

**RENEWAL NO. 1 AND AMENDMENT NO.4
TO CONTRACT TR227
BETWEEN
THE DEPARTMENT OF FINANCIAL SERVICES
AND
NIC SERVICES, LLC**

This Renewal No. 1 and Amendment No. 4 (collectively referred to herein as the “Renewal”) to Contract TR227 (Contract) is made by and between the Department of Financial Services (Department), an agency of the state of Florida, and NIC Services, LLC (Contractor), collectively referred to herein as the “Parties.”

WHEREAS, the Department, pursuant to Agency Invitation to Negotiation number 1819-01 ITN TR entered into the Contract with the Contractor effective October 5, 2020, for electronic payment (e-Payment) services to the State agencies and the State’s judicial branch and units of the local government to allow them to accept Payment Cards, and electronic funds transfers (i.e. eChecks), as authorized by section 215.322, Florida Statute (F.S);

WHEREAS, effective March 29, 2021, the Parties executed Amendment 1 to adjust the deadline for completion of the Project; and

WHEREAS, effective August 31, 2022, the Parties executed Amendment 2 to add products and services, update the fee table for the Value-Added SaaS Services, and to update Addendum A, Public Records Requirements and Addendum B, Data Security Requirements; and

WHEREAS, effective May 11, 2023, the Parties executed Amendment 3 to amend Attachment 2, Statement of Work to add subsection Section 23 NACHA, and replace section 3.2.b. Service Providers, and add 3.2.b.i Offerings to FTE, and to add subsection 4.4 TeleCheck and Cybersource updated table in Section 6.5.a., add new subsections 9.2.a.i., 9.2.b.i. offering to FTE, and amend Price Response new subsection, Services located in Addendum C of the contract; and

WHEREAS, the Parties wish to renew and further amend the Contract as set forth herein.

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

- 1) The terms and conditions of the Contract, as previously amended, are incorporated by reference as if fully re-written herein. Except as expressly amended and supplemented by this Renewal, the terms and conditions of the Contract will remain in effect unchanged. If and to the extent that any inconsistency may appear between the Contract and this Renewal, the provisions of this Renewal shall control.
- 2) The Parties agree to renew the Contract for a period of five (5) years beginning on October 5, 2025 and ending on October 4, 2030. The Parties agree to perform their respective duties during this renewal period pursuant to the same terms and conditions provided in the Contract as further amended herein.
- 3) Addendum B, Data Security Requirements, of the Contract is hereby deleted in its entirety and replaced with the updated Addendum B, Data Security Requirements, which is attached hereto and hereby incorporated by reference into the Contract.
- 4) Addendum D, Foreign Country of Concern Attestation (PUR 1355), which is attached hereto and hereby incorporated by reference, shall become Addendum D to the Contract.

- 5) The first sentence of Section 18, Records Retention, of Attachment 1, Standard Terms and Conditions, is deleted in its entirety and replaced with the following sentence:

The Contractor shall retain records demonstrating its compliance with the terms of the Contract five (5) years after the expiration of the Contract and all pending matters, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: <https://dos.myflorida.com/media/703328/gsl-sl-2020.pdf>), whichever is longer.

- 6) Add the following language to the end of Section 6, Daily Services, of Attachment 2:

6.9. Funding the Payment Facilitator

- a. If the Contractor is processing payments as a single transaction consisting of any transaction fees, as well as any convenience fees due to the Contractor as agreed upon during services setup, and all funds collected settle to the Payment Facilitator's Settlement Account. The funds are disbursed to the Sub-Merchant's Settlement Account less any convenience fees as specified.
 - b. The Department, on behalf of all Participants agrees that the Contractor is acting as the agent of Participant for the purpose of collection of funds, and the funds become the property of the Participant immediately upon receipt by the Contractor. Accordingly, the payor's obligations shall be deemed satisfied upon receipt of funds by the Contractor.
 - c. As used here and in the Agency Participant Sub-Merchant Processing Agreement, for State and Local participants, "Payment Facilitator's Settlement Account" means Contractor's depository account, which must be at a QPD. Additionally, the "Sub-Merchant's Settlement Account" means Participant's depository account.
- 7) Counterparts and Electronic Signature. This Renewal may be signed in multiple counterparts, each of which may be deemed an original, but which together shall constitute the same instrument. Facsimile, documents executed, scanned, and transmitted electronically and "Electronic Signatures" shall be deemed original signatures for purposes of this Renewal and all matters related thereto, with each such facsimile, scanned, or Electronic Signature having the same legal effect as original signatures. "Electronic Signature" means an electronic sound, symbol, or process attached to or associated with a contract or other record and adopted by a party with the intent to sign, authenticate, or accept such contract or record.
- 8) Except as otherwise provided in this Renewal, this Renewal shall be effective on October 5, 2025, below.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Renewal and have duly authorized their respective representatives to sign it on the dates indicated below.

