

PARTICIPATING ADDENDUM
to the
Commercial Card Solution
Washington State Contract #00612
For Purchasing, Travel, One Cards, Declining Balance, and Fleet Cards
Issued on behalf of the Western States Contracting Alliance (WSPA-NASPO)
Between
U.S. Bank National Association
and
The State of Alaska
2016-CCARD-0015

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Contents

1. SCOPE & SERVICES.....	1
2. PARTICIPATION.....	1
3. PRIMARY CONTACTS.....	1
4. PRODUCT OFFERING.....	2
5. CREDIT CARD PROVIDER NETWORK.....	3
6. INCORPORATION OF DOCUMENTS	3
7. ORDER OF PRECEDENCE	3
8. INCENTIVE SHARE	4
9. CONTRACTOR’S MASTER AGREEMENT	4
10. TERMS AND CONDITIONS.....	4
11. CONTRACT SIGNATURES.....	4
APPENDIX A.....	5
APPENDIX B.....	5
APPENDIX C.....	5

1. SCOPE & SERVICES

1.1 Scope

This Participating Addendum ("Addendum") between The State of Alaska ("Participating Entity") and U.S. Bank National Association ("U.S. Bank") relates to the WCSA-NASPO Contract led by the State of Washington.

1.2 Term of Contract and Participating Addendum

The initial Contract term is for 5 years, January 1, 2014 through December 31, 2018, with the option to extend.

The effective date of the Purchasing Addendum start date shall be upon signing by or on the behalf of the latter of the two parties, the last signature date between U.S. Bank and the Participating Entity, unless otherwise specified. The term of this Participating Addendum shall run through the termination of the WCSA-NASPO Contract or until the Participating Addendum is terminated, whichever occurs earlier.

1.3 Services

This Addendum encompasses Category 1 of Contract 00612.

Category 1 - Purchasing, Travel, One Cards, Declining Balance/Managed Spend Cards.

Participating Entities shall indicate which products they are requesting to use in the attached Product Description form.

2. PARTICIPATION

2.1 Participation Sign-up

First Step: Entities seeking to join the card program must be approved by the respective State Chief Procurement Official

Second Step: The Participating Entity shall complete this required Addendum for requested products in Category 1 or Category 2. The completed form shall be sent to the primary contact for the State of Washington for routing and processing.

Third Step: The Participating Entity must be credit approved by the Contractor.

U.S. Bank requires Political Subdivisions to complete a Political Subdivision Addendum form in order to participate. The form must be filled out by an approved representative from the Political Subdivision. The form shall be submitted to the primary contact at U.S. Bank. Category 1 and Category 2 have separate primary contacts as laid out in section 3 of this Addendum.

2.2 Late Penalty Payments

Late Penalty Payments should follow the guidelines established by each individual State and will be as specified in their prompt payment act and their Rebate associated annual penalty interest rate.

3. PRIMARY CONTACTS

The primary contact for this contract will be the authorized signatory on the Addendum for each state.

Contractor -- Category 1 –P-Card, One Cards, and Declining Balance/Managed Spend Card

Name:	Leslie Massey
Contractor:	U.S. Bank
Address:	Attn: Contracts Department EP-MN-A17S 901 Marquette Ave So, Minneapolis, MN 55402
Telephone:	805-904-4454
Email:	leslie.massey@usbank.com
Web Address:	www.usbank.com

Participating Entity

State:	Alaska
Participating Entity:	
Name:	Matthew L. Pegues
Address:	PO Box 110210 Juneau, AK 99811-0210
Telephone:	907-465-5681
Email:	matthew.pegues@alaska.gov

Electronic Statement Consent.

Statements are available in paper by U.S. mail or electronically through Access Online. In order to obtain electronic Statement(s) Participating Entity must consent, by selecting "Electronic" in Section 4 below for Billing Selection and agrees to download Statements from Access Online. U.S. Bank USA will notify Participating Entity by email when Electronic Statements are available.

By consenting to Electronic Statements herein, Participating Entity is agreeing to obtain Statements for itself and its Cardholders from Access Online. Participating Entity acknowledges that by its selection for Electronic Statements that (i) neither Participating Entity nor its Cardholders will receive paper Statements at any time while this Agreement, and such consent, is in effect, and (ii) Participating Entity and its Cardholders will obtain Statements as described herein. Participating Entity agrees to hold U.S. Bank harmless from, and takes full liability for any failure to timely download and pay Statements for itself and its Cardholders.

If Participating Entity consents to Electronic Statements, some regulatory notices and periodic notices may be made available to Participating Entity through Access Online. U.S. Bank will notify Participating Entity by email if such materials are available through Access Online and Participating Entity agrees to obtain such materials in the same manner as described herein. Participating Entity may change its Statement selection at any time by amendment to this Participating Addendum.

If no Statement selection is made herein U.S. Bank shall deliver paper Statements to Participating Entity, and Cardholders as may be applicable, for all Accounts.

4. PRODUCT OFFERING

Participating Entity shall indicate below which products they are requesting to use and/or make available to Political Subdivisions through this contract.

Product Descriptions can be found in **Appendix A, Document 4**

- A. ☒ **Purchase Card with Corporate Liability** (*Travel Accident Insurance not included with this product*)
- ☒ Central Billing Accounts (Central Purchase Account/Event Planner/Central Relocation)
 - ☒ Managed Spend Declining Balance functionality
 - ☒ Emergency Response Cards
- B. ☒ **One Card with Corporate Liability** (*Travel Accident Insurance included with this product*)
- ☒ Central Billing Accounts (Central Travel Account/Event Planner/Central Relocation)
 - ☒ Managed Spend Declining Balance functionality
 - ☒ Emergency Response Cards
 - ☒ ATM Access / Cash Advances
- C. ☐ **Fleet Card with Corporate Liability**
- D. ☐ **Corporate Card** (*Travel Accident Insurance included*)
- ☐ Contingent Liability
 - ☐ Joint and Several Liability

Billing Selection ☒ Electronic ☐ Paper

5. CREDIT CARD PROVIDER NETWORK

The following credit card providers have been selected by U.S. Bank and are authorized to perform services under this contract:

Category 1-Visa

Category 2-Voyager

6. INCORPORATION OF DOCUMENTS

Each of the documents listed below is, by this reference, incorporated into this Addendum as though fully set forth herein and can be found in on the last page of this document.

1. U.S. Bank Political Subdivision Addendum (**Appendix A, Document 1**)
2. U.S. Bank Commercial Card Master Agreement (**Appendix A, Document 2**)
3. U.S. Bank Fleet Card Agreement (**Appendix A, Document 3**)
4. U.S. Bank Product Descriptions (**Appendix A, Document 4**)
5. Hyperlinked WSCA site for Signed Contract(s) (**Appendix A, Document 5**)
6. Applicable Card Fee and Rebate Information (**Appendix A, Document 6**)
7. State Specific Terms and Conditions (**Appendix B**)
8. Standard Contract Definitions (**Appendix C**)

7. ORDER OF PRECEDENCE

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Participating Entity's Participating Addendum ("PA");
2. State Specific Terms and Conditions
3. WSCA-NASPO/ Contract Terms and Conditions
4. U.S. Bank Commercial Card Master Agreement and/or Fleet Card Agreement
5. Approved portions of Contractor's response to this Solicitation dated January 24, 2013.

8. INCENTIVE SHARE

8.1 Incentive Share Schedule

Contract Incentive Shares will be paid quarterly within 60 days following the last day of each quarter:

Quarter 1: January 1-March 31st

Quarter 2: April 1- June 30th

Quarter 3: July 1- September 30th

Quarter 4: October 1-December 31st

8.2 Incentive Share Calculation and Disbursement

Contract Incentive Share payments will be sent directly to the appointed account for each Participating Entity by U.S. Bank.

A Participating Entity that does not earn a minimum of \$75.00 for combined incentive share components 1-3 per quarter will forfeit their incentive share for that quarter.

The amount of the Incentive Share will be determined by combining Volume Sales for the State in question, Prompt Payment/Speed of Pay, and Large Ticket Sales.

Incentive Share (Rebate) Formulas can be found in *Appendix A, Document 6*.

9. CONTRACTOR'S MASTER AGREEMENT

The signatories to this Addendum agree they will adhere to the guidelines outlined by U.S. Bank in their Commercial Card Master Agreement.

10. TERMS AND CONDITIONS

Contractor and participants will adhere to the Washington Terms and Conditions unless otherwise specified in the Participating Entities specific Participating Addendum.

11. CONTRACT SIGNATURES

This Addendum and the Contract set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Contract and supersedes any prior communications, representations, agreements whether oral, or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Contract, that are included in any purchase order or otherwise shall be void. The terms and conditions of this Addendum and the Contract shall govern in the case of any such inconsistent, contrary, or additional terms.

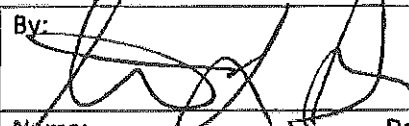
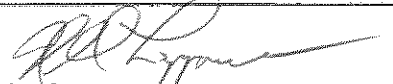
Contracts can be found on the WSCA-NASPO site at:

http://www.naspo.org/content.cfm/id/current_contracts

IN VIEW OF THE ABOVE, the parties listed below agree to execute this Addendum by their signatures, on the dates below.

Participating Entity:	Contractor: U.S. Bank National Association
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WSCA 00642 - Commercial Card Solutions – Participating Addendum

By: 	By: 
Date: 12/11/15	Date: 12/21/15
Name: Matthew L. Pegues	Name: Michael C. Leppones
Title: Contracting Officer	Title: Vice President

Please email fully executed PDF copy of this document to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases

WSCA 00612 - Commercial Card Solutions – Participating Addendum

Referenced Documents:

APPENDIX A

Document 1: U.S. Bank Political Subdivision Addendum



WSCA - Political
Subdivision Addendum

Document 2: U.S. Bank Commercial Card Master Agreement - Category 1



WSCA - U.S. Bank
Commercial Card Mas

Document 3: U.S. Bank Fleet Card Agreement - Category 2



WSCA - 00612 Fleet
Card Agreement 12-2

Document 4: U.S. Bank Product Descriptions



WSCA - 00612
Product Descriptions

Document 5: WSCA contract site location <http://www.aboutwsca.org/#/contract-details/34/participants>

Document 6: Applicable Card Fee and Rebate Information



WSCA - 00612
Applicable Card Fee a

APPENDIX B

State Specific Terms & Conditions

Governing Law; Forum Selection

This contract is governed by the laws of the State of Alaska. Any claim concerning this contract shall be brought only in the Superior Court of the State of Alaska and not elsewhere.

Political Subdivisions;

AS 36.30.700 allows the State of Alaska to make these contracts available to 'local public procurement units', which means a municipality or other subdivision of the state or other entity that expends public funds for the procurement of supplies, services, professional services, and construction [ref. AS 36.30.790 (3)].

APPENDIX C

Standard Contract Definitions



WSCA - 00612
Contract - Standard I

APPENDIX 2: U.S. BANK COMMERCIAL CARD MASTER AGREEMENT

This Commercial Card Master Agreement (the "Agreement") governs the U.S. Bank Commercial Card Program provided by the WSCA-NASPO Cooperative Purchasing Program Commercial Card Solutions Contract #00612, Category 1 (the "Commercial Card Program") and is an attachment to the Participating Addendum entered into by and between U.S. Bank National Association ("U.S. Bank") and the Participating Entity which is a signatory to that Participating Addendum ("Participating Entity").

Participation in Commercial Card Program:

Certain entities designated by Participating Entity may participate in the Commercial Card Program.

"Participating Entity Agencies" means those Participating Entity departments and agencies that rely upon the Participating Entity for funding, or are appropriated funds by the Participating Entity for the charges on the Accounts issued to the employees of those departments and agencies. In order for Participating Entity Agencies to participate in the Commercial Card Program, the Participating Entity will furnish to U.S. Bank a Participating Entity Agency Addendum listing those agencies allowed to participate. The Participating Entity has the right to exclude any agencies from the Agreement by providing written notice to U.S. Bank at any time.

"Political Subdivisions" means any municipalities, counties, and institutions of higher education that do not rely upon the Participating Entity for funding. Political Subdivisions may participate in this Agreement upon credit approval by U.S. Bank and upon the signing and submission of a properly completed Political Subdivision Addendum.

I. CREDIT PROVISIONS

A. Financial Information. The establishment of a Commercial Card Program provides an extension of credit, and Participating Entity shall provide sufficient information to enable U.S. Bank to perform periodic credit reviews.

1. **Political Subdivisions.** Each Political Subdivision must individually credit qualify and submit a signed, properly completed Political Subdivision Addendum to U.S. Bank.
2. **Financial Information for Participating Entity and Political Subdivisions.** To become credit qualified, the Participating Entity and each Political Subdivision will provide the last three (3) years of audited financial statements to U.S. Bank prior to the issuance of any cards and will provide annual financial statements on or before one hundred eighty (180) days after the end of the Participating Entity or Political Subdivision's fiscal year. Political Subdivision should provide this first set of financial statements with their signed, completed Political Subdivision Addendum. U.S. Bank will review the financial statements and provide notice to each Political Subdivision of the approval or decline of their credit qualification. If satisfactory financial information can be found on the website of Participating Entity or Political Subdivision, U.S. Bank will not require the Participating Entity or such Political Subdivision to provide financial information that U.S. Bank can obtain on its own.

B. Aggregate Product Credit Limit and Account Credit Limits. Subject to credit approval by U.S. Bank, an Account Credit Limit (an "ACL") for each Account and an Aggregate Product Credit Limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Agreement.

1. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Participating Entity of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Participating Entity shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.
2. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL.
 - a. **Participating Entity Accounts.** U.S. Bank shall provide notice to Participating Entity of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Participating Entity shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.
 - b. **Cardholder Accounts.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL and/or limit spending activity on any Cardholder Account. Based on the credit worthiness of Participating Entity and/or its Cardholder, U.S. Bank, at its sole discretion, shall establish an ACL of no less than five hundred U.S. Dollars (\$500.00).
 - c. **Fraudulent Activity.** U.S. Bank may temporarily revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

II. U.S. COMMERCIAL CARD PROGRAMS

A. Card and Account Issuance. Participating Entity shall designate to U.S. Bank Cardholders that are authorized to incur expenses on behalf of Participating Entity during the term of this Agreement and who are to receive Cards and/or be issued Account numbers by submitting to U.S. Bank completed, duly authorized applications, in a format specified by U.S. Bank, such as through Access Online, including any applicable consents and/or authorizations from such Cardholders as may be required by the applicable local law, rule or regulation.

1. **Credit Checks.** With respect to any such application, U.S. Bank reserves the right, at its sole cost and expense and to the extent permitted by applicable law, to conduct a credit check on any Cardholder who may have sole and/or shared liability for any Debt incurred under this Agreement.
 2. **Exclusion.** U.S. Bank shall have the right to reject any Cardholder application in which the Cardholder may have sole and/or shared liability for any Debt incurred under this Agreement.
 3. **Card Delivery.** Unless Participating Entity notifies U.S. Bank to the contrary, U.S. Bank shall issue Cards and/or Accounts directly to Cardholders.
 4. **Creation of Cards by Participating Entity.** Participating Entity has the ability to create Cards on its own through the use of Access Online. Such Cards can be created with or without an individual's name embossed on the face of the Cards. Acceptance of Cards without a name embossed on the face of the Cards is at the discretion of Merchants.
- B. Billing and Payment.** U.S. Bank provides a variety of billing options. The availability of billing options may differ between Card Products. Billing option availability and the billing options for which Participating Entity has been approved is specified herein in the Participating Addendum. Participating Entity or Cardholder shall pay the amount due on the Statement by the Due Date.
1. **Individual Bill.** Cardholders receive a Statement at the conclusion of each Billing Cycle and are responsible for ensuring the balance due is paid by the Due Date. Participating Entity may elect to receive one or more Summary Statements or reports showing all Transactions billed to Cardholder Accounts.
 2. **Central Bill.** Each Transaction is either posted to a Cardholder Account and rolled up to a Central Account for billing or billed directly to a Central Account. Participating Entity will receive one or more central account Statements at the conclusion of each Billing Cycle for all Cardholder and/or Central Account Transactions. With respect to Transactions posted to a Cardholder Account and rolled up to a Central Account, the Cardholder receives a memo Statement showing his/her respective Transactions but with no amount due. Participating Entity receives a consolidated Statement, which includes the total amount due for all Cardholder Accounts and Central Accounts and is responsible for ensuring the balance due on the Statement is paid by the Due Date.
 3. **Billing Disputes.** Billing disputes must be communicated in writing to U.S. Bank at the address specified in Section V.L. herein or the address provided on the Statement. U.S. Bank must receive written communication of a dispute within sixty (60) days of the date on the Statement on which the disputed or allegedly incorrect Transaction first appeared. Association regulations govern the resolution of all billing disputes.
 4. **Merchant Category Disclaimer.** Upon request by Participating Entity, U.S. Bank may either prevent or restrict usage of its Card Products to selected Merchants based on Merchant Category Code. To the extent this is requested, the following disclaimers apply:
 - a. **Limitation of Liability.** U.S. Bank can only enforce Merchant Category Code restrictions to the extent it receives accurate Merchant Category Code data with the Transaction authorization request. U.S. Bank has no liability for Transactions declined or approved contrary to the intent of Participating Entity.
 - b. **Incorrect Merchant Category Codes.** To the extent Participating Entity believes a Merchant has not been assigned an accurate Merchant Category Code, U.S. Bank will advise the Association of the inaccuracy. Whether or not the Merchant Category Code is changed is dependent upon applicable Association regulations.
 5. **Trailing Transactions.** Upon cancellation of an Account, the Participating Entity and/or Cardholder must cancel the billing of all recurring Transactions to the Account.
- C. Liability.** U.S. Bank provides a variety of liability options. The availability of liability options may differ between Card Products. Liability option availability and the liability option(s) for which Participating Entity has been approved is/are specified in the Participating Addendum.
1. **Corporate Liability.** Participating Entity is solely liable to U.S. Bank for all billed Transactions.
 2. **Joint and Several Liability.** Participating Entity and the Cardholder are jointly and severally liable to U.S. Bank for all billed Transactions.
 3. **Contingent Liability.** Cardholder is liable to U.S. Bank for all billed Transactions. Participating Entity has contingent liability, which means Participating Entity is liable for any billed Transactions that are legitimate business charges and have not been previously reimbursed by Participating Entity to the Cardholder.
 4. **Liability Exceptions.** Participating Entity may be liable for all billed Transactions, regardless of liability option specified in the Participating Addendum, in the following circumstances:
 - a. **Failure to Notify; Liability Exceptions.** Participating Entity shall immediately notify U.S. Bank of any of the following:
 - (i) Termination of employment of any Cardholder;
 - (ii) Any lost or stolen Card for which the Participating Entity has liability;
 - (iii) Any compromised Account for which the Participating Entity has liability; or
 - (iv) Any compromised information regarding Cards, Accounts or other sensitive data including, but not limited to, Account numbers, personal identification numbers, passwords, or Cardholder information.Participating Entity shall provide sufficient information as may be requested by U.S. Bank for U.S. Bank to act on such notifications. Failure of Participating Entity to provide notification may result in Participating Entity's or Cardholder's liability to pay for all Transactions on such Cards and/or Accounts notwithstanding any liability option specified in the Participating Addendum. Liability is limited to period of time from when notification should have been received to when notification is actually received and only for those Transactions that U.S. Bank cannot either charge back to the Merchant or collect directly from the Cardholder. In any event, regardless of the liability option chosen, Cardholder's liability will not exceed fifty U.S. Dollars (\$50.00).
- D. Delinquency.** If the amount shown on the Statement as the current amount due has not been paid to U.S. Bank by Participating Entity and/or Cardholder by the Due Date, U.S. Bank shall have the following rights:

