

Contract No: 1041
Effective: 03/01/2001
Expires: 02/28/2004
Buyer: Tim Hay, 503-378-4650, tim.hay@state.or.us
Authorized Agencies: STATE AGENCIES AND ORCPP MEMBERS

U S BANK
CORPORATE PAYMENT SYSTEMS
15814 EAST 14TH AVE
VERADALE WA 99037
509-922-5555

TRAVEL CARD SERVICES FOR STATE OF OREGON
Corporate Credit Card Services
STATE AGENCIES AND ORCPP MEMBERS

This is supplemental information to Contract No. 1041 and
in no way
replaces the Original agreement signed between US Bank and
the State
of Oregon.

OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
CORPORATE CARD SERVICES PROGRAM AGREEMENT

This Corporate Card Services Program Agreement ("Corporate
Card
Agreement") is entered into, by and between the State of
Oregon,
acting by and through its Department of Administrative
Services
(DAS), hereinafter referred to as "Customer" and U.S.
National Bank
Association ND, hereinafter referred to as "U.S. Bank".

WHEREAS, Customer has need of travel card services as
described in
OUS RFP #99-01R, attached hereto as Exhibit 1 and by this
reference
made a part hereof, and;

WHEREAS, U.S. Bank offers the travel card services needed
as
described in its Proposal (attached hereto as Exhibit 2 and
by this

reference made a part hereof), and has been determined by Customer to have the capability to provide such travel card services to Customer;

NOW, THEREFORE it is agreed as follows:

1. EFFECTIVE DATE. This Corporate Card Agreement shall not become effective until the credit of Customer has been approved by U.S. Bank and this Corporate Card Agreement has been executed by Customer and on behalf of U.S. Bank by an authorized officer of U.S. Bancorp Card Services, Inc. ("USBCS"). The date of execution by USBCS shall be the "Effective Date" of this Corporate Card Agreement. USBCS is authorized to act as agent for U.S. Bank in administering the Corporate Card Program under this Corporate Card Agreement.

2. DEFINITIONS. In this Corporate Card Agreement, "Corporate Cards" mean the Visa? Corporate Cards issued by U.S. Bank to designated employees ("Employee Cardholders") of Customer. The corporate card program ("Corporate Card Program") shall be administered by USBCS. This Corporate Card Agreement results from the Oregon University System's ("OUS") RFP # 99-01R ("RFP") and the U.S Bank Proposal ("Proposal") to that RFP. This Corporate Card Agreement incorporates both the RFP and the Proposal. In the event of a conflict between the terms and conditions of this Corporate Card Agreement and any exhibit or addendum (or its successor) hereto and the terms and conditions or representations or warranties contained in the RFP or the Proposal, the RFP and the Proposal shall

have precedence over any terms of this Corporate Card Agreement or addenda, amendments, attachments, exhibits or related agreements.

However, section II-24 and section III of the RFP and U.S. Bank's response to those sections within the Proposal are exempted from the scope of this section 2 as those terms and response have been incorporated into this Corporate Card Agreement.

Additionally, the Performance Volume Rebate Addendum shall have precedence over the RFP and the Proposal. The RFP, the Proposal and this Corporate Card Agreement take precedence over the Customer Automation and Reporting Environment Terms of Service with regard to inconsistencies therein.

U.S. Bank's rights of termination for the Customer Automation and Reporting Environment Terms of Service are limited to the termination rights of U.S. Bank in this Corporate Card Agreement.

The terms and conditions herein shall take precedence over any terms contained in any purchase order or other document issued during the term of this Corporate Card Agreement which purport to vary the terms of any individual transaction from the terms contained herein.

"Legitimate Business Charges" shall be defined as those Charges that benefit the Customer either directly or indirectly.

"Personal Charges" are those Charges that are not Legitimate Business Charges as defined above. "Fraudulent Charges" are those Charges which are not authorized by Customer or the Employee Cardholder.

"Delinquent Charges" are those Charges which remain unpaid thirty (30) days past the date of the first billing therefor. "Charge" shall be defined as

any account activity that has a debit value.

