the sole and exclusive property of Contractor and such data and information shall not be considered Confidential Information of Sponsor nor subject to any of the restrictions set forth above. This Section survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities,

- including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
 - d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
 - e. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may

be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This Section survives the termination of this Contract.

32. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees,

agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. Data Security Requirements. Contractor must comply with the requirements of the Data Security Schedule attached as Schedule E to this Contract.

34. Payment Card Industry Data Security Standard.

- a. Undertaking by Contractor. Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the Payment Card Industry Data Security Standard (PCI DSS). The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

- b. Cooperation to Notify of Breach. The Contractor must notify the State's Contract Administrator, within 48 hours of discovery, of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the card associations (e.g. Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. The Contractor must provide, at the request of the State, the results of such third party security review. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.

Responsibilities for Costs Incurred. The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.

- c. Disposing of Cardholder Data. The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.

- d. Audit by Contractor. The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance or a Report on Compliance showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

35. Reserved

36. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term

of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension (“**Audit Period**”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these

standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

40. Reserved

41. Reserved

42. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

43. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

44. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

45. Non-Exclusivity. Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

46. Force Majeure. Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

47. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective

Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

49. Website Incorporation. The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract. The terms of the following online or mobile terms are incorporated: WOLNG Online Terms; WEX Connect Terms of Use; and Clearview Terms of Use (collectively, the "Website Terms"). However, notwithstanding any language to the contrary: (1) the terms of the Contract shall supersede the Website Terms in the event of an inconsistency; and (2) the State shall not be required to indemnify Contractor or any other party in violation of law, regardless of any language to the contrary in those terms and conditions; (3) any language in the Website Terms that would violate laws applicable to the State or which, if enforced, would require the State to take an action contrary to law, shall be null and void and given no effect.

50. Entire Agreement and Order of Precedence. This Contract, which includes Schedule A – Statement of Work, and expressly incorporated schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities.

Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	Insurance Requirements
Schedule D	Data Security
Schedule E	Banking Terms
Schedule F	WEX Fleet ClearView End User License Agreement
Schedule G	WEX <i>Online</i> End User License Agreement.

If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Schedule A -Statement of Work as of the Effective Date; (c) third, Schedule D- Data Security as of the Effective Date; (d) fourth, Schedule E- Banking Terms as of the Effective Date, (f) schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

51. Severability. If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

52. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

53. Survival. The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

54. Contract Modification. This Contract may not be amended except by signed agreement between the parties (a “**Contract Change Notice**”). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

Master Agreement No. 24000000226

Fuel Card Services- Statewide

BACKGROUND

The State owns and maintains a variety of vehicles and equipment that require fueling with unleaded gasoline (and blends), E85, diesel, biodiesel, propane, CNG and other alternative fuels, for operation.

The vehicles and equipment may include but not limited to light trucks, medium-duty trucks and heavy-duty trucks, cars, boats, motorcycles, all-terrain vehicles, loaders, lawn mowers, gators, boats, and airplanes.

The Michigan Department of Transportation (MDOT), the Department of Natural Resources and the Michigan State Police (MSP) are historically the largest users of this fuel contract.

SCOPE

This contract is for Commercial Fuel Cards, which State's Agencies and Extended Purchasing Program members (see Standard Contract Terms, Section 8 "Extended Purchasing Program") will use for the purchase of fuel and related products/ services, and which must be widely accepted for payment as required in this Schedule A. Statement of Work.

Currently, there exist approximately 177 Agency Accounts with approximately 5,224 fuel cards used by State Agencies and departments. Each Agency establishes their own Account, and set their own Card Controls (i.e. limits on number of transactions, purchase amounts and allowable purchases). Each Agency will be allowed to order and cancel their own fuel Cards, activate, and deactivate driver and user ID/PINs. Each Agency pays their own fuel Card bills directly and they will need to have access to the reporting systems of the Contractor.

The State's fleet services, Vehicle and Travel Services (VTS), will not be included in this contract as another contract has been negotiated for those fuel card service needs.

There currently exist approximately 344 Extended Purchasing Program entity Accounts with approximately 13,637 Cards being used by MiDeal members.

1. Requirements

- A. Subject to the terms of this Contract, the Contractor must provide cards, services, and staff, and otherwise do all things necessary or incidental for the performance of the work set forth in this Statement of Work.

- B. Subject to credit approval of prospective participants, Contractor agrees to offer Cards and Accounts to any eligible entities under the Extended Purchasing Program, provided that:
1. such entities apply and are approved for credit,
 2. and provided that such entities agree to be subject to the terms and conditions of this Agreement to the same extent as the State,
 3. and all references to the State hereunder shall apply equally to those entities (but for the avoidance of doubt, only the State of Michigan shall have the right to audit or otherwise oversee the performance of Contractor).
- C. For purposes of this Agreement, the following terms are defined as follows:
- “Account” means the charge card account provided to the State or a participating Agency or MiDeal user, as applicable, by Contractor. An Account may be accessed by a Card or an account number.
 - “Card” means a plastic card provided by Contractor that may be used to access an Account.
 - “Controls” means a set of authorization tools available in Contractor’s online platform designed to assist the State and participating Agencies with managing Transactions and their accounts.

1.1. General Requirements

- A.** The Contractor must assist the State with development, implementation, modification, or enhancement of internal rules and procedures for issuance, security, and operational matters relative to the State’s fuel card program.
- B. Standard Commercial Fuel Card.** The Contractor will provide a physical Card that will be presented at time of purchase to make fuel and automotive related product purchases.

1. Fuel and Non-Fuel Service Sites

- a. The Card must be accepted as a form of payment at fuel distribution sites widely within the State of Michigan, the United States of America and in Canada.
- b. The Cards are currently accepted at Meijer fuel distribution sites and by other alternate fuel (E85, propane, CGN) providers who elect to participate in the WEX Merchant Network.
- c. A list of providers located within the State will be maintained and provided to the State’s Program Managers as requested.

2. Fuel Card Types

- a. Vehicle, Equipment, Station/Facility, and Watercraft.
 - 1) The Card must be accepted at gas stations and/or marinas as applies.

- 2) The Card default Controls will have no dollar and no gallon limit on the fuel load. Authorized Users may request other Controls be applied pursuant to Schedule C (“Banking Terms”)
 - 3) The Contractor must provide 24-hour, seven day per week coverage for approvals from gas stations or marinas.
 - 4) The Contractor must provide a card for each automotive vehicle or watercraft as requested by the State Program Managers.
 - 5) The Contractor provides Cards that may be assigned to an individual driver or to an Agency’s individual piece of equipment or the station/facility where it is housed, as each Agency deems fit.
 - 6) Each Card user making purchases with a Vehicle, Equipment, Station/Facility or Marine cards will have their own unique PIN as created and provided to the Contractor by the State.
 - 7) The Contractor must provide, as requested by the Agency, fuel cards for specific individuals which can only be activated with that individual’s pin number.
- b. Aircraft. The State currently has approximately 16 aircraft in its fleet.
- 1) If the State provides the aircraft tail number to WEX, such number will appear on each applicable Card.
 - 2) The Contractor will supply the number of Cards requested by the applicable State Agency. There are no limits on the number of Cards that may be requested.
 - 3) The Card must allow for the purchase of both Jet A fuel with additive and 100 Low Lead fuel.
 - 4) The card will have no dollar and no gallon limit on the fuel load.
 - 5) The Contractor must provide 24-hour, seven day per week coverage for approvals from airports or runways.
 - 6) Each user making purchases with the Aviation cards will have their own unique PIN as created and provided to the Contractor by the State.

C. Fuel Card Characteristics

1. The Contractor must provide an option for the State to select multiple Card designs to differentiate between equipment, station/facility, individuals, leased vehicles, Agency-owned vehicles, watercraft, and aircraft fuel cards.

2. The Contractor will work with each Agency to determine the timing and the approach for implementing contact chip cards, when they become available.

D. Allowable Purchases

Each State Agency will determine what purchase Controls to apply, as further described in Schedule C (Banking Terms). Purchases may include but are not limited to fuel, automotive related items (filters, oil, wiper, etc.), diesel exhaust fluid, or services such as tire repair/ replacement, oil change and lube services, towing and roadside assistance.

1. While the State is using Cards issued solely for WEX's proprietary merchant network, no Cards will be accepted by merchants not participating in WEX's network.
2. The Contractor will work with program administrators to establish product type controls. Product type controls can be established to control what types of products can be purchased with the cards. Types of products include fuel, parts & service, labor, car washes, general merchandise, and roadside assistance.
3. The Contractor must be able to report and differentiate between card limits on fuel, services/non-fuel, and roadside assistance.
4. The State will be liable to make payment on all purchases, however, any credits as a result of a fraud dispute, found in the State's favor will result in a credit back to the Agency in the next invoice.
5. The State will educate its Card users on the appropriate usage and purchases allowable on the Card. At the Agency Administrator's discretion, misuse of the Cards may result in the user losing rights to make purchases with these Cards.

E. Accounts and Card Issuance

The State currently has around 5,224 issued Cards with approximately 3790 cards active each month (including seasonal/temporary employees).

1. New Account Set-Up and Initial Card Issuance

The Contractor's team, led by the Contactor Representative and the Contractor's Program Manager will work to set-up and establish these with the State's Program Manager during the initial implementation. For needs that arise after implementation the Contractor's Program Manager will be able to assist in setting up these functions.