1. **Suspension.** U.S. Bank shall have the right to suspend any Account that is delinquent for a period exceeding two (2) Billing Cycles.
2. **Cancellation.** U.S. Bank shall have the right to cancel any Account that is delinquent for a period exceeding three (3) Billing Cycles.
3. **Late Fees.** U.S. Bank shall have the right to bill Late Fees on all delinquent Accounts, as specified in the Participating Addendum.
4. **Collection Fees.** U.S. Bank shall have the right to recover any reasonable legal fees and/or other expenses incurred in collecting any delinquent amount on a cancelled Account.

III. SECURITY AND CONFIDENTIALITY

- A. **Security.** U.S. Bank and the Participating Entity shall safeguard information regarding Cards, Account numbers, passwords, personal identification numbers, and other sensitive information provided by U.S. Bank in a manner that is no less stringent than those applicable to each Party's own proprietary information. Each Party will utilize each Party's respective industry standards to maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of Confidential Information.
- B. **Confidentiality.** The Parties agree to the following provisions regarding the use and disclosure of Confidential Information:
 1. **Confidential Information.** For purposes of this Agreement, "Confidential Information" means information supplied by one Party ("Disclosing Party") to the other Party ("Recipient") that is expressly or implicitly protected from unrestricted use by persons not associated with Disclosing Party.
 - a. **U.S. Bank Confidential Information.** U.S. Bank and Participating Entity agree that the Commercial Card Program and/or Global Commercial Card Program is a unique service involving the exchange of proprietary and/or Confidential Information between the Parties. Participating Entity agrees that Commercial Card Program and/or Global Commercial Card Program reports, manuals, documentation, and related materials shall be circulated by it only to the extent necessary for Participating Entity to manage the Commercial Card Program or Global Commercial Card Program and/or use such information in connection with Participating Entity's business.
 - b. **Participating Entity Confidential Information.** U.S. Bank and Participating Entity agree that any non-public financial information of Participating Entity and any non-public data regarding Participating Entity Accounts, Transactions, charges, spending volume or repayment terms is Confidential Information of Participating Entity and such information shall be circulated by U.S. Bank only to the extent necessary for U.S. Bank to offer the Commercial Card Program and/or Global Commercial Card Program.
 2. **Restriction.** Participating Entity and U.S. Bank agree to take all reasonable steps to safeguard the other Party's proprietary and Confidential Information and not to release such information to any person or Party not essential to participation in the Commercial Card Program and/or Global Commercial Card Program.
 3. **Care.** The Recipient shall provide the same care to avoid an unauthorized disclosure, misuse, alteration or destruction of Confidential Information of the Disclosing Party as it provides to protect its own similar proprietary information, but in no event, less than a reasonable standard of care.
 4. **Relief.** Because damages may be difficult to ascertain, the Parties agree that in the event of any violation of Section III.B., without limiting any other rights and remedies of each other, an injunction may be sought against the Party who has breached or threatened to breach the aforementioned Section.
 5. **Exceptions.** With respect to Confidential Information, U.S. Bank and Participating Entity agree that the other may use and disclose such information for the following purposes:
 - a. **Normal Business Operations.** U.S. Bank and Participating Entity may use and disclose such Confidential Information of the other as is required by normal business operations in connection with the Commercial Card Programs and as may be required by Association Operating Regulations.
 - b. **Legal and Regulatory Requirements.** U.S. Bank and Participating Entity may use and disclose Confidential Information of the other to legal authorities, agents, auditors or regulators of U.S. Bank and Participating Entity, respectively, or as otherwise may be required by law, rule or regulation.
 - c. **Summarized Data.** U.S. Bank and Participating Entity may use and disclose Data to any third party to the extent that such Data is aggregated, summarized, or otherwise presented in a manner that does not directly or indirectly identify such Data as attributable to U.S. Bank, Participating Entity, and/or Cardholders.
 - d. **Archived Data.** U.S. Bank and Participating Entity are entitled to retain Confidential Information of the other for archival purposes as required in accordance with applicable law, rule or regulations.
 - e. **Third Parties.** Participating Entity acknowledges that portions of its Account and Transaction data are captured by third parties, including, but not limited to the Associations, third-party service providers, Merchants, and Merchant processors, during the course of normal business operations and that the confidentiality provisions of this Agreement do not extend to such third parties.

IV. TERM AND TERMINATION

- A. **Term.** This Agreement shall commence and remain in effect until the termination of the WSCA-NASPO Contract or until the termination of the Participation Addendum, whichever occurs earlier.
- B. **Termination for Cause by Either Party.** Either Party shall have the right to immediately terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on the Participating Addendum, or immediately terminate this Agreement in its entirety, by providing written notice of such termination to the other Party, upon one or more of the following events:
 1. Dissolution or liquidation of the other Party, or Parent thereof, if applicable;

2. Insolvency of, the filing of a bankruptcy or insolvency proceeding with respect to, or the appointment of a receiver or trustee for the benefit of creditors of, the other Party, or Parent thereof, if applicable or the other Party enters into any other similar proceeding or arrangement for the general benefit of its creditors;
 3. Any failure to perform a material obligation of this Agreement;
 4. If any material statement, representation or warranty of a Party, its affiliates or Parent at any time furnished to the other Party is untrue in any material respect when made;
 5. A material breach of any other agreement entered into by the Parties.
- C. Termination for Cause by Participating Entity.** Participating Entity shall also have the right to terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on the Participating Addendum, or terminate this Agreement in its entirety, by providing ten (10) days prior written notice of such termination to U.S. Bank upon one or more of the following events:
1. U.S. Bank's reduction of Participating Entity's PCL and/or ACL, as defined in Section I. B., has materially and adversely affected Participating Entity's utilization of any Card Product or the Commercial Card Program;
 2. U.S. Bank's failure to reasonably perform in accordance with a material term of any written proposal and/or presentation provided to Participating Entity by U.S. Bank in contemplation of this Agreement, provided that:
 - a. Participating Entity has worked with U.S. Bank to develop a sixty (60) day action plan to ensure U.S. Bank's performance materially complies with any aforementioned proposal and/or presentation; and
 - b. U.S. Bank has failed to successfully complete all deliverables agreed to in the action plan.
- D. Termination for Cause by U.S. Bank.** U.S. Bank shall also have the right to terminate this Agreement with respect to any Card Product and/or Ancillary Service provided on the Participating Addendum, or terminate this Agreement in its entirety, by providing ten (10) days prior written notice of such termination to Participating Entity upon one or more of the following events:
1. A material adverse change in the business prospects or financial condition of the Participating Entity;
 2. The overall relationship is unprofitable for U.S. Bank, provided that:
 - a. U.S. Bank has worked with Participating Entity to develop a sixty (60) day action plan to return the relationship to profitability; and
 - b. Participating Entity has failed to successfully complete all deliverables agreed to in the action plan.
- E. Effect of Termination.** Upon termination of this Agreement, all applicable Cards, Accounts, and/or related services shall be deemed canceled as referenced in such termination notification. Such cancellation shall be effective upon notification of termination to the other Party as referenced herein. Upon termination, Participating Entity shall instruct all Cardholders to destroy their Cards and/or any records of Account numbers. U.S. Bank shall terminate all applicable services thereunder upon a stated termination date. Participating Entity shall remain liable for all Debts arising from the use of a Card and/or Account prior to the termination date, in accordance with the liability options on the Participating Addendum.
- F. Surviving Rights.** Rights, obligations and/or liabilities that arise prior to the termination of this Agreement with respect to any Card Product and/or Ancillary Service provided on the Participating Addendum, or termination of this Agreement in its entirety, shall survive any such termination.