Department of Financial Services

[Redacted Signature]

3/3/2025 | 3:18 PM

Authorized Signature

Date

Scott Fennell

Typed or Printed Name

Deputy CFO

Title

NIC Services, LLC

[Redacted Signature]

2/24/2025 | 5:13 PM

Authorized Signature

Date

Sloane Wright

Typed or Printed Name

SVP of Payments

Title

**DEPARTMENT OF FINANCIAL SERVICES
Data Security Requirements**

Addendum B

1. Definitions.

For the purposes of this Addendum, the following terms are defined as set forth below:

- a. Business Days – Monday through Friday, inclusive, except for holidays identified in section 110.117, Florida Statutes (F.S.), or emergencies identified by the Department’s Contract Manager.
- b. Calendar Days – All days, including weekends and holidays.
- c. Cloud Computing – A service, solution, or option as defined in 60GG-4.001, Florida Administrative Code (F.A.C.).
- d. Cloud Service Provider – Person, organization, or entity responsible for making a cloud computing service, solution, or option available to a consumer.
- e. Contractor – The entity selected to provide goods or services to the Department and its employees, officers, subcontractors, agents, representatives, distributors, and resellers.
- f. Data-at-Rest – Stationary electronic or digital Open Data and Non-Open Data stored in any digital form or medium.
- g. Department – The Department of Financial Services, an agency of the State.
- h. Breach – A confirmed event that compromises the confidentiality, integrity, or availability of information or data.
- i. Non-Open Data – Any data that is in the possession or under the control of the State or the Contractor that is confidential information exempt from public disclosure pursuant to Chapter 119, Florida Statutes, (F.S.) (Public Records); personal information enumerated in section 501.171(1)(g), F.S. (Consumer Protection); and/or any data that is restricted from public disclosure based on federal or state laws and regulations, including, but not limited to, those related to privacy, confidentiality, security, personal health, business or trade secret information, and exemptions from state public records laws. Non-Open Data also includes data that any state agency, the Department of Legal Affairs, the Department of Financial Services, or the Department of Agriculture and Consumer Services is statutorily authorized to assess a fee for its distribution.
- j. Open Data – Any and all data meeting the definition of “Open data” in section 282.0041, F.S. (Communications and Data Processing).
- k. State – The state of Florida.

2. Data Security.

- a. The Contractor shall meet or exceed the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity, Version 1.1, as detailed in Rule Chapter 60GG-2, F.A.C.
- b. The Contractor shall comply with section 501.171, F.S. (Consumer Protection), to protect and secure Non-Open Data.
- c. If a breach of Non-Open Data occurs, the Contractor shall provide notice to the Department as expeditiously as practicable, but no later than thirty (30) Calendar Days after the determination of the breach or reason to believe a breach occurred. Notice must be provided to the Department’s Security Operations, Office of Information Technology, via email to DFS-SecurityOpsAlerts@myfloridacfo.com and via telephone at (850) 413-2231.
- d. If the Contractor is a Cloud Service Provider, the Contractor shall engage a certified public accounting firm on an annual basis, at no cost to the Department, to perform a Statement on Standards for

Attestation Engagements SSAE 18 SOC 2 Type II audit in accordance with the professional standards established by the American Institute of Certified Public Accountants (AICPA) for all systems used to comply with data security obligations under this Contract. The Contractor shall ensure the Department's Contract Manager's receipt of the annual audit report in Adobe Acrobat PDF (.pdf) format, within ten (10) Business Days of the Contractor's receipt of the report from the auditor. The Department's expectation is that all audits conducted will find the Contractor in full compliance with all data security standards. If an auditor notes any exceptions or deficiencies the Contractor shall provide its audit response and identify any correctable items to the Department.