As described in the RFP, the scope of the Corporate Card Program may include separate agreements, addenda and/or amendments for Customer and the "Balance of the State" ("Resulting Agreements"). While it is contemplated that there may be multiple Resulting Agreements, such Resulting Agreements are related for the purpose of calculating performance volume rebates as described in the Performance Volume Rebate Addendum attached hereto. In lieu of separate Resulting Agreements, and subject to U.S. Bank's approval, certain agencies, departments or affiliates may sign a "Participation Addendum" in order to participate in the Corporate Card Program contemplated herein. Such agencies, departments or affiliates shall be called "Participant" or "Participants". Customer shall furnish a list to U.S. Bank designating Participants that will participate under this Corporate Card Agreement. Customer shall have the right to exclude any Participant from the Corporate Card Program upon written notice to U.S. Bank. U.S. Bank and its affiliates agree to deem any Participants as having entered into a separate Corporate Card Agreement with regard to the obligations, rights and remedies of U.S. Bank and the Participant.

3. U.S. BANK VISA? CORPORATE CARD PROGRAM. For the term hereof, and upon the terms and subject to the conditions of this Corporate Card Agreement, U.S. Bank hereby agrees to provide Customer or a

Participant with the Corporate Card Program described herein and issue Corporate Cards to Employee Cardholders and establish corresponding Corporate Card accounts. Each Corporate Card may be used by the Employee Cardholder to obtain business related cash advances and to charge purchases of travel and entertainment related goods and services which are primarily for or incidental to the business of Customer, provided that such Corporate Card is valid and has not been canceled by U.S. Bank.

4. CARD ISSUANCE AND RENEWAL.

a) U.S. Bank shall issue a Corporate Card to employees designated by Customer or a Participant, and establish a corresponding Corporate Card account, subject to the following conditions:

(i) Each such designee shall be an employee of Customer or a Participant and shall have a governmental, business or commercial purpose for a Corporate Card

(ii) U.S. Bank may require proposed Employee Cardholders to sign a Corporate Card application, such application shall also be signed by the Customer's or Participant's designated Representative.

(iii) Each Employee Cardholder will be expected to sign his or her Corporate Card agreeing to the terms of the Agreement between Corporate Cardholder and U.S. Bank sent to the Employee Cardholder with the Corporate Card and which may be amended from time

(iv) U.S. Bank may from time to time establish additional requirements to be met by proposed Employee Cardholders.

b) Each Corporate Card shall be valid for the term indicated thereon, unless the Corporate Card account has been canceled by U.S.

Bank pursuant to the provisions of this Corporate Card Agreement or the Cardholder Agreement, or at the request of Customer or Employee Cardholder and unless so canceled, U.S. Bank will continue to issue renewal or replacement Corporate Cards.

5. LIABILITY FOR CHARGES; BILLING PROCEDURE. Employee Cardholder shall be liable for all Charges made to his or her Corporate Card as provided in the Cardholder Agreement. The Customer or a Participant shall have contingent liability for payment of Legitimate Business Charges, but excluding Personal Charges, Fraudulent Charges and Legitimate Business Charges previously reimbursed by Customer or Participant to the Employee Cardholder. Charges shall be set forth on a billing statement furnished to the Employee Cardholder in accordance with the Cardholder Agreement. U.S. Bank shall, upon request, provide Customer or a Participant with information on a monthly basis with respect to all Charges made by Employee Cardholders to the respective Corporate Cards during each billing cycle. The Customer or a Participant shall have the same right with respect to billing inquiries as the Employee Cardholders under the Cardholder Agreement

6. DELINQUENCY NOTICE TO CUSTOMER. In addition to U.S. Bank's other collection procedures, U.S. Bank, if it deems necessary or upon request of Customer or a Participant, will provide a report to Customer or a Participant listing any Charges by Employee Cardholders which remain unpaid. If any Charges to the account of

an Employee Cardholder are not paid by such Employee Cardholder within sixty one (61) days of the first billing therefor, Customer or a Participant shall pay any applicable Charges for which it is liable, as defined in Sections 5 and 7.c), to U.S. Bank upon receipt of U.S. Bank's written demand to Customer or a Participant for payment. Notwithstanding any provision of this Corporate Card Agreement or the Cardholder Agreement, the Delinquency Fee included in any such applicable charges for which Customer or a Participant is liable under this Corporate Card Agreement shall not exceed an amount equal to two-thirds (2/3) of one percent (1.0%) per month but no greater than eight percent (8.0%) per annum of the Total Payment Due. Such Delinquency Fees chargeable to Customer or a Participant shall not begin to accrue until forty-five (45) days after the first billing therefor. U.S. Bank shall also be entitled to recover, and Customer or Participant agrees to pay, any attorney fees, expenses or costs incurred in collecting any delinquent amount or charge due from Customer or Participant.

7. CUSTOMER REPRESENTATIVE; LIABILITY FOR TERMINATED EMPLOYEES.

The Customer or a Participant, upon signing this Corporate Card Agreement, shall designate one (1) or more of its employees (individually and collectively, the "Representative") to assist U.S. Bank in administration of the Corporate Card Program. The Representative shall undertake the following duties on behalf of Customer, as well as any other reasonable duties requested by U.S. Bank and agreed to by Customer:

a) The Representative shall be familiar with all aspects of the Corporate Card Program including but not limited to, billing procedures, number and status of Corporate Cards, status of Employee Cardholders, notice requirements, and status of Delinquent Charges;

b) If U.S. Bank elects to pursue collection efforts against an Employee Cardholder, the Representative shall assist, to the extent permitted by law, U.S. Bank in its collection efforts by provision of non-confidential information; but pursuit by U.S. Bank of collection efforts against an Employee Cardholder shall not relieve Customer or a Participant of its liability for payment to U.S. Bank of Charges for which it is liable as defined in Sections 5 and 7.d). If requested, the Representative shall advise U.S. Bank whether an Employee Cardholder has been reimbursed by Customer for Charges incurred on the Corporate Card account;

c) The Representative shall advise U.S. Bank of any Employee Cardholder's termination of employment with Customer or a Participant as such termination is processed by Customer or a Participant in accordance with Customer's or a Participant's standard personnel termination procedures. The Customer or Participant shall take all reasonable actions necessary to collect Corporate Cards issued to employees whose employment has been terminated or whose accounts have been canceled. Customer shall insure the destruction of such Corporate Cards received by Customer or Participant. Failure to give prompt notice to U.S. Bank of any Employee Cardholder's termination date shall result in Customer's or

a Participant's liability to pay all Charges to an Employee Cardholder's account made between the date of termination of employment and the date such notice is received by U.S. Bank. All such Charges shall be paid within thirty (30) days of Customer's or a Participant's receipt of billing therefor.

8. PRICING. The Customer or Participant shall pay to U.S. Bank the annual fees as set forth on the Addendum A attached hereto and made a part hereof. Such annual fee is payable once per year in advance for each Corporate Card, upon billing therefore by U.S. Bank, and is not refundable with respect to any Corporate Card terminated during the year for which the annual fee has been paid unless U.S. Bank shall otherwise agree. Other fees are as outlined in Addendum A.

9. TERM AND RENEWAL; TERMINATION FOR DEFAULT.

a) This Corporate Card Agreement shall remain in full force and effect for an initial term of three (3) years from the Effective Date of this Corporate Card Agreement, and may be renewed at the option of Customer for an additional two (2) year term. Either party may, at any time, terminate this Corporate Card Agreement upon one hundred twenty (120) days prior written notice to the other party. All Corporate Cards and accounts shall be deemed canceled effective upon termination of this Corporate Card Agreement.

b) Notwithstanding the foregoing, either party shall have the right to terminate this Corporate Card Agreement immediately, by written notice of such termination to the other party, upon any one (1) or more of the following events:

i) Dissolution or liquidation of the other party;
ii) Insolvency of the other party or the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for the benefit of creditors or the other party enters into an arrangement with its creditors;
iii) Any material and adverse change in the financial condition of the other party;
iv) Any failure to perform a material obligation of this Corporate Card Agreement.

c) The Customer shall have the right to terminate this Corporate Card Agreement immediately, by written notice of such termination to U.S. Bank, upon one (1) or more of the following events:

i) Federal or state laws, regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Corporate Card Agreement is prohibited or Customer is prohibited from paying for such work from the planned funding source;
or

ii) any license or certificate required by law or regulation to be held by the U.S. Bank to provide the services required by this Corporate Card Agreement is for any reason denied, revoked, or not renewed.