V. OTHER TERMS AND CONDITIONS

- A. Intellectual Property.** Participating Entity and U.S. Bank each recognizes that it has no right, title or interest, proprietary or otherwise, in or to the name or any logo, or Intellectual Property owned or licensed by the other. Participating Entity and U.S. Bank each agree that, without prior written consent of the other, it shall not use the name, any logo, or Intellectual Property owned or licensed by the other.
- B. No Third Party Beneficiaries or Claims.** Any Commercial Card Program and/or Global Commercial Card Program provided to Participating Entity by U.S. Bank is for the sole and exclusive benefit of Participating Entity and no other persons or organizations shall have any rights and/or remedies arising under or in connection with this Agreement.
- C. Limitation of Liability.** Neither Participating Entity, U.S. Bank, nor any Party's affiliates, representatives and assigns shall in any event be liable to the other party for any consequential, special, indirect, or punitive damages of any nature (including lost profits) even if such Party had been notified of their possible existence.
- D. Representations and Warranties.** Each Party represents and warrants with respect to such Party that:
1. This Agreement constitutes a valid, binding and enforceable agreement;
 2. The execution of this Agreement and the performance of the obligations hereunder are within such Party's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency or official; and do not constitute a breach of any material agreement of such Party;
 3. The execution of this Agreement and the performance of the obligations hereunder shall not cause a material breach of any duty arising in law or equity; and
 4. As of the date of this Agreement, such Party possesses the financial capacity to perform all of its obligations under this Agreement.

The Parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and the non-breaching Party shall have the right to terminate this Agreement in accordance with Section IV.B.3.

Except as expressly provided herein, U.S. Bank makes no warranties, express or implied, in law or in fact, including, without limitation, the implied warranties of fitness for a particular purpose and of merchantability, either to Participating Entity or to any other person or third party, with respect to the Commercial Card Program or the Global Commercial Card Program provided by U.S. Bank or its representatives or with respect to software services provided or made available to Participating Entity or any other person for its use by U.S. Bank in connection with this Agreement and any service thereunder.

- E. Modification or Amendment.** This Agreement shall not be modified or amended except by writing and signed by both Participating Entity and U.S. Bank.
- F. Severability.** Should any provision of this Agreement be declared invalid for any reason, such declaration shall not affect the validity of any other provision of this Agreement, which shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their commercially reasonable efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the Parties.
- G. Non-Waiver.** The failure of U.S. Bank or Participating Entity to exercise any right, power or option arising under this Agreement, or to insist upon strict compliance with the terms of this Agreement shall not constitute a waiver of this Agreement with respect to any other or subsequent breach hereof, nor a waiver by either of U.S. Bank or Participating Entity of its rights at any time thereafter to require exact and strict compliance with all the terms hereof.
- H. Binding Effect and Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- I. Interpretation of this Agreement.** The Parties expressly agree that this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation. This Agreement constitutes the entire agreement between the Parties concerning the matters addressed in this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof. Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, words importing any gender include all genders and references to agreements and other contractual instruments shall be deemed to include all present or future amendments, supplements, restatements or replacements thereof or thereto. Headings are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- J. Sole Provider.** The Parties acknowledge and agree that U.S. Bank shall be the sole provider to Participating Entity of the Card Products and Ancillary Services set forth in the Participating Addendum.
- K. Commercial Card Program and Card Issuance.** U.S. Bank has approved Participating Entity for the Commercial Card Program in the United States and shall provide the products and options indicated in the Participating Addendum. Participating Entity shall designate to U.S. Bank proposed employees who are anticipated to incur expenses on behalf of Participating Entity and who are to receive Accounts, with or without Cards, by submitting completed, duly authorized applications, in a format specified by U.S. Bank, and with any applicable consents or authorizations from such Cardholder applicant as may be required herein or in such applications. If an Account is used for Purchases or to obtain cash in a country other than the United States, the Statement shall reflect the conversion into U.S. Dollars of Transactions that occurred in a different currency and an applicable exchange rate for any such conversion. Due to fluctuations in foreign exchange rates, a credit transaction may not be in the same amount as the original debit transaction.
- L. Notice and Communication.** Except with respect to notices relating to the status of individual Cards and/or Accounts, all notices, requests and other communications provided for hereunder must be directed to the other Party at the respective addresses set forth below, unless otherwise specified herein, and must be in writing, postage prepaid or hand delivered. Either Party may change its address by written notice to the other Party.

U.S. Bank	Participating Entity
U.S. Bank National Association Corporate Payment Systems Mail Code EP-MN-A17S 901 Marquette Avenue Minneapolis, MN 55402 U.S.A. Attn: CPS Contract Services	

- M. USA PATRIOT Act.** In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank may require Participating Entity and Cardholders to provide their legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to identify each Participating Entity and Cardholders prior to establishing an Account under or in connection with the Agreement. U.S. Bank reserves the right to require that Participating Entity and Cardholders promptly provide to U.S. Bank sufficient identification documents upon request and in connection with USA PATRIOT Act compliance.
- N. Governing Law.** Except as provided to the contrary herein, the law of the state in which Participating Entity resides and applicable federal laws and regulations of the United States shall apply to all Commercial Card Program services provided by U.S. Bank under this Agreement. Notwithstanding the foregoing, the laws of the State of Minnesota and applicable federal laws and regulations of the United States shall govern Software Services provided to Participating Entity under this Agreement.
- O. Interchange Rate.** The Incentive Share opportunity described in this Agreement is based on current Interchange rates determined by the Association. These Interchange rates are subject to change by authorities outside the control of U.S. Bank. In the event of a decrease or increase in the Association's published interchange rates by five percent (5%) or more, U.S. Bank will have the right to replace the current Incentive Share opportunity with a new Incentive Share opportunity proportionate to the change of the revised Interchange rates.
- P. Other Agreements and Regulations.** In addition to this Agreement, the products and services provided to Participating Entity are subject to the following additional agreements and/or regulations:
- 1. Clearing House Operating Regulations.** Any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (collectively referred to as the "NACHA Rules");

2. **Association Operating Regulations.** Association operating rules and regulations, including, without limitation, Visa USA, Visa International, MasterCard USA, and MasterCard International; and
 3. **Cardholder Agreement.** Each Cardholder may receive a Cardholder Agreement that governs the use of the Account. Activation of the Card or Account by the Cardholder and/or use of the Card or Account by the Cardholder constitutes concurrence with the terms and conditions of the Cardholder Agreement.
- Q. **Disputes.** All disputes regarding Charges or billings for the U.S. Bank Commercial Card Program shall be communicated in writing through Access Online or by mail within sixty (60) days of statement date to U.S. Bank at the address set forth below:

U.S. Bank
P.O. Box 6344
Fargo, ND 58125-6344 U.S.A.

- R. **Customer Service.** Participating Entity and Cardholders may call the following telephone numbers to report termination of employment of any Cardholder, lost or stolen Cards or compromised Accounts, or to ask questions about Commercial Card Program Services or U.S. Bank Accounts.

800-344-5686 (Program Services)	24 hours per day / 7 days per week
877-887-9260 (Cardholders, Software Customer Service)	24 hours per day / 7 days per week
877-452-8083 (Program Administrator, Software Customer Service)	6:30 a.m.-8:00 p.m., CST Monday-Friday

VI. DEFINITIONS

- A. **Definitions.** All capitalized terms used in this Agreement are defined herein and shall have the following meaning:
1. **"Account"** means any account established by U.S. Bank pursuant to this Agreement in the name of Participating Entity, Participating Entity Agencies or Political Subdivisions and/or Cardholders, to which Debt is charged, regardless of whether or not a Card is issued in conjunction with such account.
 2. **"Affiliate"** means a Person that directly or indirectly controls, is controlled by, or is under common control with, the Person specified.
 3. **"Ancillary Services"** means any additional services offered in conjunction with an Account, including but not limited to U.S. Bank Expense Management.
 4. **"Association"** means, collectively, the Persons who govern commercial card issuance, including, without limitation, Visa USA, Inc., Visa International Service Association, Inc., MasterCard USA, and MasterCard International.
 5. **"Billing Cycle"** means the period of time from which a Statement is generated until the next Statement is generated.
 6. **"Card"** means, in connection with an Account, any commercial charge card issued by U.S. Bank pursuant to this Agreement in the name of Participating Entity and/or Cardholders.
 7. **"Cardholder"** means an individual employee of Participating Entity, named as the holder of the Account or using the Account in the name of Participating Entity, regardless of whether a physical card is issued in conjunction with the Account.
 8. **"Cardholder Agreement"** means the U.S. Bank Cardholder agreement in standard form between U.S. Bank and the Cardholder.
 9. **"Card Products"** means the standard U.S. Bank commercial card product offerings, including but not limited to the Purchase Card, Corporate Card, Managed Spend Card, Executive Card, One Card, Global Card.
 10. **"Central Billing Account"** means any Account used for consolidating Transactions from one or more other Accounts for centralized corporate billing purposes. Central Billing Account includes, but is not limited to "Central Billing Accounts", "Central Travel Accounts" (CTA) and "Central Travel System Accounts" (CTS).
 11. **"Charge"** means any transaction posted to an Account that has a debit value, including without limitation, Purchases, Cash Advances, and Fees.
 12. **"Charge-off"** means any amount due and owing that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
 13. **"Commercial Card Program"** means the Card Products and Ancillary Services offered by U.S. Bank or a Participating Bank.
 14. **"Control"** or **"Controlled"** means, with respect to a Person, the possession, directly or indirectly, of the power to direct or cause the direction of management or policies (whether through ownership of securities or partnership, membership or other ownership interests, by contract or otherwise) of such Person.
 15. **"Data"** means the information regarding or in connection with Accounts and/or Transactions associated with the Commercial Card Program and/or any such information provided by a Lead and/or Participating Bank associated with the Global Commercial Card Program.
 16. **"Debt"** means all amounts charged to an Account including without limitation all amounts related to Charges that are owed to U.S. Bank by Participating Entity, Participating Entity Agencies and Political Subdivisions, and/or Cardholders.
 17. **"Due Date"** means, with respect to a Statement, the date, as measured by the number of days after the Statement Date, for which the payment of Debt that is listed on the Statement is due.
 18. **"Fees"** means all fees that are posted to an Account and due and payable to U.S. Bank by Participating Entity, Participating Entity Agencies and Political Subdivisions, and/or its Cardholders that are associated with any