3. Disclosure Restrictions.

The Contractor shall not divulge to any third party any Non-Open Data obtained by the Contractor in the course of performing its contracted work unless required by law or legal process, and only after notice to the Department. The Contractor will not be required to keep confidential any information that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's Non-Open Data, or information that is otherwise obtainable under State law as a public record.

4. Data Access and Storage.

- a. No Data-at-Rest will be stored outside of the continental United States of America regardless of method or medium, except as required by law or approved in writing by the Chief Financial Officer (CFO) or the CFO's designee, pursuant to 60GG-4.002, F.A.C.
- b. Access to Non-Open Data will only be available to personnel with a legitimate business need who are approved and authorized by the Department.
- c. Remote access to data other than Open Data from outside of the continental United States is prohibited unless approved in writing by the CFO or the CFO's designee, pursuant to 60GG-4.002, F.A.C.
- d. Requests for remote access shall be submitted to the Department's Contract Manager. With approval from the Department, third parties may be granted time-limited remote access to IT resources as necessary for the fulfillment of related responsibilities. Remote connections are subject to detailed monitoring via two-way log reviews and the use of other tools. When remote access is no longer needed, the Contractor shall notify the Department's Contract Manager, and access shall be promptly removed when no longer appropriate.
- e. If required by the Department, the Department will escort any remote support access and maintain visibility of the Contractor actions during remote support sessions.

5. Data Encryption and Protection.

The Contractor shall encrypt all data transmissions (e.g., "data-in-transit") containing Non-Open Data using industry-accepted methods and best practices, pursuant to 60GG-2.003, F.A.C.

6. Breach and Liability.

The Contractor agrees to protect, indemnify, defend, and hold harmless the Department from and against any and all costs, claims, demands, damages, losses, and liabilities arising from or in any way related to the Contractor's breach of this Addendum B or the negligent acts or omissions of the Contractor related to this Addendum B.

7. Separate Security Requirements.

Any Criminal Justice Information Services-specific (CJIS) and/or Health Information Portability and Accountability Act-specific (HIPPA) security requirements are attached in a separate addendum, if applicable.

8. Ownership of Non-Open Data.

Non-Open Data shall be made available to the Department upon its request, in the form and format reasonably requested by the Department. Title to all Non-Open Data will remain property of the Department and/or become property of the Department upon receipt and acceptance. The Contractor shall not possess or assert any lien or other right against or to any Non-Open Data in any circumstances.

9. Cooperation with the State and Third Parties.

The Contractor agrees to cooperate with the following entities: the State, the State's other contractors, the State's agents including properly authorized governmental entities, the State's authorized third parties such as technology staff under contract with the State, and other properly authorized individuals who directly or indirectly access Non-Open Data on behalf of any of the entities listed in this section. So long as these same entities are contractually obligated in their contract(s) with the State, to comply with the same confidentiality obligations to protect Contractor's Confidential Information that the State is required to comply with, then the Contractor shall also provide reasonable access to the Contractor's Contract personnel, systems, and facilities to these same entities, when reasonably requested by the Department. The Contractor agrees to impose these same requirements on all subcontractors providing services under this Contract.

Addendum D
FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual’s Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

NIC SERVICES, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Sloane wright

Title: SVP of Payments

Signature:

Signed by:

Date: 2/24/2025 | 5:13 PM EST

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PUR 2024

Part A: Use of Coercion for Labor and Services

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

Name of entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name: NIC Services, LLC

Representative/Officer's Printed Name: Sloane Wright

Representative/Officer's Title: President

Signed by:
Signature: [Redacted Signature]

Date: 2/24/2025 | 5:13 PM EST

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Part B: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.**, when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a contract for the provision of commodities.

I certify that to the best of my knowledge, the commodities Name of entity is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name:

Senior Management's Printed Name:

Senior Management member's Title:

Signature:

Date: