

**Exhibit 4**  
**ASP Services Exhibit to Payment Solutions Agreement**

This Application Service Provider (ASP) Services Exhibit is attached to and subject to the terms of the Payment Solutions Agreement (**Agreement**) dated December 20, 2021 between SunTrust Merchant Services, LLC (**STMS**), Truist Bank (**Bank**), and South Carolina Treasurer (**STO**). The ASP Services Exhibit and all Schedules expressly incorporating the ASP Services Exhibit are among Fiserv Solutions, LLC (an Affiliate of STMS), STO and Participants and not Bank. STO and Participants shall look solely to Fiserv Solutions, LLC (**Fiserv**) for any claims arising out of this ASP Services Exhibit and applicable schedules. All capitalized terms in this ASP Services Exhibit shall have the same meaning as defined in the Agreement. For purposes of this ASP Services Exhibit and the Schedules, wherever the term STMS is used in the Agreement Fiserv shall be substituted. In the event of a conflict between the Agreement and this ASP Services Exhibit, the terms of this ASP Services Exhibit will control except that the State Terms and Conditions incorporated into the Agreement shall control over the ASP Services Exhibit.

1. ASP / Processing Services. The parties shall add individual Schedules to this ASP Services Exhibit for Fiserv's provision of ASP, processing, or other service bureau Services (including without limitation implementation, conversion, operational and technical support, development, professional, consulting, and training services) to STO or Participant. Each Schedule will identify whether it is STO or Participant or both that will receive the Services but in this ASP Services Exhibit will be referred to as Participant. The terms of this ASP Services Exhibit shall apply to the Services set forth in Schedules attached to this Exhibit. If optional services are listed on a Schedule to this Exhibit, such optional services shall become part of the Agreement upon STO or Participant's use of such optional services. Client will provide all reasonably requested or necessary cooperation, information and assistance in connection with provision of the Deliverables (which may include access to Client facilities, systems, personnel and equipment and designation of personnel for training).

2. Fiserv System and Participant Systems. Fiserv systems used in the delivery of Services (the "**Fiserv System**") and STO or Participant's networks and computer systems ("**Participant Systems**") contain information and computer software that are proprietary and confidential information of the respective parties, their suppliers, and licensors. Each party agrees (a) not to attempt to circumvent the devices employed by the other party to prevent unauthorized access thereto, including without limitation modifications, decompiling, disassembling, and reverse engineering thereof and (b) to reasonably maintain its respective systems in order to provide or receive, as applicable, the Deliverables as set forth in the Agreement. The restrictions set forth in this paragraph shall not apply to an Open Source Component to the extent such restrictions conflict with the terms of the applicable Open Source License.

3. Fiserv Obligations.

(a) Participant Policies. While assigned to provide Services at a Participant location or otherwise visiting Participant's facilities, Fiserv employees will comply with Participant's reasonable safety and security procedures and other reasonable Participant rules applicable to Participant personnel at those facilities to the extent such procedures and rules are provided to Fiserv in writing and in advance and are consistent with both the terms of the Agreement and Fiserv's policies.

(b) Changes. Fiserv may make changes in its methods of delivering the Services, including but not limited to operating procedures, type of equipment or software resident at, and the location of Fiserv's service center(s). Fiserv will notify Participant prior to implementing any material change that affects Participant's normal operating procedures, reporting, or internal service costs.

(c) Participant Systems Access. If Fiserv accesses Participant Systems, Fiserv will: (i) use this access only to provide Services to Participant; and (ii) ensure that the Fiserv System includes up-to-date anti-viral software designed to prevent viruses from reaching Participant Systems through the Fiserv System.

(d) Security Testing. Fiserv may use a third party to provide monitoring, penetration and intrusion testing with respect to certain Services. Upon Participant's written request, Fiserv agrees to provide

Participant with a copy of its most recent security certification, if any, for the applicable Fiserv service center providing such Services.

(e) Services. Fiserv agrees that: (i) Services will conform in all material respects to the specifications set forth in the Schedules to this Exhibit and to the generally-available documentation describing the functionality of the Services (as updated by Fiserv from time to time and provided to Participant); and (ii) Fiserv personnel will exercise due care in provision of Services. If Participant notifies Fiserv in writing of any alleged defect hereunder within 30 days after the date the Services were performed, then Fiserv shall correct the Services at no additional charge to Participant.

(f) Audit. In addition to the audit provisions set forth in Section 7 of the Agreement, Fiserv provides for periodic independent audits of its operations, which shall include an annual SSAE 18 Type II audit to the extent required by law or regulation. Upon Participant's request, Fiserv shall make available to Participant for inspection a copy of such independent audit report of the Fiserv service center providing Services. If material deficiencies affecting the Services are noted in such audit report, Fiserv will develop and implement an action plan to address and remediate any such deficiencies within a commercially reasonable time at Fiserv's expense.

(g) Third Parties. To the extent Fiserv's obligations under a Schedule to this Exhibit are dependent on the actions of a third party or entering into an agreement with such third party, Fiserv shall use commercially reasonable efforts to obtain such action or enter into such agreement on reasonable terms. If Fiserv is unable to obtain such action or enter into such agreement after complying with the foregoing, Fiserv's dependent obligations hereunder shall terminate 90 days after written notice or the date the dependent third party will no longer provide the dependent services, whichever is earlier.

(h) System Availability. Reserved.

(i) Client Services and Help Desk/Call Center. The Client Services Account Manager shall be available via paging between 8:00 am and 5:00 pm EST, Monday through Friday. The call center shall be available 24x7x365. The call center shall not be located outside of the United States.

#### 4. Participant Obligations.

(a) Procedures. Participant agrees to comply with Fiserv's procedures and operating instructions for use of Services and the Fiserv System. Fiserv shall provide Participant the procedures and operating instructions prior to the initiation of services.

(b) Participant Equipment. All communication lines, networks, terminals, equipment, computer software and systems, and interface devices required to access the Fiserv System and to transmit and receive data and information between Participant's location(s), Fiserv's service center(s), and/or other necessary location(s) (collectively, "**Participant Equipment**") are subject to approval by Fiserv and shall be compatible with the Fiserv System. Participant is responsible for procuring and managing Participant Equipment at its expense.

(c) Input. Participant shall be solely responsible for the input, transmission, and delivery to and from Fiserv (whether delivered to or from Participant site(s)) of all information and data required by Fiserv to perform Services unless Participant has retained Fiserv to handle such responsibilities, as specifically set forth in Schedules to this Exhibit. The information and data shall be provided in a format and manner approved by Fiserv. Fiserv shall not be responsible for Participant's failed access to the Services across public lines or compromised data delivered over such lines. Participant is responsible for providing all instructions requested by Fiserv as necessary to perform the Services. Participant shall determine and be responsible for the authenticity, accuracy, and completeness of all information, data, and instructions submitted to Fiserv. Fiserv is not obligated to check for errors or omissions in any such information, data, or instructions and/or to correct, cancel or amend any action in connection with any Services once Fiserv has received instructions to complete such action. If Participant's records or other data submitted for

processing are lost or damaged for any reason, Participant shall retransmit (or cause retransmission of) such records or data to the extent it has it available.

(d) Participant Review; Responsibility for Accounts. Participant shall review all reports furnished by Fiserv for accuracy, and shall work with Fiserv to reconcile any out of balance conditions or discrepancies. As applicable, Participant shall be responsible for balancing its accounts each business day, notifying Fiserv promptly of any errors or discrepancies, and retaining records related to all accounts. Fiserv will use commercially reasonable efforts to correct errors attributable to Participant or Participant's other third party servicers. Such error correction, including reconstruction of error conditions attributable to Participant or to third parties acting on Participant's behalf, will be done at Fiserv's then-current professional services rates.

(e) Participant Systems. Participant shall ensure that Participant Systems: (i) are capable of passing and/or accepting data from and/or to the Fiserv System, and (ii) include up-to-date anti-viral software designed to prevent viruses from reaching the Fiserv System through Participant Systems.

(f) Participant Notification. Participant agrees that it shall notify Fiserv as soon as possible upon becoming aware of any incident of unauthorized access to any Information or the Fiserv System.

(g) Responsibility. Participant shall be responsible for: any and all claims or actions arising out of the access or use by Participant or Participant's customers of the Fiserv System in a manner other than as expressly permitted in the Agreement;

(h) Fees. Fiserv shall invoice and Participant shall pay Fiserv fees for the Services as specified in the Schedules.

(i) Data Encryption. Participant agrees to comply with Fiserv's then-current data encryption policies and controls regarding transmission to and from Fiserv of tapes, images, and records maintained and produced by Fiserv for Participant in connection with the Services ("**Participant Files**"), or other data transmitted to and from Fiserv in connection with the Services (collectively with Participant Files, "**Data**"). If Participant requests or requires Fiserv to send, transmit, or otherwise deliver Data to Participant or any third party in a non-compliant format or manner, or Participant (or third party on Participant's behalf) sends, transmits or otherwise delivers Data to Fiserv in a non-compliant format or manner, then, notwithstanding any other provision of this Agreement: (i) Participant understands and accepts all risk of transmitting Data in an unencrypted or otherwise noncompliant format; and (ii) Participant releases, discharges, and shall be responsible for all liability, damage, or other loss suffered by or through Participant arising out of the non-compliant transmission, destruction, or loss of such Data, including without limitation any information security or privacy breach related to such Data.

## 5. Business Continuity / Disaster Recovery.

(a) General. Fiserv maintains a business continuity plan ("**Business Continuity Plan**") for each Service that describes measures it will implement to recover from a Disaster. A "**Disaster**" shall mean any unplanned impairment or interruption of those systems, resources or processes that enable standard performance of the applicable Service's functionality. Each Business Continuity Plan shall include a plan for the recovery of critical technology systems (a "**Disaster Recovery Plan**"), as well as procedures for restoring business operations at the primary location or at a designated recovery site, if necessary. Fiserv shall work with Participant to establish a plan for alternative communications in the event of a Disaster.

(b) Disaster Occurrence. Fiserv shall notify Participant as soon as possible after a Disaster is declared by Fiserv, and following such declaration shall comply with the Business Continuity Plan. Fiserv shall move the processing of Participant's standard services to the recovery site as expeditiously as possible if operations cannot be satisfactorily restored (in Fiserv's sole discretion) at the primary location. If a recovery site is used, Fiserv shall coordinate the cut-over to back-up telecommunication facilities with the appropriate carriers. Participant shall maintain adequate records of all transactions under the reasonable control of Participant during the period of service interruption and shall have personnel available to assist Fiserv in implementing the switchover to the recovery site. During a Disaster, optional or on-request services shall be provided by Fiserv only to the extent adequate capacity exists at the recovery site and only after stabilizing the provision of base services.

(c) Disaster Recovery Test. Fiserv shall test the Disaster Recovery Plan periodically. Participant agrees to participate in and assist Fiserv with such test as invited by Fiserv. Upon Participant's request, test results will be made available to Participant's management, regulators, auditors, and insurance underwriters.

(d) No Warranty. Participant understands and agrees that the Business Continuity Plan is designed to minimize, but not eliminate, risks associated with a Disaster affecting Fiserv's service center(s). No performance standards shall be applicable for the duration of a Disaster. Participant maintains responsibility for adopting a disaster recovery plan relating to disasters affecting Participant's facilities and for securing business interruption insurance or other insurance types necessary for Participant's protection. Fiserv agrees to release information necessary to allow Participant's development of a disaster recovery plan that operates in concert with the Business Continuity Plan.

6. Exclusivity. Intentionally deleted

7. Term and Termination; Deconversion. Intentionally deleted

(a) Term. Intentionally deleted Convenience; Early Termination. Intentionally deleted.