iii) This Corporate Card Agreement may also be terminated by Customer for default (including breach of contract) if U.S. Bank fails to provide services or materials called for by this Corporate Card Agreement within the time specified herein or any extension thereof; or

iv) U.S. Bank fails to perform any of the other provisions of this Corporate Card Agreement, or so fails to pursue the work as to endanger performance of this Corporate Card Agreement in accordance with its terms, and after receipt of notice from

Customer, fails to correct such failures within ten (10) business days.

d) Remedies. - In the event of termination, U.S. Bank's sole remedy against Customer or a Participant shall be a claim for the amounts owed by Customer or a Participant under this Corporate Card Agreement, less previous amounts paid and any claims which the Customer, Participant or Employee Cardholder has against U.S. Bank. If previous amounts paid by the Customer, Participant or Employee Cardholder to U.S. Bank exceed the amount due to U.S. Bank under this Corporate Card Agreement, U.S. Bank shall pay any excess to Customer, Participant or Employee Cardholder upon demand.

e) Rights, obligations or liabilities that arise prior to the termination of this Corporate Card Agreement shall survive the termination of this Corporate Card Agreement notwithstanding the provisions of this Section 9.

10. MISCELLANEOUS.

a) Financial Information. The Customer or a Participant shall deliver to U.S. Bank such financial information as U.S. Bank may reasonably request. Upon the prior written request of U.S. Bank, Customer or a Participant shall produce for U.S. Bank or allow U.S. Bank or its agents to inspect financial records relating to the financial condition of Customer or a Participant; provided, however, that any such inspection shall only be made during normal working hours. The Customer or a Participant authorizes U.S. Bank to obtain from time to time from any other source including an affiliate of

U.S. Bancorp any credit or financial information on Customer or a Participant held by such source. The Customer or a Participant further agrees to provide to U.S. Bank from time to time such other information regarding the business, operations, affairs and financial condition of Customer or a Participant as U.S. Bank may reasonably request.

b) Complete Agreement; Amendments. This Corporate Card Agreement, together with the Cardholder Agreement, the RFP and the U.S. Bank Proposal, constitutes the complete understanding between the parties with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. The failure of U.S. Bank, Customer or a Participant to exercise any right, power or option arising under this Corporate Card Agreement, or to insist upon strict compliance with the terms of this Corporate Card Agreement shall not constitute a waiver of the terms and conditions of this Corporate Card Agreement with respect to any other or subsequent breach thereof, nor a waiver by U.S. Bank, Customer or a Participant of their rights at any time thereafter to require exact and strict compliance with all the terms thereof. No alteration, amendment or modification of any of the terms and provisions of this Corporate Card Agreement shall be valid unless made pursuant to an instrument in writing signed by both of the parties; U.S. Bank may not change the annual fee for Corporate Cards during the term of this Corporate Card Agreement or any renewal thereof. U.S. Bank may amend the Cardholder Agreement from

time to time and, unless such amendment adversely affects Customer's rights hereunder, without Customer's consent.

c) Corporate Authority. The execution, delivery and performance of this Corporate Card Agreement by Customer or a Participant has been duly authorized by all necessary corporate action on the part of Customer or a Participant. The Customer shall furnish to U.S. Bank such evidence of authority as U.S. Bank may reason

d) Successors and Assigns. This Corporate Card Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Corporate Card Agreement may not be assigned by Customer or a Participant without the prior written approval of U.S. Bank or its designate. No such written approval from Customer shall relieve U.S. Bank of any obligations of this Corporate Card Agreement, and any transferee or subcontractor shall be considered the agent of U.S. Bank and bound to perform in accordance with these contractual documents. U.S. Bank shall remain liable as between the original parties to the Corporate Card Agreement as if no assignment had occurred.

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

Corporate Card Agreement and the intent of the parties.

11. NOTICES. All notices, requests and other communication provided for hereunder must be directed to the other party at the respective addresses indicated below and, unless otherwise specified herein, must be in writing, postage prepaid or hand delivered. Either party may, by written notice to the other, change its address indicated below.

