

SERIAL 02059 RFP PROCUREMENT CARD SERVICES (Contract – General Electric)

DATE OF LAST REVISION: December 28, 2007 CONTRACT END DATE: February 28, 2013

CONTRACT PERIOD THROUGH FEBRUARY 28, ~~2008~~ 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PROCUREMENT CARD SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 19, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mm
Attach

Copy to: Clerk of the Board
 Walt Weglarz, MM
 Wes Baysinger, MM
 Lillian Patnode, MM
 Materials Management

(Please remove Serial 98090-RFP from your contract notebooks)



CONTRACT FOR PROCUREMENT CARD SERVICES

SERIAL 02059-RFP GECF

This Contract is entered into this 18th day of April, 2003 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and GE Capital Financial Inc., a Utah industrial loan corporation (“GECF”) for the purchase of procurement card services.

RECITALS

GECF is authorized by MasterCard International, Inc. (“MasterCard”) to establish and issue domestic charge accounts and charge cards relating to such accounts for use by the County and its employees for the purpose of facilitating and expediting the purchase of, and payment for, various goods and services acquired for legitimate business purposes. Such accounts and cards shall be referred to as “Accounts” and “Cards”.

The County wishes for GECF to issue such Cards and/or Accounts to the County and its employees.

AGREEMENT

IN CONSIDERATION OF the mutual promises and agreements set forth herein, GECF and the County agree as follows:

1.0 TERM AND TERMINATION

~~1.1 This Contract is for a term of sixty two (62) months, beginning on the 18th day of April, 2003 (the “Effective Date”) and ending the 17th day of June, 2008.~~

1.1 This Contract is for a term of seventy-two (72) months commencing on May 1, 2007.

1.2 The County may, at its option and with the agreement of GECF, extend the period of this Contract for additional one (1) year terms up to a maximum of five (5) additional terms. The County shall notify GECF in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

1.3 County may terminate this Contract for convenience by providing at least ninety (90) calendar days advance notice to GECF.

County may terminate this Contract if GECF fails to perform its obligations as set forth in this Contract, and such failure continues for more than thirty (30) days after receipt of written notice from County of such failure, or if GECF becomes insolvent or generally fails to pay its debts as they mature.

1.4 GECF may terminate this Contract at any time (including during the initial term) on ninety (90) days’ advance written notice to the County. Notwithstanding anything in this Contract to the contrary, GECF may immediately terminate this Contract in the following situations:

- (a) The County (i) breaches any term of this Contract other than an obligation to pay GECF, which breach remains uncured by the County for thirty (30) days following notice from GECF of the breach, or (ii) fails to pay GECF any amount when due;

- (b) Any of the facts represented by the County in connection with this Contract prove to be incorrect or materially misleading;
- (c) The County becomes insolvent (e.g., fails to pay its debts as they become due), an involuntary or voluntary petition of bankruptcy is filed against or by the County, or an order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority is entered with respect to the assets of the County;
- (d) An adverse judgment, order, or award is entered against the County having a material adverse impact on the financial solvency of the County;
- (e) Any other event occurs having a material adverse financial impact on the County or a detrimental effect on the ability of the County to perform its obligations under this Contract; or
- (f) If GECF is notified by a federal or state regulatory agency or by MasterCard that any aspect of this Contract does not comply with any applicable law, regulation, rule, policy of order applicable to GECF, or if the County alleges, or GECF determines, that any provision of this Contract is not enforceable in accordance with its terms, or if GECF determines that compliance with applicable local/county government contracting provisions is impractical or unduly burdensome on its operations.

Upon the occurrence of any event set forth in this Section 1.4, GECF may, in lieu of termination, suspend all services and obligations hereunder until such condition is cured or no longer exists.

- 1.5 If notice of termination has been given by either party, GECF shall be under no obligation to issue Cards and/or Accounts to new cardholders during said notice period. Notwithstanding the preceding sentence, the County shall not be relieved of its obligations with respect to payment to GECF on existing Cards and/or Accounts.

2.0 INCENTIVE BONUS AND REVENUE SHARING PAYMENT

- 2.1 If, during the twelve months immediately preceding the Effective Date of this Contract, the County has had a contract for procurement services with a provider other than GECF and the annual net purchase volume charged to the procurement account during the immediately preceding calendar year under such contract (the "Prior Year's Procurement Volume") is greater than five million dollars (\$5,000,000), then the County may select from one of the following two options by notifying GECF within thirty (30) days of the Effective Date hereof:
 - (i) GECF, within forty-five (45) days of the date the first Card is mailed by GECF to the County or an Authorized Employee, shall advance to the County a one-time payment equal to the product of twenty (20) basis points (0.002) multiplied by the Prior Year's Procurement Volume; or
 - (ii) Provided the County's first fourteen months' net purchase volume charged to Accounts established hereunder (measured from the Effective Date of this Contract to the first anniversary of such Effective Date) ("First Year Net Procurement Volume") is greater than five million dollars (\$5,000,000) then GECF, within forty-five (45) days after the first anniversary date of this Contract, shall pay to the County a one-time payment equal to the product of twenty (20) basis points (0.002) multiplied by the First Year Net Procurement Volume.
- 2.2 If, during the twelve months immediately preceding the Effective Date of this Contract, the County has not had a contract for procurement services with any provider, and provided the County's First Year Net Procurement Volume is greater than five million dollars (\$5,000,000) then GECF, within forty-five (45) days after the first anniversary date of this Contract, shall pay to the County a one-time payment equal to twenty (20) basis points (0.002) multiplied by the First Year Net Procurement Volume.

- 2.3 (a) The amounts paid to the County under Sections 2.1 and 2.2 hereof shall be repaid by the County to GECF (or may be offset by GECF against other amounts due to County from GECF as described in Section 2.4 hereof) to the extent provided for in this Section 2.3 if for any reason, the County fails to attain the applicable Minimum Annual Net Procurement Volume threshold. For purposes of this Section 2, "Minimum Annual Net Procurement Volume" means for each program year, either (a) if the County's one-time payment is pursuant to Section 2.1(i), an amount equal to the Prior Year's Procurement Volume; or (b) if the County's one-time payment is pursuant to Section 2.1(ii) or Section 2.2, an amount equal to the First Year Net Procurement Volume. Also, for purposes of this Article 2, "Actual Annual Net Procurement Volume" shall mean the total amount of purchases made by Authorized Employees hereunder less returns and credits during the twelve month period between anniversary dates of this Contract, or the shorter period between the last such anniversary date and the termination date of this Contract (each considered a "Contract Year").
- (b) The amount to be repaid based on failure to meet the Minimum Annual Net Procurement Volume Threshold for any Contract Year will be calculated as follows:
- (i) Divide the Actual Annual Net Procurement Volume by the Minimum Annual Net Procurement Volume Threshold; and
 - (ii) Multiply the resulting number times one-fifth of the amount previously paid to the County under Section 2.1 or 2.2 hereof.
 - (iii) The resulting amount will be paid by County to GECF within thirty (30) days after GECF's calculation is provided to the County.
- (c) Upon termination of the Contract for any reason, the County and GECF will do a final adjustment of the signing bonus. The adjustment will be calculated as follows:
- (i) Add the Actual Annual Net Procurement Volumes achieved by County under the Program in each Contract Year up to the termination date.
 - (ii) Divide that number by the total of the Minimum Annual Net Procurement Volume Thresholds shown above for all five years, even if the Contract terminated before running for five years.
 - (iii) If the result in (ii) is less than 1, then multiply the result by the original signing bonus paid by GECF to the County, and subtract any repayments of portions of the signing bonus made by the County to GECF under Section 2.3(b) above. The difference is what the County owes to GECF.
- 2.4 In addition to any incentive bonus outlined in Sections 2.1 or 2.2, during the term of this Contract, (i) GECF shall pay to the County within sixty (60) days after each anniversary date of this Contract and, in the event this Contract is terminated for any reason, within 210 days after the effective date of termination, certain revenue sharing payments based on the County's Actual Annual Net Procurement Volume and speed of payment. These revenue sharing payments will be paid in accordance with the tables set forth in Schedule 1 attached to Exhibit B attached hereto and will be reduced by (i) the amount of all fraud losses and credit losses incurred by GECF under the program contemplated by this Contract, and (ii) at GECF's option, any amounts owed by the County to GECF which GECF decides to offset. ~~Fraud losses and credit losses are all amounts due to GECF in connection with any Account (including principal amounts and all fees) that GECF has written off as uncollectable pursuant to GECF's standard policies and procedures; and (ii) to the extent a Participating Public Agency (as defined in Section 4.4 below) is entitled to receive a revenue sharing payment pursuant to the terms of such Participating Public Agency's Contract for Procurement Card Services with GECF, then at such time as GECF pays such revenue sharing payment to said Participating Public Agency, it will also pay to County a revenue sharing payment equal to twelve (12) basis points multiplied by such Participating Public Agency's Actual Annual Net Procurement Volume.~~
- Fraud losses and credit losses are all amounts due to GECF in connection with any Account (including principal amounts and all fees) that GECF has written off as Uncollectible pursuant to GECF's standard policies and procedures; and (ii) to the extent a Participating Public Agency (as defined in Section 4.4 below) is entitled to receive a revenue sharing payment pursuant to the terms of such Participating Public Agency's Contract for Procurement Card Services with GECF, then at such time as GECF pays such**

revenue sharing payment to said Participating Public Agency, it will also pay to County a revenue sharing payment equal to five (5) basis points multiplied by such Participating Public Agency's Actual Annual Net Procurement Volume.

3.0 DUTIES

3.1 The County and GECF shall perform their respective duties stated in the Program Agreement, attached hereto and incorporated herein as Exhibit "B."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

Each party (hereafter, the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and its affiliates, their directors, officers, employees, agents, and representatives from and against any losses which are incurred, caused, or arise from (i) material breach of this Contract or (ii) any gross negligence, fraud, or willful misconduct of the Indemnifying Party's employees, officers, directors, or agents. For purposes of this Section, "losses" shall mean any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including, without limitation, interest that may be imposed in connection therewith, costs and expenses of investigation, and reasonable fees and disbursements of counsel and other experts) incurred by either party to this Contract as a result of claims asserted by a third party.

4.1.2 Insurance Requirements.

Without limiting or qualifying GECF's liabilities, obligations or indemnities otherwise assumed by GECF pursuant to this Agreement, GECF shall maintain, at its sole cost and expense, with companies acceptable to the County the following insurance coverages:

4.1.2.1 Commercial General Liability. GECF shall maintain Commercial General Liability insurance with limits of liability not less than \$1,000,000 per occurrence and including liability coverage for bodily injury or property damage (1) assumed in a contract or agreement pertaining to GECF's business and (2) arising out of GECF's products, services or work. GECF's insurance shall be primary with respect to liabilities assumed by GECF in this Agreement to the extent such liabilities are the subject of GECF's insurance, and any applicable insurance maintained by County shall be excess and non-contributing.

4.1.2.2 Statutory Workers' Compensation. GECF shall carry Statutory Workers' Compensation insurance coverage, including a Broad Form All States Endorsement in the amount required by law, and Employers' Liability Insurance in the amount of \$1,000,000 per occurrence.

4.1.2.3 Professional Liability Insurance. GECF shall carry Professional Liability Insurance (including errors and omissions coverage) with limits of liability not less than \$1,000,000. This requirements does not apply if GECF is not providing any professional service.

4.1.3 Certificates of Insurance.

GECF, upon request from County, shall provide County with properly executed certificate(s) of insurance prior to commencement of performance of this Agreement and shall notify County, no less than thirty (30) days in advance, of any reduction or cancellation of the above coverage.

4.2 NOTICES

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85382

For GECF:
G E Capital Financial Inc.
Attn: Legal Department
4246 South Riverboat Road
Salt Lake City, Utah 84123

4.3 REQUIREMENTS CONTRACT

GECF signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not require the County to purchase any particular volume of services, but all or a portion of the signing bonus may be repayable to GECF if the Annual Net Procurement Volume thresholds set forth in Section 2 above are not met.

4.4 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

The County currently has ICPAs with numerous governmental units throughout the State of Arizona and the United States (Participating Public Agencies). The County and GECF have agreed to make general information about the program, and the form of agency agreement attached as Exhibit C (Participating Public Agency Agreement), available to Participating Public Agencies. Each Participating Public Agency's participation in the program will be subject to GECF's sole discretion and approval, on a case-by case-basis. If GECF approves a Participating Public Agency for participation in the program contemplated under this Agreement, GECF will make the terms of the County's agreement available to such Participating Public Agency. In no event shall County be considered a dealer, remarketeer, agent or other representative of GECF.

COUNTY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO PAYMENT, FOR ANY ITEM ORDERED BY PARTICIPATING PUBLIC AGENCIES.

COUNTY MAKES NO REPRESENTATION OR GUARANTEES AS TO ANY MINIMUMS BEING PURCHASED BY COUNTY OR PARTICIPATING PUBLIC AGENCIES.

4.5 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation, subject to Sections 2.1 and 2.2 above, within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract.

4.6 OFFSET FOR DAMAGES

In addition to all other remedies at law or equity, the County may offset from any money due to GECF any amounts GECF owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.7 ADDITIONS/DELETIONS OF SERVICE

Any additions/deletions of service will be reflected in a written amendment to this Contract, executed by both parties hereto.

4.8 SERVICING

GECF may retain third parties (which may include, without limitation, GECF's affiliates) to perform various servicing functions in connection with the program contemplated by this Contract, including, but not limited to, Card preparation and mailing, charge authorization, sales processing, billing, data processing, information technology services, customer service and collection efforts. Such retention of a third party servicer shall not relieve GECF of its liability for performance of any of its duties under this Contract.

4.9 AMENDMENTS

All amendments to this Contract must be in writing and signed by both parties.

4.10 RETENTION OF RECORDS

GECF agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If GECF's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, GECF shall reimburse the County for the services not so adequately supported and documented.

4.11 AUDIT DISALLOWANCES

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify GECF in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by GECF by the amount of the disallowance, or to require repayment of the disallowed amount by GECF.

4.12 WAIVER AND SEVERABILITY

Either party may, at its option, choose to delay enforcing or waive any of its rights under this Contract in certain circumstances. Such party does not thereby waive the same right in other circumstances. Either party may delay enforcing or waive any of its rights under this Contract without affecting any of its other rights. If any provision of this Contract is finally determined to be unenforceable under any law, rule, or regulation, all other provisions of this Contract shall remain valid and enforceable to the extent necessary to carry out the intent of the parties.

4.13 RIGHTS IN DATA

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided under this Contract or by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.14 INTEGRATION

This Contract, including its attached Exhibits and Schedules, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.15 REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that:

- (a) This Contract constitutes the valid, binding, and enforceable agreement of such party;
- (b) The execution of this Contract and the performance of its obligations hereunder (i) do not constitute a breach of any contract or agreement of such party with any third party, (ii) are within such party's corporate powers, and (iii) have been approved by all necessary corporate action of such party;
- (c) The execution of this Contract and the performance of such party's obligations under this Contract will not cause a breach by such party of any duty arising under law or in equity; and
- (d) Such party possesses the financial capacity to perform its obligations under this Contract.

4.16 MISCELLANEOUS

4.16.1 Financial Statements

Upon GECF's request, the County shall provide to GECF in a timely manner current financial information of the County, including, but not limited to, copies of its current audited financial statements. Notwithstanding the preceding sentence, to the extent the County's current financial information is publicly available, GECF will access such publicly available financial information and contact the County only if additional information is needed.

4.16.2 Remedies Upon Breach

Except where a remedy is expressly provided for by the terms of this Contract, termination of this Contract will be a party's sole remedy for the failure to perform or improper performance under this Contract, other than (i) a breach of any obligation to comply with or assure compliance with applicable law, (ii) a breach which gives rise to a claim for which there is a right to indemnification under Section 4.1.1 above, (iii) an intentional breach by either party, or (iv) nonpayment of the Company's indebtedness to GECF under this Contract. In those cases where termination is not the non-breaching party's sole remedy, the non-breaching party shall be entitled to recover from the breaching party any actual damages caused by its breach, but neither party will be liable for any punitive or exemplary damages, or for any special, indirect, or consequential damages (including, without limitation, costs incurred in developing and implementing the program represented by this Contract, lost revenues, lost profits, or lost prospective economic advantage) arising from or in connection with any performance or failure to perform under this Contract, including an unjustified, willful, or deliberate failure to perform, even if such party knew or should have known of the existence of such damages, and each party hereby releases and waives any claims against the other party for such damages.

4.16.3 Changes in Terms

GECF may change any term of the Cardholder Agreement by sending a timely notice to the County and the Authorized Employee of such change. GECF may change any term of this Contract by sending a timely notice to the County if such change is being made with respect to all similarly situated corporate customers; however, if the County determines that such change is materially adverse to its interests, the County may provide prompt notice to GECF of the County's intent to terminate this Contract thirty (30) days after such notice. In such event, the subject change in terms to this Contract shall not become effective prior to termination.

4.16.4 Assignment

Neither party may assign this Contract nor any of its interests, rights, or payments hereunder without the prior written consent of the other party, *provided that*, without notice to the County, GECF may assign any receivable accruing under this Contract and any right to collect such receivable to any affiliate of GECF.

4.16.5 Force Majeure

In the event either party is prevented from performing this Contract by circumstances beyond its control, including, without limitation, labor dispute, fire, explosion, flood, act of God, war or other hostilities, civil commotion, breakdown of machinery, domestic or foreign governmental acts, orders or regulations, or inability to obtain facilities or supplies, the obligation of GECF to deliver Cards and services or to perform its other obligations hereunder, and the obligation of the County to perform its obligations hereunder, shall be suspended during the period of such disability.

4.16.6 Nature of Contract

Nothing contained in this Contract shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between GECF and the County. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Contract, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent of the other party.

4.16.7 Survival

Sections 2.1, 2.2, 4.1.1, 4.12, 4.16.4 and 4.16.5 of this Contract shall survive the expiration or termination of this Contract. In addition, the obligations of the County with respect to transactions made using a Card or Account and obligations to pay accrued fees as set forth in Section 4.2 of the Program Agreement shall continue until fully performed. Termination or expiration shall not be deemed to have occurred until the County has complied with the provisions of Section 3.3 of the Program Agreement regarding the destruction of Cards.

4.16.8 Choice of Law

This Contract is made in the State of Utah and all credit is extended from the State of Utah, regardless of whether the Company or its employees reside in Utah or the Card or Accounts are used in Utah. The validity, interpretation and performance of this Contract shall be determined in accordance with the laws of the State of Arizona, without reference to its choice of law provisions. The parties acknowledge if the County initiates litigation against GECF, such litigation will be initiated in an appropriate court in the State of Utah. The parties further acknowledge if GECF initiates litigation against the County, such litigation will be initiated in an appropriate court in the State of Arizona.