- Commercial Card Program and/or Global Commercial Card Program, including but not limited to Cash Advance, Foreign Transaction and Late Fees.
19. "Foreign Transaction Fee" means the fee U.S. Bank charges on the amount of any Debt or other Transaction posted to an Account that is not in the same currency in which the Account is billed and which must be converted to the currency used for billing purposes.
 20. "Fraudulent Charges" mean those Charges which are not initiated, authorized or otherwise requested by Participating Entity and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Participating Entity and/or a Cardholder.
 21. "Intellectual Property" or "Intellectual Property Rights" means any patent rights, copyrights, trade secrets, trade names, service marks, moral rights, know-how and any other similar rights or intangible assets recognized under any laws or international conventions, and in any country or jurisdiction in the world, as intellectual creations to which rights of ownership accrue, and all registrations, applications, disclosures, renewals, extensions, continuations or reissues of the foregoing now or hereafter in force.
 22. "Late Fee" means the fees associated with any Debt that remains unpaid to U.S. Bank by Participating Entity and/or Cardholders after the Due Date on the Statement.
 23. "MasterCard" means MasterCard® USA, Inc., MasterCard International, and any other MasterCard entity identified in the Participating Addendum.
 24. "Merchant" means any entity that has entered into an agreement that governs the acceptance of Cards.
 25. "Merchant Category Code" means the code established by the Associations that identifies and classifies goods or services offered by a Merchant. Each Merchant designates its Merchant Category Code to the applicable Association.
 26. "Parent" means any Person that Controls a Party.
 27. "Party" means any one of U.S. Bank or Participating Entity, and "Parties" means U.S. Bank and Participating Entity.
 28. "Past Due Balance" means, with respect to a Statement, the total amount of any Debt which remains unpaid to U.S. Bank by Participating Entity and/or Cardholder after the Due Date specified on such Statement.
 29. "Person" means any corporation, company, limited liability company, general partnership, limited partnership, limited liability partnership, unincorporated association, trust, joint venture, estate or other judicial entity or any governmental body.
 30. "Political Subdivision Addendum" means the Commercial Card Program Political Subdivision Addendum used by Political Subdivisions to join Participating Entity's Commercial Card Program.
 31. "Program Administrator" means the employee designated by Participating Entity to serve as the primary point of contact between Participating Entity and U.S. Bank and shall be trained and have thorough knowledge of Commercial Card Programs offered by U.S. Bank to Participating Entity.
 32. "Purchase" means a purchase of goods and/or services that is charged to an Account.
 33. "Statement" means, with respect to one or more Accounts, a periodic billing Statement from U.S. Bank listing all Transactions posted to such Accounts.
 34. "Summary Statement" means, with respect to one or more Accounts, a billing Statement that provides only an aggregate amount of all Transactions posted to such Accounts.
 35. "Transaction" means any activity posted to an Account, both debit and credits, including but not limited to Purchases, Cash Advances, Fees and payments.
 36. "U.S. Bank Expense Management" means the automated expense management and reporting solution offered by U.S. Bank.
 37. "Visa" means Visa® USA, Inc., Visa International Service Association, Inc. and any other Visa entity

APPENDIX 3: U.S. BANK FLEET CARD AGREEMENT

This Fleet Card Agreement (the "Fleet Card Agreement") governs the U.S. Bank Fleet Program provided by the WSCA-NASPO Cooperative Purchasing Program Commercial Card Solutions Contract #00612, Category 2 (the "Fleet Card Contract") and is an attachment to the Participating Addendum entered into by and between U.S. Bank National Association ("U.S. Bank") and the Participating Entity which is a signatory to that Participating Addendum ("Participating Entity").

1. **EFFECTIVE DATE.** The date of execution of the Fleet Card Contract by the latter of the State of Washington and U.S. Bank shall be the "Effective Date" of the Fleet Card Program.
2. **PARTICIPATION.** Certain entities designated by Participating Entity may participate in the Fleet Card Program.
 - A. "Participating Entity Agencies" means those Participating Entity departments and agencies that rely upon the Participating Entity for funding, or are appropriated funds by the Participating Entity for the charges on the Accounts issued to the employees of those departments and agencies. In order for Participating Entity Agencies to participate in the Fleet Card Program, the Participating Entity will furnish to U.S. Bank a Participating Entity Agency Addendum listing those agencies allowed to participate. The Participating Entity has the right to exclude any agencies from the Fleet Card Agreement by providing written notice to U.S. Bank at any time.
 - B. "Political Subdivisions" means any municipalities, counties, and institutions of higher education that do not rely upon the Participating Entity for funding. Political Subdivisions may participate in this Fleet Card Program upon credit approval by U.S. Bank and upon the signing and submission of a properly completed Political Subdivision Addendum.
3. **SCOPE OF FLEET CARD PROGRAM.** U.S. Bank issues charge cards and has established a transaction processing, reporting and payment system for purchases of motor fuels and other products and services by fleet vehicle operations. Participating Entity shall be responsible for selecting a personal identification number ("PIN"), a driver identification number ("Driver ID"), and/or a vehicle identification number ("Vehicle ID") pursuant to the Fleet Card Program. Unless U.S. Bank notifies Participating Entity to the contrary, or a Fleet Card has been terminated as provided herein, all Fleet Cards will expire upon the expiration or termination of this Fleet Card Agreement.
4. **SOLE PROVIDER OF FLEET CARD SERVICES.** The Parties acknowledge and agree that U.S. Bank shall be the sole provider to Participating Entity of Fleet Cards and services pertaining to the Fleet Card Program.
5. **LIABILITY.**
 - A. Except as expressly provided to the contrary herein, Participating Entity shall be liable for all Charges Incurred or arising by virtue of the use of a Fleet Card.
 - B. Participating Entity shall immediately, upon receipt of such information, notify U.S. Bank of any lost or stolen Fleet Cards, compromised Accounts or Account Information or to cancel Fleet Cards, Accounts, or Account access. Such notification and/or request for cancellation can occur by telephone, in writing, or by any agreed to electronic means. Addresses and telephone numbers at the time of this writing appear at the end of this Section 5B. After notification has been made to U.S. Bank use of such Fleet Cards or Accounts is expressly prohibited. Failure to notify U.S. Bank immediately of lost or stolen Fleet Cards, compromised Accounts or Account Information, or to request cancellation of Fleet Cards, Accounts or Account access, as required by this Section 5, may result in Participating Entity's liability for any Charges on such Fleet Cards or Accounts. Participating Entity shall not be liable for use of such Fleet Cards or Accounts following receipt by U.S. Bank of the notice required herein. Participating Entity agrees to assist U.S. Bank in determining the facts, circumstances and other pertinent information related to any loss or possible unauthorized use of Fleet Cards, Accounts or Account Information, and to comply with such procedures as may be required by U.S. Bank in connection with the investigation. Such procedures may include the submission of pertinent information in writing, within sixty (60) days of the date of the loss. Notwithstanding the foregoing, U.S. Bank shall continue to process all claims for lost, stolen or unauthorized use of Fleet Cards or Accounts whether or not such information is submitted within sixty (60) days of the loss. In any event, Participating Entity acknowledges that by complying with all such procedures losses by both parties may be limited. Additionally, notwithstanding the foregoing, since Cardholders have no liability to U.S. Bank for lost, stolen or cancelled Fleet Cards or Accounts, should Participating Entity separately hold a Cardholder liable for any such loss related to unauthorized use by someone other than the Cardholder, Participating Entity agrees to advise Cardholder, in advance, of any liability that may be imposed on a Cardholder and Participating Entity acknowledges that any such liability imposed on any Cardholder cannot exceed fifty U.S. dollars (\$50.00). U.S. Bank is not responsible for controlling the use of any Fleet Card(s), Account(s) or Account Information, other than as specifically provided herein. Notification can be made by telephone to 800-987-6591, in writing to U.S. Bank at PO Box 13050 Overland Park, KS 66282-3050 OR by facsimile at 800-987-6592.
 - C. Participating Entity agrees to use fraud controls provided by U.S. Bank and acknowledges that such use is required in order to exercise any recovery from U.S. Bank. At minimum, Participating Entity agrees to: (1) ensure that Account information and Fleet Cards are safeguarded and kept separate and apart from one another, and (2) have daily transaction and spending limits in place on Fleet Cards based on the spending needs of their drivers. U.S. Bank shall not be liable for any losses due to fraud if Participating Entity fails to demonstrate that both such fraud controls are in effect and actively used.
 - D. Subject to the terms set forth this Section 5, U.S. Bank agrees it shall be liable for fraudulent charges incurred or arising

by the use of Fleet Cards in the Fleet Card Program, however, U.S. Bank shall not in any event be liable for any employee or Cardholder misuse of a Fleet Card.