(b) Defaults. Intentionally deleted.

(c) Liquidated Damages. Intentionally deleted.

(d) Return of Participant Files. Upon expiration or termination of the Agreement or any Schedule to this Exhibit, Fiserv shall furnish to Participant such copies of Participant Files as Participant may request in a Fiserv standard format, and shall provide such information and assistance as is reasonable and customary to enable Participant to deconvert from the Fiserv System; provided, however, that Participant authorizes Fiserv to retain Participant Files until: (i) Fiserv is paid in full for all amounts due for all Services provided through the date such Participant Files are returned to Participant; (ii) Reserved.; (iii) Reserved; and (iv) Participant has returned or destroyed all Fiserv Information in accordance with Section 3(b) of the Agreement. Fiserv shall be permitted to destroy Participant Files any time after 30 days from the final use of Participant Files for processing, unless: (A) Fiserv is directed by Participant in writing to retain such files for a longer period, provided that Participant may not require Fiserv to retain Participant Files for longer than 90 days unless Fiserv agrees to such longer retention period, (B) otherwise specified in a Schedule, or (C) as required by any applicable laws or regulatory structure to which the data is subject, i.e. Network Rules.

(e) Miscellaneous. Participant is responsible for the deinstallation and return shipping of any Fiserv-owned equipment located on Participant's premises.

(f) Holdover. Intentionally deleted.

8. Warranties. Intentionally deleted.

9. Hiring and Employment.

(a) Background Checks. Neither party shall knowingly permit any of its employees to have access to the premises, records or data of the other party when such employee: (i) uses drugs illegally; or (ii) has been convicted of a crime in connection with a dishonest act or a breach of trust, as set forth in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. 1829(a) (a "**Conviction**"). Consistent with Fiserv's employment practices, newly hired Fiserv employees are required to pass both a pre-employment criminal background check and pre-employment drug screening, as permitted by law, and Fiserv periodically confirms that employees have not acquired any Convictions subsequent to hiring. Upon Client's reasonable request and at Client's expense, Fiserv may perform more frequent confirmation checks or utilize additional reasonable background checking criteria for those of Fiserv's employees who will have access to Client facilities or Client's networks and computer systems located at Client facilities. The results of all such background checks shall be retained solely by Fiserv or the third party performing such screening on behalf of Fiserv.

(b) Equal Employment. Fiserv agrees that it shall abide by the requirements of Presidential Executive Order 11246, appearing at 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and as amended by the Executive Order dated July 21, 2014. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

10. Marks and Content. Participant will not use the name, trademark, service mark, logo or other identifying marks (collectively, "**Marks**") of Fiserv or any of its Affiliates in any sales, marketing, or publicity activities, materials, or website display unless Fiserv includes such Marks in a Deliverable or Fiserv consents in advance in writing. Any such authorized or approved use shall at all times comply with Fiserv's Trademark Usage Guidelines (or such other requirements and/or guidelines) set forth on Fiserv's corporate website and other reasonable requirements issued or otherwise made available by Fiserv. Fiserv will have the right to use Participant's Marks and other content provided by Client in connection with providing the Services, where applicable, so long as Fiserv's use complies with any reasonable usage guidelines provided in writing by Participant. Participant will provide such content in accordance with Fiserv's reasonable guidelines for the Services and will obtain all necessary third party permissions and licenses required for Fiserv's use of such content. Participant shall be responsible for any and all claims alleging that Fiserv's use of the Participant's Marks or content infringes a trademark, copyright or other proprietary right of a third party.

11. Independent Contractors. Participant and Fiserv expressly agree they are acting as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. Except as expressly authorized herein or in the Schedules, this ASP Services Exhibit shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.

12. No Third Party Beneficiaries. Except as expressly set forth in any Exhibit hereto, no third party shall be deemed to be an intended or unintended third party beneficiary of this Agreement.

Authorized Signatures:

Fiserv Solutions, LLC

South Carolina State Treasurer

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_