- a. The Contractor's new Account process includes:
 - 1) Authorization from fleet for the Account and execution of authorization request form
 - 2) Approval from WEX Bank and allocation of credit to the account
 - 3) Place new account into the appropriate level of the Customer Hierarchy

- 4) Ensure Addresses are correct
- 5) Ensure Contact information is correct
- 6) Update Card Authorization Profiles
- 7) Update and confirm Billing information
- 8) Update and create and special or unique billing or reporting field as customer may have, subject to standard WEX system limitations
- 9) Update and confirm Shipping Options for card ordering
- 10) Activate relevant Standard Reporting
- 11) Activate Account
- 12) Once the new Account is activated, related Card and driver data can be loaded by WEX or by a State Administrator.
 - a) State employees can be assigned to one, many, or all cards on the Account using a driver ID which can be generated by WEX at random or assigned by State's Program Manager.
 - b) The 4 or 6 digit driver ID can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card the State prefers to use).
 - i. For example, if the Agency decide to assign the Card to the driver, the driver would typically enter a driver ID associated with the vehicle.
 - ii. If the Agency prefers to assign the Card to a vehicle, typically the driver ID is associated with the driver.
- b. The State Agencies will provide to the Contractor's Program Manager, via e-mail, an electronic spreadsheet of agency-owned vehicles, equipment, watercraft, aircraft, station/facility or individual that will need a fuel card assigned and will provide bill to and ship to information for each.
- c. The State Agencies will provide to the Contractor's Program Manager, via email, an electronic spreadsheet of their users and the type of card they have authorization to use.
- e. The Contractor will establish all new standard Accounts and process Cards, ready for shipment within 5 business days of full receipt of Account information.
- c. The Contractor must deliver initial Cards to the Agency-controlled location(s) directed by the State agencies.

- 1) Cards for new Accounts will be created and shipped via FED EX or USPS standard ground within 5-7 business days of the establishment of an account. The Agency may elect to have the Cards for the new Account shipped overnight at no additional cost to State of Michigan Agencies if deemed necessary and time is of the essence.
- d. Upon request, the Contractor will provide to the State's Program Manager a list of the Cards matched to the vehicles, individuals, and equipment to which the Cards are assigned. This list must be included with each group of shipped Cards.

2. Subsequent Changes and Re-Issuances.

- a. Should it become necessary, the State may request the Contractor to make changes to the Account names, changes in the embossed line on a card, report and replace lost or stolen Cards resulting in Cards needing to be reissued. The State may also choose to add or delete Cards and users associated with the Account. To accomplish this, the State Project Manager may use either of the following processes:
 - 1) The State may contact the Contractor's Program Manager to add, edit, suspend, reactivate, and terminate Cards and drivers, to add and manage Card controls including but not limited to:
 - a) Report the lost or stolen cards for reissuance
 - b) Add or delete Cards or users associated with the account
 - c) Assign Cards to drivers, vehicles or locations.
 - d) Transfer Cards from one Account to another
 - e) Group Cards into authorization profiles to enforce procurement policies
 - f) Create or revise organizational units or departments to better organize Cards, vehicle and drivers for reporting and management purposes (initially added during the new account establishment process)
 - g) Edit any other Account information.
 - 2) The State's Program Managers may utilize the WEXOnline® platform to self-service the same administration as listed in subsection a above.
- b. If required the Contractor will issue new Cards as required based on the requested changes.

- 1) The Contractor will process the new Cards within 24 hours and will ship them the next business day if changes have been requested by noon.
- 2) Card delivery is typically 5 – 7 days, however, if the situation warrants next day delivery, the State's Program Manager may request this service at no additional charge to State of Michigan Agencies.
- 3) The Contractor will provide a list of the cards matched to the vehicles, equipment, station/facility, watercraft, aircraft or individuals to which the cards are assigned. This list must be included with each group of shipped fuel cards

3. Card Shipping/Delivery.

The Contractor must provide secure and fast delivery of Cards once issued/ordered.

- a. Same day production with same day shipping once Accounts are established or if Card requests are made before noon and with next day shipping for Accounts established or requests submitted after noon.
- b. Anticipated shipping time for delivery via FED EX or USPS standard ground within 5-7 business days however, the State may request next-day shipping to be provided at no additional cost to State of Michigan Agencies should the State deem the expedited delivery necessary.
- c. The Contractor will provide to the State, if requested, the shipper's tracking number, whether standard or overnight.
- d. Additional shipping fees for overnight delivery may apply to MiDeal members (see Schedule B- Pricing). MiDeal members may use their own accounts to avoid these fees.
- e. Should Cards that have been shipped not make it to the State Agency as expected, the State Agency must notify the Contractor as soon as the delivery is late/missing so that the Contractor may cancel the Cards as lost and reissue the Cards. If the Contractor is notified of missing shipment prior to 12 noon ET, the Cards will be reproduced and shipped the same day for next day delivery. If after noon, the Cards will be produced and shipped the following day with next day delivery.

F. Card Cancellation

1. The State must have the ability to cancel Cards as necessary. (**See Schedule A, Section E.2. above**)
2. The State will not be liable for charges incurred on a particular Card after notice to the Contractor to cancel such Card.

3. As part of its procedures, the State will recover Cards whenever possible from employees upon retirement, termination, or reassignment of an employee or vehicle.

1.2. Transitions

A. Transition-In

1. The Contractor must work with the State and/or previous contractor during implementation if applicable.
2. The Contractor must allow as many personnel as practicable to attend meetings and receive hardcopy and/or electronic files to help maintain the continuity and consistency of the services required by the contract.

B. Transition Out

1. Post-contract transition language is in the Standard Contract Terms, Section 26. Transition Responsibilities.
2. Invoices must be sent within 45 days after expiration of the contract. Any invoices received after 60 days will result in non-payment of the invoice.

1.3. Training

A. For Staff. The Contractor will develop and execute training events to ensure Card holders and fleet managers are well prepared to use the program. After implementation, the Contractor will hold on-going training meetings with state agencies as the State sees fit.

1. The Contractor will provide tailored training for State Program Managers and administrators. This training can be provided on-line or in person and typically will take 60 to 90 minutes, depending on questions.
2. The Contractor will provide PDF reference and help guides that are detailed and provide quick summaries for administrators providing step-by-step instructions assisting administrators to navigate the different modules available on *WEXOnline*® including but not limited to:
 - a. **Homepage.** View news and events, pending online user requests, flexible exception report notifications, and search and select both accounts and organizational units.
 - b. **Fleet Manager.** Managing cards, drivers, vehicles, authorization profiles, accounts, org units (or departments), contacts, and addresses.
 - c. **Financials.** Provides access to accounting fields and definitions and allows administrators to assign financial profiles throughout your hierarchy.
 - d. **Reports-** Guides the user through the various reporting tools to meet your analysis needs.
 - e. **Resource Tools.** offers various, commonly requested reporting tools to help locate sites where your fleet card can be used, to

assist administrators in finding diesel and alternative fuel sites, and to direct you to locations with the lowest price per gallon.

f. **Administration.** Manage online users, view the roles and permissions to which these users are assigned; create custom roles to meet your security needs.

3. The Contractor will provide to the State 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.
4. For individual Card users the Contractor has a web-based video that explains how to use the WEX fuel card. <https://www.wexinc.com/insights/blog/inside-wex/how-do-company-gas-cards-work/>.
5. Individual Card users will have access to the Contractor's customer service 24 hour, 365 days per year. (**See Schedule A. Section 4.2. Customer Service**).

B. For Locations. The Contractor provides commercial fuel stations, management, and staff with access to customer service available 24 hours per day, 365 days per year.

1. The Contractor's Merchant Operations team will assist with troubleshooting product code issues as well as escalate any type of issue to fuel station managers.
2. Stations will be encouraged to reach out to their merchant processor for training/issues with processing Cards, as well as education on best practices.

1.4. Specific Standards

As relates to requirements of Statement of Work, Section 2.1. Database and Technology located further in this document.

A. IT Policies, Standards and Procedures (PSP)

All services and products provided by the Contractor as part of this contract will comply with Contractor's ISO 27001/27002-based Information Security Program.

1. This will include 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.
2. Policies and standards will be reviewed and updated annually.
3. Procedures will be owned by the Contractor 's individual teams and are required to meet these standards and also be approved by their management.
4. The Contractor will maintain SSAE18 SOC2, PCI-DSS certification over their Millennium platform (or any future successor), and this will be subjected to regular reviews and oversight by Internal Audit, External Audit, FDIC Examiners, and other regulators.

B. Acceptable Use Policy

To the extent that Contractor has access to the State’s computer system, Contractor must comply with the State’s Acceptable Use Policy, see 1340.00.130.02 Acceptable Use of Information Technology (michigan.gov). All Contractor Personnel will be required, in writing, to agree to the State’s Acceptable Use Policy before accessing the State’s system. The State reserves the right to terminate Contractor’s access to the State’s system if a violation occurs.

C. Mobile Applications

The Contractor has a free mobile app, WEX Connect, which is available at the App Store and on Google Play (compatible with iPhone and Android phones). Users can quickly and easily locate the nearest fueling locations and sort based on price or distance by either conducting a radius search from their current location or by searching for a specific address, city, state, or zip code. The fuel prices are date and time based on the actual transaction price. Electric vehicle charging locations are also available to search within this app, allowing you to easily find close and open charging stations.

D. ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA) and has adopted standards and procedures regarding accessibility requirements for websites and software applications. The Contractor has previously established that WEXOnline and WEX Connect provided by the Contractor as part of the Solution comply with Level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

The Contractor will review these compliance requirements during their next scheduled assessment.

1.5. User Type and Capacity

Type of User	Access Type	Number of Users	of Concurrent Users
Fleet Manager/Admin	All Access	Unlimited	Daily Average = 595

Contractor must be able to meet the expected number of concurrent Users listed above.

1.6. End-User Operating Environment

The SOM environment is X86 VMware, IBM Power VM and Oracle VM, with supporting enterprise storage monitoring and management.

The software must run under commonly used web browsers. At a minimum the software must support Edge, Chrome v71 or higher, Firefox v62 or higher, and Safari v12 or higher for iOS operating systems.

1.7. Hosting

Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours.

2. Service Requirements

2.1. Database and Technology

A. Internet Application.

The Contractor will provide an internet application, WEX*Online*®, where the State is able to order new or replacement Cards (and have them delivered to varying addresses as needed), cancel Cards, change authorization limits on Cards, and activate/deactivate driver ID/PINs.

1. The State will be able to request smaller number of new Cards through the appropriate Contractor's web page. **(For a large number of new cards see Schedule A. 1.1. General Requirements E.1.b.)**
2. The Contractor must be able to update their system with an electronic file emailed to the Contractor from the State's Program Manager.
3. The Contractor must maintain capabilities related to internet access (account administration and/or cardholder online access) along with security.
4. The Contract must maintain data in their system for at least 84 months (combination of online and offline).
5. The Contractor's system will maintain a station listing and have that list available for access by any State Agency administrator or cardholder. **(See Schedule A, Section 1.4.C. above).**
6. The Contractor's real-time, browsers-based client interface for account-specific access via any internet connection with the capability to sort by fields and the ability for an administrator to create organizational hierarchies and reassign/move cardholders. Must be able to contain, at a minimum, the following information:
 - a. Vehicle ID
 - b. License Plate
 - c. License Plate State
 - d. VIN
 - e. Department
 - f. Location Code
 - g. Driver Last Name
 - h. Driver First Name
 - i. Per transaction limit
 - j. Daily spending limit

- k. Daily transaction limit
 - l. Monthly transaction limit
 - m. Monthly spending limit
 - n. Approved SIC or merchant codes
 - o. Expiration date
 - p. Card Status
 - q. Transaction Data
 - r. Transaction Time
 - s. Station Brand
 - t. Station Name
 - u. Station Address
 - v. Station City
 - w. Station State and Zip Code
 - x. Quantity purchased
 - y. Cost per unit
 - z. Total sale
 - aa. Taxes reduced
 - bb. Internal or pay to the pump
 - cc. Type of product purchased
7. The State wants the ability to download in real time fuel usage data. Data must be a “flat” file in a specific order and format, as required by each agency, to export/import all fuel data from the fuel card vendor website to the fleet management system.
8. The Contractor must provide access to basic reports via their online website *WEXOnline*® to include but not restricted to:
- a. Standard Billing Cycle Report Includes:
 - 1) Purchase Activity Report: Purchases by card, includes transaction details, for that cycle
 - 2) Site Summary Report: roll-up of purchase behavior by brand, with totals
 - 3) Financial Summary Report: financial roll-up of spend by account, fuel and non-fuel
 - 4) Department Summary Report (if applicable): roll-up of spend by department

- 5) Tax Summary Report (tax exempt fleets only): roll-up of exempted and reported transactions by jurisdiction and fuel type
 - a. 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).
 - b. Opportunity Reports: 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 your drivers are fueling, identifying ways to save by fueling at lower cost stations near their routes.
 - c. 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, allowing the fleet to make better purchasing decisions.

9. The Contractor will provide the State with the following custom reporting capabilities:
 - a. Ad Hoc Reports: These reports allow Program Managers or designee(s) to define search criteria from a snapshot in time to generate reports that are viewable and downloadable into Excel or CSV format.
 - 1) State Project Managers and designees can use this tool to analyze transaction level detail and to view transaction summaries and purchase exceptions to identify operational inefficiencies that can compromise budgets. All reports contain the standard Level III transaction data as well as the fleet manager's uniquely appended accounting codes. WEX stores 24 rolling months of information from which these reports can draw. Ad Hoc Reporting includes:
 - a) Ad Hoc Transaction Details,
 - b) Ad Hoc Transaction Summary,
 - c) Transaction Management,
 - d) Authorization Activity,
 - e) Ad Hoc Exceptions,
 - f) Flexible Exceptions, and Real
 - g) Time Alerts. All of which can be customized to meet the Agency's fleet needs.

- b. Custom Reports: With custom reports Program Managers or designees can incorporate standard data, as well as the fleet manager's defined organizational accounting code information.
 - 1) The site will offer a wizard-based process allowing the State to create real-time reports or schedule reports to gain greater insight into the program's performance.
 - 2) When the Program Manager or designee selects the hierarchy levels for which to generate this report, the report will automatically include all the levels beneath those selected. The report will also display the relationship to all upper-level accounts up to the fleet manager's highest level of access. Custom reports give the fleet manager the ability to compare various levels of the hierarchy.
 - c. WEXOnline® supports nine levels of hierarchy, providing a high level of detail and flexibility.
10. Additionally, the Contractor will provide the State access to ClearView™, a suite of powerful, cloud- based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information which allows the Program Manager to monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities. ClearView™ will also provide Exception Modules which can help the State to recognize and mitigate fraud. These exceptions include:
- a. Over Limit: This exception will allow the State to customize the time period and dollar threshold, which triggers this exception when a vehicle or driver surpasses the set limits. Since fuel merchants are lagging behind all other industries in the adoption of EMV chip technology, white plastic has migrated to the gas station/convenience store industry. The Program Manager or designee can check this exception each day to quickly identify and terminate compromised cards by, for example, noting the high number of gallons and transaction count for a particular vehicle.
 - b. Exceeding Tank Capacity: This exception identifies when more gallons were purchased than the vehicle's tank can hold. You can use this exception to identify fuel theft and card skimming. This allows you to notice the drastic changes in geography, fuel type, gallons, and dollars.
11. The Contractor must retain transaction data according to industry standards.
12. The Contractor must have a back-up process, for example, a dial in number in the event the internet connection is down.

B. Technology

1. The Contractor must provide available technology options for smart devices to allow State drivers access to searching for gas stations in their current location, associated real time per gallon cost, and identifying gas stations that will remove gas taxes for government entities.
2. The Contractor must work with the State and other Contractors (e.g. DTMB information technology staff, systems contractors, etc.) to assist in problem resolutions including but not limited to, establishing new communications channels, downtime, testing, etc.

C. Access Control Website or Mobile

The Contractor must limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems) and to the types of transactions and functions that authorized users are permitted to exercise. Access must be immediately removed when an authorized user changes job duties such that access is no longer required, or leaves their employment.

1. Authentication Process

Authentication is the process of verifying the identity of a user.

Authentication is performed by having the user enter a user name and password in order to access the system.

- a. To help protect information from unauthorized access or disclosure, users must be identified and authenticated per the table below prior to accessing confidential or sensitive information, initiating transactions, or activating services.
- d. Publicly available information such as the mother's maiden name, birth date, and address as the sole authenticator is not a secure means of authentication and should not be used.
- e. Automatic information (e.g. a password or PIN) must never be disclosed to another user or shared among users.
- f. The authentication process is limited to three unsuccessful attempts and must be reinstated by the authorized personnel (preferable the System Security Administrator). User accounts should be systematically disabled after 90 days of inactivity and must be deleted after one year of inactivity.

2. Password Requirements

- a. The purpose of a password is to authenticate a user accessing the system and restrict use of a User ID only to the assigned user. To the extent that the functionality is supported within the technology or product, the controls listed must be implemented.
- b. These following controls or content rules apply at any point where a new password value is to be chosen or assigned. These rules must

be enforced automatically as part of a new password content checking process:

Password Property	
1)	Minimum Length
2)	Composition
3)	Expiration Requirement (Maximum Password Age)
4)	Revocation
5)	Temporary Passwords
6)	Change Process
7)	Login Process
8)	Encryption of passwords/PINs
9)	Compromise of password/PIN
10)	Forgotten password/PIN
11)	Current user password/PIN
12)	Audit logs
13)	Password history
14)	Privileged account access (e.g. supervisor or root)

D. MiDEAL Marketing. Before the Contractor initiates any Marketing to MiDEAL members, the Contractor Representative will provide to the MiDEAL coordinator the list of anticipated contacts for review, revision and approval. No direct marketing will be sent to State of Michigan agencies or entities.

3. Staffing

3.1. Key Personnel

Key Personnel are individuals who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 8 business hours.

A. Contractor Representative

1. The Contractor must appoint a Contractor Representative, specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).
2. The Contractor Representative, or their designee, must be available during the hours of 8 am and 5 pm ET.

3. The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.
4. The Contractor Representative is identified as:
Janet Parker
janet.parker@wexinc.com
207-749-6176

B. Other Key Personnel

1. The Contractor may identify other individuals who will be directly responsible for the successful implementation and ongoing service of this contract. These individuals could hold rolls in training, administration, accounting, etc.
2. These individuals must be available during the hours of 8 am and 5 pm ET.
3. The following Key Personnel are identified as follows:
 - a. Program Manager- This individual is specifically assigned to State of Michigan accounts, who will be the daily contact with State Agencies and respond to State inquiries regarding the Contract Activities, assist with reporting, training, account maintenance and troubleshooting.
Ryan Moholland
ryan.moholland@wexinc.com
207-523-7150

C. Key Personnel Assignment

1. The State has the right to recommend and approve in writing any proposed reassignment or replacement, of any Key Personnel.
2. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a high-level resume, which allows the state to determine if the individual is qualified to service a contract of this size.
3. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection and the parties will promptly meet to discuss the State's concerns.
4. The State may require a 30-calendar day training period for replacement personnel.

D. Key Personnel Removal

1. Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State.

2. The Contractor's removal of Key Personnel without the prior written consent of the State (other than as set forth in Section D.3 below) is an unauthorized removal ("Unauthorized Removal").
3. An Unauthorized Removal *does not include* replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. If the Contractor engages in general business realignment or reorganization activities not specifically related to the Key Personnel which results in the reassignment or removal of such individuals, the Contractor will notify the State within thirty business days after the affected Key Personnel have been notified and before the transition is completed.
4. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under the Termination for Cause section of the Standard Contract Terms.
5. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Termination for Cause, Contractor may be required to issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):
 - a. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount may be \$5,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel's removal.
 - b. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$5,000.00 credit specified above, Contractor may be required credit the State \$100.00 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$5,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$10,000.00 per individual.

3.2. Customer Service Toll-Free Number

The Contractor has a toll-free service number which will be made for Agencies to call for twenty-four hours a day, seven days per week. This number is: 1-800-492-0669.

3.3. Disclosure of Subcontractors

The Contractor does not intend to utilize Subcontractors for this contract. However, should that change, the Contractor will disclose the following prior to contracting with a third party to perform part of the work of this contract:

- A. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- B. The relationship of the subcontractor to the Contractor.
- C. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- D. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- E. **Geographically Disadvantaged Business Enterprise Subcontractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

GDBE definition: "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

3.4. Security

The Contractor's staff may be required to make deliveries to provide training at or otherwise enter State facilities and will be required to follow State Agency safety protocols.

- A. The Contractor will perform pre-employment background checks on all candidates for employment.
- B. If an employee applies, or is identified for potential promotion or transfer, any additional background checks required for the position sought, which have

not previously been performed for the employee, will be performed prior to placing the employee in such a position.

- C. Also, as a condition of continued employment, certain WEX employees will be subject to periodic background checks during their employment pursuant to the Contractor's contractual obligations. All background checks will be conducted by a qualified third party and in accordance with applicable legislation.

4. Project Management

4.1. Project Plan

The Contractor will draft and carry out this project under the direction and control of the Program Manager.

- A. Within 15 calendar days of the Effective Date, the Contractor must submit their Project plan to the Program Manager for approval.
- B. The plan must include:
 - 1. The Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and
 - 2. The Transition-In Plan (**see Section 1.2. Transitions, Subsection A. Transition In**) which includes but is not limited to the project breakdown showing sub-projects, tasks, timeline, and resources required.
 - 3. Plans for continued support and performance of the contract.

4.2. Meetings

The Contractor must attend the following meetings:

- A. A Contract Kick-Off meeting within 15 days of contract Execution Date, if required by the Contract Administrator.
- B. Quarterly meetings to review with Program Managers, as requested, to review usage, resolve issues and provide management support as needed.
- C. Annual Contract Review meeting with the Contract Administrator, if requested.
- D. Other meetings upon request as the State deems appropriate.

4.3. Reporting

- A. The Contractors website must be capable of generating standard reports that detail cardholder transactions, cardholder listing, supplier information, accounting information at no additional costs and in a variety of formats.
 - 1. Contractor must have the capacity to provide access to historical fuel transaction data for at least five years prior.
 - 2. When requested, Contractor must be able to provide customized reports within three days.

- B. Agencies must also have access to create real time ad-hoc reports from the Contractor's site.
- C. The Contractor will provide the following Standard Billing Cycle Reports:
 - 1. Purchase Activity Report: Purchases by card, including all transaction detail information, for that cycle
 - 2. Site Summary Report: roll-up of purchase behavior by brand, with totals
 - 3. Financial Summary Report: financial roll-up of spend by account, fuel and non-fuel
 - 4. Department Summary Report (if applicable): roll-up of spend by department
 - 5. Tax Summary Report (tax exempt fleets only): roll-up of exempted and reported transactions by jurisdiction and fuel type
- D. The Contractor must be able to provide standard and customized reports.
- E. The Contractor must be able to capture data from fuel card transaction.
- F. The Contractor must allow for other ad-hoc queries as requested.
- G. The State requires accurate reporting of alternative fuel use such as E-85 and biodiesel.

5. Pricing

Pricing will be as listed in Schedule B and the Schedule B- Pricing Worksheet.

5.1. Price Term

Pricing is firm for the entire length of the Contract. Notwithstanding the foregoing, the State may be offered additional rebates or discounts from time to time not currently established in the Contract. Any such additional rebates or discounts may be modified, suspended, conditioned, or discontinued at any time in Contractor's sole discretion.

5.2. Price Changes

- A. There will be no pricing changes allowed to Schedule B for as long as this contract is effective.
- B. The Contractor may offer additional special rebates or discounts from time to time that are not meant to be permanently established in the Contract. Any such additional rebates or discounts will be communicated to the Agency Administrators and may be modified, suspended, conditioned, or discontinued at any time in Contractor's sole discretion.
- C. Should the Contractor offer additional rebate or discounts that would be permanent, these may be added to the Contract via a Change Notice.

6. Ordering

6.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (DO) written against and referencing this Master Agreement.

7. Invoice and Payment

Currently the State pays for fuel purchases once every month for the month preceding the invoice.

- A. Invoice's will include the accounts' complete billing cycle, which will be 28-31 days depending on the month.
 - 1. Most State of Michigan Agency accounts (168) are on a billing cycle that closes at the end of the month.
 - 2. There are 34 Agency accounts that have a billing cycle that closes on the 23rd of the month.
 - 3. Invoices are generated from the first business day of the cycle and end on the last day (excluding weekends or holidays).
- B. Invoices will be delivered the day after the accounts' billing cycle closes. No transactions or reports will be generated during the weekend or holidays.
 - 1. Invoices can either be retrieved online (paperless) or sent via regular postal mail (paper), per the Agency's preference.
 - 2. State Agencies will always have an option to retrieve the current invoice as well as 24 months of past invoices. These are available as follows:
 - a. The Invoice Statement and Purchase Activity Reports (transaction details) are available in a PDF format in WEXOnline®, however they are not combined.
 - b. The Invoice Statement is one PDF and the Purchase Activity Reports (transaction details) are in another PDF (or excel if preferred).
 - c. The transaction details for each card can be downloaded in an Excel or CSV format, there is also a WEXLink Flat File that any fleet manager can receive monthly upon request, this is in an excel format and it includes both the invoice and transaction details.
 - 3. Invoices can also be automatically delivered via email on a WEXlink file.

7.1. Invoice Requirements

- A. The Contractor must provide electronic billing.
 - 1. Transaction level, detailed billings must be included with the monthly invoice and show contract discounts/savings to allow for ease of invoice reconciliation and approval.
 - 2. Provide electronic notification when monthly fuel bill is ready for viewing/processing. This should be an e-mail which identifies the FTP site.

3. The State Agency may provide two contacts to which this notification must be made.
4. Provide the ability to track a set of billing codes for each active card in the system. This should include an interface to manage coding changes in real time. The fields should include:
 - a. AGY
 - b. AY
 - c. INDEX
 - d. PCA
 - e. AOBJ
 - f. PROJ
 - g. PH
 - h. GRANT
 - i. PH
 - j. Fuel type
 - k. Region/business area
5. All taxes must be removed from each billing
6. Billing statements must have fuel usage itemized by equipment and/or individual based upon card assigned.
7. The Contractor must have a billing dispute resolution process.

7.2. Invoice Procedure

- A. The State's Agencies must have the ability to pull the invoice from the Contractors web site.
- B. The State's Agencies must have the ability to pull corresponding transaction details for the billing period.
- C. Some Agencies require that the invoices be provided in another way well including but not limited to having the invoices sent to predesignated email addresses.

7.3. Payment

- A. The State will make payment to the Contractor for Contract Activities via EFT.
- B. State agencies may utilize the Payment Request Commodity (PRC), an internal process method as an alternative option, to generate payments.
- C. Payment, including late fees will be governed by the Michigan Prompt Payment Act, Public Act 279 of 1984, Payments to Private Enterprises. See [http://www.legislature.mi.gov/\(S\(fu4rdukzpzqlhysjbux5gjdb\)\)/mileg.aspx?page=GetObject&objectname=mcl-Act-279-of-1984](http://www.legislature.mi.gov/(S(fu4rdukzpzqlhysjbux5gjdb))/mileg.aspx?page=GetObject&objectname=mcl-Act-279-of-1984)

8. Service-Level Agreements (SLAs)

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.

Service Level Agreements for this Contract will be as follows:

SLA Metric 1. Timely Account Set-up	
Definition and Purpose	The Contractor will be required to setup or change accounts. Delay in Account set up will prevent staff from making necessary purchases for the performance of their duties.
Acceptable Standard	<ol style="list-style-type: none"> 1. The Contractor will set-up or make account changes and provide card issuance in the timelines established in Statement of Work Sections: <ul style="list-style-type: none"> • 1.1.E.1. Account Set-up and Initial Issuance • 1.1.E.2. Subsequent Changes and Issuances 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior any breach of these requirements. <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<ol style="list-style-type: none"> 1. \$500.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. \$1,000.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be sent as an ACH or by check payable to the state. Payments made directly to the State will be completed within 10 days of notice of assessment.</p>

SLA Metric 2. Timely Fuel Card Delivery	
Definition and Purpose	<p>The Contractor will be required to have Cards delivered within the timeline identified in Schedule A, Section 1.1.E.3. 3. Card Shipping/Delivery.</p> <p>Delay in receiving Cards will prevent staff from making necessary purchases for the performance of their duties.</p>
Acceptable Standard	<ol style="list-style-type: none"> 1. The Contractor must provide secure and fast delivery of fuel cards once issued/ordered within the timeline's established in Statement of Work Sections: <ul style="list-style-type: none"> • 1.1.E.3. Card Shipping/Delivery 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to any breach of these requirements. 3. Contractor will not be held liable for delays or non-delivery based on incomplete or inaccurate shipping addresses and information provided by State. 4. The Contractor will not be held liable for weather, delivery service issues, or other issues beyond its control. <p>The acceptable standard is 100% compliance.</p>
Credit Due for Failing to Meet the Service Level Agreements	<ol style="list-style-type: none"> 3. \$500.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 4. \$1,000.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be sent as an ACH or by check payable to the state. Payments made directly to the State will be completed within 10 days of notice of assessment.</p>

SCHEDULE B - PRICING

**Master Agreement No. 24000000226
 Fuel Card Services- Statewide**

1) Costs and Fees

Prices include all costs, that the Contractor may charge the State or Extended Purchasing entities.

COST AND FEES		
Item	Unit	Cost/Fee
International/Foreign Currency	Per Transaction	1.5% of the total transaction value
Returned Payment Fee	Per Occurrence	\$50.00
Truck Stop Fee	Per card swipe at diesel pump	\$1.25
MiDEAL Overnight Card Shipment Fee	Per shipment	\$21.50

2) Discounts and Rebates

A. Definitions

- “Eligible Recipient” means each of the State and participating Agencies or MiDeal users who are approved for an Account pursuant to this Contract.
- “Monthly Retail Transactions” means the total amount of all purchases made using Cards at retail (not bulk, aviation, mobile or private site) locations that appear on invoices billed to the Eligible Recipient in a calendar month. Monthly Retail Transactions shall not include:
 - (i) those amounts representing credits, disputed items, fees, late fees or charges posted to Company accounts (such as returned check fees, collection costs, administrative fees and reporting fees); or
 - (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, Travel Center of America and Pilot);
 - (iii) amounts posted to an Account which has been disputed or associated with a Card that has been reported lost or stolen; or

- (iv) transactions at any large general merchandise retail chain locations (i.e., “big box stores”).