6. **PRICING.** Participating Entity shall pay to U.S. Bank the fees as set forth on Addendum A, attached hereto and made a part hereof. U.S. Bank reserves the right to renegotiate pricing in subsequent years of the Fleet Card Agreement if Participating Entity's estimated billing volume is substantially inaccurate.
7. **FINANCE CHARGES.** A Finance Charge can be avoided if U.S. Bank receives payment of Participating Entity's "New Balance" within twenty five (25) days of the statement closing date (the "Statement Date"). If Participating Entity's New Balance is not paid in full, a Finance Charge will be computed using the average daily balance ("ADB"). To arrive at the ADB, U.S. Bank will take the beginning balance on Participating Entity's Account each day, add debits and any new purchases (except in the states of IL, ME, MA, MN, MS, MT, and NM) from the date of posting (if the New Balance is not received), then subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the "Daily Balance." U.S. Bank will then add all the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result will be the ADB. The Finance Charge will be determined by multiplying the ADB by a Periodic (monthly) Rate for Participating Entity's state of mailing address as shown in Section 20, Notices, below.

State of Mailing Address	ADB	Periodic (monthly) Rate	Annual Percentage Rate
AK	\$0.00 - \$1,000.00	1.50%	18.0%
	Over \$1,000.00	0.83%	10.0%

8. **DELINQUENCY.** The Fleet Card Account will become delinquent unless U.S. Bank receives the amount shown on the Statement as Total Payment Due, less any disputed amounts, before the next billing date (approximately twenty five (25) days). Any unpaid portion of the Total Payment Due will be shown on subsequent Statements as the "Past Due Amount." The Fleet Card Account will be suspended if any part of the Past Due Amount is unpaid for three (3) billing dates. In the event of Participating Entity's delinquency, U.S. Bank may elect to terminate this Fleet Card Agreement immediately upon notice to Participating Entity. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.
9. **BILLING PROCEDURE.** U.S. Bank will send to Participating Entity a monthly billing statement (the "Statement"), which will itemize all charges for the billing period. The amount shown on the Statement as "Total Payment Due" shall be due and payable in U.S. Dollars upon Participating Entity's receipt of the Statement.
10. **DISPUTED BILLINGS.** Disputes regarding charges or billings hereunder shall be communicated by phone to U.S. Bank 1-800-987-6591. Written notice is not required but may be submitted to U.S. Bank by email to fueldisputes@usbank.com. Whether by phone or in writing communications should include Participating Entity's and, if applicable, the Participant's name(s) and account number, the dollar amount of any dispute or suspected error and a description of the dispute or error. Any communication regarding a dispute or suspected error must be received by U.S. Bank within sixty (60) days after the date on the billing statement on which the disputed or incorrect charge first appeared. Disputed billings are categorized as, but not necessarily limited to, failure to receive goods or services charged, fraud, forgery, altered charges and charges incurred by telephone order where the authenticity of the charge is in question.
11. **TERM, TERMINATION AND SUSPENSION.**
 - A. This Fleet Card Agreement shall remain in full force and effect for an initial term of five (5) years from the Effective Date of this Fleet Card Agreement, and shall continue thereafter until terminated by either Participating Entity or U.S. Bank upon ninety (90) days prior written notice to the other Party. The effective date of termination shall be stated in such written notice of termination. All Fleet Cards and related accounts shall be deemed canceled effective upon termination of this Fleet Card Agreement.
 - B. Notwithstanding the foregoing, either Party shall have the right to terminate this Fleet Card Agreement immediately, by written notice of such termination to the other Party, upon any one (1) or more of the following events:
 - (i) Dissolution or liquidation of the other Party;
 - (ii) Insolvency of the other Party or the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors or the other Party enters into an arrangement with its creditors;
 - (iii) Any material and adverse change in the financial condition of the other Party;
 - (iv) Any failure to perform a material obligation of this Fleet Card Agreement.
 - C. Upon termination of this Fleet Card Agreement for any reason, Participating Entity shall destroy all Fleet Cards. Participating Entity shall remain liable for all purchases, fees, Finance Charges and other charges incurred or arising by virtue of the use of a Fleet Card prior to the termination date.
 - D. U.S. Bank shall have the right to suspend any and all services and obligations under this Fleet Card Agreement to Participating Entity in the event that: (i) Participating Entity has breached any term of this Fleet Card Agreement; (ii) the amount due from Participating Entity, as the result of purchases, fees, Finance Charges and other such charges, in the aggregate, exceeds the credit limit established pursuant to Section 16; or (iii) payment is not received by U.S. Bank within ninety (90) days after any Statement Date.
 - E. Rights, obligations or liability, which arise prior to the suspension or termination of this Fleet Card Agreement, shall survive the suspension or termination of this Fleet Card Agreement.

12. CONFIDENTIALITY.

- A. U.S. Bank considers the Fleet Card Program to be a unique service involving proprietary information of U.S. Bank. Participating Entity agrees that Fleet Card Program reports, manuals, documentation and related materials (whether or not in writing) will be circulated only to persons, and only to the extent necessary, in order that Participating Entity may participate in the Fleet Card Program. Participating Entity and Participants agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any person or party not essential to participation in the Fleet Card Program as herein described.
- B. U.S. Bank agrees that it will maintain all data relative to Participating Entity's account(s) under the Fleet Card Program as confidential information and will exercise the same standard of care and security to protect such information as U.S. Bank uses to protect its own confidential information. U.S. Bank agrees to use such data exclusively for the providing of services to Participating Entity and Participants hereunder and not to release such information to any other party; provided, however, that U.S. Bank may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Participating Entity or Participants.

13. INDEMNIFICATION.

- A. Except to the extent that any injury is due to Participating Entity's or a Participant's negligent acts or omissions, U.S. Bank shall indemnify and hold Participating Entity and Participants harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of U.S. Bank, its agents, employees and subcontractors. U.S. Bank shall indemnify and hold Participating Entity and Participants harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Fleet Card Agreement.
- B. BANK SHALL IN NO EVENT BE LIABLE TO PARTICIPATING ENTITY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

14. WARRANTIES.

- A. The Parties agree that the failure of any of the below representations and warranties to be true during the term of this Fleet Card Agreement shall constitute a material breach of this Fleet Card Agreement and the non-breaching Party will have the right, upon notice to the other Party, to immediately terminate this Fleet Card Agreement and all amounts outstanding hereunder shall be immediately due and payable.
- B. Participating Entity warrants that:
 - (i) The financial information and all other information provided to U.S. Bank by Participating Entity or its officers, employees, agents, successors and assigns is true, complete and accurate;
 - (ii) This Fleet Card Agreement constitutes a valid, binding and enforceable agreement of Participating Entity;
 - (iii) The transaction contemplated by this Fleet Card Agreement is within the scope of the normal course of business and does not require further authorization for Participating Entity to be duly bound by this Agreement;
 - (iv) The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement are within Participating Entity's powers; have been authorized by all necessary action; and do not constitute a breach of any agreement of Participating Entity with any party;
 - (v) Participating Entity has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Fleet Card and/or participation in the Fleet Card Program;
 - (vi) The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement will not cause a breach by it of any duty arising in law or equity; and
 - (vi) Participating Entity possesses the financial capacity to perform all of its obligations under this Fleet Card Agreement.
- C. U.S. Bank warrants that:
 - (i) This Fleet Card Agreement constitutes a valid, binding and enforceable agreement of U.S. Bank;
 - (ii) The execution of this Fleet Card Agreement and the performance of its obligations under this Fleet Card Agreement are within U.S. Bank's powers; have been authorized by all necessary action; do not require action by or approval of any governmental or regulatory body, agency or official; and do not constitute a breach of any agreement of U.S. Bank with any party;
 - (iii) U.S. Bank has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the Fleet Card Program;
 - (iv) The execution of this Fleet Card Agreement and the performance of U.S. Bank's obligations under this Fleet Card Agreement will not cause a breach by it of any duty arising in law or equity; and
 - (v) U.S. Bank possesses the financial capacity to perform all of its obligations under this Fleet Card Agreement.

15. FINANCIAL INFORMATION. Since this Fleet Card Agreement is for an extension of credit with a financial institution and not a vendor services agreement, Participating Entity shall provide information as requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp (the parent company of U.S. Bank) or any of its subsidiaries, Participating Entity shall provide audited financial statements, prepared by Participating Entity's independent certified public accountant, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of company. In the event U.S. Bank requires additional information to conduct its review of company, Participating Entity agrees to provide to U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Participating Entity as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.

16. AGGREGATE PRODUCT CREDIT LIMIT AND ACCOUNT CREDIT LIMITS. Subject to credit approval by U.S. Bank, an account credit limit (an "ACL") for each Account and an aggregate product credit limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Fleet Card Agreement.

A. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Participating Entity of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such notice, Participating Entity shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.

B. **Revising ACLs.** U.S. Bank, at its sole discretion, shall have the right to revise any ACL.

(i) **Participating Entity Accounts.** U.S. Bank shall provide notice to Participating Entity of any decrease in an ACL which results in a revised ACL that is lower than the aggregate current amount outstanding on the Account. Upon such event, Participating Entity shall have ten (10) days to make a payment to U.S. Bank on the Account that is sufficient to reduce the aggregate current amount outstanding for such Account to an amount that is equal to or less than the revised ACL.

(ii) **Fraudulent Activity.** U.S. Bank may revise any ACL and/or limit spending activity on any Account for which fraudulent activity is suspected.

17. REGISTERED MARKS AND TRADEMARKS. Participating Entity and U.S. Bank each recognize that they have no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by the other Party. Participating Entity and U.S. Bank each agree that, without prior written consent of the other Party, they will not use the name or any name, logo, copyright, service mark or trademark owned or licensed by the other Party.

18. SURVIVABILITY OF PAYMENT OBLIGATIONS, RIGHTS AND REMEDIES. The obligation of Participating Entity to make payments as herein set forth shall continue until fully performed. Any rights and remedies Participating Entity or U.S. Bank may have with respect to each other arising out of either Party's performance of services or obligations hereunder shall survive the expiration or termination of this Fleet Card Agreement.

19. GOVERNING LAW. The validity, interpretation and performance of this Fleet Card Agreement will be controlled by and construed under the laws of the State of where Participating Entity is located (without giving effect to the conflict of law principles thereof) and applicable federal laws.

20. NOTICES. Except with respect to notices relating to the status of Individual Fleet Cards which may be established in writing between U.S. Bank and Participating Entity or a Participant, all notices, requests and other communication provided for hereunder must be directed to the other Party at the respective addresses indicated below and, unless otherwise specified herein, must be in writing, postage prepaid or hand delivered or delivered by telecopy. Either Party may, by written notice to the other, change its address indicated below.

U.S. Bank	Participating Entity
U.S. Bank National Association Corporate Payment Systems Mail Code EP-MN-A17S 901 Marquette Avenue Minneapolis, MN 55402 U.S.A. Attn: CPS Contract Services	

21. EMPLOYMENT OF AGENTS. U.S. Bank may, in its sole discretion, employ agents to perform part or all of its obligations under this Fleet Card Agreement at any time without the consent of Participating Entity; provided, however, that such action shall not affect its obligations to Participating Entity hereunder.

22. MISCELLANEOUS.

A. **Complete Agreement; Amendments.** This Fleet Card Agreement constitutes the complete understanding between the Parties with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. No failure on the part of either Party to exercise, and no delay in exercising any right under this Fleet Card Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Fleet Card Agreement preclude any other or further exercise thereof or the exercise of any other right.

B. **Successors and Assigns.** This Fleet Card Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that this Fleet Card Agreement may not be assigned by Participating Entity without the prior written approval of U.S. Bank or its designate, which shall not unreasonably be withheld or delayed.

C. **Severability.** Should any provision of this Fleet Card Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Fleet Card Agreement had been executed with the invalid provision(s) eliminated. The Parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Fleet Card Agreement and the intent of the Parties.

- D. USA PATRIOT Act.** In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank requires Participating Entity to provide its legal entity name, street address, taxpayer identification number and other information that will allow U.S. Bank to Participating Entity prior to establishing an account for such entity. U.S. Bank reserves the right to require that Participating Entity promptly provide to U.S. Bank sufficient identification documents upon request in connection with USA PATRIOT Act compliance.
- E. Headings.** The headings of the sections of this Fleet Card Agreement are intended for the convenience of the Parties only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.

APPENDIX 4: U.S. BANK PRODUCT DESCRIPTIONS

1. **U.S. Bank Purchase Card.** The U.S. Bank Purchase Card is a charge card designed for use by Cardholders to charge goods and services related to the business activities of Participating Entity. U.S. Bank also provides central purchase accounts, which can be used for the same purpose, but without the issuance of a physical card.
2. **U.S. Bank One Card.** The U.S. Bank One Card is a charge card designed for use by Cardholders that combines Corporate and Purchase Card capabilities on a single Account. The One Card can be utilized for travel and entertainment related expenses as well as to charge goods and services related to the business activities of Participating Entity.
3. **U.S. Bank Fleet Card.** The U.S. Bank Fleet Card on the Voyager Network is a Corporate Liability charge card designed for purchases of motor fuels and other products and services by fleet vehicle operations using a transaction processing, reporting and payment system established by U.S. Bank.
4. **U.S. Bank Managed Spend Card.** The U.S. Managed Spend Card is a specialized corporate liability card with declining balance functionality designed for use by Participating Entitys or Cardholders to charge business related goods and services. Unless requested for a different duration, Managed Spend has a term of twelve (12) to thirty-six (36) months. U.S. Bank also provides Managed Spend Central Billing Accounts, which can also be used for business or relocation expenses. Based on the credit worthiness of Participating Entity and/or its Cardholder, U.S. Bank, at its sole discretion, shall establish a credit limit of no less than five hundred U.S. Dollars (\$500.00).
5. **U.S. Bank Emergency Response Card.** The U.S. Bank Emergency Response Card is a corporate liability charge card designed for use by Cardholders under unusual or special circumstances such as disaster relief/recovery efforts. Participating Entity provides the Emergency Response Card to Cardholders to charge goods and services against a Corporate billed account.
6. **U.S. Bank Corporate Card.** The U.S. Bank Corporate Card is a charge card designed for use by Cardholders to charge travel, entertainment and other goods and services that are related to the business activities of Participating Entity. U.S. Bank also provides central travel accounts, which can be used for the same purpose, but without the issuance of a physical card.

**APPENDIX 5:
APPLICABLE CARD FEES AND REBATE INFORMATION**

	Commercial Card Fees	Charge
1.	Annual Card Fee	\$0.00
2.	Non-Sufficient Funds Fee, all Products, per occurrence	\$15.00
3.	Cash Advance Fee, all Products • Minimum Advance Fee	2.0% \$2.00
4.	Logo Embossing Fee; a two-week delay may occur with Card issuance and implementation	\$0.00
5.	Delinquency Fee, Purchasing or One Cards and Enhancements • Not Paid by Due Date on entire past due amount • Not Paid by each subsequent Billing Cycle on the entire past due amount • Minimum Late Fee	1.0% 2.5% \$2.00
6.	Delinquency Fee, Corporate • Not Paid by Due Date on entire past due amount • Not Paid by each subsequent Billing Cycle on the entire past due amount • Minimum Late Fee	0.0% 2.5% \$2.00
7.	Travel Accident Insurance Fee. Common Carrier Travel Accident Insurance for Corporate and/or One Cards is provided at no charge with a benefit amount of two hundred fifty thousand U.S. Dollars (\$250,000.00). Entity and/or Participant must notify U.S. Bank of the use of Central Billing Accounts for booking of travel to ensure appropriate insurance coverage is in place.	\$0.00
8.	Foreign Transaction Fee, all Products. Fee applies to transactions taking place outside the United States not in U.S. Dollars. U.S. Bank reserves the right to raise fee with sixty (60) days prior written notice to Entity.	2.5%

	Fleet Card Fees The following fees will only be assessed to Government Entities and are subject to change without prior notice.	Charge
1.	Account Set Up – one-time fee	\$0.00
2.	Fleet Card Fees – monthly fee dependent on number of cards • 7-25 cards • 26-100 cars • 101-200 cards	\$0.00 \$0.00 \$0.00
3.	Invoice, including statement, payments, adjustments and taxes	\$0.00
4.	Driver Report	\$0.00
5.	Exception Report	\$0.00
6.	Service Station Activity Report	\$0.00
7.	Product Purchase Summary	\$0.00
8.	Fleet Commander Online web access by user	\$0.00
9.	Card delivery charge when overnight delivery service used	\$20.00
10.	Expense Summary by Business Unit	\$0.00
11.	Logo Embossing Fee; a two-week delay may occur with Card issuance and implementation.	\$0.00
12.	Foreign Currency Fee. a foreign currency conversion fee ("Foreign Currency Conversion Fee") for transactions made outside the United States; the Statement will reflect the conversion into U.S. Dollars on transactions that occurred in a different currency and an applicable exchange rate for such conversions.	2.0%
13.	Finance Charges. Assessed on balances not paid by due date on statement at a periodic rate in accord with Entity's state rate as set forth herein and based on the Average Daily Balance ("ADB"). To calculate, U.S. Bank will take the beginning balance on Entity's account each day, add debits and any new purchases (except in the states of IL, ME, MA, MN, MS, MT, and NM) from the date of posting (if the New Balance is not received), then subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the "Daily Balance." U.S. Bank will then add all the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result will be the "Average Daily Balance."	Periodic Rate APR