4.16.9 Confidentiality

All information furnished by either party in connection with all personal information of Authorized Employees, shall be kept confidential by the other party and not disclosed to a third party (other than disclosure to (a) the parent, a subsidiary or affiliate of GECF if such parent, subsidiary or affiliate is involved in analyzing the program contemplated by this Contract, and/or to (b) a servicer pursuant to Section 4.8) and shall be used by it only in connection with this Contract, the program described herein, and the transactions contemplated hereby, except to the extent that such information: (i) is already lawfully known to the other party when received, (ii) thereafter becomes lawfully obtainable from other sources, (iii) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government, or (iv) is, on the written opinion of counsel (which opinion shall be delivered to the party that originally furnished the information), required by law to be disclosed by such other party, *provided that* notice of such disclosure has been given to the party that originally furnished the information (when legally permissible) and that the party intending to disclose the information uses its commercially reasonable efforts to provide sufficient notice to permit such other party to take legal action to prevent the disclosure. The parties recognize that nothing in this Section shall require a party to return Account transaction data to the other party upon termination. Notwithstanding the foregoing, either party may share a copy of this Contract, and information about the program, with any Participating Public Agency as provided in Section 4.4 above.

4.16.10 Name and Trademark Usage

Except as otherwise provided for herein, neither party shall use the name or logo of the other party without the other party's written consent.

4.16.11 Gifts and Gratuities

GECF and the County hereby certify that neither GECF nor any agent or representative of GECF has at any time provided or offered to provide, nor during the term hereof will provide or offer to provide, any gratuity, including, but not limited to, entertainment, personal services, money, or gifts, to any director, officer, or employee of the County or any affiliate of the County or to any family member of any such person in order to secure this Contract or to secure any favorable treatment by the County in respect of this Contract or in respect of its performance; provided that GECF may, without violating any provision of this Section, furnish a business meal or other gratuity of ordinary, reasonable cost to any director, officer, or employee of the County, in compliance with GECF's (or its affiliates' as applicable) Integrity Policy.

4.16.12 Request for Proposal. The parties acknowledge that prior to entering into the Agreement, the County prepared a formal request for proposal. County attests its minimum requirements as set forth in Exhibit A were included.

4.17 SOFTWARE AND ELECTRONIC SERVICES

4.17.1 Software Access Subscription Agreement

The County may use GECF's electronic reporting systems in accordance with the terms and conditions of the software Access Subscription Agreement attached to the Program Agreement as Schedule 3. Execution of this Contract shall be deemed acceptance of the terms and conditions of such software Access Subscription Agreement.

4.17.2 GE NetService

The County may use GECF's internet based cardholder inquiry system (GE NetService) upon execution of the Registration Request Form attached to the Program Agreement as Schedule 4.

THIS CONTRACT IS DEEMED AN APPLICATION FOR SERVICES AND WON'T BE BINDING UNTIL SIGNED BY BOTH PARTIES HERETO.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

GE CAPITAL FINANCIAL INC.

Brent P. Wolowic
AUTHORIZED SIGNATURE

Brent P. Wolowic EVP, CFO
PRINTED NAME AND TITLE

4246 So. Riverview Rd. SC 29405 84/23
ADDRESS

4/18/03
EFFECTIVE DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: Chilton Grob
CHAIRMAN, BOARD OF SUPERVISORS

4/24/03
DATE

ATTESTED:
Norma Resik
CLERK OF THE BOARD DEPUTY

4/24/03
DATE 021903

APPROVED AS TO FORM:
Terry S. Eckhart
MARICOPA COUNTY ATTORNEY

4/23/03
DATE

EXHIBIT A - 01059-RFP GECF

Minimum Requirements Included in RFP

- A. Provided an agency meets minimum volume requirements established by Contractor, a National Account Manager will be assigned upon contract award.
- B. Contractor shall provide a semi-custom card including embossed cardholder name (line 1), cardholder's department names (line 2), and imprinted county seal (logo). Design to be approved by county authority.
- C. Contractor shall provide all participating agencies access to an internet-based account maintenance service. Additionally, provided an agency meets the minimum volume requirements established by Contractor, Contractor shall provide qualified participating agencies access to its software. These systems and programs will enable the performance, at a minimum, of the following management, administrative and maintenance activities:
 - (1) Review a minimum of the twelve (12) month recent months' individual cardholder transaction activity
 - (2) Verify current account (cardholder and corporate) balances
 - (3) Make payments on-line (at the administrator level only)
 - (4) Check payment status
 - (5) Establish, review, maintain and manage individual accounts, including:
 - (a) New and replacement card requests
 - (b) Modification of single transaction limits and monthly credit limits (may be done via telephone)
 - (c) Modification of cardholder address, default accounting strings, merchant category code groupings (MCCG) (may be done via telephone)
 - (d) Close accounts
 - (e) The ability of the program administrator(s) to immediately process (override) rejected transactions (may be done via telephone)
 - (6) Data Collection (if eligible for software)
 - (a) A minimum of four (4) cost allocation fields with a minimum of thirty (30) characters per field, per individual transaction
 - (b) Validation of all cost allocation fields
 - (c) The ability to capture all transactional data passed by the merchant, up to and including Level 3 line item detail
 - (7) Reallocation (via software)
 - (a) The ability to split individual transactions, by either dollar amount or percentage, up to ninety-nine (99) times per transaction
 - (b) The ability to enter accounting codes into multiple fields
 - (1) present breakdown:

<u>Field Name</u>	<u>Character Size</u>
FUND	4
AGENCY	3
ORGANIZATION	4
SUB-ORG	2
ACTIVITY (PAS)	4
FUNCTION	4
OBJECT	4
SUB-OBJ	2
JOB NUMER	8
REPORT CATEGORY	4

- (c) Reallocation field must have a validation (editing) function
 - (d) Provide a generic forty (40) character field that is reportable
- (8) Reconciliation
- (a) On-line ability to initiate, review and determine resolution of disputed items
 - (b) Provide a balancing tool for reconciling program extracted data to the statement, as system data will be used for payment (via software)
- (9) Data Extraction (payment processing)
- (a) Contractor will provide a custom built integrated mapping file to interface with the participating agency's legacy system, at no cost (via software)
 - (b) Mapping file and supplier software data will be accurate for the purpose of producing payment or Contractor will assist in reconciliation (via software)
- (10) Reporting Functionality
- (a) The ability to create customized reports, using any data field in the system and export in an Access or Excel format
 - (b) Data fields to include, at a minimum (contingent upon the merchant's ability to pass data to Contractor):
 - (1) Cardholder name
 - (2) Complete cardholder account number
 - (3) Cardholder ID (if used)
 - (4) Cardholder department name (nameline2; or, complete hierarchy level)
 - (5) Transaction dollar amount
 - (6) Transaction tax amount
 - (7) Transaction total amount
 - (8) Transaction date
 - (9) Transaction posting date
 - (10) Contract number (via description field)
 - (11) MCC/SIC codes
 - (12) Vendor name
 - (13) Vendor TIN
 - (14) Vendor DUNS
 - (15) Vendor group identifier
 - (16) Other unique vendor identifier
 - (17) 1099 status
 - (18) MWDBE status
 - (19) General ledger
 - (20) Default accounting string/cost center
 - (21) Expense type allocation
 - (22) Reallocated/split transaction information:
 - (i) Default account string/cost center
 - (ii) Transaction total amount
 - (iii) Reallocated/split accounting string/cost center
 - (iv) Reallocated/split transaction dollar amount
 - (v) Reallocation date
 - (vi) Vendor name
 - (23) Reporting period date
- (11) Hierarchy Structure
- (a) Ability to use county's existing hierarchy structure
 - (b) Ability to define user access authority within the hierarchy
 - (c) Ability to view the hierarchy through both a "tree view" and individual cardholder search

- (12) Customized Reports
 - (a) Contractor will provide ability to do ad hoc reporting
 - (b) Provide a detail report of the custom mapper
 - (c) Provide a custom or standard report that meets the data requirement of the Procurement Card Monthly Purchase/CAPA Transaction Log

- (13) Archiving
 - (a) All transaction historical information will be retained for seven (7) years

- (14) 1099/MWBE Reporting Status
 - (a) Based on data passed to Contractor by the merchant, the ability to identify each merchant's 1099/MWBE reporting status and sufficient information to report accordingly.

- (15) Contract Number Tracking
 - (a) Ability to require contract number entry in description field and associated to transaction parameters
 - (b) Provide contract number field in standard reports

- (16) Training
 - (a) Contractor to provide training in the areas of procurement card administration, maintenance and operation for all programs necessary for the effective use of county's purchasing card program, including, but not limited to internet-based maintenance tool and software
 - (b) Contractor to assist in development of an on-line tutorial to convey all aspects of the card program to cardholders
 - (c) Contractor to assist in development of an on-line tutorial to convey all aspects of the card program to cardholders

EXHIBIT B - 01059-RFP GECF**PROGRAM AGREEMENT***Central Bill*

IN CONSIDERATION OF the mutual promises and agreements set forth herein, GECF and the County agree as follows:

**ARTICLE I
CARD ISSUANCE**

Section 1.1. Authorized Representatives. The County agrees to designate, by separate communication from a duly authorized representative to GECF, those individual(s) who are authorized to act on behalf of the County in administering all aspects of the program represented by this Agreement, including, but not limited to, requesting Cards or Accounts for Employees, making administrative changes to systems or Card controls, and terminating use of Cards or Accounts (“Authorized Representatives”).

Section 1.2. Request for a Card or Account. Upon receipt of a document signed by an Authorized Representative of the County designating the names and addresses of the employees of the County and/or its subsidiaries authorized to use a Card (“Authorized Employees”), GECF shall establish an Account in the name of each Authorized Employee. GECF shall issue a Card to each Authorized Employee, but only if each Authorized Employee (i) is an employee, partner, or officer of the County or its subsidiary, (ii) has a business or commercial need for a Card, and (iii) executes a Card application, or fulfills an alternative application process that GECF and the County shall mutually agree upon. GECF reserves the right to establish additional requirements to be met by potential Authorized Employees from time to time.

Section 1.3. Use of County Marks. Each Card shall bear the name of the Authorized Employee in whose name the Account and the Card are established and shall, at the option of the County, bear the County’s name, trademark, or logo (collectively, “Marks”) in a form supplied by the County. The County hereby grants GECF a non-exclusive limited license to apply the County’s Marks to the Cards solely for use in connection with the program represented by this Agreement and for no other purpose.

Section 1.4. Card Issuance. Upon receipt of a properly submitted request, GECF shall promptly initiate steps to deliver a Card to an Authorized Employee. Unless otherwise instructed by the County, GECF shall issue renewal Cards from time to time as such cards are scheduled to expire. The County and/or the Authorized Employee shall promptly notify GECF of any Cards or Accounts that are lost, stolen, or believed to be used fraudulently, whether by employees or non-employees. Upon notification by the County or an Authorized Employee of a lost, stolen, or damaged Card, GECF shall issue a replacement Card to the Authorized Employee. The fees charged for normal and expedited initial or replacement Cards are set forth on the attached Schedule 1. GECF shall mail the Card, along with other appropriate disclosures as may be required by this Agreement and applicable law, to the address designated in the documentation received from the County.

**ARTICLE II
CARD AND ACCOUNT USE**

Section 2.1. Use of Cards and Accounts. A Card may only be used by the Authorized Employee whose name appears on the face of the Card to purchase goods and services from participating MasterCard merchants for legitimate business purposes of the County and in accordance with the business expense policies of the County. In no event shall a Card be used for any other purpose, including, but not limited to, the personal, family, or household purposes of the Authorized Employee. The County shall notify in writing its Authorized Employees of this business purpose restriction to ensure that the Cards and the Accounts are used only for the legitimate business purposes of the County and to preclude Unauthorized Use. For purposes of this Agreement, “Unauthorized Use” shall mean (i) use of a Card or Account by the Authorized Employee for his or her personal, family, or household purposes; provided that Unauthorized Use shall not include use by the Authorized Employee in the course of or in connection with his or her employment, or (ii) use of a Card or Account by a person other than the relevant Authorized Employee either with the permission of the Authorized Employee or which results, directly or indirectly, in a benefit to the County. All extensions of credit made pursuant to Cards and Accounts shall be deemed to be extensions of credit made to or for the benefit of the County and shall not be deemed to be to or for the benefit of the Authorized Employee.

Section 2.2. Account Credit Limit. GECF and the County shall establish a maximum credit limit (“Account Credit Limit”) for each Account, based upon the creditworthiness of the County and the County’s reasonable estimate of the legitimate purchase requirements of that Account. GECF shall notify the County and/or the Authorized Employee of the Account Credit Limit for each Account. GECF may change previously established Account Credit Limits as it determines is appropriate. GECF shall be under no obligation to accept any charge if the total unpaid charges and any fees authorized by this Agreement or the Cardholder Agreement (collectively, the “Outstanding Balance”) for an Account exceed or would exceed the Account Credit Limit established by GECF for that Account.

Section 2.3. Aggregate Credit Limit. GECF shall establish a limit for the maximum credit extended by GECF to the County pursuant to this Agreement (the “Aggregate Credit Limit”), the amount of which will be

communicated by GECF to the County. GECF may change the Aggregate Credit Limit from time to time as it determines is appropriate. GECF shall be under no obligation to accept any charge if the sum of the Outstanding Balances for all Accounts exceeds or would exceed the Aggregate Credit Limit.

Section 2.4. Cardholder Agreement. The County shall comply with, and shall use all commercially reasonable efforts to ensure that each Authorized Employee complies with, the terms of the Cardholder Agreement, attached hereto as Schedule 2.

Section 2.5. GE Pre-Authorization System™. Upon written notice to GECF, the County may elect to utilize the GE Pre-Authorization System™ (“Pre-Auth”). Additional information and conditions regarding Pre-Auth are included in the Pre-Auth user guide which will be provided to the County prior to utilization of Pre-Auth.

Section 2.6. Controlled Value Cards. Upon request by the County, GECF will issue one or more specialized use, limited timeframe, one-time credit limit payment tools (“Controlled Value Cards”). The County is solely responsible for adherence to any usage rules established by the County for any Controlled Value Cards. Controlled Value Cards may be issued without a cardholder name. The County shall be liable for, and shall repay to GECF, all charges made on a Controlled Value Card and any fees incurred in connection therewith.

Section 2.7 Payment Accounts.

(a) The County requested GECF issue vPayment Accounts for its internal use. Such vPayment Accounts utilize the functionality of the GE Pre-Authorization System™ (Pre-Auth). The vPayment process will receive and register settlement transactions and will return account numbers for payment processing purposes. It is the County’s intention that more than one Authorized Employee will use such vPayment Accounts. Physical plastic cards will not be issued in conjunction with vPayment Accounts. vPayment Accounts will not bear the name or signature of a specific Authorized Employee.

(b) The County may use GECF’s vPayment system and vPayment Connectivity Program in accordance with the terms and conditions of the Access Subscription and License Agreement attached hereto as Exhibit A. Execution of this Agreement shall be deemed acceptance of the terms and conditions of such Access Subscription and License Agreement.

ARTICLE III CARD AND ACCOUNT TERMINATION

Section 3.1. Account Termination by the County. The County may terminate the authority of any Authorized Employee to use a Card or Account by providing notice of such termination of authority to GECF. GECF shall immediately take steps to effectuate such termination within a reasonable time (not to exceed 24 hours). In the event an Authorized Employee is terminated, whether voluntarily or involuntarily, the County shall immediately provide GECF with notice of such termination to afford GECF a reasonable opportunity to restrict spending or close that Authorized Employee’s Account.

Section 3.2. Account Suspension or Termination by GECF. GECF may immediately suspend or terminate the Account or Card of an Authorized Employee if GECF determines that the Authorized Employee or the County has breached any provision of this Agreement or the Cardholder Agreement or that the Card or Account has been the subject of possible Unauthorized Use. Without limiting any of the foregoing and without waiving any of its rights hereunder, GECF may suspend any Card or Account that is thirty (30) days or more past due, or may terminate any Card or Account that is sixty (60) or more days past due.

Section 3.3. Destruction of Cards. Upon termination of an Authorized Employee’s Account or upon expiration or termination of this Agreement, the County shall use all commercially reasonable efforts to collect and destroy the applicable Cards.

ARTICLE IV BILLING AND REPAYMENT

Section 4.1. Statements and Payment. At the end of each monthly billing cycle (the closing date of which is set forth on Schedule 1), GECF shall prepare a statement (“Statement”) reflecting the total amount of charges and fees incurred during that billing cycle and the Outstanding Balance, itemized by Account. The sum of the Outstanding Balances shall be immediately due and payable and shall be reflected as the “Amount Due.” The Statement shall be mailed to the County, at the address shown in GECF’s records following the close of the billing cycle. GECF may provide a memo copy of Statements reflecting individual Account activity to the Authorized Employee for review purposes only. Upon receipt of the Statement, the County shall promptly remit to GECF payment equal to the Amount Due. If the County uses PARIS and the Amount Due at the end of a billing cycle does not match the data in PARIS for the same such billing cycle, GECF will assist the County in reconciling any differences.

Section 4.2. Fees. The County agrees that the Cards and/or Accounts are subject to all fees identified in Schedule 1, Section 3, including but without limitation, a late payment fee. In addition, the County agrees to pay all fees shown on Schedule 1, Section 4.

ARTICLE V LIABILITY FOR CHARGES

Section 5.1. Liability. The County shall be liable for, and shall repay to GECF, all charges made on a Card or Account and any fees incurred in connection therewith, including charges resulting from Unauthorized Use. The County shall not be liable for charges to an Account resulting from Card theft or other fraudulent use by third parties not employed by the County, unless such theft or fraudulent use (i) occurs as a result of the County’s lack of reasonable security procedures regarding Cards and/or Accounts, (ii) is caused by an unreasonable delay in notifying GECF that such Card or Account was lost, stolen or compromised, or (iii) results in a benefit, directly or indirectly, to the County.

Section 5.2. Disputed Amounts. The County or the Authorized Employee may dispute amounts reflected on a Statement that it believes to be incorrect because (i) the amount shown on the Statement does not reflect the actual face value of the transaction, (ii) the transaction shown on the Statement did not result from the use of the Cards or the Accounts, or (iii) the Statement reflects fees not properly accrued under this Agreement or the Cardholder Agreement. The County or the Authorized Employee shall notify GECF in writing of its intention to dispute the amount within sixty (60) days following the billing cycle closing date of the Statement on which the disputed amount first appears. GECF shall promptly investigate the disputed amount and determine whether the amount is properly the responsibility of the County. Until GECF completes its investigation and resolves whether the disputed amount is properly payable by the County, conditional credit in the amount of the dispute will be applied to the Account. If the investigation is resolved in favor of the County, the conditional credit will become a permanent credit applied to the Account. If the investigation resolves in the favor of GECF, the County will remit the prior disputed amount to GECF on the next Statement. No late fees will accrue because of the disputed amount pending resolution of the dispute.

Section 5.3. Chargebacks. The County shall use its commercially reasonable efforts to resolve all business-to-business purchase disputes directly with the merchant; such disputes shall include, but are not limited to, quality issues, purchase price discrepancies, warranty issues, and other performance issues. With respect to any transaction for which the merchant might be held liable under applicable MasterCard rules, the County or the Authorized Employee shall so notify GECF in writing. The County acknowledges that under MasterCard rules, its chargeback rights may be more limited in situations where no Card has been issued for an Account or where a transaction is consummated without a signature. GECF shall attempt to charge the transaction back to the merchant in accordance with MasterCard procedures. Such attempted chargeback by GECF shall not relieve the County of liability for the amount of the transaction unless MasterCard actually charges the transaction back to the merchant, in which case the amount of the chargeback will be credited to the next billing Statement.

ARTICLE VI SPECIAL PURPOSE ACCOUNTS

Section 6.1. Request for Special Purpose Account. Upon request by the County, GECF will establish separate Accounts which may be used by the County for special purposes such as meeting planners, central travel, stripped billing, etc. (“Special Purpose Accounts”). Cards may or may not be issued in conjunction with Special Purpose Accounts. Special Purpose Accounts will only be established upon receipt of an application signed by a duly authorized officer of the County requesting such account. GECF shall issue an Account number to the County for each Special Purpose Account which is established. Except as specifically addressed in this Article, all references in this Agreement to the term “Account” (including but not limited to references regarding liability, billing, payment, fees, suspension and termination) shall be deemed to include “Special Purpose Accounts”.

Section 6.2. Billing and Payment. Notwithstanding anything contained in Article IV above, all charges and resulting fees made on any Special Purpose Account established hereunder (“Special Purpose Account Charges”) shall be billed directly to the County by GECF. At the end of each billing cycle, GECF shall prepare a Statement reflecting the total amount of Special Purpose Account Charges and any fees incurred in connection therewith during that billing cycle and the Outstanding Balance, itemized by each Special Purpose Account. The sum of the Outstanding Balances shall be reflected as the “Amount Due.” The Statement shall be mailed to the County, at the address shown in GECF’s records. The County shall promptly remit to GECF, at the address shown on the

SERIAL 02059-RFP

Statement, payment equal to the Amount Due as reflected on such Statement. If the County uses PARIS and the Amount Due at the end of a billing cycle does not match the data in PARIS for the same such billing cycle, GECF will assist the County in reconciling any differences.

**SCHEDULE 1
PROGRAM AGREEMENT**

1. Payment:

Payment of all charges made using the Purchasing Card Program are due in full to GECF subject to the following:

- a. Payment Frequency: Once per billing cycle.
- b. Payment Method (circle one): EDI, Wire Transfer, ACH Debit, ACH Credit (*Choose One*).
- c. Grace Period after Invoice or Billing (~~circle one~~): 17 days, ~~30 days~~.

2. Account Fees:

- a. Individual Card Fee, Per Year: Waived.
- b. Late Payment Fee, Per Occurrence: 1% of outstanding balance due.
- c. Copy Retrieval Fee, Per Request: \$5.00 each.
- d. Card Issuance:
 - Emergency Card, Per Request: \$50.00 each (MasterCard fee)
 - Fast/Express Card, Per Request: \$35.00 each
 - Normal Card, Per Request: No charge
- e. Foreign Currency Adjustment Factor: The current adjustment factor by which MasterCard adjusts the foreign exchange/currency conversion rate is one percent (1%).
- f. Custom Card Fees: If the County chooses to have custom cards, the cost (based on ordering 2.5 times the initial number of cards) will be as follows:

<u>Quantity</u>	<u>Cost per Card*</u>
1,000-2,999	\$3.00
3,000-4,999	\$2.05
5,000-9,999	\$1.25
10,000-19,999	\$0.95
20,000-49,999	\$0.60
50,000+	\$0.45

*Price for initial order only. Prices are subject to change for subsequent orders.

- g. **Controlled Value Card Fees: \$7.00 each. The initial charge will be assessed during the month in which the Controlled Value Card is issued and then, provided such Controlled Value Card is active, annually thereafter.**

3. General Fees:

- a. ~~PARIS Hosted License and Access Fees (includes two data export interfaces per County ("mapper")):~~
 - (i) ~~Provided the County issues 500 or more cards in the initial implementation of the program, both the License and Access Fees will be waived. The County's net purchase volume will be reviewed annually and at such time as net purchase volume is less than \$5~~

~~million annually, a monthly Access Fee in the amount of \$300 per month will be assessed.~~

- ~~(ii) — Provided the County issues 500 or more cards in the initial implementation of the program and the County’s year one net purchase volume is less than \$5 million but greater than \$3 million, a monthly Access Fee in the amount of \$300 per month will be assessed. The County’s net purchase volume will be reviewed annually and at such time as net purchase volume is greater than \$5 million annually, the monthly Access Fee will be waived. If the monthly Access Fee is waived and subsequent annual volume drops below \$5 million, the monthly Access Fee will be reinstated.~~
- ~~(ii) — Provided the County issues 500 or more cards in the initial implementation of the program and the County’s year one net purchase volume is less than \$3 million, a License Fee in the amount of \$5,000 will be assessed and a monthly Access Fee in the amount of \$300 per month will be assessed. The County’s net purchase volume will be reviewed annually and at such time as net purchase volume is greater than \$5 million annually, the monthly Access Fee will be waived. If the monthly Access Fee is waived and subsequent annual volume drops below \$5 million, the monthly Access Fee will be reinstated.~~
- ~~(iv) — If less than 500 cards are issued in the initial implementation of the program, a License Fee in the amount of \$5,000 will be assessed and a monthly Access Fee in the amount of \$300 per month will be assessed. The County’s net purchase volume will be reviewed annually and at such time as net purchase volume is greater than \$5 million annually, the monthly Access Fee will be waived. If the monthly Access Fee is waived and subsequent annual volume drops below \$5 million, the monthly Access Fee will be reinstated.~~

~~b. — PARIS Review Access Fee: Waived. PARIS Review requires the PARIS Hosted installation and the PARIS Review Access Fee is in addition to the PARIS Hosted Access Fee noted in (a) above.~~

~~c. — Custom Programming, Custom Processing, Mapper Revisions: Professional services for software customization will be charged at GECF’s then prevailing rate (currently \$150.00 per hour), plus travel related expenses, with a minimum charge of two (2) hours and then rounded to the next higher fifteen (15) minutes.~~

3.A Strategic Account Management (SAM). The County will be transitioned from GECF’s electronic reporting system, PARIS, to SAM and the following fees will apply:

- (a) SAM Hosted License Fee ((includes one data export interface per company (“mapper”)): Waived.**
- (b) SAM Administrator Hosted Access Fee: Waived.**
- (c) SAM Cardholder Access Fee: Waived.**
- (d) Custom Programming, Custom Processing, Mapper Revisions: Professional Services for software customization will be provided at GECF’s then-prevailing rates pursuant to separate agreement.**

4. Billing Cycle Cutoff Date:

- ~~a. — If seventeen (17) day grace period selected (circle one): 6th, 7th, 8th~~
- ~~b. — If thirty (30) day grace period selected (circle one): 23rd, 24th, 25th~~
- c. Grace Period after Invoice or Billing: 17 days**

5. Revenue Sharing Payments:

- a. Cumulative-Tier Payment – Once a tier is reached, the Incentive Rate for that tier is applied to all volume from dollar one.**
- b. Annual net purchase volume from vPayment Account transactions will be included in the calculation of total net purchase volume for purposes of determining the applicable tier from**

the table below; however, such annual net purchase volume will earn a revenue sharing payment at a rate 5 basis points less than the applicable incentive rate from the table below.

- c. Annual net purchase volume from Controlled Value Card transactions will be included in the calculation of total net purchase volume for purposes of determining the applicable tier from the table below.

Annual Net Purchase Volume	Incentive Rate (in basis points)
\$0 to \$3 million	00.0
>\$3 million to \$5 million	30.0
>\$5 million to \$8 million	45.0
>\$8 million to \$12 million	65.0
>\$12 million to \$18 million	75.0
>\$18 million to \$25 million	83.0
>\$25 million to \$35 million	88.0
>\$35 million to \$45 million	90.0
>\$45 million	91.0

- a. If seventeen (17) days grace period selected:
Cumulative Tier Payment—Once a tier is reached, the Incentive Rate for that tier is applied to all volume from dollar one.

Actual Annual Net Procurement Volume	Incentive Rate (in basis points) 17 Day Grace Period
\$0 to \$2.5million	00.0
>\$2.5 million to \$5 million	20.0
>\$5 million to \$10 million	30.0
>\$10 million to \$20 million	45.0
>\$20 million to \$50 million	55.0
>\$50 million	65.0

- b. If thirty (30) day grace period selected:
Cumulative Tier Payment—Once a tier is reached, the Incentive Rate for that tier is applied to all volume from dollar one.

Actual Annual Net Procurement Volume	Incentive Rate (in basis points) 17 Day Grace Period
\$0 to \$5million	00.0
>\$5 million to \$10 million	18.0
>\$10 million to \$20 million	33.0
>\$20 million to \$50 million	43.0
>\$50 million	53.0

6. Adjustment to Revenue Sharing Payments:

- a. File Turn Adjustment: (i) Contingent upon the County reaching a minimum annual net Purchasing Card purchase volume of \$3,000,000, the incentive rate applied to the annual net purchase volume will be increased by 1.5 basis points for each day that the County’s file turn for the total program in any given year is less than 32 days. File turn represents the sum of daily outstanding balance divided by the sum of daily net volume. The incentive rate applied to the annual net Purchasing Card purchase volume will be decreased by 1.5 basis points for every day that the County’s file turn for the total program in any given year is greater than 32 days. (ii) Contingent upon the County reaching a minimum annual vPayment Account purchase volume of

\$3,000,000, the incentive rate applied to the annual net vPayment Account purchase volume will be increased by 1.5 basis points for each day that the County's file turn for the total program in any given year is less than 32 days. The incentive rate applied to the annual net vPayment Account purchase volume will be decreased by 1.5 basis points for every day that the County's file turn for the total program in any given year is greater than 32 days.

- b. Each revenue sharing payment will be reduced by the amount of all fraud losses and all credit losses incurred by GECF under the program contemplated by this Agreement.**
- ~~a. Speed of Payment Adjustment: (i) Contingent upon the County reaching a Minimum Annual Net Procurement Volume of \$5,000,000, the incentive rate applied to the Actual Annual Net Procurement Volume will be increased by 1.0 basis points for each day that the County's average days sales outstanding (DSO) for the total program in any given year is less than 32 days for 17 day grace period or 45 days for 30 day grace period. DSO represents the County's average outstanding balance divided by the County's average net volume. (ii) The incentive rate applied to the Actual Annual Net Procurement Volume will be decreased by 1.0 basis points for every day that the County's average days sales outstanding (DSO) for the total program in any given year is greater than 32 days for 17 day grace period or 45 days for 30 day grace period.~~
- ~~b. Each revenue sharing payment will be reduced by the amount of all fraud losses and all credit losses incurred by GECF under the program contemplated by this Agreement.~~

SCHEDULE 2 SAMPLE CARDHOLDER AGREEMENT

Terms and Conditions of the Cardholder Agreement (Company)

F01-4537-6

Important: Your MasterCard charge card is either a travel and entertainment card, a corporate purchasing card, a fleet card or a combination of two or more of these (collectively, "Corporate Card"). Before you sign or use the Corporate Card, read this Agreement thoroughly. This Agreement, as modified from time to time, governs your use of the Corporate Card and the account ("Cardholder Account") issued in connection with the Corporate Card. By either signing, using, or accepting the Corporate Card, you will be agreeing to everything written here.

Definitions

As you read this Agreement, remember that the following words have the following meanings: "Company" refers to the business entity (typically your employer) that has requested that the Corporate Card be issued to you; "you" or "your" refers to the person named on the enclosed Corporate Card; "we," "our" or "us" refers to GE Capital Financial Inc., the bank that issues the Corporate Card, or its assigns; "Company Account" means the account we have established in the Company's name and in connection with which we have issued your Corporate Card and Cardholder Account; "Checks" means checks we may issue in connection with your Cardholder Account, which may be used to purchase goods and services from merchants who accept checks; "Charges" refers to all amounts charged to your Cardholder Account, including, without limitation, Purchases, Cash Advances, any transaction in which you have evidenced an intention to make a Purchase or obtain a Cash Advance, the Annual Card Fee, other miscellaneous charges and fees, and any other monetary obligations associated with the Cardholder Account.

Accepting the Agreement

If you agree to be bound by this Agreement, you should sign the Corporate Card as soon as you receive it. If you do not wish to be bound by this Agreement, do not use the Corporate Card, cut the Corporate Card in half and return the pieces to us. The Company will be notified of your action. Unless you cut up and return the Corporate Card to us, you will have accepted the Corporate Card and you agree to be bound by this Agreement. Your use of the Corporate Card will also indicate your acceptance of the Corporate Card and the terms of this Agreement. Any use of the Account number without the Card, however initiated, shall be deemed to be use of the Card.

Use of the Corporate Card

You may use the Corporate Card to make purchases of goods and services from participating MasterCard merchants ("Purchases"). If the Company requests, you may be issued a Personal Identification Number ("PIN") to obtain cash advances ("Cash Advances") by presenting the Corporate Card at participating MasterCard member offices or by use of automated teller machines ("ATMs") or other electronic terminals that accept the Corporate Card for such purposes. If you are given a PIN to obtain Cash Advances, you agree not to disclose your PIN to others. You also agree that we may disable this Cash Advance feature or terminate or suspend your use of ATMs or other electronic terminals without cause or prior notice. We are not liable for the refusal of any merchant to accept or honor the Corporate Card for any reason, including the inability to obtain authorization for the Purchase, or for any failure to complete a transaction at an ATM for any reason. We reserve the right to deny authorization of any requested or attempted Charge.

Business Purpose

You understand and agree that the Corporate Card, whether to obtain Purchases or Cash Advances, is to be used only for the authorized business purposes of the Company and not for your personal, family or household purposes. You also agree to use the Corporate Card only in accordance with the Company's policies and procedures, including, but not limited to, any procedures relating to the submission of expense reports.

Liability

You understand and agree that use of the Corporate Card Account for personal, family or household use is prohibited, and that you will be personally liable for any Charges resulting from such use.

Unauthorized Use; Lost or Stolen Corporate Card or Checks

No other person is permitted to use your Corporate Card or Cardholder Account for Charges, for identification, or for any other reason. You agree to notify us immediately upon learning of the loss, theft or possible unauthorized use by a third party of the Corporate Card or any Checks. You may notify us by calling 1-800-359-9227 or by writing to us at P.O. Box 521300, Salt Lake City, UT 84152-1300. You will not be liable for such unauthorized use that occurs after you notify us of the loss or theft of your Corporate Card or the possible unauthorized use of your Corporate Card, Checks, and/or Cardholder Account. Once we have been notified, we may issue a replacement Card. In any case, your personal liability for unauthorized use of the Corporate Card by a third party will not exceed the lesser of \$50 or the amount of money, property, or services obtained by such unauthorized use of the Corporate Card before we are notified.

You or the Company may be liable for use of Checks by an unauthorized party. You or the Company will not be liable for such unauthorized use that occurs after we are notified of the loss, theft or possible use of the Checks by an unauthorized party, but the \$50 limit on personal liability for unauthorized use that applies to Corporate Card Charges does not apply to lost or stolen Checks.

If you permit anyone to use the Corporate Card or to otherwise access the Cardholder Account, you will be liable to pay for any Charges to the Cardholder Account as a result.

Spending Limit; Cash Advance Limit

We will establish and notify you of a spending limit for your Cardholder Account (“Spending Limit”), and we may, at any time and at our sole option, change your Spending Limit. You agree that you will not use your Corporate Card or your Cardholder Account in any way that would cause the total outstanding amount of Charges on your Cardholder Account to exceed your Spending Limit. We are not obligated to accept any Charges on your Cardholder Account if the total outstanding Charges on your Cardholder Account would exceed your Spending Limit; but, if we do, you agree to repay all such Charges in accordance with the terms of this Agreement. If you are permitted to obtain Cash Advances, we will also establish and notify you of a limit on the amount of Cash Advances that you may obtain under the Cardholder Account, which may be less than your Spending Limit (“Cash Advance Limit”). (If you receive a Statement, described below, the Cash Advance Limit may be identified on your Statement as the “Cash Advance Line.”) We may, at any time and at our sole option, change your Cash Advance Limit (or reduce it to zero). You agree that you will not use your Corporate Card or your Cardholder Account to obtain Cash Advances that would cause the total outstanding amount of Cash Advances to exceed the Cash Advance Limit. If you exceed the Cash Advance Limit, we may, without notice, suspend your privilege to use your Cardholder Account. We are not, under any circumstances, obligated to honor a request for any Cash Advance; but, if we do, you agree to repay all such Cash Advances, plus other applicable Charges, in accordance with the terms of this Agreement. Your Cash Advance Limit is a portion of your total Spending Limit and is only available to the extent that you have an amount available under your Spending Limit. We will establish and notify the Company of a credit limit for the Company Account (“Company Credit Limit”) and we may, at anytime and at our sole option, change such Company Credit Limit. We also reserve the right to deny authorization of any Charge on your Cardholder Account if the Company Credit Limit is or would be exceeded even if the Charge is within your Spending Limit or your Cash Advance Limit.

Checks

We may, at the request of the Company, issue Checks which may be used to purchase goods and services from merchants who accept Checks. You understand and agree that the use of the Checks will be governed by the terms and conditions set forth in this Agreement and by any additional instructions we provide regarding the use of the Checks. The Checks will be treated as Cash Advances under the terms of this Agreement and are subject to the applicable Company and Cardholder Cash Limits, the Company Credit Limit and the Cardholder Spending Limit described above. You understand and agree that Checks may not be used to make payments to us or any of our affiliates. Any Check may be returned unpaid by us if the Cardholder Account is delinquent or has been terminated or closed, if the Company Cash Limit or the Company Credit Limit has been exceeded, if payment of the Check would cause the Company Cash Limit or the Company Credit Limit to be exceeded or if the Check is not in the form issued by us. You may stop payment on a Check (only before it is negotiated) by notifying us in writing at 4246 South Riverboat Road, Salt Lake City, Utah 84123, Attn: Payment Processing or by calling us at the telephone number on the Statement, described below. If you call and order a stop payment, we must receive written confirmation of the stop payment order from you within fourteen (14) days of the call or the stop payment order will expire. The written stop payment order must include the Check number, payee, amount and date of the Check on which payment is to be stopped. A written stop payment order will expire six (6) months after we receive it, unless the stop payment order is renewed in writing. We may notify Company, at any time and at our sole option, that Checks may no longer be used to access the Account. If we so notify the Company, you agree to stop using the Checks immediately and to destroy all unused Checks in a secure fashion.

Statements

We may send you a statement of activity (“Statement”) on a periodic basis showing the amount billed on your Cardholder Account. The Statement will show separately the Purchases and Cash Advances, if any, that have been posted to your Cardholder Account since your last Statement, plus all other Charges posted to your Cardholder Account during the billing period. Though the Company has accepted responsibility for direct payment, it is up to you to review these Statements carefully to ensure that you recognize all charges billed and that the amount is appropriate for the Company to pay. Any discrepancies should be brought to our attention, and to the attention of the Company, immediately.

Change of Address

You agree to notify us within ten (10) days if you change your address. Until we are notified that your address has changed, we will continue to send Statements and other notices to the last address we maintained on your Account.

Payment

You promise to pay us upon receipt of your Statement for any Charges not reimbursable by the Company (such as any Charges for personal, family or household use improperly made to your Cardholder Account). All Charges must be paid in full each billing period. All written communications concerning disputed amounts, including any check or other payment instrument that you send us (i) in an amount less than the full amount due marked “Paid in Full,” (ii) tendered with other conditions or limitations, or (iii) otherwise tendered as full satisfaction of a disputed amount, must be sent to us at the address for written inquiries shown on your Statement.

Credits

You agree that you will not resell or return for cash refund any goods, tickets, services or other items obtained with your Corporate Card. You may return an item or ticket to a merchant honoring the Corporate Card for credit to your Cardholder Account, if that merchant permits such returns. Credits will be applied to your Cardholder Account as an offset to amounts owed on the Cardholder Account until it is paid in full. If your Cardholder Account has a credit

balance, we will refund it to either you or to the Company upon request, based on our discretion regarding to whom the funds are owed. You hereby appoint the Company as your agent to receive credit balance refunds on your behalf if we are uncertain who should receive the refund, and you agree to look solely to the Company, and not to us, if you believe the credit balance refund should have been refunded to you rather than to the Company. If a credit balance of \$1 or more remains in your Cardholder Account for six (6) months, or for sixty (60) days after termination of your Cardholder Account, we may issue a refund check of such credit balance and send it to the last address shown for you or the Company on our records. If the refund check has not been cashed within one hundred eighty (180) days, or is otherwise returned to us, we may pay the refund to the Company, in which case we will have no further liability to you with respect to such credit balance. Credit balances of less than \$1 will be refunded only upon your request, and if no such request is received within twelve (12) months of origination of the credit balance, a service fee equal to such credit balance will be charged to your Cardholder Account.

Information We Use and Collect

We may use and collect information about you (including making inquiries we consider necessary or appropriate such as obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your request for the Cardholder Account and subsequently, in connection with any updates, renewals, reviewing or collecting your Cardholder Account. We also receive information about the purchases you make on your Cardholder Account. Because the Cardholder Account is a business account, you understand and agree that all information relating to you and/or your Cardholder Account, including without limitation, the purchases you make on your Cardholder Account, your application information, and your balance and payment information, may be shared with the Company, and that you should have no expectation that this information will remain private from the Company (other than any consumer reports we may obtain about you, which we will not share with the Company). We may also share information about you and your Cardholder Account with our affiliates (companies related to us by common ownership or control) or with service providers (including the MasterCard association) who assist us in delivering services in connection with your Cardholder Account or our Corporate Card program. Additionally, we may share information about you or your Cardholder Account at the Company's request with other third parties, to assist the Company in maintaining its records, managing business related expenses and coordinating collection efforts, among other things. For example, the Company may ask us to share information with it or a third party expense management company to review or provide reconciliation services in connection with the employee business expense submission process, or the Company may ask us to share information in connection with a review of employee travel usage. Finally, we may share information as otherwise permitted by law.

Schedule of Fees

We impose an annual fee, cash advance fees, late payment fees, returned item fees, copy retrieval fees, pay-by-phone fees, stop payment fees (in connection with stopped Checks), and replacement card fees (if you ask us to replace a card on an "emergency" or a "rush" basis). The specific fees applicable to your Cardholder Account are set forth in an Addendum enclosed with this Agreement. All fees are charged to your Cardholder Account.

Cancellation or Suspension

Regardless of whether an event of default has occurred, we may cancel or suspend your privilege to use the Cardholder Account, terminate your Cardholder Account or lower your Spending Limit or your Cash Advance Limit at any time for any reason, and we will give you only such notice as is required by law, if any. We may also terminate or suspend your use of ATMs or other electronic terminals without cause or prior notice. If your Cardholder Account is suspended, it may be returned to active status with or without notice to you and at our sole discretion. In addition, the Company may request that we cancel your Cardholder Account at any time. Your Cardholder Account will be cancelled automatically if the Company Account is cancelled or terminated. After cancellation or suspension of your Cardholder Account, you remain responsible for amounts owed on the Cardholder Account in accordance with the terms of this Agreement.

Termination and Acceleration

We may, at our sole option, terminate your Cardholder Account and/or demand that the total balance of your Cardholder Account be paid in full under the following circumstances: (i) you fail to comply with the terms of this Agreement, (ii) you exceed the maximum Spending Limit or Cash Advance Limit on your Cardholder Account, (iii) you or the Company use a check or instrument for payment which is dishonored, (iv) payment for Charges is past due, (v) we have evidence or a reasonable belief that an improper use of your Corporate Card or Cardholder Account has been or may be made; (vi) we have evidence or a reasonable belief that the Company is unable or unwilling to meet all of its obligations, including, but not limited to, those relating to the Company Account; or (vii) the Company Credit Limit has been exceeded. In addition, the total balance of your Cardholder Account will be considered due in full if you become insolvent or bankrupt or upon your death. We may also enforce any of our other legal rights, including the right to charge court costs and reasonable attorney's fees as permitted by law. Late Payment Fees will continue to accrue on all Charges which are past due until such Charges have been paid in full.

Return or Surrender of Corporate Card

If we terminate your Cardholder Account, you must return your Corporate Card to us. If the Company asks you to surrender your Corporate Card to it for any reason, you must do so. If a merchant that accepts the Corporate Card asks you to surrender your expired or terminated Corporate Card, you must do so. You may not use the Corporate Card after it has expired, after we have terminated or suspended your Cardholder Account, or after your employment with the Company has ended, but, if you do, you will be liable for any such use.

Foreign Exchange/Currency Conversion

If you use your Corporate Card for transactions in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or Statement posting date and may be higher than the rate you could have gotten if you had converted dollars into cash and then spent cash for your purchase.

Disputes

If you have any questions, problems, discrepancies, or disputes concerning Charges on your Cardholder Account, you must contact us within sixty (60) days from the Closing Date of the Statement on which such Charges first appear. Follow the instructions set forth on your Statement for contacting us with your question or problem and we will take all reasonable and appropriate steps to provide the information you request or to resolve your dispute. You do not have to pay any amount in question while we are investigating your inquiry, but you must pay the parts of your bill that are not disputed. No late fees will accrue because of the disputed amount pending resolution of the dispute, although such fees may be imposed retroactively if it is determined that the disputed amount is properly payable. We are not responsible for any problem you have with any goods or services you purchase with your Corporate Card or Cardholder Account.

Renewal Cards

Unless otherwise revoked or terminated, your Corporate Card and Cardholder Account will be valid through the expiration date printed on the face of the Corporate Card. By accepting the issuance of the Corporate Card, you are requesting that we issue you a renewal Corporate Card before the current Corporate Card expires. We may continue to reissue your Corporate Card but are not obligated to do so. You agree to notify us immediately upon learning of the loss, theft or possible unauthorized use of the Card or Account. Once we have been notified we may issue a replacement Card.

Changing This Agreement

We have the right to change and/or add to the terms of this Agreement. We will give you notice of the change in advance, to the extent required by applicable law, at the last address for you shown in our records. The new terms may be applied to both new charges, and the then-existing Corporate Card balance of your Cardholder Account, to the extent permitted by applicable law.

Telephone Monitoring

To help ensure quality customer service, on occasion your calls may be monitored or recorded for training and quality control purposes. All calls you make are treated confidentially.

Assignment

We may assign your Cardholder Account and our rights under this Agreement without prior notice to you.

Choice of Law

This Agreement shall be construed in accordance with the laws of the State of Utah and applicable United States federal law, without reference to the choice of law rules of the State of Utah. This Agreement shall be deemed entered into, and all credit extended from, Utah regardless of whether the Company is located in Utah or you reside in Utah or whether you or the Company use the Card in Utah.

By:

Jeffery R. Dye
President, CEO
GE Capital Financial Inc.

SCHEDULE 3

GECF
PARIS ACCESS SUBSCRIPTION AGREEMENT
(Purchasing Accounting Reporting Information System)

GECF:

GE Capital Financial Inc.
4246 South Riverboat Road
Salt Lake City, UT 84123

Subscriber:

Maricopa County
Department of Material Management
320 West Lincoln Street
Phoenix, AZ 85382

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING THE PARIS SYSTEM. ACCESSING THE PARIS SYSTEM INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

GECF and Subscriber (the "Party" and together the "Parties") agree in this Subscription Agreement (the "Subscription Agreement") as follows:

1. ***System and Documentation.*** "System" means the computer program accessed through direct modem connection, defined as "PARIS". "Documentation" means the end-user manuals and other documentation related to the System, and any other materials distributed to Subscriber in relation to the System.
2. ***The Subscription.*** Subject to this Subscription Agreement, Subscriber hereby purchases from GECF, and GECF hereby grants and sells to Subscriber, nonexclusive, nontransferable access to use the System and the Documentation for the benefit of the Subscriber and its Affiliates (the "Subscription"). "Affiliate" is defined as any company that is directly or indirectly owned or controlled by a Party, or Party's corporate parent. Rights not expressly granted by this Subscription Agreement are reserved by GECF. The term of the Subscription shall commence as of the date the Documentation is delivered to Subscriber or the date Subscriber first accesses the System (the "Acceptance Date"), and shall terminate upon the termination of the Purchasing Card Program Agreement by and between, inter alia, GECF and Subscriber (the "Purchasing Card Program Agreement"), unless terminated earlier pursuant to this Subscription Agreement or by mutual agreement of the Parties.
3. ***Payment.*** In consideration for the Subscription and the other rights granted to Subscriber hereunder, Subscriber shall pay to GECF the fees and charges set forth in Schedule 1 to the Purchasing Card Program Agreement.
4. ***Taxes.*** Any applicable sales or use taxes or other taxes or government assessments or duties relating to this Subscription Agreement or the Subscription shall be paid by Subscriber in addition to all other payments set forth in this Subscription Agreement. This Paragraph does not apply to United States federal or state taxes based upon net income which are imposed on GECF. Subscriber shall not be liable for any income or franchise taxes imposed on GECF. By appropriate proceedings, Subscriber may contest the imposition of, or seek a refund of, any taxes for which Subscriber is liable.
5. ***Confidentiality.***
 - (a) ***Definition of Confidential Information.*** In this Subscription Agreement, "Confidential Information" means: (i) the System and Documentation and all trade secrets, know-how and copyrighted information of GECF contained therein; (ii) information that is marked "confidential", "proprietary" or in like words, or that is summarized in writing as being confidential; (iii) any and all related research; and (iv) any and all designs, ideas, concepts, and technology embodied therein. Confidential Information may be in any form, including, without limitation, documents, proprietary forms, software and other electronic data, etc. Confidential Information shall not include

information which: (1) was rightfully known to the recipient prior to the time it was disclosed to the recipient by the other Party, (2) is or becomes part of the public domain through no breach of this Subscription Agreement or fault of the recipient, (3) has in good faith been received by the recipient from a third party without breach of this Subscription Agreement or any other agreement with the other Party or any Affiliate of such other Party, (4) has, by written authorization of the disclosing Party, been approved for release or disclosure by the recipient, or (5) is required by law to be disclosed pursuant to a subpoena or order of a court or government agency, provided that the recipient promptly notifies the disclosing Party of any such order or requirement, and cooperates, at the disclosing Party's expense, in any effort to obtain a protective order from the issuing court or government agency limiting disclosure and use of the information.

- (b) ***Protection of Confidential Information.*** Neither Party shall directly or indirectly, disclose or transfer any of the other Party's Confidential Information, and each Party shall: (i) keep it confidential, (ii) treat it with no less protection than it treats its own confidential information, and (iii) only disclose it to its employees having a reasonable need to know such information. Each Party shall be responsible for its own employees' compliance with the provisions of this Section both during and after the term of this Subscription Agreement and during and for one (1) year after the termination of each such employee's employment.
 - (c) ***Injunctive Relief.*** Both Parties acknowledge that any breach by the other Party of any of the covenants or provisions contained in this Section 5 will give rise to irreparable injury to the offended Party inadequately compensable in damages alone. Accordingly, the offended Party may seek and obtain preliminary and permanent injunctive relief against the breach or threatened breach of said covenants or provisions. Such relief shall be in addition to any other legal or equitable remedies which may be available to the offended Party.
 - (d) ***Survival.*** The provisions of this Section 5 shall survive the expiration or termination of this Subscription Agreement.
6. ***Ownership.*** Subscriber acknowledges that the copyrights, patent rights, trade secrets, trademarks and other intellectual property in and to the System and/or Documentation are the exclusive property of GECF. Notwithstanding anything in this Subscription Agreement to the contrary, GECF retains title, the copyright and all intellectual property rights in and to the System and Documentation and all copies of the Documentation.
7. ***Copies.*** Subscriber may not copy the Documentation without the prior written authorization of GECF. All trademark, copyright and proprietary rights notices must be faithfully reproduced by Subscriber and included on such authorized copies.
8. ***Restrictions.*** Subscriber shall not transfer, disclose, rent, lease, loan, sublicense or timeshare the System or Documentation or any copy thereof. Except for its Affiliates, Subscriber shall not allow any other person to access or use the System or Documentation or any copy thereof. Subscriber shall not use the System to process data for any other person, other than its Affiliates.
9. ***Derivative Works and Trade Secrets.*** Subscriber shall not create any derivative work or product based on or derived from the System or Documentation or modify any System or Documentation. In the event of a breach of this provision (and without limiting GECF's remedies), said modification, derivative work or product based on the System or Documentation is hereby deemed assigned to GECF. Subscriber acknowledges that the System and related output (including procedures, printed output, screen displays, formats, menus, graphics, audio output, etc.) are trade secrets of, and proprietary to, GECF. Subscriber agrees *not* to: (i) use any of the foregoing except under the Subscription of this Subscription Agreement, (ii) disclose any of the foregoing to any other person, other than its Affiliates, or (iii) allow any other person, other than its Affiliates, to inspect, use or copy any of the foregoing. This Paragraph shall also protect and be applicable to these trade secrets even if they are modified or changed by Subscriber.
10. ***Source Code and Reverse Engineering.*** This Subscription Agreement does not entitle Subscriber to any source code or other confidential information which GECF elects to withhold. Subscriber shall not

decompile, disassemble or reverse engineer the System or create any derivative work or product based on or derived from the System or Documentation.

11. **Limited Warranty.** GECF warrants that if the System fails to substantially conform to the specifications in the Documentation and if the nonconformity is reported in writing by Subscriber to GECF within ninety (90) days from the Acceptance Date, then GECF shall either remedy the nonconformity or offer to refund to Subscriber the fees and charges paid by Subscriber upon a return of all copies of the Documentation to GECF and Subscriber terminating access to the System. In the event of a refund the Subscription shall terminate. GECF further warrants that if the Documentation is in a damaged or physically defective condition at the time that it is received by Subscriber, and if it is returned to GECF (postage prepaid) within ninety (90) days of the Acceptance Date, then GECF will provide Subscriber with replacements at no charge.
12. **System Requirements.** Subject to the provisions of Section 13 below, in addition to the Service Bureau client program files to be provided by GECF, Subscriber’s workstation(s) will require the following:

Component	Minimum	Recommended
Operating System	<ul style="list-style-type: none"> Microsoft Windows 95/98 	<ul style="list-style-type: none"> Microsoft Windows NT 4 Microsoft Windows 2000
Personal Computer	<ul style="list-style-type: none"> Pentium 166 or higher processor 	<ul style="list-style-type: none"> Pentium® 300 or higher processor.
Random Access Memory (RAM)	<ul style="list-style-type: none"> 32 megabytes (MB) of RAM. 	<ul style="list-style-type: none"> 64 MB of RAM or higher
Floppy Disk Drive	<ul style="list-style-type: none"> One 3.5-inch high-density disk drive. 	
Available Hard Disk Space	<ul style="list-style-type: none"> At least 2MB free hard disk space (for Service Bureau client program files). 	
Video Adapter and Monitor	<ul style="list-style-type: none"> SVGA 800 x 600 video adapter and monitor. 	<ul style="list-style-type: none"> SVGA 800 x 600 video adapter and monitor.
Input Device	<ul style="list-style-type: none"> Microsoft Mouse or compatible input device. 	
Network Internet Connection	<ul style="list-style-type: none"> Access to internet via network interface 	
Network Interface Card	<ul style="list-style-type: none"> Network Interface Card (NIC) for network connection. 	
Optional Hardware	<ul style="list-style-type: none"> Printers supported by Microsoft Windows NT or 2000. (As many as three printers can be connected to the serial or parallel ports of the workstation.) 	

13. **Future System Releases and Updates.** During the term of this Subscription Agreement, Subscriber will be entitled, at no cost, to access all future releases, updates, and revisions of the System that are made available generally to all users. Subscriber understands that the system requirements set forth in Section 12 above may change, and that future releases, updates, and revisions of the System may require software and/or hardware upgrades from time to time, and that Subscriber will be responsible for the cost of such hardware and software upgrades.
14. **Hours of Availability.** . The System is intended to be available for Subscriber access through normal computer connections. GECF shall use its commercially reasonable efforts to maintain the availability of the System for direct access from 8 a.m. to 8 p.m. Eastern Time, Monday through Friday.

15. ***Disclaimer of Warranties.*** GECF MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS SUBSCRIPTION AGREEMENT. GECF DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. GECF DOES NOT WARRANT THAT THE SYSTEM OR DOCUMENTATION WILL SATISFY SUBSCRIBER'S REQUIREMENTS OR THAT THE SYSTEM OR DOCUMENTATION ARE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF OR ACCESS TO THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE. SUBSCRIBER HEREBY ASSUMES THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO SUBSCRIBER'S AND ITS AFFILIATES' OPERATIONS WHICH COULD BE CAUSED BY DEFECTS OR DEFICIENCIES IN THE SYSTEM.
16. ***Limitation on Liability.*** THE AGGREGATE LIABILITY OF GECF ARISING FROM OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE SYSTEM, OR DOCUMENTATION (REGARDLESS OF THE FORM OF ACTION OR CLAIM - E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE), INCLUDING UNDER ANY INDEMNIFICATION PROVISION HEREOF, IS LIMITED TO THE TOTAL FEES PAID BY SUBSCRIBER UNDER THIS SUBSCRIPTION AGREEMENT. GECF SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GECF IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SYSTEM, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY PARTY OTHER THAN SUBSCRIBER. SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY AND GECF'S SOLE AND EXCLUSIVE LIABILITY ARE SET FORTH IN THIS SUBSCRIPTION AGREEMENT. THIS SUBSCRIPTION AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK AND THE AMOUNTS PAYABLE TO GECF BY SUBSCRIBER REFLECTS SUCH ALLOCATION OF RISK.
17. ***Patent and Copyright Indemnity.*** GECF will, at its own expense, defend and indemnify Subscriber against any action brought against Subscriber to the extent that it is based on a claim that the software infringes upon a United States Patent, a United States copyright or other proprietary right, provided that GECF is notified immediately in writing of such action and claim, and provided further that GECF will have the right to control the defense of all such claims, actions or proceedings. Subscriber will not settle any such claim without GECF's prior written approval.
18. ***Breach.*** If a Party breaches this Subscription Agreement and fails to cure said breach within thirty (30) days after receiving notice of said breach from the non-breaching Party, then the non-breaching Party shall be excused from any further obligation or liability under this Subscription Agreement and the non-breaching Party may terminate the Subscription Agreement by giving notice to the breaching Party.. This paragraph shall not limit the relief, remedies and damages to which the non-breaching Party may be entitled.
19. ***Injunctive Relief.*** Subscriber acknowledges that any breach by Subscriber of any of the covenants or provisions contained in Sections 7, 8, 9, or 10 of this Subscription Agreement will give rise to irreparable injury to GECF, inadequately compensable in damages alone. Accordingly, GECF may seek and obtain preliminary and permanent injunctive relief against the breach or threatened breach of said covenants or provisions. Such relief shall be in addition to any other legal or equitable remedies which may be available to the GECF.
20. ***Termination.*** If the Subscription is terminated, Subscriber shall: (i) immediately discontinue all use of the System and Documentation, and (ii) within thirty (30) days after the effective date of termination, return to GECF or destroy all copies of the Documentation within the possession or control of Subscriber and certify to GECF in writing that it has complied with this paragraph.
21. ***Export Act.*** Subscriber hereby warrants and certifies that neither the System-generated data nor Documentation will be made available or exported by Subscriber to any country in contravention of any law, regulation, executive order or similar restriction of the United States or any of its agencies, including the Export Administration Act of 1979 and regulations relating thereto. The export or re-export of the System

data and/or Documentation may require authorization by a U.S. government agency. Subscriber hereby warrants and certifies that it shall determine and comply with any such requirement including, if necessary, timely application in Subscriber's name for any export license which may be required.

22. **Severability.** If any provision in this Subscription Agreement is invalid or unenforceable, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Subscription Agreement shall remain unaffected.
23. **Construction.** This Subscription Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. The paragraph and other headings in this Subscription Agreement are for the purpose of convenience of reference only and shall not affect the interpretation of this Subscription Agreement.
24. **Assignment.** Neither party may assign or otherwise transfer any right or obligation set forth in this Subscription Agreement, except (i) by either party with the consent of the other party, which consent shall not be unreasonably withheld, or (ii) by either party to an affiliate to whom Subscriber's Purchasing Card Program Agreement with GECF has also been assigned.
25. **Successors.** This Subscription Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
26. **Notices.** All notices and consents permitted or required under this Subscription Agreement must be in writing and shall be delivered in person or by first class, registered or certified mail or by commercial courier or by facsimile transmission to the other Party at the address set forth at the beginning of this Subscription Agreement or such substitute address as a Party may specify for itself by written notice as provided in this Paragraph.
27. **No Waiver.** Acceptance by a Party of any performance less than required hereby shall not be deemed to be a waiver by such Party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder by a Party shall be binding unless reduced to writing and signed by such Party.
28. **Force Majeure.** A Party shall not be liable to the other Party for any failure to perform obligations due to any cause beyond a Party's reasonable control.
29. **Governing Law.** This Subscription Agreement shall be governed by the laws of the United States and the State of Utah.
30. **Attorneys' Fees.** In the event of any litigation or arbitration between the Parties relating to this Subscription Agreement, the prevailing Party shall be entitled to recover from the other Party all reasonable attorneys' fees and other reasonable costs incurred by the prevailing Party in connection therewith and in pursuing and collecting remedies (including appeals), relief and damages.
31. **Entire Agreement.** This Subscription Agreement: (i) represents the entire agreement between the Parties relative to the subject matter hereof, (ii) supersedes all prior agreements, understandings, representations and warranties relating to the subject matter of this Subscription Agreement, and (iii) may only be amended, canceled or rescinded by a writing signed by both Parties. Any terms or conditions of any purchase order or other document submitted by Subscriber in connection with the System, Documentation or relating to this Subscription Agreement which are in addition to, different from or inconsistent with the terms and conditions of this Subscription Agreement are not binding on GECF and are ineffective.

BY YOUR ACCEPTANCE OF THE PURCHASING CARD PROGRAM AGREEMENT AND USE OF THE PARIS SYSTEM, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS SUBSCRIPTION AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

SCHEDULE 4

REGISTRATION REQUEST FORM
(GE NetService)

GE Capital Financial Inc. (GECF) has launched an Internet-based product for account inquiries and maintenance, GE NetService. The online system features inquiry abilities, where cardholders or program administrators can view the same data that normally appears on their statements. The system features daily feeds so cardholders/PAs no longer need to wait for monthly statements to view charges. There presently is no charge for this service.

If you are interested in this service and wish to allow your program administrators and authorized employees to have access, please fill out, sign and return this registration form to your Implementation Manager.

Terms and Conditions

- 1. GE NetService involves the transmission of account information over the Internet. GECF has implemented industry-customary security measures to protect the privacy of the information transmitted. However, GECF will not be liable for any damages resulting from any unauthorized access, theft of information or other security breach with respect to the GE NetService website and the information contained therein.
2. GE NetService may not only allow account inquiry, but may also allow account update and maintenance activity. County acknowledges and agrees that GECF may accept as authentic, and act upon without liability, any information that is accompanied by the appropriate password or other identifier, without further investigating the source of the information. County further acknowledges and agrees that GECF may also treat any transmitted information as accurate, and the undersigned County will be responsible for any inaccuracies in the information transmitted to GECF. However, GECF may, in its discretion and without liability, delay the implementation of any transmitted information if it suspects fraud or unauthorized access.
3. GE NetService is not intended as a substitute for the monthly billing statement, and should not be relied upon as such. The features available with GE NetService do not supercede or replace the rights and obligations of GECF, the undersigned County or the County's employees pursuant to the program agreement(s) and/or the cardholder agreements.
4. GECF may discontinue or terminate the County's access, or that of any of its employees, at any time.

By signing below, the undersigned County hereby requests access to GE NetService for itself and its authorized employees and acknowledges and agrees to the above Terms and Conditions.

This registration request is dated _____, _____, _____.

Company Name

By _____
Signature of Authorized Officer or Representative

Print Name

Please list the name of your company contact for:

Purchasing set up: _____

Email Address: _____

Travel & Entertainment
Card set up: _____

Email Address: _____

EXHIBIT C

**CONTRACT FOR PROCUREMENT CARD SERVICES
(PARTICIPATING PUBLIC AGENCY AGREEMENT)**

This Contract is entered into this ___ day of _____, 20__ by and between _____ (“Agency”), a political subdivision of the State of _____, and GE Capital Financial Inc., a Utah industrial loan corporation (“GECF”) for the purchase of procurement card services.

RECITALS

GECF is authorized by MasterCard International, Inc. (“MasterCard”) to establish and issue domestic charge accounts and charge cards relating to such accounts for use by the Agency and its employees for the purpose of facilitating and expediting the purchase of, and payment for, various goods and services acquired for legitimate business purposes. Such accounts and cards shall be referred to as “Accounts” and “Cards”.

The Agency wishes for GECF to issue such Cards and/or Accounts to the Agency and its employees.

Maricopa County, a political subdivision of the State of Arizona, currently has Intergovernmental Cooperative Purchasing Agreements (ICPAs) with numerous governmental units throughout the State of Arizona and the United States. These ICPAs allow such governmental units to have access to the terms and conditions of contracts negotiated by Maricopa County.

AGREEMENT

IN CONSIDERATION OF the mutual promises and agreements set forth herein, GECF and the Agency agree as follows:

1.0 TERM AND TERMINATION

1.1 This Contract is for a term of _____ months, beginning on the _____ day of _____, 20__ (the “Effective Date”) and ending the _____ day of _____, 20__.

1.2 The Agency may, at its option and with the agreement of GECF, extend the period of this Contract for additional one (1) year terms up to a maximum of five (5) additional terms. The Agency shall notify GECF in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

1.3 Agency may terminate this Contract for convenience by providing at least ninety (90) calendar days advance notice to GECF.

Agency may terminate this Contract if GECF fails to perform its obligations as set forth in this Contract, and such failure continues for more than thirty (30) days after receipt of written notice from Agency of such failure, or if GECF becomes insolvent or generally fails to pay its debts as they mature.

1.4 GECF may terminate this Contract at any time (including during the initial term) on ninety (90) days’ advance written notice to the Agency. Notwithstanding anything in this Contract to the contrary, GECF may immediately terminate this Contract in the following situations:

(a) The Agency (i) breaches any term of this Contract other than an obligation to pay GECF, which breach remains uncured by the Agency for thirty (30) days following notice from GECF of the breach, or (ii) fails to pay GECF any amount when due;

- (b) Any of the facts represented by the Agency in connection with this Contract prove to be incorrect or materially misleading;
- (c) The Agency becomes insolvent (e.g., fails to pay its debts as they become due), an involuntary or voluntary petition of bankruptcy is filed against or by the Agency, or an order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority is entered with respect to the assets of the Agency;
- (d) An adverse judgment, order, or award is entered against the Agency having a material adverse impact on the financial solvency of the Agency;
- (e) Any other event occurs having a material adverse financial impact on the Agency or a detrimental effect on the ability of the Agency to perform its obligations under this Contract; or
- (f) If GECF is notified by a federal or state regulatory agency or by MasterCard that any aspect of this Contract does not comply with any applicable law, regulation, rule, policy of order applicable to GECF, or if the Agency alleges, or GECF determines, that any provision of this Contract is not enforceable in accordance with its terms, or if GECF determines that compliance with applicable local/county government contracting provisions is impractical or unduly burdensome on its operations.

Upon the occurrence of any event set forth in this Section 1.4, GECF may, in lieu of termination, suspend all services and obligations hereunder until such condition is cured or no longer exists.

- 1.5 If notice of termination has been given by either party, GECF shall be under no obligation to issue Cards and/or Accounts to new cardholders during said notice period. Notwithstanding the preceding sentence, the Agency shall not be relieved of its obligations with respect to payment to GECF on existing Cards and/or Accounts.

2.0 INCENTIVE BONUS AND REVENUE SHARING PAYMENT

- 2.1 If, during the twelve months immediately preceding the Effective Date of this Contract, the Agency has had a contract for procurement services with a provider other than GECF and the annual net purchase volume charged to the procurement account during the immediately preceding calendar year under such contract (the "Prior Year's Procurement Volume") is greater than five million dollars (\$5,000,000), then the Agency may select from one of the following two options by notifying GECF within thirty (30) days of the Effective Date hereof:
- (i) GECF, within forty-five (45) days of the date the first Card is mailed by GECF to the Agency or an Authorized Employee, shall advance to the Agency a one-time payment equal to the product of twenty (20) basis points (0.002) multiplied by the Prior Year's Procurement Volume; or
 - (ii) Provided the Agency's first fourteen months' net purchase volume charged to Accounts established hereunder (measured from the Effective Date of this Contract to the first anniversary of such Effective Date) ("First Year Net Procurement Volume") is greater than five million dollars (\$5,000,000) then GECF, within forty-five (45) days after the first anniversary date of this Contract, shall pay to the Agency a one-time payment equal to the product of twenty (20) basis points (0.002) multiplied by the First Year Net Procurement Volume.
- 2.2 If, during the twelve months immediately preceding the Effective Date of this Contract, the Agency has not had a contract for procurement services with any provider, and provided the Agency's First Year Net Procurement Volume is greater than five million dollars (\$5,000,000) then GECF, within forty-five (45) days after the first anniversary date of this Contract, shall pay to

the Agency a one-time payment equal to twenty (20) basis points (0.002) multiplied by the First Year Net Procurement Volume.

- 2.3 (a) The amounts paid to the Agency under Sections 2.1 and 2.2 hereof shall be repaid by the Agency to GECF (or may be offset by GECF against other amounts due to Agency from GECF as described in Section 2.4 hereof) to the extent provided for in this Section 2.3 if for any reason, the Agency fails to attain the applicable Minimum Annual Net Procurement Volume threshold. For purposes of this Section 2, "Minimum Annual Net Procurement Volume" means for each program year, either (a) if the Agency's one-time payment is pursuant to Section 2.1(i), an amount equal to the Prior Year's Procurement Volume; or (b) if the Agency's one-time payment is pursuant to Section 2.1(ii) or Section 2.2, an amount equal to the First Year Net Procurement Volume. Also, for purposes of this Article 2, "Actual Annual Net Procurement Volume" shall mean the total amount of purchases made by Authorized Employees hereunder less returns and credits during the twelve month period between anniversary dates of this Contract, or the shorter period between the last such anniversary date and the termination date of this Contract (each considered a "Contract Year").
- (b) The amount to be repaid based on failure to meet the Minimum Annual Net Procurement Volume Threshold for any Contract Year will be calculated as follows:
- (iv) Divide the Actual Annual Net Procurement Volume by the Minimum Annual Net Procurement Volume Threshold; and
 - (v) Multiply the resulting number times one-fifth of the amount previously paid to the Agency under Section 2.1 or 2.2 hereof.
 - (vi) The resulting amount will be paid by Agency to GECF within thirty (30) days after GECF's calculation is provided to the Agency.
- (c) Upon termination of the Contract for any reason, the Agency and GECF will do a final adjustment of the signing bonus. The adjustment will be calculated as follows:
- (iv) Add the Actual Annual Net Procurement Volumes achieved by Agency under the Program in each Contract Year up to the termination date.
 - (v) Divide that number by the total of the Minimum Annual Net Procurement Volume Thresholds shown above for all five years, even if the Contract terminated before running for five years.
 - (vi) If the result in (ii) is less than 1, then multiply the result by the original signing bonus paid by GECF to the Agency, and subtract any repayments of portions of the signing bonus made by the Agency to GECF under Section 2.3(b) above. The difference is what the Agency owes to GECF.
- 2.4 In addition to any incentive bonus outlined in Sections 2.1 or 2.2, during the term of this Contract, GECF shall pay to the Agency within sixty (60) days after each anniversary date of this Contract and, in the event this Contract is terminated for any reason, within 210 days after the effective date of termination, certain revenue sharing payments based on the Agency's Actual Annual Net Procurement Volume and speed of payment. These revenue sharing payments will be paid in accordance with the tables set forth in Schedule 1 attached to Exhibit A attached hereto and will be reduced by (i) the amount of all fraud losses and credit losses incurred by GECF under the program contemplated by this Contract, and (ii) at GECF's option, any amounts owed by the Agency to GECF which GECF decides to offset. Fraud losses and credit losses are all amounts due to GECF in connection with any Account (including principal amounts and all fees) that GECF has written off as uncollectable pursuant to GECF's standard policies and procedures.

3.0 DUTIES

- 3.1 The Agency and GECF shall perform their respective duties stated in the Program Agreement, attached hereto and incorporated herein as Exhibit "A."

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

Each party (hereafter, the “Indemnifying Party”) shall indemnify, defend, and hold harmless the other party and its affiliates, their directors, officers, employees, agents, and representatives from and against any losses which are incurred, caused, or arise from (i) material breach of this Contract or (ii) any gross negligence, fraud, or willful misconduct of the Indemnifying Party’s employees, officers, directors, or agents. For purposes of this Section, “losses” shall mean any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including, without limitation, interest that may be imposed in connection therewith, costs and expenses of investigation, and reasonable fees and disbursements of counsel and other experts) incurred by either party to this Contract as a result of claims asserted by a third party.

4.1.2 Insurance Requirements.

Without limiting or qualifying GECF’s liabilities, obligations or indemnities otherwise assumed by GECF pursuant to this Agreement, GECF shall maintain, at its sole cost and expense, with companies acceptable to the Agency the following insurance coverages:

4.1.2.1 Commercial General Liability. GECF shall maintain Commercial General Liability insurance with limits of liability not less than \$1,000,000 per occurrence and including liability coverage for bodily injury or property damage (1) assumed in a contract or agreement pertaining to GECF’s business and (2) arising out of GECF’s products, services or work. GECF’s insurance shall be primary with respect to liabilities assumed by GECF in this Agreement to the extent such liabilities are the subject of GECF’s insurance, and any applicable insurance maintained by Agency shall be excess and non-contributing.

4.1.2.2 Statutory Workers’ Compensation. GECF shall carry Statutory Workers’ Compensation insurance coverage, including a Broad Form All States Endorsement in the amount required by law, and Employers’ Liability Insurance in the amount of \$1,000,000 per occurrence.

4.1.2.3 Professional Liability Insurance. GECF shall carry Professional Liability Insurance (including errors and omissions coverage) with limits of liability not less than \$1,000,000. This requirements does not apply if GECF is not providing any professional service.

4.1.3 Certificates of Insurance.

GECF, upon request from Agency, shall provide Agency with properly executed certificate(s) of insurance prior to commencement of performance of this Agreement and shall notify Agency, no less than thirty (30) days in advance, of any reduction or cancellation of the above coverage.

4.2 NOTICES

All notices given pursuant to the terms of this Contract shall be addressed to:

For Agency:

For GECF:
G E Capital Financial Inc.
Attn: Legal Department
4246 South Riverboat Road
Salt Lake City, Utah 84123

4.3 REQUIREMENTS CONTRACT

GECF signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not require the Agency to purchase any particular volume of services, but all or a portion of the signing bonus may be repayable to GECF if the Annual Net Procurement Volume thresholds set forth in Section 2 above are not met.

4.4 RELATIONSHIP WITH MARICOPA COUNTY

Agency is responsible for its own actions under this Agreement and is not responsible for the actions of Maricopa County. The Agency acknowledges and understands that GECF may pay Maricopa County a revenue sharing payment based on Agency's annual volume under its Agreement with GECF.

4.5 OFFSET FOR DAMAGES

In addition to all other remedies at law or equity, the Agency may offset from any money due to GECF any amounts GECF owes to the Agency for damages resulting from breach or deficiencies in performance under this contract.

4.6 ADDITIONS/DELETIONS OF SERVICE

Any additions/deletions of service will be reflected in a written amendment to this Contract, executed by both parties hereto.

4.7 SERVICING

GECF may retain third parties (which may include, without limitation, GECF's affiliates) to perform various servicing functions in connection with the program contemplated by this Contract, including, but not limited to, Card preparation and mailing, charge authorization, sales processing, billing, data processing, information technology services, customer service and collection efforts. Such retention of a third party servicer shall not relieve GECF of its liability for performance of any of its duties under this Contract.

4.8 AMENDMENTS

All amendments to this Contract must be in writing and signed by both parties.

4.9 RETENTION OF RECORDS

GECF agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Agency, Federal or State auditors and any other persons duly authorized by the Agency shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If GECF's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, GECF shall reimburse the Agency for the services not so adequately supported and documented.

4.10 AUDIT DISALLOWANCES

If at any time Agency determines that a cost for which payment has been made is a disallowed cost, such as overpayment, Agency shall notify GECF in writing of the disallowance. Agency shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by GECF by the amount of the disallowance, or to require repayment of the disallowed amount by GECF.

4.11 WAIVER AND SEVERABILITY

Either party may, at its option, choose to delay enforcing or waive any of its rights under this Contract in certain circumstances. Such party does not thereby waive the same right in other circumstances. Either party may delay enforcing or waive any of its rights under this Contract without affecting any of its other rights. If any provision of this Contract is finally determined to be unenforceable under any law, rule, or regulation, all other provisions of this Contract shall remain valid and enforceable to the extent necessary to carry out the intent of the parties.

4.12 RIGHTS IN DATA

The Agency shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided under this Contract or by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.13 INTEGRATION

This Contract, including its attached Exhibits and Schedules, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.14 REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that:

- (a) This Contract constitutes the valid, binding, and enforceable agreement of such party;
- (b) The execution of this Contract and the performance of its obligations hereunder (i) do not constitute a breach of any contract or agreement of such party with any third party, (ii) are within such party's corporate powers, and (iii) have been approved by all necessary corporate action of such party;
- (c) The execution of this Contract and the performance of such party's obligations under this Contract will not cause a breach by such party of any duty arising under law or in equity; and
- (d) Such party possesses the financial capacity to perform its obligations under this Contract.

4.15 MISCELLANEOUS

4.15.1 Financial Statements

Upon GECF's request, the Agency shall provide to GECF in a timely manner current financial information of the Agency, including, but not limited to, copies of its current audited financial statements. Notwithstanding the preceding sentence, to the extent the Agency's current financial information is publicly available, GECF will access such publicly available financial information and contact the Agency only if additional information is needed.