Due to billing cycle cut off dates and monthly calendar variances invoices may contain transactions from the previous month, and they may not contain all transactions that occurred during the month in which the Eligible Recipient was invoiced.

B. Contractor will pay to each Eligible Recipient a rebate subject to the terms and conditions defined below. The State understands that it is possible for an Eligible Recipient to qualify for both a Volume Rebate and Payment Timing Rebate, or only a Volume Rebate, or neither.

1) Early Payment Rebates. Each Eligible Recipient may qualify for a rebate as shown in the table immediately below based upon Contractor receiving payment prior to the payment due date. Subject to the conditions below, Contractor will issue a monthly rebate in accordance with the below Payment Timing table off all Monthly Transactions charged to an Eligible Recipient’s Account.

Basis Points (Rebate Factor)	Payment Timing
0.15% (15 basis points)	Within 5 calendar days after the date on the monthly invoice
0.10% (10 basis points)	Within 10 calendar days after the date on the monthly invoice

Payments must be received and posted in the WEX systems in accordance with the option elected in order for the rebate to apply. The above rebate is expressly conditioned on use of centralized billing (i.e. one invoice per Eligible Recipient)

2) Volume Rebate. In addition to the Early Pay Rebate set forth above, Contractor will pay to each Eligible Recipient a Volume Rebate on all Monthly Transactions according to the below Volume/Gallons Rebate Table:

Volume/Gallons Rebate Table		
<i>Based on total contract gallons of gas purchased per month excluding Speedway & 7-11 locations . Accounts under this contract are billed once a month, billing can be from 28 - 31 days depending on the month.</i>		
Monthly Retail Gallons at non-Speedway/7-11 locations	Rebate Percentage of Gross Volume (Example - Gross volume X 0.125)	Conditions for Rebate
1 - 150,000	1.25%	Payment received within 45 days of billing date
150,001 - 300,000	1.54%	Payment received within 45 days of billing date
300,001 - 450,000	1.58%	Payment received within 45 days of billing date
450,001 +	1.62%	Payment received within 45 days of billing date

The Volume Rebate above is expressly conditioned on the following:

- a. the Monthly Retail Gallons at non-Speedway/7-11 locations totaling at least the minimum amount appearing in the table (cumulatively across all Eligible Recipients);
- b. use of centralized billing and centralized payment by each Eligible Recipient; and
- c. use of electronic billing; and
- d. Contractor’s receipt of the entire Account billing statement payment in full, pursuant to the terms of this contract. If payment is made via ACH, the Eligible Recipient shall include the Account Number on the “Addenda” field. For the avoidance of doubt, if one Eligible Recipient does not qualify for the Volume Rebate, other Eligible Participants may still qualify for the Volume Rebate.

Speedway per Gallon Rebate Table		
<i>Discount is offered per gallons at Speedway & 7-11 locations only</i>		
Fuel Type	Discount	
Diesel Fuel	\$0.10 per gallon	
Unleaded Fuel	\$0.08 per gallon	

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SCHEDULE C - INSURANCE REQUIREMENTS

Master Agreement No. 24000000226
Fuel Card Services- Statewide

- 1. General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
- 2. Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
- 3. Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
- 4. Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
 - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
 - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
- 5. Proof of Insurance.**
 - a. Insurance certificates showing evidence of coverage as required herein must be submitted to DTMB-RiskManagement@michigan.gov within 10 days of the contract execution date.
 - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
 - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
 - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).
 - e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.

- f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. **Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.
- 7. **Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	
Minimum Limits: \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	

- 8. **Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

SCHEDULE D – DATA SECURITY REQUIREMENTS FOR HYBRID PURCHASES

Master Agreement 2400000226 Fuel Card Services- Statewide

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract.

“**Contractor Representatives**” means the employees, agents, and independent contractors who have access to State Data in Contractor’s systems.

“**Contractor Security Officer**” has the meaning set forth in **Section 2** of this Schedule.

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“**FISMA**” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.)).

“**Hosting Provider**” means any Subcontractor that is providing any or all of the Hosted Services under this Contract.

“**Hosted Services**” means the contracted services which authorized users of the State or MiDeal users use to manage their Accounts, Cards, or access reporting.

“**NIST**” means the National Institute of Standards and Technology.

“**PCI**” means the Payment Card Industry.

“**PSP**” or “**PSPs**” means the State’s IT Policies, Standards and Procedures.

“**SSAE**” means Statement on Standards for Attestation Engagements.

“**Security Accreditation Process**” has the meaning set forth in **Section 6** of this Schedule

2. Security Officer. Inquiries pertaining to security will be submitted to the WEX Contractor Representative or Program Manager who will be responsible for obtaining information from appropriate individuals to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of

the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto.

3. Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;
- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and
- (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State. The Contractor is also responsible for ensuring that any service providers and subcontractors with access to State Data or an ability to impact the contracted solution are subject to the security obligations of the contract. Contractor responsibilities are determined from the PSPs based on the services being provided to the State, the type of IT solution, and the applicable laws and regulations.

4. Acceptable Use Policy. The Parties understand and agree that, as of the Effective Date, Contractor is not intended to have access to the State's IT environment. Any future work requiring such access will require an amendment or addendum to this Agreement. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see [1340.00.130.02 Acceptable Use of Information Technology \(michigan.gov\)](#). All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

5. Protection of State's Information. Throughout the Term and at all times in connection with its actual or required performance of the Contract Activities, Contractor will:

- 5.1** If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 25** of the Contract;
- 5.2** for Hosted Services provided by the Contractor, the Contractor will maintain an annual SSAE 18 SOC 2 Type II audit and will provide the customer-facing report to the State upon request which will allow the State to verify compliance with applicable State PSPs
- 5.3** ensure that the Software and State Data is securely stored, hosted, supported, administered, accessed, and backed up in the continental United States, and the data center(s) in which the data resides minimally meet Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;
- 5.4** maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that are materially consistent with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;
- 5.5** provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);
- 5.6** take all reasonable measures to:

 - (a)** secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Contract Activities against "malicious actors" and others who may seek, without authorization, to destroy, disrupt, damage, encrypt, modify, copy, access or otherwise use Hosted Services or the information found therein; and

- (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Contract Activities; (ii) State Data from being contaminated by the data of other customers or their users of the Contract Activities; and (iii) unauthorized access to any of the State Data;

5.7 ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.8 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9 ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames and required evidence based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs, perform related remediation activities, and provide evidence of compliance. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. Contractor shall not be required to and shall have no control over State systems for the purposes of this Agreement. Contractor may not access, and must not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's

authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits.

- 8.1** During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.
- 8.2** Without limiting any other audit rights of the State, the State has the right to review Contractor's SSAE 18 SOC 2 Type 2 report, PCI compliance attestation, summary business continuity plan, and any other customer-facing white papers or program descriptions which Contractor generally maintains from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits.
- 8.3** During the Term, Contractor will, when requested by the State, provide a copy of Contractor's SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The SSAE audit reports will be recognized as Contractor's Confidential Information.
- 8.4** With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

8.5 The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability (other than for Transactions already undertaken with Cards on its Accounts) if the State determines that Contractor fails or has failed to meet its obligations under this **Section 8**.

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1 Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

(a) Contractor must dynamically scan a deployed version of the Software, and, upon request provide the State with verification that the Contractor has completed the required scanning. These scans and assessments i) must be completed annually and for each significant change or major release. and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2 Static Application Security Testing (SAST) - Scanning source code for vulnerabilities, analysis, remediation, and validation.

(a) For Contractor provided applications, Contractor, at its sole expense, must complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application source code scans. These scans must be completed for all source code initially, for all updated source code, and for all source code for each major release and Contractor must, upon request, provide the State with verification that the Contractor has completed the required scans.

9.3 Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

(a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST

and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and Contractor must, upon request and where applicable, provide the State verification that the Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4 In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

- (a)** If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).
- (b)** Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.1 For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and Contractor must, upon request, provide the State with verification that the Contractor has completed the required scans. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach. Any failure of the Contract Activities to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

STATE OF MICHIGAN

Master Agreement # 24000000226
Fuel Card Services - Statewide

SCHEDULE E BANKING TERMS

Additional Terms:

1. Definitions. The following words have the following meanings:

“**Account(s)**” means the charge card credit line extended to Company by Issuer. An Account may be evidenced by a plastic Card or an account number.

“**Account User**” means Company or any other entity or individual authorized by Company to use Account or Cards.

“**Agreement**” means this Fleet Business Charge Card Agreement.

“**Business Day**” means any day other than a Saturday, Sunday or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.

“**Card**” means a charge card provided by Issuer which is used to access Company’s Account.

“**Controls**” are a set of authorization tools designed to assist Company with managing purchases.

“**Company**” means the corporation, partnership, limited liability company, proprietorship or other business or governmental entity that has applied for, or accepted an Account with Issuer.

“**DIN**”, “**DID**” or “**PIN**” means the identification number associated with an Account User or Card.

“**Issuer**” means WEX Bank.

“**Transaction**” means the use of a Card or Account to buy goods or services at accepting merchants.

“**Unauthorized Transaction**” means a Transaction made on a Card or Account by any person or entity other than an Account User.

2. Credit Limits and Accounts.

2.1. Issuer may, in its sole discretion, extend credit, establish Accounts and/or issue Cards under this Agreement. Issuer may at any time investigate the financial condition of Company, and shall conduct this investigation using publicly available sources.

2.2. Account Users can make purchases on the Account up to the credit limit that is assigned by Issuer. The credit limit for each billing account appears on the billing statement. Company agrees not to exceed its total credit limit. Issuer may change the credit limit of an Account User or the Company without prior notice. However, modifications to the credit line shall be made in accordance with Issuer’s credit policy and applicable law and regulatory requirements. Issuer shall provide prior notice to Company of any material reduction in the credit line of the State (i.e., more than 10% in total credit)

prior to taking such action. If Issuer permits or has previously permitted Company to exceed its credit limit, it does not mean that Issuer will permit Company to exceed its credit limit again.

2.3. Issuer 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; and/or (ii) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the credit limit. Company 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 Agreement prevents Company or an Account User from requesting an increase or decrease of the credit limit.

2.4. Company shall designate its Account Users as well as those contacts authorized to: (i) provide Issuer 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. Company will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer's customer service department or through Issuer's online system. Company remains liable for any unauthorized use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from only those designated by Company as Contract Administrator, Project Manager, or others designated by Company and such designation has been provided by written notification to Issuer to act on Company's behalf. Unless Company reports any errors in Account information or Cards within three (3) business days of receipt, Issuer is entitled to rely on that information for servicing the Account.

2.5. Company is responsible for notifying Issuer of any revocation of any Account User's authority to use or access its Accounts, Cards or, as applicable, DINs and Company shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Issuer. Company agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. Company assumes all risk if Company chooses to leave a Card at a merchant for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card. Company 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 Company is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

2.6. All Cards will be valid through the expiration date listed on the Card unless the Card has been suspended or terminated. Company will automatically receive new Cards prior to the expiration date of their current Cards unless this Agreement is terminated.

2.7. 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. Company 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. Company agrees that Company's use of Cards or Accounts is deemed acceptance by Company of this Agreement's terms. All Cards or Account numbers provided remain the property of Issuer and Cards shall be returned to Issuer or destroyed

upon Issuer's request once such Cards are no longer needed or upon termination of the Agreement.

2.8. Issuer is not responsible in the event a merchant does not accept or honor a Card or Account number as payment.

2.9. Company may purchase dyed special fuel using its Account or Cards. Company acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Company understands that it may be subject to fines or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. Issuer is not liable in any way for any misuse or mishandling by Company of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Company's dyed special fuel purchases without prior authorization from Company.

3. Controls. Company may request that Controls be applied to its Account(s).

3.1. 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 Issuer. The product codes are assigned by each merchant, and as such, Issuer is not responsible for inappropriate product code assignment. In addition, some Controls are not enforceable at island card readers.

3.2. Default Control values will be assigned by Issuer unless Company makes its own election(s) through the online product. More detailed information related to Controls and their limitations is available through the online product. Issuer is not responsible for the prudence of any particular Control level selected by Company. Issuer shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. Company 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 Issuer. The existence and/or use of Controls will not affect Company's liability for Unauthorized Transactions.

3.3. 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. Issuer may, in its sole discretion, at any time, without prior notice modify Controls for the purpose of, among others, aiding in the prevention of suspected fraudulent activity. Issuer will notify Company after any modification is made. Company agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4. Reports. Issuer provides transaction data for each Account to the Company as transmitted by merchants. Company is responsible for reconciling that data. Issuer is not liable in connection with the accuracy or completeness of any specialty reports, management reports, data services or other information services provided to Company because that data is based upon third party information. In addition, Company understands that in the event an error is identified in a report, such as incorrect product code, Company is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.

5. Reserved.

6. Reserved.

7. Application of Payments and Early Payments. Payments will be applied first to unpaid late fees and then to any unpaid balances. Company or an Account User, as applicable, may pay their Account balance or a portion of it, at any time prior to its due date without penalty.

8. Disputed Amounts.

8.1. Company shall use its best efforts to resolve purchase disputes directly with the relevant merchant particularly such disputes arising out of quality or warranty issues.

8.2. All billed charges must be paid in full regardless of reported disputes. During dispute a temporary credit may be placed on Company'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. Company 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) Company does not believe it is liable for that amount.

8.3 Transactions made at an island card reader where the Company 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 and often are the result of employee misuse rather than true fraud as defined in this Agreement.

8.4. Certain Transactions in dispute may qualify for charge back to the merchant. Issuer shall charge eligible Transactions disputed by Company pursuant to this Section 8 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 Company 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.

9. Notice of Loss, Theft or Unauthorized Use. In the event that Company or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Company would like to terminate an Account User, Issuer must be immediately notified by calling **1-800-492-0669**.

10. Unauthorized Use and Unauthorized Transactions.

10.1. Except as otherwise expressly provided below, Company will pay Issuer for all unauthorized use or Unauthorized Transactions that occur if: (i) a Card is lost or stolen and Company does not give immediate notice to Issuer as provided in Section 9 of this Agreement; ii) such use or suspected use occurs as a result of the Company's lack of reasonable security precautions and controls surrounding the Cards or Accounts; or (iii) such use results in a benefit, directly or indirectly, to the Company or Account User. Misuse by an Account User or other employee does not constitute unauthorized use or an Unauthorized Transaction.

10.2. If Company has less than ten (10) Cards issued to it for use by Company's Account Users or employees, Company's liability for Unauthorized Transactions will be limited as provided in the Truth in Lending Act and implementing federal regulations (currently \$50.00).

11. Reserved.

12. Reserved.

13. Notices. Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth in the application for credit or at such other address as the parties may indicate from time to time. In addition to the notice methods provided above, the parties agree that a communication: (i) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or (ii) by e-mail to or from an address normally used by an Account User for business communications shall be considered to be a "writing" and to be "signed" by the party transmitting it for all purposes. The parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The parties agree that a photocopy or printed copy of a facsimile or e-mail constitutes the "best evidence" and an "original" of such a writing.

14. Federal Law: We comply with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an Account. We will ask you for your name, address, date of birth, or other applicable information to identify you.

15. International Use of Cards/Currency Conversion.

15.1. Cards are issued for use by Company's United States based operations, but may be used in Canada. Company 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, Company will: (i) be billed in US Dollars; (ii) receive reporting in English; and (iii) accept the currency conversion fee as reflected in Issuer's Fee Schedule.

15.2. Issuer 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 Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time.

16. Additional Products and Card Features. Company may elect to enroll in or use additional products or features that are offered by Issuer or approved vendors of Issuer. Company understands that additional terms of use for such products or features, including any associated fees may apply and will be provided to Company prior to enrollment.

16.1. Online Products: Certain products and services may be accessed by Company or Account Users through the Internet. Although Issuer uses both passwords and data base security methods for our online products, security cannot be guaranteed. Issuer is not liable to Company for any data corruption, loss or unauthorized Account access, as a result of Company's access to Issuer's website through the Internet or dial-in computer, notwithstanding reasonable security measures instituted by Issuer.

16.2. Changes in Law: In the event that there is a change in applicable law deemed by Issuer to be material to the administration of the program Issuer may seek to re-negotiate the terms, including but not limited to, the financial terms, of this Agreement. The Company shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then Issuer may, at its option: (i) allow this Agreement to remain in effect without any such adjustment; or (ii) terminate this Agreement upon written notice to the Company.

Schedule F

Master Agreement 24000000226

Fuel Card Services- Statewide

WEX Fleet ClearView™ Platform Terms and Policies

Please read these terms carefully before using this Website.

1. General:WEX, Inc. ("we," "us" and "our") will provide the [ClearView](#) platform ("CV") to the Company 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.

Two features currently deployed in a beta phase offer the ability to manually update product codes and odometer readings. Both features are intended to be expanded to use algorithms to automatically update incorrect information. However, as these features are in a beta phase, we make no warranty that use of such 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 correction functionality, 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. Product code and odometer updates that are made in CV are not integrated with any other WEX systems or reporting.

On occasion, we will make new modules and functionality available for fleets as a trial and provide feedback. 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 discontinue any features or functionality that are offered as part of a trial.

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 or CV, 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.

Privacy Policy

WEX Inc. on its behalf and on behalf of its card issuers, including its subsidiaries, WEX Bank and WEX Canada, and WEX Bank (hereinafter collectively referred to as "WEX") recognize the importance of protecting your privacy and safeguarding the confidentiality of your sensitive information. Because of this, WEX offers the following statement of our joint commitment to privacy protection. This policy relates specifically to information we collect as a result of/in connection with your use of this Website.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use our Website. By accessing or using this Website, you agree to this privacy policy.

Information privacy is important to you. Protecting your information privacy is critical to us. Therefore, we commit to:

- Adhere to our privacy policies
- Give you clear notice of what information we ask you to divulge and what information we collect from you
- Clearly explain how we will use the information that you provide to us
- Share your information only with whom and in such manner as is described in this policy
- Implement and utilize safe and secure physical and information systems to protect private information.

• **Information That We Collect**

WEX collects information: 1) from you and from certain third parties when you submit a Commercial Credit Application for a program serviced by WEX or its card issuers; 2) in the form of transaction data when you use your card; 3) when you submit a request for information about WEX programs via e-mail; 4) through the use of web tracking software; and 5) from third parties to help us identify products and services which may be useful to you.

• **Transaction Data**

- When a cardholder uses their Commercial Card we collect transaction data which may be viewed via your online account. Such data typically includes the following information:
 - Name of cardholder
 - Transaction date

- Card/account number
 - Total dollar amount of transaction
 - Vehicle number, if any
 - Driver identification number, if any
 - Vehicle odometer reading, if any, as entered by cardholder
 - Amount of fuel purchased, if any
 - Price per gallon of fuel purchased, if any
 - Non-fuel items purchased, if any
 - User-established product restrictions, if any
 - Merchant at which the transaction occurred
 - For certain programs, cardholder contact information
 - WEX uses transaction data gathered when you use your WEX Commercial Card for the purpose of processing the transactions as well as for other lawful commercial purposes. The transaction data is critical to our ability to provide billing, electronic bill paying and presentment products ("EBPP") and reporting to you.
 - For some WEX commercial card programs, transaction data is collected by a third-party processor and transmitted to WEX. Please refer to the additional information below about information sharing with third parties.
- **Web Tracking Software**
 - WEX utilizes web tracking software that allows us to collect and store information such as the name of the domain from which you access the Internet, the date and time that you access our Website, the Internet address of the Website from which you linked to our Website, and the pages that you visited while on our Website.
 - WEX uses the information collected as a result of our web tracking software to help diagnose problems with our server, to track user traffic patterns, and to administer our Website. This information allows us to determine which areas are of most interest and use to our visitors, which avenues of site promotion are most effective and at what time we can expect peak usage.
- **Supplemental Information**
 - WEX may supplement the information that you provide with additional information we receive from third parties, including service providers, credit bureaus and industry trade groups. We treat any supplemental information we receive from third parties as carefully as the information that you provide to us directly.
 - WEX may use aggregated application information or transaction data for internal and external analytical purposes. Further, WEX may utilize aggregated information or data for marketing purposes. However, aggregated information and data will not be identified with any particular applicant, individual customer or individual cardholder.
- **With Whom We Share the Information We Collect**
 - **Within Our Company**
 - Certain employees of WEX have access to the information that we collect from you. All employees of WEX are required to maintain and keep all such information confidential and to abide by the terms of this Privacy Policy.

- WEX may use the personally identifiable information that you provide, such as your postal address and/or e-mail address to send promotions or solicitations for products or services.

- **With Third Parties**

- WEX may from time to time retain the services of third-party technical service providers and consultants. These third parties are only allowed access to the information that we collect to the extent that is required for them to perform the tasks for which they were retained. These third parties are contractually obligated to maintain confidentiality and further must agree to be bound by WEX's privacy policies and applicable confidentiality agreements.
- If a customer uses a Co-Branded or Private Label card, the Co-Brand or Private Label partner is given limited access to transaction data that allows them to determine what products are purchased by the customer and to tailor their services accordingly.
- Certain Co-Brand or Private Label partners may be provided with aggregated customer information to be used for internal and external analytical purposes. WEX may also sell aggregated customer information to third parties for marketing or other purposes. Such aggregated customer information does not identify any particular applicant, individual customer or individual cardholder.
- WEX also shares limited transaction information with merchants who accept our cards. The information that is provided to merchants is limited to transaction exceptions that provide justifications to the merchant when we will not reimburse them for a transaction (e.g. Invalid Fleet or Invalid Vehicle). Such information sharing serves the additional purpose of assisting WEX and the merchant in identifying and correcting processing errors to make our products easier and more convenient to use.
- Subject to applicable legal restrictions, WEX may sell the personally identifiable information that we have collected about certain of our commercial customers to third parties for marketing purposes if we reasonably believe that such third parties can offer products or services that would be beneficial to those customers.
- WEX may disclose or exchange with third parties any information that you have provided to us if we believe in good faith that the law requires us to do so or if it is necessary to protect the rights or property of WEX or our users. Additionally, as we continue to grow as a business, we may acquire or be acquired by another company. In such a transaction, customer information will most likely be one of the transferred assets.

- **Additional Privacy Issues**

- **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.

- **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 us over the Internet.

- **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.

- **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.

- **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 web sites 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.

- **Privacy Policy Changes**

WEX reserves the right to change our policies (including this Privacy Policy) at any time. If we decide to change this Privacy Policy, we will post such changes to our Website so that you may be aware of our actions. Any change to this Privacy Policy will become effective thirty (30) days after it is initially posted on our Website.

Internet Security

- **Security of Your Data on the WEX Fleet ClearView Platform**

In order to access your data through WEX Fleet ClearView Platform, you will be required to enter a user ID and password. The user ID and password are uniquely associated with your WEX Fleet ClearView account and restrict unauthorized users from viewing or retrieving data and reports. For a second layer of security, the WEX Fleet ClearView Platform employs a sophisticated firewall that protects the web and database servers from hackers and intruders attempting to gain access to your fleet data.

- **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 administrator or Internet service provider.

- **Internal Security for User IDs and Passwords**

Anyone possessing your user ID and password can access your account and view data. You must keep your User ID and password confidential. Should you believe unauthorized persons have access to either your User ID or password notify your WEX Account Manager immediately.

Technical questions and concerns relating to security should be directed to the WEX Inc. Webmaster at webadmin@wexinc.com. For questions relating to usage, call your WEX Account Manager.



Product Information

System Configuration

This site has been designed for Microsoft® Internet Explorer 8.0 and is best viewed at a minimum 1024x768 resolution. A high speed internet connection is recommended.

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WEXONLINE™ TERMS OF USE

Please read these terms carefully before using this site.

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1. General

WEX Inc. ("we," "us" and "our") provides this web site on behalf of its subscribers subject to the following terms of use ("Terms"). These Terms supplement the customer's (or "you" or "your") Business Charge Account Agreement and shall be applicable to your account upon your selection of the **WEXOnline®** product. Your continued use of your account and **WEXOnline®** constitutes your acceptance of these Terms. If you have any questions, please call our Customer Service department.

2. Purpose of the Website

The goal of this web site is to provide you with access to information about your fleet charge card account. Do not use this web site if you do not agree with these terms. These Terms supplement your Business Charge Account Agreement and shall be applicable upon your use of the site. Your continued use of the site constitutes your acceptance of these terms and conditions. If you have any questions, please call Customer Service at 1-800-492-0669.

3. Trademarks, Service Marks and Copyrighted Materials

We control and operate this website. All content on this 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 us, our 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 you using this site. You agree to abide by all additional copyright notices, information, or restrictions contained in any content that is presented on this site.

You may not use any registered or unregistered trademarks, service marks or copyrighted materials appearing on this website, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame, deep link, or otherwise incorporate into another website any of the content or other materials on this website without our 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. You recognize that any reproduction or use of content, except as authorized by these Terms, is considered intentional infringement.

4. Use of the Site

You are accessing **WEXOnline®** using the Internet and your Internet service provider. Although we use both password and database security to provide protection for **WEXOnline®**, security of data and passwords cannot be guaranteed. We hereby disclaim all liability for any security breaches of online communications or for any electronic, hardware or software failures, data transmission errors or failures, data corruption, lack of access to **WEXOnline®** or viruses affecting your data or systems (collectively "System Failures"). We 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.

You understand that you are solely responsible for maintaining the security of your password and User ID against theft or unauthorized use and that any person possessing your password and User ID can order additional cards and take other action with respect to your account. You agree that you shall exercise all precautions commensurate with the highest reasonable standards of security for the protection of your security information. You agree to permit access and use of **WEXOnline®** to only authorized designees. Any account maintenance effected with the use of your User ID and password shall be conclusively presumed to be authorized by you for all purposes and you accept all liability for use of cards ordered and any other transactions effected through **WEXOnline®**. You agree to notify us immediately if you suspect that your User ID or password has been lost, stolen, or the subject of unauthorized use. You agree that the security procedures provided with **WEXOnline®** including without limitation, data encryption, are commercially reasonable and adequate for your use. Furthermore, you agree that you shall not circumvent the encrypted data or attempt to obtain unauthorized access to the site or portions of the site which are restricted from general access.

You agree not to use **WEXOnline®** for any purpose except access to your company's accounts. In using this site, you agree 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. You also agree not to use, attempt to use, or access other accounts, or create or use a false identity on the site.

You agree to indemnify and hold us, and our parents and affiliates, harmless for any loss or damage caused by your access, attempted access to or manipulation of any account or data of any third party and/or any defect in your system that causes damage to our hardware, software or data. We reserve the right to terminate or suspend access to **WEXOnline®**, in whole or in part, at any time, without notice.

WEXOnline® 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. FleetServices, its parent 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 we assume no responsibility for any damages that may be suffered by you, 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, Severability

We operate 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. As each of these places has laws that may differ from those of Maine, by accessing this website, you agree that these Terms and your use of the web site shall be governed in all respects by federal law and the internal substantive laws of the State of Maine, without regard to conflict of laws provisions and shall not be governed by the United Nations Convention on the International Sale of Goods. You further submit to exclusive jurisdiction and venue in the state and federal courts located in the State of Maine for all disputes, cases and controversies regarding this website, your use of this web site, and your relationship with us. We make 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 you reside. If any provision of these terms is prohibited by or rendered invalid by applicable law, such provision shall be ineffective

only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Terms.

6. For Customers Using Electronic Billing Method

You may receive copies of your invoice via **WEXOnline®**. In the event that you elect to receive all your invoices electronically and not via standard U.S. Mail, the invoice shall be deemed delivered to you upon our confirmation of electronic mailing. All the terms and conditions concerning payment and any disputes in billing as set forth in your Business Charge Account Agreement remain in full force and effect. If you wish to make an inquiry regarding an invoice or a particular transaction, please contact Customer Service at the number listed above.

7. For Customers Using Electronic Payment Method

If you enroll in our electronic payment service, you can make payments due under your Business Charge Account Agreement by initiating an electronic payment from your account maintained at your financial institution, by means of an Automated Clearing House (the "ACH"), and the following terms and conditions will apply to any such payment:

(a) We will transmit such Entries initiated by you to the creditor under your Business Charge Account Agreement. Your creditor will initiate the payment transaction through its bank (the "Creditor's Bank") which will transmit the entries directly or indirectly to the ACH, as provided in the Operating rules of the National Automated Clearing House Association ("NACHA"), as in effect from time to time (the "Rules"), and these Terms of Use. As used herein, the terms "Settlement Date," "Entry," and "File" have the meaning set forth in the Rules.

(b) You agree to comply with (i) these Terms of Use, (ii) all applicable laws, including federal law (including without limitation Article 4A of the Uniform Commercial Code), and (iii) the Rules insofar as applicable. The specific responsibilities and requirements provided in the following paragraphs of these Terms of Use in no way limit the foregoing undertaking.

(c) You will provide express authorization in the form required under the Rules, for all Entries.

(d) The Company will provide Entry information in the manner specified in the electronic payment request on this site. Such information will include your bank account number, your bank's ABA routing number, the payment amount and payment date.

(e) The deadline for submitting an Entry is 3:30 PM EST on each business day.

(f) If you would like to cancel or modify an Entry, you can do so before the 3:30 PM EST deadline.

(g) You will ensure that the Account contains sufficient immediately available funds to cover any debit Entry initiated to it not later than the Settlement Date applicable thereto.

(h) In the event any Entries are rejected by the ACH for any reason whatsoever, it shall be your responsibility to remake such Entries or to make other arrangements for making payment of amounts due under your Business Charge Account Agreement; provided, however, that Creditor's Bank shall remake such Entries in any case where such rejection by the ACH was due to mishandling of such Entries by Creditor's Bank and sufficient data is available to the Bank to permit it to remake such Entries.

(i) You will indemnify Creditor's Bank if Creditor's Bank incurs any loss or liability on account of the breach, with respect to any Entries initiated by you, of any of the warranties of Originating Depository Financial Institutions contained in the Rules, except due to Creditor's Bank's own negligence.