Incentive Share	Corporate Liability Purchase, Corporate, and One Cards Incentive Payments. Contingent Liability and Joint and Several Liability Corporate Cards are not included in Incentive Share Components 1, 2, and 3.	Rebate BPS	Paid
1	Each Participating Entity will receive a basis point (percentage) of their quarterly sales volume. The Formula to determine quarterly volume incentive share: Quarterly volume sales per entity - qualifying large ticket volume X basis points (percentage) = Participating Entity Quarterly Volume Incentive	130	Quarterly
2	A Prompt Payment Incentive will be offered to each Entity. The Prompt Payment Incentive calculation is designed to provide an incentive to each Entity, when Client Held Days is less than forty-five (45) days. Client held days cannot be less than zero (0) The Prompt Payment Incentive is based solely on the Client Held Days Payment Performance for each Entity for each Agreement Quarter (3 calendar months). The Formula to determine Prompt Payment Incentive: (45 - Client Held Days) / 45 x 0.0045 x Quarterly Sales Volume		Quarterly
3	Large Ticket Incentive-Entity will receive an Incentive for qualifying large ticket transactions. Qualifying large ticket transactions will be subject to the same speed of pay incentive. Contractor will provide a quarterly report identifying all qualifying large ticket transactions to each Entity. The formula for calculating Large Ticket Incentive is: Qualifying Quarterly Large Ticket volume sales per Entity x basis points (percentage) = Entity Large Ticket Volume Incentive.	75	Quarterly
4	Annual Sales Volume Incentive- Each participating state will receive an additional WSCA-NASPO Annual Sales Volume Incentive based on a tier established from all WSCA-NASPO participating states annual volume and applied to each state's annual sales volume. The formula for calculating WSCA-NASPO Annual Sales Volume Incentive is: Participating state annual sales volume (all products) X applicable basis points (percentage) corresponding to the Tier established for the Annual Overall WSCA-NASPO Sales Volume (all product) = WSCA/NASPO Participating State Annual Sales Volume Incentive. <div style="text-align: right;"> \$500,000,000 - \$2,000,000,000 \$2,000,000,001 - \$3,000,000,000 \$3,000,000,001 - \$4,000,000,000 \$4,000,000,001 - \$5,000,000,000 </div> Note: Notwithstanding the foregoing, if a political subdivision in a non-participating state is allowed to join the contract, the Annual Aggregate State rebate component will be negotiated between the Bank, WSCA/NASPO and that political subdivision so long as the net bps available for this component are not diminished.	45 45 45 45	Annually

MINIMUM REQUIREMENTS

If Any Entity does not earn at least \$75.00 in Incentive Share for Category 1 Incentive Share Components 1 through 3 and Category 2 Incentive Share Components 1 through 2 will forfeit Incentive share for the preceding quarter.

Any Incentive Share payment made pursuant to the Contract will be net of accumulated Charge-offs resulting from participation in Contractor programs regardless of whether the underlying Contract between the parties is valid or has been terminated.

In the event that the Card Program or the Contract is terminated prior to the completion of the Base Period or prior to the completion of any Agreement Quarter after the completion of the Base Period by Entity without cause, or by Contractor with cause, and/or the sole provider provision of this Contract is violated, in addition to any other remedies available to Contractor, this Incentive Share opportunity shall immediately terminate and no Incentive Share shall be paid to Entity.

Any Charge-offs in excess of the net Incentive Share from one (1) Agreement Quarter will be subtracted from one (1) or more of the following Agreement Quarters. Upon termination of the Contract, if the net Incentive Share is a negative dollar amount due to Charge-offs, Contractor may request, and Entity agrees to reimburse, Contractor up to the dollar amount previously paid by Contractor to Entity within thirty (30) days of the termination of the Contract.

Incentive Share	Fleet Card Incentive Payments	Rebate BPS	Paid
1	Participating Entity Volume-Entity will receive a basis point (percentage) of their quarterly sales volume. The Formula to determine quarterly volume incentive share: Quarterly volume sales per entity - qualifying large ticket volume X basis points (percentage) = Entity Quarterly Volume Incentive	130	Quarterly
2	Participating Entity Prompt payment-A prompt payment incentive will be offered and is designed to provide an Incentive to each entity when Client Held Days is less than 45 days. Client held days cannot be less than zero (0) The Prompt Payment Incentive is based solely on the Client Held Days Payment Performance for each Entity for each Agreement Quarter (3 calendar months).The Formula to determine Prompt Payment Incentive: (45 - Client Held Days) / 45 x 0.0045 x Quarterly Sales Volume		Quarterly
3	All WSCA-NASPO States Annual Volume Incentive(per State) <div style="text-align: right;"> \$50,000,000 - \$100,000,000 \$100,000,001 - \$300,000,000 \$300,000,001 - \$500,000,000 \$500,000,001 - \$1,000,000,000 </div> Note: Notwithstanding the foregoing, if a political subdivision in a non-participating state is allowed to join the contract, the Annual Aggregate State rebate component will be negotiated between the Bank, WSCA/NASPO and that political subdivision so long as the net bps available for this component are not diminished.	40 41 43 45	Annually

MINIMUM REQUIREMENTS

Any Entity does not earn at least \$75.00 in Incentive Share for Category 1 Incentive Share Components 1 through 3 and Category 2 Incentive Share Components 1 through 2 will forfeit Incentive share for the preceding quarter.

Any Incentive Share payment made pursuant to the Contract will be net of accumulated Charge-offs resulting from participation in Contractor programs regardless of whether the underlying Contract between the parties is valid or has been terminated.

In the event that the Card Program or the Contract is terminated prior to the completion of the Base Period or prior to the completion of any Agreement Quarter after the completion of the Base Period by Entity without cause, or by Contractor with cause, and/or the sole provider provision of this Contract is violated, in addition to any other remedies available to Contractor, this Incentive Share opportunity shall immediately terminate and no Incentive Share shall be paid to Entity.

Any Charge-offs in excess of the net Incentive Share from one (1) Agreement Quarter will be subtracted from one (1) or more of the following Agreement Quarters. Upon termination of the Contract, if the net Incentive Share is a negative dollar amount due to Charge-offs, Contractor may request, and Entity agrees to reimburse, Contractor up to the dollar amount previously paid by Contractor to Entity within thirty (30) days of the termination of the Contract.

APPENDIX 6: DEFINITIONS

1. "Account" means any account number to which charges and payments may be posted.
2. "Addendum Quarter" means a three (3) month period beginning with the first such period following the effective date of the Participating Addendum.
3. "Addendum Year" means a twelve (12) month period beginning with the first such period following the effective date of the Participating Addendum.
4. "Charge-off" means any amount due and owing to U.S. Bank or its Affiliates by Participating Entity that remains unpaid for one hundred fifty (150) days after the date that it was first billed.
5. "Client Held Days" means the number of days from billing cycle date to the date U.S. Bank applies payment (annual per statement cycle average).
6. "Client Held Days Payment Performance" means the average speed of repayment of Charges made for each Addendum Year and will be calculated as File Turn Days Payment Performance less fifteen (15) days.
7. "File Turn Days" means the number of days from the date U.S. Bank posts a charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates.
8. "Fraudulent Charges" means those Charges which are not initiated, authorized or otherwise requested by Participating Entity, its Participants, and/or a Cardholder by any means (electronic, telephonic or written) and do not directly or indirectly benefit Participating Entity, its Participants, and/or a Cardholder.
9. "Incentive Share" means actual monies paid to each Participating Entity based on volume and speed of pay.
10. "Large Ticket Transaction" means a transaction which qualifies for an incentive interchange rate that is lower than the standard interchange provided on a card transaction. Transaction size to qualify will vary over time with interchange rate changes set by card networks. Large ticket interchange rates may require the merchant to provide additional enhanced data to qualify for the lower rate, however exceptions to this requirement can occur.
11. "Net Annual Charge Volume" means all charges set forth on the Statements furnished for all Accounts, less fees, cash advances, Fraudulent Charges, chargebacks, charges qualifying for large transaction interchange rates and amounts Charged-off by U.S. Bank with respect to such Accounts as uncollectible for each Addendum Year.
12. "Quarterly Sales Volume" means all Charges set forth on the Billing Statements furnished for all Accounts, less Fees, Cash Advances, Fraudulent Charges, Charge-backs, and amounts Charged-off by Contractor with respect to such accounts as uncollectible for each quarter (3 calendar months).
13. "Quarterly Large Ticket Volume" means those Charges for each Agreement Quarter which the Association governing Government Entity's Card Program has determined qualify for large ticket interchange rates and which are processed by such Association using large ticket interchange rates, less credits, for each Agreement Year. All other Charges and all amounts related to Fees, Cash Advances, Convenience Checks, Fraudulent Charges, chargebacks and Charge-offs are excluded from Large Ticket Volume.