4.15.2 Remedies Upon Breach

Except where a remedy is expressly provided for by the terms of this Contract, termination of this Contract will be a party's sole remedy for the failure to perform or improper performance under this Contract, other than (i) a breach of any obligation to comply with or assure compliance with applicable law, (ii) a breach which gives rise to a claim for which there is a right to indemnification under Section 4.1.1 above, (iii) an intentional breach by either party, or (iv) nonpayment of the Company's indebtedness to GECF under this Contract. In those cases where termination is not the non-breaching party's sole remedy, the non-breaching party shall be entitled to recover from the breaching party any actual damages caused by its breach, but neither party will be liable for any punitive or exemplary damages, or for any special, indirect, or consequential damages (including, without limitation, costs incurred in developing and implementing the program represented by this Contract, lost revenues, lost profits, or lost prospective economic advantage) arising from or in connection with any performance or failure to perform under this Contract, including an unjustified, willful, or deliberate failure to perform, even if such party knew or should have known of the existence of such damages, and each party hereby releases and waives any claims against the other party for such damages.

4.15.3 Changes in Terms

GECF may change any term of the Cardholder Agreement by sending a timely notice to the Agency and the Authorized Employee of such change. GECF may change any term of this Contract by sending a timely notice to the Agency if such change is being made with respect to all similarly situated corporate customers; however, if the Agency determines that such change is materially adverse to its interests, the Agency may provide prompt notice to GECF of the Agency's intent to terminate this Contract thirty (30) days after such notice. In such event, the subject change in terms to this Contract shall not become effective prior to termination.

4.15.4 Assignment

Neither party may assign this Contract nor any of its interests, rights, or payments hereunder without the prior written consent of the other party, *provided that*, without notice to the Agency, GECF may assign any receivable accruing under this Contract and any right to collect such receivable to any affiliate of GECF.

4.15.5 Force Majeure

In the event either party is prevented from performing this Contract by circumstances beyond its control, including, without limitation, labor dispute, fire, explosion, flood, act of God, war or other hostilities, civil commotion, breakdown of machinery, domestic or foreign governmental acts, orders or regulations, or inability to obtain facilities or supplies, the obligation of GECF to deliver Cards and services or to perform its other obligations hereunder, and the obligation of the Agency to perform its obligations hereunder, shall be suspended during the period of such disability.

4.15.6 Nature of Contract

Nothing contained in this Contract shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between GECF and the Agency. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Contract, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent of the other party.

4.15.7 Survival

Sections 2.1, 2.2, 4.1.1, 4.11, 4.15.4 and 4.15.5 of this Contract shall survive the expiration or termination of this Contract. In addition, the obligations of the Agency with respect to transactions made using a Card or Account and obligations to pay accrued fees as set forth in Section 4.2 of the Program Agreement shall continue until fully performed. Termination or expiration shall not be deemed to have occurred until the Agency has complied with the provisions of Section 3.3 of the Program Agreement regarding the destruction of Cards.

4.15.8 Choice of Law

This Contract is made in the State of Utah and all credit is extended from the State of Utah, regardless of whether the Company or its employees reside in Utah or the Card or Accounts are used in Utah. The validity, interpretation and performance of this Contract shall be determined in accordance with the laws of the State of New York, without reference to its choice of law provisions.

4.15.9 Confidentiality

All information furnished by either party in connection with all personal information of Authorized Employees, shall be kept confidential by the other party and not disclosed to a third party (other than disclosure to (a) the parent, a subsidiary or affiliate of GECF if such parent, subsidiary or affiliate is involved in analyzing the program contemplated by this Contract, and/or to (b) a servicer pursuant to Section 4.7) and shall be used by it only in connection with this Contract, the program described herein, and the transactions contemplated hereby, except to the extent that such information: (i) is already lawfully known to the other party when received, (ii) thereafter becomes lawfully obtainable from other sources, (iii) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government, or (iv) is, on the written opinion of counsel (which opinion shall be delivered to the party that originally furnished the information), required by law to be disclosed by such other party, *provided that* notice of such disclosure has been given to the party that originally furnished the information (when legally permissible) and that the party intending to disclose the information uses its commercially reasonable efforts to provide sufficient notice to permit such other party to take legal action to prevent the disclosure. The parties recognize that nothing in this Section shall require a party to return Account transaction data to the other party upon termination.

4.15.10 Name and Trademark Usage

Except as otherwise provided for herein, neither party shall use the name or logo of the other party without the other party's written consent.

4.15.11 Gifts and Gratuities

GECF and the Agency hereby certify that neither GECF nor any agent or representative of GECF has at any time provided or offered to provide, nor during the term hereof will provide or offer to provide, any gratuity, including, but not limited to, entertainment, personal services, money, or gifts, to any director, officer, or employee of the Agency or any affiliate of the Agency or to any family member of any such person in order to secure this Contract or to secure any favorable treatment by the Agency in respect of this Contract or in respect of its performance; provided that GECF may, without violating any provision of this Section, furnish a business meal or other gratuity of ordinary, reasonable cost to any director, officer, or employee of the Agency, in compliance with GECF's (or its affiliates' as applicable) Integrity Policy.

4.16 SOFTWARE AND ELECTRONIC SERVICES

4.16.1 Software Access Subscription Agreement

The Agency may use GECF’s electronic reporting systems in accordance with the terms and conditions of the software Access Subscription Agreement attached to the Program Agreement as Schedule 3. Execution of this Contract shall be deemed acceptance of the terms and conditions of such software Access Subscription Agreement.

4.16.2 GE NetService

The Agency may use GECF’s internet based cardholder inquiry system (GE NetService) upon execution of the Registration Request Form attached to the Program Agreement as Schedule 4.

THIS CONTRACT IS DEEMED AN APPLICATION FOR SERVICES AND WON’T BE BINDING UNTIL SIGNED BY BOTH PARTIES HERETO.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

GE CAPITAL FINANCIAL INC.

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

EFFECTIVE DATE

AGENCY: _____

BY: _____
DATE

BY: _____
DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

AGENCY ATTORNEY

DATE

EXHIBIT A**PROGRAM AGREEMENT***Central Bill*

IN CONSIDERATION OF the mutual promises and agreements set forth herein, GECF and the Agency agree as follows:

**ARTICLE I
CARD ISSUANCE**

Section 1.1. Authorized Representatives. The Agency agrees to designate, by separate communication from a duly authorized representative to GECF, those individual(s) who are authorized to act on behalf of the Agency in administering all aspects of the program represented by this Agreement, including, but not limited to, requesting Cards or Accounts for Employees, making administrative changes to systems or Card controls, and terminating use of Cards or Accounts (“Authorized Representatives”).

Section 1.2. Request for a Card or Account. Upon receipt of a document signed by an Authorized Representative of the Agency designating the names and addresses of the employees of the Agency and/or its subsidiaries authorized to use a Card (“Authorized Employees”), GECF shall establish an Account in the name of each Authorized Employee. GECF shall issue a Card to each Authorized Employee, but only if each Authorized Employee (i) is an employee, partner, or officer of the Agency or its subsidiary, (ii) has a business or commercial need for a Card, and (iii) executes a Card application, or fulfills an alternative application process that GECF and the Agency shall mutually agree upon. GECF reserves the right to establish additional requirements to be met by potential Authorized Employees from time to time.

Section 1.3. Use of Agency Marks. Each Card shall bear the name of the Authorized Employee in whose name the Account and the Card are established and shall, at the option of the Agency, bear the Agency’s name, trademark, or logo (collectively, “Marks”) in a form supplied by the Agency. The Agency hereby grants GECF a non-exclusive limited license to apply the Agency’s Marks to the Cards solely for use in connection with the program represented by this Agreement and for no other purpose.

Section 1.4. Card Issuance. Upon receipt of a properly submitted request, GECF shall promptly initiate steps to deliver a Card to an Authorized Employee. Unless otherwise instructed by the Agency, GECF shall issue renewal Cards from time to time as such cards are scheduled to expire. The Agency and/or the Authorized Employee shall promptly notify GECF of any Cards or Accounts that are lost, stolen, or believed to be used fraudulently, whether by employees or non-employees. Upon notification by the Agency or an Authorized Employee of a lost, stolen, or damaged Card, GECF shall issue a replacement Card to the Authorized Employee. The fees charged for normal and expedited initial or replacement Cards are set forth on the attached Schedule 1. GECF shall mail the Card, along with other appropriate disclosures as may be required by this Agreement and applicable law, to the address designated in the documentation received from the Agency.

**ARTICLE II
CARD AND ACCOUNT USE**

Section 2.1. Use of Cards and Accounts. A Card may only be used by the Authorized Employee whose name appears on the face of the Card to purchase goods and services from participating MasterCard merchants for legitimate business purposes of the Agency and in accordance with the business expense policies of the Agency. In no event shall a Card be used for any other purpose, including, but not limited to, the personal, family, or household purposes of the Authorized Employee. The Agency shall notify in writing its Authorized Employees of this business purpose restriction to ensure that the Cards and the Accounts are used only for the legitimate business purposes of the Agency and to preclude Unauthorized Use. For purposes of this Agreement, “Unauthorized Use” shall mean (i) use of a Card or Account by the Authorized Employee for his or her personal, family, or household purposes; provided that Unauthorized Use shall not include use by the Authorized Employee in the course of or in connection with his or her employment, or (ii) use of a Card or Account by a person other than the relevant Authorized Employee either with the permission of the Authorized Employee or which results, directly or indirectly, in a benefit to the Agency. All extensions of credit made pursuant to Cards and Accounts shall be deemed to be extensions of credit made to or for the benefit of the Agency and shall not be deemed to be to or for the benefit of the Authorized Employee.

Section 2.2. Account Credit Limit. GECF and the Agency shall establish a maximum credit limit (“Account Credit Limit”) for each Account, based upon the creditworthiness of the Agency and the Agency’s reasonable estimate of the legitimate purchase requirements of that Account. GECF shall notify the Agency and/or the Authorized Employee of the Account Credit Limit for each Account. GECF may change previously established Account Credit Limits as it determines is appropriate. GECF shall be under no obligation to accept any charge if the total unpaid charges and any fees authorized by this Agreement or the Cardholder Agreement (collectively, the “Outstanding Balance”) for an Account exceed or would exceed the Account Credit Limit established by GECF for that Account.

Section 2.3. Aggregate Credit Limit. GECF shall establish a limit for the maximum credit extended by GECF to the Agency pursuant to this Agreement (the "Aggregate Credit Limit"), the amount of which will be communicated by GECF to the Agency. GECF may change the Aggregate Credit Limit from time to time as it determines is appropriate. GECF shall be under no obligation to accept any charge if the sum of the Outstanding Balances for all Accounts exceeds or would exceed the Aggregate Credit Limit.

Section 2.4. Cardholder Agreement. The Agency shall comply with, and shall use all commercially reasonable efforts to ensure that each Authorized Employee complies with, the terms of the Cardholder Agreement, attached hereto as Schedule 2.

Section 2.5. GE Pre-Authorization System™. Upon written notice to GECF, the Agency may elect to utilize the GE Pre-Authorization System™ ("Pre-Auth"). Additional information and conditions regarding Pre-Auth are included in the Pre-Auth user guide which will be provided to the Agency prior to utilization of Pre-Auth.

ARTICLE III CARD AND ACCOUNT TERMINATION

Section 3.1. Account Termination by the Agency. The Agency may terminate the authority of any Authorized Employee to use a Card or Account by providing notice of such termination of authority to GECF. GECF shall immediately take steps to effectuate such termination within a reasonable time (not to exceed 24 hours). In the event an Authorized Employee is terminated, whether voluntarily or involuntarily, the Agency shall immediately provide GECF with notice of such termination to afford GECF a reasonable opportunity to restrict spending or close that Authorized Employee's Account.

Section 3.2. Account Suspension or Termination by GECF. GECF may immediately suspend or terminate the Account or Card of an Authorized Employee if GECF determines that the Authorized Employee or the Agency has breached any provision of this Agreement or the Cardholder Agreement or that the Card or Account has been the subject of possible Unauthorized Use. Without limiting any of the foregoing and without waiving any of its rights hereunder, GECF may suspend any Card or Account that is thirty (30) days or more past due, or may terminate any Card or Account that is sixty (60) or more days past due.

Section 3.3. Destruction of Cards. Upon termination of an Authorized Employee's Account or upon expiration or termination of this Agreement, the Agency shall use all commercially reasonable efforts to collect and destroy the applicable Cards.

ARTICLE IV BILLING AND REPAYMENT

Section 4.1. Statements and Payment. At the end of each monthly billing cycle (the closing date of which is set forth on Schedule 1), GECF shall prepare a statement ("Statement") reflecting the total amount of charges and fees incurred during that billing cycle and the Outstanding Balance, itemized by Account. The sum of the Outstanding Balances shall be immediately due and payable and shall be reflected as the "Amount Due." The Statement shall be mailed to the Agency, at the address shown in GECF's records following the close of the billing cycle. GECF may provide a memo copy of Statements reflecting individual Account activity to the Authorized Employee for review purposes only. Upon receipt of the Statement, the Agency shall promptly remit to GECF payment equal to the Amount Due. If the Agency uses PARIS and the Amount Due at the end of a billing cycle does not match the data in PARIS for the same such billing cycle, GECF will assist the Agency in reconciling any differences.

Section 4.2. Fees. The Agency agrees that the Cards and/or Accounts are subject to all fees identified in Schedule 1, Section 3, including but without limitation, a late payment fee. In addition, the Agency agrees to pay all fees shown on Schedule 1, Section 4.

ARTICLE V LIABILITY FOR CHARGES

Section 5.1. Liability. The Agency shall be liable for, and shall repay to GECF, all charges made on a Card or Account and any fees incurred in connection therewith, including charges resulting from Unauthorized Use. The Agency shall not be liable for charges to an Account resulting from Card theft or other fraudulent use by third parties not employed by the Agency, unless such theft or fraudulent use (i) occurs as a result of the Agency's lack of reasonable security procedures regarding Cards and/or Accounts, (ii) is caused by an unreasonable delay in notifying GECF that such Card or Account was lost, stolen or compromised, or (iii) results in a benefit, directly or indirectly, to the Agency.

Section 5.2. Disputed Amounts. The Agency or the Authorized Employee may dispute amounts reflected on a Statement that it believes to be incorrect because (i) the amount shown on the Statement does not reflect the actual face value of the transaction, (ii) the transaction shown on the Statement did not result from the use of the Cards or the Accounts, or (iii) the Statement reflects fees not properly accrued under this Agreement or the Cardholder Agreement. The Agency or the Authorized Employee shall notify GECF in writing of its intention to dispute the amount within sixty (60) days following the billing cycle closing date of the Statement on which the disputed amount first appears. GECF shall promptly investigate the disputed amount and determine whether the amount is properly the responsibility of the Agency. Until GECF completes its investigation and resolves whether the disputed

amount is properly payable by the Agency, conditional credit in the amount of the dispute will be applied to the Account. If the investigation is resolved in favor of the Agency, the conditional credit will become a permanent credit applied to the Account. If the investigation resolves in the favor of GECF, the Agency will remit the prior disputed amount to GECF on the next Statement. No late fees will accrue because of the disputed amount pending resolution of the dispute.

Section 5.3. Chargebacks. The Agency shall use its commercially reasonable efforts to resolve all business-to-business purchase disputes directly with the merchant; such disputes shall include, but are not limited to, quality issues, purchase price discrepancies, warranty issues, and other performance issues. With respect to any transaction for which the merchant might be held liable under applicable MasterCard rules, the Agency or the Authorized Employee shall so notify GECF in writing. The Agency acknowledges that under MasterCard rules, its chargeback rights may be more limited in situations where no Card has been issued for an Account or where a transaction is consummated without a signature. GECF shall attempt to charge the transaction back to the merchant in accordance with MasterCard procedures. Such attempted chargeback by GECF shall not relieve the Agency of liability for the amount of the transaction unless MasterCard actually charges the transaction back to the merchant, in which case the amount of the chargeback will be credited to the next billing Statement.

ARTICLE VI SPECIAL PURPOSE ACCOUNTS

Section 6.1. Request for Special Purpose Account. Upon request by the Agency, GECF will establish separate Accounts which may be used by the Agency for special purposes such as meeting planners, central travel, stripped billing, etc. ("Special Purpose Accounts"). Cards may or may not be issued in conjunction with Special Purpose Accounts. Special Purpose Accounts will only be established upon receipt of an application signed by a duly authorized officer of the Agency requesting such account. GECF shall issue an Account number to the Agency for each Special Purpose Account which is established. Except as specifically addressed in this Article, all references in this Agreement to the term "Account" (including but not limited to references regarding liability, billing, payment, fees, suspension and termination) shall be deemed to include "Special Purpose Accounts".

Section 6.2. Billing and Payment. Notwithstanding anything contained in Article IV above, all charges and resulting fees made on any Special Purpose Account established hereunder ("Special Purpose Account Charges") shall be billed directly to the Agency by GECF. At the end of each billing cycle, GECF shall prepare a Statement reflecting the total amount of Special Purpose Account Charges and any fees incurred in connection therewith during that billing cycle and the Outstanding Balance, itemized by each Special Purpose Account. The sum of the Outstanding Balances shall be reflected as the "Amount Due." The Statement shall be mailed to the Agency, at the address shown in GECF's records. The Agency shall promptly remit to GECF, at the address shown on the Statement, payment equal to the Amount Due as reflected on such Statement. If the Agency uses PARIS and the Amount Due at the end of a billing cycle does not match the data in PARIS for the same such billing cycle, GECF will assist the Agency in reconciling any differences.

**SCHEDULE 1
PROGRAM AGREEMENT**

1. Payment:

Payment of all charges made using the Purchasing Card Program are due in full to GECF subject to the following:

- a. Payment Frequency: Once per billing cycle.
- b. Payment Method (circle one): EDI, Wire Transfer, ACH Debit, ACH Credit (*Choose One*).
- c. Grace Period after Invoice or Billing (circle one): 17 days, 30 days.

2. Account Fees:

- a. Individual Card Fee, Per Year: Waived.
- b. Late Payment Fee, Per Occurrence: 1% of outstanding balance due.
- c. Copy Retrieval Fee, Per Request: \$5.00 each.
- d. Card Issuance:

Emergency Card, Per Request:	\$50.00 each (MasterCard fee)
Fast/Express Card, Per Request:	\$35.00 each
Normal Card, Per Request:	No charge
- e. Foreign Currency Adjustment Factor: The current adjustment factor by which MasterCard adjusts the foreign exchange/currency conversion rate is one percent (1%).
- f. Custom Card Fees: If the Agency chooses to have custom cards, the cost (based on ordering 2.5 times the initial number of cards) will be as follows:

<u>Quantity</u>	<u>Cost per Card*</u>
1,000-2,999	\$3.00
3,000-4,999	\$2.05
5,000-9,999	\$1.25
10,000-19,999	\$0.95
20,000-49,999	\$0.60
50,000+	\$0.45

*Price for initial order only. Prices are subject to change for subsequent orders.

3. General Fees:

- a. PARIS Hosted License and Access Fees (includes two data export interfaces per Agency (“mapper”)):
 - (i) Provided the Agency issues 500 or more cards in the initial implementation of the program, both the License and Access Fees will be waived. The Agency’s net purchase volume will be reviewed annually and at such time as net purchase volume is less than \$5 million annually, a monthly Access Fee in the amount of \$300 per month will be assessed.
 - (ii) Provided the Agency issues 500 or more cards in the initial implementation of the program and the Agency’s year one net purchase volume is less than \$5 million but greater than \$3 million, a monthly Access Fee in the amount of \$300 per month will be assessed. The Agency’s net purchase volume will be reviewed annually and at such time

as net purchase volume is greater than \$5 million annually, the monthly Access Fee will be waived. If the monthly Access Fee is waived and subsequent annual volume drops below \$5 million, the monthly Access Fee will be reinstated.

- (iii) Provided the Agency issues 500 or more cards in the initial implementation of the program and the Agency’s year one net purchase volume is less than \$3 million, a License Fee in the amount of \$5,000 will be assessed and a monthly Access Fee in the amount of \$300 per month will be assessed. The Agency’s net purchase volume will be reviewed annually and at such time as net purchase volume is greater than \$5 million annually, the monthly Access Fee will be waived. If the monthly Access Fee is waived and subsequent annual volume drops below \$5 million, the monthly Access Fee will be reinstated.
- (iv) If less than 500 cards are issued in the initial implementation of the program, a License Fee in the amount of \$5,000 will be assessed and a monthly Access Fee in the amount of \$300 per month will be assessed. The Agency’s net purchase volume will be reviewed annually and at such time as net purchase volume is greater than \$5 million annually, the monthly Access Fee will be waived. If the monthly Access Fee is waived and subsequent annual volume drops below \$5 million, the monthly Access Fee will be reinstated.

- b. **PARIS Review Access Fee:** Waived. PARIS Review requires the PARIS Hosted installation and the PARIS Review Access Fee is in addition to the PARIS Hosted Access Fee noted in (a) above.
- c. **Custom Programming, Custom Processing, Mapper Revisions:** Professional services for software customization will be charged at GECF’s then-prevailing rate (currently \$150.00 per hour), plus travel-related expenses, with a minimum charge of two (2) hours and then rounded to the next higher fifteen (15) minutes.

4. Billing Cycle Cutoff Date:

- a. If seventeen (17) day grace period selected (circle one): 6th, 7th, 8th
- b. If thirty (30) day grace period selected (circle one): 23rd, 24th, 25th

5. Revenue Sharing Payments:

- a. If seventeen (17) days grace period selected:
Cumulative-Tier Payment – Once a tier is reached, the Incentive Rate for that tier is applied to all volume from dollar one.

Actual Annual Net Procurement Volume	Incentive Rate (in basis points) 17 Day Grace Period
\$0 to \$2.5million	00.0
>\$2.5 million to \$5 million	20.0
>\$5 million to \$10 million	30.0
>\$10 million to \$20 million	45.0
>\$20 million to \$50 million	55.0
>\$50 million	65.0

- b. If thirty (30) day grace period selected:
Cumulative-Tier Payment – Once a tier is reached, the Incentive Rate for that tier is applied to all volume from dollar one.

Actual Annual Net Procurement Volume	Incentive Rate (in basis points) 17 Day Grace Period
\$0 to \$5million	00.0
>\$5 million to \$10 million	18.0
>\$10 million to \$20 million	33.0
>\$20 million to \$50 million	43.0

>\$50 million	53.0
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6. Adjustment to Revenue Sharing Payments:

- a. Speed of Payment Adjustment: (i) Contingent upon the Agency reaching a Minimum Annual Net Procurement Volume of \$5,000,000, the incentive rate applied to the Actual Annual Net Procurement Volume will be increased by 1.0 basis points for each day that the Agency's average days sales outstanding (DSO) for the total program in any given year is less than 32 days for 17 day grace period or 45 days for 30 day grace period. DSO represents the Agency's average outstanding balance divided by the Agency's average net volume. (ii) The incentive rate applied to the Actual Annual Net Procurement Volume will be decreased by 1.0 basis points for every day that the Agency's average days sales outstanding (DSO) for the total program in any given year is greater than 32 days for 17 day grace period or 45 days for 30 day grace period.

- b. Each revenue sharing payment will be reduced by the amount of all fraud losses and all credit losses incurred by GECF under the program contemplated by this Agreement.

SCHEDULE 2 SAMPLE CARDHOLDER AGREEMENT

Terms and Conditions of the Cardholder Agreement (Company)

F01-4537-6

Important: Your MasterCard charge card is either a travel and entertainment card, a corporate purchasing card, a fleet card or a combination of two or more of these (collectively, "Corporate Card"). Before you sign or use the Corporate Card, read this Agreement thoroughly. This Agreement, as modified from time to time, governs your use of the Corporate Card and the account ("Cardholder Account") issued in connection with the Corporate Card. By either signing, using, or accepting the Corporate Card, you will be agreeing to everything written here.

Definitions

As you read this Agreement, remember that the following words have the following meanings: "Company" refers to the business entity (typically your employer) that has requested that the Corporate Card be issued to you; "you" or "your" refers to the person named on the enclosed Corporate Card; "we," "our" or "us" refers to GE Capital Financial Inc., the bank that issues the Corporate Card, or its assigns; "Company Account" means the account we have established in the Company's name and in connection with which we have issued your Corporate Card and Cardholder Account; "Checks" means checks we may issue in connection with your Cardholder Account, which may be used to purchase goods and services from merchants who accept checks; "Charges" refers to all amounts charged to your Cardholder Account, including, without limitation, Purchases, Cash Advances, any transaction in which you have evidenced an intention to make a Purchase or obtain a Cash Advance, the Annual Card Fee, other miscellaneous charges and fees, and any other monetary obligations associated with the Cardholder Account.

Accepting the Agreement

If you agree to be bound by this Agreement, you should sign the Corporate Card as soon as you receive it. If you do not wish to be bound by this Agreement, do not use the Corporate Card, cut the Corporate Card in half and return the pieces to us. The Company will be notified of your action. Unless you cut up and return the Corporate Card to us, you will have accepted the Corporate Card and you agree to be bound by this Agreement. Your use of the Corporate Card will also indicate your acceptance of the Corporate Card and the terms of this Agreement. Any use of the Account number without the Card, however initiated, shall be deemed to be use of the Card.

Use of the Corporate Card

You may use the Corporate Card to make purchases of goods and services from participating MasterCard merchants ("Purchases"). If the Company requests, you may be issued a Personal Identification Number ("PIN") to obtain cash advances ("Cash Advances") by presenting the Corporate Card at participating MasterCard member offices or by use of automated teller machines ("ATMs") or other electronic terminals that accept the Corporate Card for such purposes. If you are given a PIN to obtain Cash Advances, you agree not to disclose your PIN to others. You also agree that we may disable this Cash Advance feature or terminate or suspend your use of ATMs or other electronic terminals without cause or prior notice. We are not liable for the refusal of any merchant to accept or honor the Corporate Card for any reason, including the inability to obtain authorization for the Purchase, or for any failure to complete a transaction at an ATM for any reason. We reserve the right to deny authorization of any requested or attempted Charge.

Business Purpose

You understand and agree that the Corporate Card, whether to obtain Purchases or Cash Advances, is to be used only for the authorized business purposes of the Company and not for your personal, family or household purposes. You also agree to use the Corporate Card only in accordance with the Company's policies and procedures, including, but not limited to, any procedures relating to the submission of expense reports.

Liability

You understand and agree that use of the Corporate Card Account for personal, family or household use is prohibited, and that you will be personally liable for any Charges resulting from such use.

Unauthorized Use; Lost or Stolen Corporate Card or Checks

No other person is permitted to use your Corporate Card or Cardholder Account for Charges, for identification, or for any other reason. You agree to notify us immediately upon learning of the loss, theft or possible unauthorized use by a third party of the Corporate Card or any Checks. You may notify us by calling 1-800-359-9227 or by writing to us at P.O. Box 521300, Salt Lake City, UT 84152-1300. You will not be liable for such unauthorized use that occurs after you notify us of the loss or theft of your Corporate Card or the possible unauthorized use of your Corporate Card, Checks, and/or Cardholder Account. Once we have been notified, we may issue a replacement Card. In any case, your personal liability for unauthorized use of the Corporate Card by a third party will not exceed the lesser of \$50 or the amount of money, property, or services obtained by such unauthorized use of the Corporate Card before we are notified.

You or the Company may be liable for use of Checks by an unauthorized party. You or the Company will not be liable for such unauthorized use that occurs after we are notified of the loss, theft or possible use of the Checks by an unauthorized party, but the \$50 limit on personal liability for unauthorized use that applies to Corporate Card Charges does not apply to lost or stolen Checks.

If you permit anyone to use the Corporate Card or to otherwise access the Cardholder Account, you will be liable to pay for any Charges to the Cardholder Account as a result.

Spending Limit; Cash Advance Limit

We will establish and notify you of a spending limit for your Cardholder Account (“Spending Limit”), and we may, at any time and at our sole option, change your Spending Limit. You agree that you will not use your Corporate Card or your Cardholder Account in any way that would cause the total outstanding amount of Charges on your Cardholder Account to exceed your Spending Limit. We are not obligated to accept any Charges on your Cardholder Account if the total outstanding Charges on your Cardholder Account would exceed your Spending Limit; but, if we do, you agree to repay all such Charges in accordance with the terms of this Agreement. If you are permitted to obtain Cash Advances, we will also establish and notify you of a limit on the amount of Cash Advances that you may obtain under the Cardholder Account, which may be less than your Spending Limit (“Cash Advance Limit”). (If you receive a Statement, described below, the Cash Advance Limit may be identified on your Statement as the “Cash Advance Line.”) We may, at any time and at our sole option, change your Cash Advance Limit (or reduce it to zero). You agree that you will not use your Corporate Card or your Cardholder Account to obtain Cash Advances that would cause the total outstanding amount of Cash Advances to exceed the Cash Advance Limit. If you exceed the Cash Advance Limit, we may, without notice, suspend your privilege to use your Cardholder Account. We are not, under any circumstances, obligated to honor a request for any Cash Advance; but, if we do, you agree to repay all such Cash Advances, plus other applicable Charges, in accordance with the terms of this Agreement. Your Cash Advance Limit is a portion of your total Spending Limit and is only available to the extent that you have an amount available under your Spending Limit. We will establish and notify the Company of a credit limit for the Company Account (“Company Credit Limit”) and we may, at anytime and at our sole option, change such Company Credit Limit. We also reserve the right to deny authorization of any Charge on your Cardholder Account if the Company Credit Limit is or would be exceeded even if the Charge is within your Spending Limit or your Cash Advance Limit.

Checks

We may, at the request of the Company, issue Checks which may be used to purchase goods and services from merchants who accept Checks. You understand and agree that the use of the Checks will be governed by the terms and conditions set forth in this Agreement and by any additional instructions we provide regarding the use of the Checks. The Checks will be treated as Cash Advances under the terms of this Agreement and are subject to the applicable Company and Cardholder Cash Limits, the Company Credit Limit and the Cardholder Spending Limit described above. You understand and agree that Checks may not be used to make payments to us or any of our affiliates. Any Check may be returned unpaid by us if the Cardholder Account is delinquent or has been terminated or closed, if the Company Cash Limit or the Company Credit Limit has been exceeded, if payment of the Check would cause the Company Cash Limit or the Company Credit Limit to be exceeded or if the Check is not in the form issued by us. You may stop payment on a Check (only before it is negotiated) by notifying us in writing at 4246 South Riverboat Road, Salt Lake City, Utah 84123, Attn: Payment Processing or by calling us at the telephone number on the Statement, described below. If you call and order a stop payment, we must receive written confirmation of the stop payment order from you within fourteen (14) days of the call or the stop payment order will expire. The written stop payment order must include the Check number, payee, amount and date of the Check on which payment is to be stopped. A written stop payment order will expire six (6) months after we receive it, unless the stop payment order is renewed in writing. We may notify Company, at any time and at our sole option, that Checks may no longer be used to access the Account. If we so notify the Company, you agree to stop using the Checks immediately and to destroy all unused Checks in a secure fashion.

Statements

We may send you a statement of activity (“Statement”) on a periodic basis showing the amount billed on your Cardholder Account. The Statement will show separately the Purchases and Cash Advances, if any, that have been posted to your Cardholder Account since your last Statement, plus all other Charges posted to your Cardholder Account during the billing period. Though the Company has accepted responsibility for direct payment, it is up to you to review these Statements carefully to ensure that you recognize all charges billed and that the amount is appropriate for the Company to pay. Any discrepancies should be brought to our attention, and to the attention of the Company, immediately.

Change of Address

You agree to notify us within ten (10) days if you change your address. Until we are notified that your address has changed, we will continue to send Statements and other notices to the last address we maintained on your Account.

Payment

You promise to pay us upon receipt of your Statement for any Charges not reimbursable by the Company (such as any Charges for personal, family or household use improperly made to your Cardholder Account). All Charges must be paid in full each billing period. All written communications concerning disputed amounts, including any check or other payment instrument that you send us (i) in an amount less than the full amount due marked “Paid in Full,” (ii) tendered with other conditions or limitations, or (iii) otherwise tendered as full satisfaction of a disputed amount, must be sent to us at the address for written inquiries shown on your Statement.

Credits

You agree that you will not resell or return for cash refund any goods, tickets, services or other items obtained with your Corporate Card. You may return an item or ticket to a merchant honoring the Corporate Card for credit to your Cardholder Account, if that merchant permits such returns. Credits will be applied to your Cardholder Account as an offset to amounts owed on the Cardholder Account until it is paid in full. If your Cardholder Account has a credit balance, we will refund it to either you or to the Company upon request, based on our discretion regarding to whom the funds are owed. You hereby appoint the Company as your agent to receive credit balance refunds on your behalf if we are uncertain who should receive the refund, and you agree to look solely to the Company, and not to us, if you

believe the credit balance refund should have been refunded to you rather than to the Company. If a credit balance of \$1 or more remains in your Cardholder Account for six (6) months, or for sixty (60) days after termination of your Cardholder Account, we may issue a refund check of such credit balance and send it to the last address shown for you or the Company on our records. If the refund check has not been cashed within one hundred eighty (180) days, or is otherwise returned to us, we may pay the refund to the Company, in which case we will have no further liability to you with respect to such credit balance. Credit balances of less than \$1 will be refunded only upon your request, and if no such request is received within twelve (12) months of origination of the credit balance, a service fee equal to such credit balance will be charged to your Cardholder Account.

Information We Use and Collect

We may use and collect information about you (including making inquiries we consider necessary or appropriate such as obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your request for the Cardholder Account and subsequently, in connection with any updates, renewals, reviewing or collecting your Cardholder Account. We also receive information about the purchases you make on your Cardholder Account. Because the Cardholder Account is a business account, you understand and agree that all information relating to you and/or your Cardholder Account, including without limitation, the purchases you make on your Cardholder Account, your application information, and your balance and payment information, may be shared with the Company, and that you should have no expectation that this information will remain private from the Company (other than any consumer reports we may obtain about you, which we will not share with the Company). We may also share information about you and your Cardholder Account with our affiliates (companies related to us by common ownership or control) or with service providers (including the MasterCard association) who assist us in delivering services in connection with your Cardholder Account or our Corporate Card program. Additionally, we may share information about you or your Cardholder Account at the Company's request with other third parties, to assist the Company in maintaining its records, managing business related expenses and coordinating collection efforts, among other things. For example, the Company may ask us to share information with it or a third party expense management company to review or provide reconciliation services in connection with the employee business expense submission process, or the Company may ask us to share information in connection with a review of employee travel usage. Finally, we may share information as otherwise permitted by law.

Schedule of Fees

We impose an annual fee, cash advance fees, late payment fees, returned item fees, copy retrieval fees, pay-by-phone fees, stop payment fees (in connection with stopped Checks), and replacement card fees (if you ask us to replace a card on an "emergency" or a "rush" basis). The specific fees applicable to your Cardholder Account are set forth in an Addendum enclosed with this Agreement. All fees are charged to your Cardholder Account.

Cancellation or Suspension

Regardless of whether an event of default has occurred, we may cancel or suspend your privilege to use the Cardholder Account, terminate your Cardholder Account or lower your Spending Limit or your Cash Advance Limit at any time for any reason, and we will give you only such notice as is required by law, if any. We may also terminate or suspend your use of ATMs or other electronic terminals without cause or prior notice. If your Cardholder Account is suspended, it may be returned to active status with or without notice to you and at our sole discretion. In addition, the Company may request that we cancel your Cardholder Account at any time. Your Cardholder Account will be cancelled automatically if the Company Account is cancelled or terminated. After cancellation or suspension of your Cardholder Account, you remain responsible for amounts owed on the Cardholder Account in accordance with the terms of this Agreement.

Termination and Acceleration

We may, at our sole option, terminate your Cardholder Account and/or demand that the total balance of your Cardholder Account be paid in full under the following circumstances: (i) you fail to comply with the terms of this Agreement, (ii) you exceed the maximum Spending Limit or Cash Advance Limit on your Cardholder Account, (iii) you or the Company use a check or instrument for payment which is dishonored, (iv) payment for Charges is past due, (v) we have evidence or a reasonable belief that an improper use of your Corporate Card or Cardholder Account has been or may be made; (vi) we have evidence or a reasonable belief that the Company is unable or unwilling to meet all of its obligations, including, but not limited to, those relating to the Company Account; or (vii) the Company Credit Limit has been exceeded. In addition, the total balance of your Cardholder Account will be considered due in full if you become insolvent or bankrupt or upon your death. We may also enforce any of our other legal rights, including the right to charge court costs and reasonable attorney's fees as permitted by law. Late Payment Fees will continue to accrue on all Charges which are past due until such Charges have been paid in full.

Return or Surrender of Corporate Card

If we terminate your Cardholder Account, you must return your Corporate Card to us. If the Company asks you to surrender your Corporate Card to it for any reason, you must do so. If a merchant that accepts the Corporate Card asks you to surrender your expired or terminated Corporate Card, you must do so. You may not use the Corporate Card after it has expired, after we have terminated or suspended your Cardholder Account, or after your employment with the Company has ended, but, if you do, you will be liable for any such use.

Foreign Exchange/Currency Conversion

If you use your Corporate Card for transactions in a currency other than U.S. dollars, MasterCard International Incorporated will convert the charge into a U.S. dollar amount. MasterCard International will use its currency conversion procedure. Currently the currency conversion rate used by MasterCard International to determine the transaction amount in U.S. dollars for such transactions is generally either a government mandated rate or a

wholesale rate determined by MasterCard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by MasterCard International. The currency conversion rate used by MasterCard International on the processing date may differ from the rate that would have been used on the purchase date or Statement posting date and may be higher than the rate you could have gotten if you had converted dollars into cash and then spent cash for your purchase.

Disputes

If you have any questions, problems, discrepancies, or disputes concerning Charges on your Cardholder Account, you must contact us within sixty (60) days from the Closing Date of the Statement on which such Charges first appear. Follow the instructions set forth on your Statement for contacting us with your question or problem and we will take all reasonable and appropriate steps to provide the information you request or to resolve your dispute. You do not have to pay any amount in question while we are investigating your inquiry, but you must pay the parts of your bill that are not disputed. No late fees will accrue because of the disputed amount pending resolution of the dispute, although such fees may be imposed retroactively if it is determined that the disputed amount is properly payable. We are not responsible for any problem you have with any goods or services you purchase with your Corporate Card or Cardholder Account.

Renewal Cards

Unless otherwise revoked or terminated, your Corporate Card and Cardholder Account will be valid through the expiration date printed on the face of the Corporate Card. By accepting the issuance of the Corporate Card, you are requesting that we issue you a renewal Corporate Card before the current Corporate Card expires. We may continue to reissue your Corporate Card but are not obligated to do so. You agree to notify us immediately upon learning of the loss, theft or possible unauthorized use of the Card or Account. Once we have been notified we may issue a replacement Card.

Changing This Agreement

We have the right to change and/or add to the terms of this Agreement. We will give you notice of the change in advance, to the extent required by applicable law, at the last address for you shown in our records. The new terms may be applied to both new charges, and the then-existing Corporate Card balance of your Cardholder Account, to the extent permitted by applicable law.

Telephone Monitoring

To help ensure quality customer service, on occasion your calls may be monitored or recorded for training and quality control purposes. All calls you make are treated confidentially.

Assignment

We may assign your Cardholder Account and our rights under this Agreement without prior notice to you.

Choice of Law

This Agreement shall be construed in accordance with the laws of the State of Utah and applicable United States federal law, without reference to the choice of law rules of the State of Utah. This Agreement shall be deemed entered into, and all credit extended from, Utah regardless of whether the Company is located in Utah or you reside in Utah or whether you or the Company use the Card in Utah.

By:
Jeffery R. Dye
President, CEO
GE Capital Financial Inc.

SCHEDULE 3

GECF
PARIS ACCESS SUBSCRIPTION AGREEMENT
(Purchasing Accounting Reporting Information System)

GECF:

Subscriber:

GE Capital Financial Inc.
4246 South Riverboat Road
Salt Lake City, UT 84123

Three horizontal lines for signature.

READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING THE PARIS SYSTEM. ACCESSING THE PARIS SYSTEM INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

GECF and Subscriber (the "Party" and together the "Parties") agree in this Subscription Agreement (the "Subscription Agreement") as follows:

- 1. System and Documentation. "System" means the computer program accessed through direct modem connection, defined as "PARIS". "Documentation" means the end-user manuals and other documentation related to the System, and any other materials distributed to Subscriber in relation to the System.
2. The Subscription. Subject to this Subscription Agreement, Subscriber hereby purchases from GECF, and GECF hereby grants and sells to Subscriber, nonexclusive, nontransferable access to use the System and the Documentation for the benefit of the Subscriber and its Affiliates (the "Subscription"). "Affiliate" is defined as any company that is directly or indirectly owned or controlled by a Party, or Party's corporate parent. Rights not expressly granted by this Subscription Agreement are reserved by GECF. The term of the Subscription shall commence as of the date the Documentation is delivered to Subscriber or the date Subscriber first accesses the System (the "Acceptance Date"), and shall terminate upon the termination of the Purchasing Card Program Agreement by and between, inter alia, GECF and Subscriber (the "Purchasing Card Program Agreement"), unless terminated earlier pursuant to this Subscription Agreement or by mutual agreement of the Parties.
3. Payment. In consideration for the Subscription and the other rights granted to Subscriber hereunder, Subscriber shall pay to GECF the fees and charges set forth in Schedule 1 to the Purchasing Card Program Agreement.
4. Taxes. Any applicable sales or use taxes or other taxes or government assessments or duties relating to this Subscription Agreement or the Subscription shall be paid by Subscriber in addition to all other payments set forth in this Subscription Agreement. This Paragraph does not apply to United States federal or state taxes based upon net income which are imposed on GECF. Subscriber shall not be liable for any income or franchise taxes imposed on GECF. By appropriate proceedings, Subscriber may contest the imposition of, or seek a refund of, any taxes for which Subscriber is liable.
5. Confidentiality.
(a) Definition of Confidential Information. In this Subscription Agreement, "Confidential Information" means: (i) the System and Documentation and all trade secrets, know-how and copyrighted information of GECF contained therein; (ii) information that is marked "confidential", "proprietary" or in like words, or that is summarized in writing as being confidential; (iii) any and all related research; and (iv) any and all designs, ideas, concepts, and technology embodied therein. Confidential Information may be in any form, including, without limitation, documents, proprietary forms, software and other electronic data, etc. Confidential Information shall not include information which: (1) was rightfully known to the recipient prior to the time it was disclosed to the

recipient by the other Party, (2) is or becomes part of the public domain through no breach of this Subscription Agreement or fault of the recipient, (3) has in good faith been received by the recipient from a third party without breach of this Subscription Agreement or any other agreement with the other Party or any Affiliate of such other Party, (4) has, by written authorization of the disclosing Party, been approved for release or disclosure by the recipient, or (5) is required by law to be disclosed pursuant to a subpoena or order of a court or government agency, provided that the recipient promptly notifies the disclosing Party of any such order or requirement, and cooperates, at the disclosing Party's expense, in any effort to obtain a protective order from the issuing court or government agency limiting disclosure and use of the information.

- (b) **Protection of Confidential Information.** Neither Party shall directly or indirectly, disclose or transfer any of the other Party's Confidential Information, and each Party shall: (i) keep it confidential, (ii) treat it with no less protection than it treats its own confidential information, and (iii) only disclose it to its employees having a reasonable need to know such information. Each Party shall be responsible for its own employees' compliance with the provisions of this Section both during and after the term of this Subscription Agreement and during and for one (1) year after the termination of each such employee's employment.
 - (c) **Injunctive Relief.** Both Parties acknowledge that any breach by the other Party of any of the covenants or provisions contained in this Section 5 will give rise to irreparable injury to the offended Party inadequately compensable in damages alone. Accordingly, the offended Party may seek and obtain preliminary and permanent injunctive relief against the breach or threatened breach of said covenants or provisions. Such relief shall be in addition to any other legal or equitable remedies which may be available to the offended Party.
 - (d) **Survival.** The provisions of this Section 5 shall survive the expiration or termination of this Subscription Agreement.
6. **Ownership.** Subscriber acknowledges that the copyrights, patent rights, trade secrets, trademarks and other intellectual property in and to the System and/or Documentation are the exclusive property of GECF. Notwithstanding anything in this Subscription Agreement to the contrary, GECF retains title, the copyright and all intellectual property rights in and to the System and Documentation and all copies of the Documentation.
 7. **Copies.** Subscriber may not copy the Documentation without the prior written authorization of GECF. All trademark, copyright and proprietary rights notices must be faithfully reproduced by Subscriber and included on such authorized copies.
 8. **Restrictions.** Subscriber shall not transfer, disclose, rent, lease, loan, sublicense or timeshare the System or Documentation or any copy thereof. Except for its Affiliates, Subscriber shall not allow any other person to access or use the System or Documentation or any copy thereof. Subscriber shall not use the System to process data for any other person, other than its Affiliates.
 9. **Derivative Works and Trade Secrets.** Subscriber shall not create any derivative work or product based on or derived from the System or Documentation or modify any System or Documentation. In the event of a breach of this provision (and without limiting GECF's remedies), said modification, derivative work or product based on the System or Documentation is hereby deemed assigned to GECF. Subscriber acknowledges that the System and related output (including procedures, printed output, screen displays, formats, menus, graphics, audio output, etc.) are trade secrets of, and proprietary to, GECF. Subscriber agrees *not* to: (i) use any of the foregoing except under the Subscription of this Subscription Agreement, (ii) disclose any of the foregoing to any other person, other than its Affiliates, or (iii) allow any other person, other than its Affiliates, to inspect, use or copy any of the foregoing. This Paragraph shall also protect and be applicable to these trade secrets even if they are modified or changed by Subscriber.
 10. **Source Code and Reverse Engineering.** This Subscription Agreement does not entitle Subscriber to any source code or other confidential information which GECF elects to withhold. Subscriber shall not decompile, disassemble or reverse engineer the System or create any derivative work or product based on or derived from the System or Documentation.

11. **Limited Warranty.** GECF warrants that if the System fails to substantially conform to the specifications in the Documentation and if the nonconformity is reported in writing by Subscriber to GECF within ninety (90) days from the Acceptance Date, then GECF shall either remedy the nonconformity or offer to refund to Subscriber the fees and charges paid by Subscriber upon a return of all copies of the Documentation to GECF and Subscriber terminating access to the System. In the event of a refund the Subscription shall terminate. GECF further warrants that if the Documentation is in a damaged or physically defective condition at the time that it is received by Subscriber, and if it is returned to GECF (postage prepaid) within ninety (90) days of the Acceptance Date, then GECF will provide Subscriber with replacements at no charge.
12. **System Requirements.** Subject to the provisions of Section 13 below, in addition to the Service Bureau client program files to be provided by GECF, Subscriber's workstation(s) will require the following:

Component	Minimum	Recommended
Operating System	<ul style="list-style-type: none"> Microsoft Windows 95/98 	<ul style="list-style-type: none"> Microsoft Windows NT 4 Microsoft Windows 2000
Personal Computer	<ul style="list-style-type: none"> Pentium 166 or higher processor 	<ul style="list-style-type: none"> Pentium® 300 or higher processor.
Random Access Memory (RAM)	<ul style="list-style-type: none"> 32 megabytes (MB) of RAM. 	<ul style="list-style-type: none"> 64 MB of RAM or higher
Floppy Disk Drive	<ul style="list-style-type: none"> One 3.5-inch high-density disk drive. 	
Available Hard Disk Space	<ul style="list-style-type: none"> At least 2MB free hard disk space (for Service Bureau client program files). 	
Video Adapter and Monitor	<ul style="list-style-type: none"> SVGA 800 x 600 video adapter and monitor. 	<ul style="list-style-type: none"> SVGA 800 x 600 video adapter and monitor.
Input Device	<ul style="list-style-type: none"> Microsoft Mouse or compatible input device. 	
Network Internet Connection	<ul style="list-style-type: none"> Access to internet via network interface 	
Network Interface Card	<ul style="list-style-type: none"> Network Interface Card (NIC) for network connection. 	
Optional Hardware	<ul style="list-style-type: none"> Printers supported by Microsoft Windows NT or 2000. (As many as three printers can be connected to the serial or parallel ports of the workstation.) 	

13. **Future System Releases and Updates.** During the term of this Subscription Agreement, Subscriber will be entitled, at no cost, to access all future releases, updates, and revisions of the System that are made available generally to all users. Subscriber understands that the system requirements set forth in Section 12 above may change, and that future releases, updates, and revisions of the System may require software and/or hardware upgrades from time to time, and that Subscriber will be responsible for the cost of such hardware and software upgrades.
14. **Hours of Availability.** . The System is intended to be available for Subscriber access through normal computer connections. GECF shall use its commercially reasonable efforts to maintain the availability of the System for direct access from 8 a.m. to 8 p.m. Eastern Time, Monday through Friday.
15. **Disclaimer of Warranties.** **GECF MAKES NO WARRANTY, REPRESENTATION OR PROMISE NOT EXPRESSLY SET FORTH IN THIS SUBSCRIPTION AGREEMENT. GECF DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. GECF DOES NOT WARRANT THAT THE SYSTEM OR DOCUMENTATION WILL SATISFY SUBSCRIBER'S**

REQUIREMENTS OR THAT THE SYSTEM OR DOCUMENTATION ARE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION OF OR ACCESS TO THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE. SUBSCRIBER HEREBY ASSUMES THE RESPONSIBILITY TO TAKE ADEQUATE PRECAUTIONS AGAINST DAMAGES TO SUBSCRIBER'S AND ITS AFFILIATES' OPERATIONS WHICH COULD BE CAUSED BY DEFECTS OR DEFICIENCIES IN THE SYSTEM.

16. ***Limitation on Liability.*** THE AGGREGATE LIABILITY OF GECF ARISING FROM OR RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE SYSTEM, OR DOCUMENTATION (REGARDLESS OF THE FORM OF ACTION OR CLAIM - E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE), INCLUDING UNDER ANY INDEMNIFICATION PROVISION HEREOF, IS LIMITED TO THE TOTAL FEES PAID BY SUBSCRIBER UNDER THIS SUBSCRIPTION AGREEMENT. GECF SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GECF IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SYSTEM, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY PARTY OTHER THAN SUBSCRIBER. SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY AND GECF'S SOLE AND EXCLUSIVE LIABILITY ARE SET FORTH IN THIS SUBSCRIPTION AGREEMENT. THIS SUBSCRIPTION AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK AND THE AMOUNTS PAYABLE TO GECF BY SUBSCRIBER REFLECTS SUCH ALLOCATION OF RISK.
17. ***Patent and Copyright Indemnity.*** GECF will, at its own expense, defend and indemnify Subscriber against any action brought against Subscriber to the extent that it is based on a claim that the software infringes upon a United States Patent, a United States copyright or other proprietary right, provided that GECF is notified immediately in writing of such action and claim, and provided further that GECF will have the right to control the defense of all such claims, actions or proceedings. Subscriber will not settle any such claim without GECF's prior written approval.
18. ***Breach.*** If a Party breaches this Subscription Agreement and fails to cure said breach within thirty (30) days after receiving notice of said breach from the non-breaching Party, then the non-breaching Party shall be excused from any further obligation or liability under this Subscription Agreement and the non-breaching Party may terminate the Subscription Agreement by giving notice to the breaching Party.. This paragraph shall not limit the relief, remedies and damages to which the non-breaching Party may be entitled.
19. ***Injunctive Relief.*** Subscriber acknowledges that any breach by Subscriber of any of the covenants or provisions contained in Sections 7, 8, 9, or 10 of this Subscription Agreement will give rise to irreparable injury to GECF, inadequately compensable in damages alone. Accordingly, GECF may seek and obtain preliminary and permanent injunctive relief against the breach or threatened breach of said covenants or provisions. Such relief shall be in addition to any other legal or equitable remedies which may be available to the GECF.
20. ***Termination.*** If the Subscription is terminated, Subscriber shall: (i) immediately discontinue all use of the System and Documentation, and (ii) within thirty (30) days after the effective date of termination, return to GECF or destroy all copies of the Documentation within the possession or control of Subscriber and certify to GECF in writing that it has complied with this paragraph.
21. ***Export Act.*** Subscriber hereby warrants and certifies that neither the System-generated data nor Documentation will be made available or exported by Subscriber to any country in contravention of any law, regulation, executive order or similar restriction of the United States or any of its agencies, including the Export Administration Act of 1979 and regulations relating thereto. The export or re-export of the System data and/or Documentation may require authorization by a U.S. government agency. Subscriber hereby warrants and certifies that it shall determine and comply with any such requirement including, if necessary, timely application in Subscriber's name for any export license which may be required.

22. **Severability.** If any provision in this Subscription Agreement is invalid or unenforceable, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Subscription Agreement shall remain unaffected.
23. **Construction.** This Subscription Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. The paragraph and other headings in this Subscription Agreement are for the purpose of convenience of reference only and shall not affect the interpretation of this Subscription Agreement.
24. **Assignment.** Neither party may assign or otherwise transfer any right or obligation set forth in this Subscription Agreement, except (i) by either party with the consent of the other party, which consent shall not be unreasonably withheld, or (ii) by either party to an affiliate to whom Subscriber's Purchasing Card Program Agreement with GECF has also been assigned.
25. **Successors.** This Subscription Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
26. **Notices.** All notices and consents permitted or required under this Subscription Agreement must be in writing and shall be delivered in person or by first class, registered or certified mail or by commercial courier or by facsimile transmission to the other Party at the address set forth at the beginning of this Subscription Agreement or such substitute address as a Party may specify for itself by written notice as provided in this Paragraph.
27. **No Waiver.** Acceptance by a Party of any performance less than required hereby shall not be deemed to be a waiver by such Party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder by a Party shall be binding unless reduced to writing and signed by such Party.
28. **Force Majeure.** A Party shall not be liable to the other Party for any failure to perform obligations due to any cause beyond a Party's reasonable control.
29. **Governing Law.** This Subscription Agreement shall be governed by the laws of the United States and the State of Utah.
30. **Attorneys' Fees.** In the event of any litigation or arbitration between the Parties relating to this Subscription Agreement, the prevailing Party shall be entitled to recover from the other Party all reasonable attorneys' fees and other reasonable costs incurred by the prevailing Party in connection therewith and in pursuing and collecting remedies (including appeals), relief and damages.
31. **Entire Agreement.** This Subscription Agreement: (i) represents the entire agreement between the Parties relative to the subject matter hereof, (ii) supersedes all prior agreements, understandings, representations and warranties relating to the subject matter of this Subscription Agreement, and (iii) may only be amended, canceled or rescinded by a writing signed by both Parties. Any terms or conditions of any purchase order or other document submitted by Subscriber in connection with the System, Documentation or relating to this Subscription Agreement which are in addition to, different from or inconsistent with the terms and conditions of this Subscription Agreement are not binding on GECF and are ineffective.

BY YOUR ACCEPTANCE OF THE PURCHASING CARD PROGRAM AGREEMENT AND USE OF THE PARIS SYSTEM, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS SUBSCRIPTION AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS.

SCHEDULE 4

**REGISTRATION REQUEST FORM
(GE NetService)**

GE Capital Financial Inc. (GECF) has launched an Internet-based product for account inquiries and maintenance, GE NetService. The online system features inquiry abilities, where cardholders or program administrators can view the same data that normally appears on their statements. The system features daily feeds so cardholders/PAs no longer need to wait for monthly statements to view charges. There presently is no charge for this service.

If you are interested in this service and wish to allow your program administrators and authorized employees to have access, please fill out, sign and return this registration form to your Implementation Manager.

Terms and Conditions

1. GE NetService involves the transmission of account information over the Internet. GECF has implemented industry-customary security measures to protect the privacy of the information transmitted. However, GECF will not be liable for any damages resulting from any unauthorized access, theft of information or other security breach with respect to the GE NetService website and the information contained therein.
2. GE NetService may not only allow account inquiry, but may also allow account update and maintenance activity.
Agency acknowledges and agrees that GECF may accept as authentic, and act upon without liability, any information that is accompanied by the appropriate password or other identifier, without further investigating the source of the information. Agency further acknowledges and agrees that GECF may also treat any transmitted information as accurate, and the undersigned Agency will be responsible for any inaccuracies in the information transmitted to GECF. However, GECF may, in its discretion and without liability, delay the implementation of any transmitted information if it suspects fraud or unauthorized access.
3. GE NetService is not intended as a substitute for the monthly billing statement, and should not be relied upon as such. The features available with GE NetService do not supercede or replace the rights and obligations of GECF, the undersigned Agency or the Agency's employees pursuant to the program agreement(s) and/or the cardholder agreements.
4. GECF may discontinue or terminate the Agency's access, or that of any of its employees, at any time.

By signing below, the undersigned Agency hereby requests access to GE NetService for itself and its authorized employees and acknowledges and agrees to the above Terms and Conditions.

SERIAL 02059-RFP

This registration request is dated _____, _____.

Company Name

By _____
Signature of Authorized Officer or Representative

Print Name

Please list the name of your company contact for:

Purchasing set up: _____

Email Address: _____

Travel & Entertainment
Card set up: _____

Email Address: _____

GENERAL ELECTRIC GE CAPITAL FINANCIAL INC., 4246 SOUTH RIVERBOAT ROAD, SALT LAKE CITY, UT 84123

PRICING SHEET P06 16 04 B0605938

Terms: NET 30

Vendor Number: **W000004682 X**

Telephone Number: 801/517-~~5610~~ **5000**

~~Fax Number: 866/947-3964~~

Contact Person: ~~Stathi Floor~~ **Camille Mayo**

E-mail Address: stathi.floor@gecapital.com slcmarketing@ge.com

Certificates of Insurance Required

Contract Period: To cover the period ending ~~February 28, 2008~~ **2013**.