(j) In the event you incur any loss due to the mishandling of a particular Entry or Entries, Creditor's Bank's liability you shall be limited to the minimum amount required under Article 4A of the Uniform Commercial Code.

(k) You warrant the accuracy of all transactions presented to Creditor's Bank and warrant that all transactions presented to Creditor's Bank are authorized and agree to indemnify Creditor's Bank from and against any claims, including third-party claims, arising from the breach of these warranties.

(l) In the event any Entry or File of Entries is delivered to Creditor's Bank by an agent or employee purporting to act on your behalf, Creditor's Bank shall be fully protected in acting in reliance on such Entry or File of Entries and need not inquire of you as to whether the same is duly authorized.

(m) You are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized Entries. You warrant that no employee or agent will be allowed to initiate Entries in the absence of proper supervision and safeguards, and you agree to take reasonable steps to maintain the confidentiality of any passwords, codes, security devices and related instructions Creditor's Bank provides to you in connection with any security procedures. If you believe or suspect that any such information or instructions have been known or accessed by an unauthorized person, you agree to notify us immediately. The occurrence of unauthorized Entries will not affect any Entries Creditor's Bank initiates in good faith prior to receipt of your notification and within a reasonable time period to prevent unauthorized transmissions. If Creditor's Bank receives an Entry (or a request for cancellation or amendment of an Entry) that purports to have been transmitted or authorized by you, it will be deemed effective as your Entry or request, provided that Creditor's Bank accepted the entry or request in good faith and acted in compliance with its security procedures with respect to the entry or request.

8. For Customers Using Controls:

These terms and conditions supplement your Business Charge Account Agreement and govern your use of Controls which may be used to help limit purchase capabilities on your cards and accounts.

Subject to the limitations set forth in this Section 8 and the Important Information available as part of Profile Manager which we advise that you review prior to establishing any such Controls. The availability and effectiveness of Control limits is dependent upon each merchant's adoption of card specifications and the information transmitted to us by them. You understand and acknowledge that only transactions submitted to us for authorization are subject to Controls and that such Controls can only be enforced when the merchant provides sufficient information as part of their request for authorization for us to determine if it meets or exceeds the Controls that you have set. Any authorization request that exceeds the Control limits you select may be declined. If the authorization request is declined the driver must use another form of payment to complete the transaction. We are not liable on account of any merchant's refusal to honor the Card, regardless of the reason, whether or not you have established Controls for your cards or accounts.

The existence and/or use of Controls shall not affect your liability for unauthorized use of Cards. We reserve the right to modify Controls upon notice to you. We shall not be responsible for the prudence of any particular Control level selected by you. Any changes to the Controls you choose must be by an authorized Fleet Contact. You agree that we are authorized to rely on such changes and you further agree to indemnify us and hold us harmless for any loss, claim or damage allegedly caused by our reliance on such changes. You also agree that we will not be liable to you for any loss, liability or damages you suffer which arise from, are related to, or are in any way connected with any Controls or other purchase restrictions which we may implement from time to time.

9. Questions

For account service or billing statement information, or questions concerning electronic payment services, please call the following number: 1-800-492-0669, or send inquiries to: FleetServices, PO Box 639, Portland, ME 04104. Be sure to include your account number with all inquiries.

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INTERNET SECURITY

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Security of Your Data at WEXOnline®

In order to access your data through **WEXOnline®**, you will be required to enter a user ID and password. The user ID and password are uniquely associated with your fleet data and restrict unauthorized users from viewing or retrieving data and reports. For a second layer of security, WEX Inc. employs a sophisticated firewall that protects the web and database servers from hackers and intruders attempting to gain access to your fleet data.

Security of Your Data across the Internet

A third layer of security is data encryption, or Secure Socket Layer (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 administrator or Internet service provider.

Internal Security for User IDs and Passwords

Anyone possessing your account number, user ID and password can access your account, order new cards, and cause financial injury to you. You must keep your User ID and password confidential. Should you believe unauthorized persons have access to either your User ID or password notify your Customer Service Department immediately.

Technical questions and concerns relating to security should be directed to the WEX Inc. Webmaster at webadmin@wexonline.com. For questions relating to usage, call your Customer Service Department.

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Privacy Policy

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WEX Inc. and WEX Bank (hereinafter collectively referred to as "WEX") recognize the importance of protecting your privacy and safeguarding the confidentiality of your sensitive information. Because of this, WEX® offers the following statement of our joint commitment to privacy protection. This policy relates specifically to your use of WEXOnline. For more detailed information on WEX's privacy policy please refer to www.wexinc.com or www.wexcorporatcard.com.

Information privacy is important to you. Protecting your information privacy is critical to us. Therefore, we commit to:

- Adhere to our privacy policies
- Give you clear notice of what information we ask you to divulge and what information we collect from you
- Clearly explain how we will use the information that you provide to us
- Share your information only with whom and in such manner as is described in this policy
- Implement and utilize safe and secure physical and information systems to protect private information.

Information That We Collect and Its Use

WEX collects information: 1) from you and from certain third parties when you submit a WEX Inc. Commercial Credit Application; 2) in the form of transaction data when you use your WEX Inc. card; 3) when you submit a request for information about WEX Inc. programs via e-mail; 4) through the use of web tracking software; and 5) from third parties to help us identify products and services which may be useful to you.

1. Transaction Data

When a cardholder uses their WEX Commercial Card we collect transaction data which may be viewed via your WEXOnline account. Such data typically includes the following information:

- Name of cardholder
- Transaction Date
- Card/account number
- Total dollar amount of transaction
- Vehicle Number, if any
- Driver identification number, if any
- Vehicle odometer reading, if any, as entered by the cardholder
- Amount of fuel purchased, if any
- Price per gallon of fuel purchased, if any
- Non-fuel items purchased, if any
- User established product restrictions, if any
- Merchant at which the transaction occurred
- For certain programs, cardholder contact information

WEX uses transaction data gathered when you use your WEX Commercial Card for the purpose of processing the transactions as well as for other lawful commercial purposes. The transaction data is critical to our ability to provide billing, electronic bill paying and presentment products ("EBPP") and reporting to you.

For some WEX commercial card programs, transaction data is collected by a third-party processor and transmitted to WEX. Please refer to Section C(2) below for additional information about information sharing with third parties.

2. Web Tracking Software

WEX utilizes web tracking software that allows us to collect and store information such as the name of the domain from which you access the Internet, the date and time that you access our site, the Internet address of the website from which you linked to our site, and the pages that you visited while on our web site.

WEX uses the information collected as a result of our web tracking software to help diagnose problems with our server, to track user traffic patterns, and to administer our website. This information allows us to determine which areas are of most interest and use to our visitors, which avenues of site promotion are most effective and at what time we can expect peak usage.

3. Supplemental Information.

WEX may supplement the information that you provide with additional information we receive from third parties, including service providers, credit bureaus and industry trade groups. We treat any supplemental information we receive from third parties as carefully as the information that you provide to us directly.

WEX may use aggregated application information or transaction data for internal and external analytical purposes. Further, WEX may utilize aggregated information or data for marketing purposes. However, aggregated information and data will not be identified with any particular applicant, individual customer or individual cardholder.

With Whom We Share the Information We Collect

1. Within Our Company

Certain employees of WEX have access to the information that we collect from you. All employees of WEX are required to maintain and keep all such information confidential and to abide by the terms of this policy for WEXOnline® as well as the Joint Privacy Policy for WEX Inc LLC and WEX Bank.

WEX may use the personally identifiable information that you provide, such as your postal address and/or e-mail address to send promotions or solicitations for products or services.

2. With Third Parties

WEX may from time to time retain the services of third-party technical service providers and consultants. These third parties are only allowed access to the information that we collect to the

extent that is required for them to perform the tasks for which they were retained. These third parties are contractually obligated to maintain confidentiality and further must agree to be bound by WEX's privacy policies and applicable confidentiality agreements.

If a customer uses a Co-Branded or Private Label card, the Co-Brand or Private Label partner is given limited access to transaction data that allows them to determine what products are purchased by the customer and to tailor their services accordingly.

Certain Co-Brand or Private Label partners may be provided with aggregated customer information to be used for internal and external analytical purposes. WEX may also sell aggregated customer information to third parties for marketing or other purposes. Such aggregated customer information does not identify any particular applicant, individual customer or individual cardholder.

WEX also shares limited transaction information with merchants who accept our cards. The information that is provided to merchants is limited to transaction exceptions that provide justifications to the merchant when we will not reimburse them for a transaction (e.g. Invalid Fleet or Invalid Vehicle). Such information sharing serves the additional purpose of assisting WEX and the merchant in identifying and correcting processing errors to make our products easier and more convenient to use.

Subject to applicable legal restrictions, WEX may sell the personally identifiable information that we have collected about certain of our commercial customers to third parties for marketing purposes if we reasonably believe that such third parties can offer products or services that would be beneficial to those customers.

WEX may disclose or exchange with third parties any information that you have provided to us if we believe in good faith that the law requires us to do so or if it is necessary to protect the rights or property of WEX or our users. Additionally, as we continue to grow as a business, we may acquire or be acquired by another company. In such a transaction, customer information will most likely be one of the transferred assets.

Additional Privacy Issues

1. Consumer Privacy Rules

The objective of this WEX Online 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, including WEX Online, 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, including (without limitation) the federal Gramm-Leach-Bliley Act, do not apply to our information handling practices. 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. We maintain Secure Site status that is verified by security industry leader VeriSign, Inc. All information gathered on our website is encrypted during transmission with 128-bit SSL RSA-encryption and 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 us 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 WEX Online 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 can not read data stored on the hard drive of a computer.

5. Links to Other Sites

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 WEXOnline. Our inclusion of hyperlinks to these web sites 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.

Privacy Policy Changes

WEX reserves the right to change our policies (including this Privacy Policy) at any time. If we decide to change this Privacy Policy, we will post such changes to our website so that you may be aware of our actions. Any change to this Privacy Policy will become effective thirty (30) days after it is initially posted on our website.

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