U.S. Bank: Customer:
U.S. Bank National Association ND
C/O U.S. Bancorp Card Services, Inc. —
Mail Code FBTT0202
1010 South Seventh Street
Minneapolis, MN 55415

Attn: Contract Administrator

12. GOVERNING LAW. Except for those laws and regulations that govern U.S Bank's operations and which pre-empt Oregon laws and regulations, this Corporate Card Agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Customer or Participant and U.S. Bank that arises out of or relates to performance of this Corporate Card Agreement shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. U.S. Bank, by the signature below of its

authorized representative, hereby consents to the in personam jurisdiction of said courts. No provision of this section shall be construed to be a waiver of the Customer's or Participant's sovereign immunity.

13. COMPLIANCE WITH LAW. U.S. Bank agrees that, during the performance of work under this Corporate Card Agreement, it will comply with all applicable provisions of the administrative rules, laws and constitution of the State of Oregon, and all applicable local rules, regulations and ordinances of cities, counties, municipalities, and local taxing districts. U.S. Bank further agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Corporate Card Agreement. U.S. Bank specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. U.S. Bank also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Failure or neglect on the part of U.S. Bank to comply with any or all such laws, ordinances, rules, and regulations shall not relieve U.S. Bank of these obligations nor of the requirements of this Corporate Card Agreement. The Customer's or Participant's performance under this Corporate Card Agreement is conditioned upon U.S. Bank's compliance, when applicable, with the clauses required in ORS 279.312, 279.314,

279.316, 279.320 and 279.555 which are hereby incorporated by reference.

Customer or Participant acknowledges that U. S. Bank asserts that the provisions of ORS 659.425 and 656.017 and the foregoing ORS clauses concerning employees of U.S. Bank do not apply to such employees who are not residents of Oregon or are not performing work within Oregon. Customer also acknowledges that U.S. Bank, by executing this Corporate Card Agreement, does not waive any claim or defense based on foregoing assertions.

14. INDEPENDENT CONTRACTOR STATUS OF THE PARTIES. The parties will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

15. RIGHT TO INTERFACE. Customer or Participant shall have the right to connect the products for which it has contracted under this Corporate Card Agreement to any equipment manufactured or supplied by other vendors, including, but not limited to, peripheral equipment, other computers, communications equipment, terminal devices, likeequipment and to other software.

16. LICENSES. U.S. Bank shall maintain in current and valid form all licenses and certificates required by law, regulation, or this Corporate Card Agreement to be held by U.S. Bank while performing the work herein.

17. AVAILABILITY OF FUNDS. Customer or Participant certifies that sufficient funds are available and authorized for expenditure to finance costs of this Corporate Card Agreement within its current biennial appropriation or expenditure limitation, provided, however, that continuation of this Corporate Card Agreement, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the Customer or Participant's reasonable administrative discretion, to continue to make payments under this Corporate Card Agreement.

18. NON-APPROPRIATION. If the Customer or Participant is not allotted sufficient funds for the next succeeding fiscal period by appropriation, appropriation limitation, grant, or other funding source lawfully available to it for such purposes to continue lease or installment purchase payments for hardware or software covered by this Corporate Card Agreement, the Corporate Card Agreement automatically shall terminate, without penalty, at the end of the current fiscal period for which funds have been allocated and hardware or software will be returned to U.S. Bank. Such termination shall not constitute an event of default under any other provision of this Corporate Card Agreement, but the agency shall be obligated to pay all charges incurred through the end of such fiscal period. Customer or Participant shall give U.S. Bank written notice of such non-availability of funds within thirty (30) calendar days after it receives notice of such non-availability.

19. ANNUAL QUALITY REVIEWS. On an annual basis, U.S. Bank will meet with Customer or Participant representatives to discuss progress under Corporate Card Agreement and address any concerns of either party as well as discuss opportunities for enhancing the relationship. U.S. Bank will provide Customer with a progress report on Customer's or Participant's program and will work with Customer or Participant to determine the format and content of reports that would be of value in this assessment.

20. FAILURE TO PERFORM. If U.S. Bank fails to perform any material obligation under this Corporate Card Agreement, and thirty (30) calendar days after receipt of written notice describing with reasonable particularity the character of the default, U.S. Bank has not cured the failure, Customer or Participant may withhold all moneys due and payable to U.S. Bank under this Corporate Card Agreement which relate to the non-performance, without penalty, until such failure to perform is cured or finally adjudicated. This remedy does not include the right to withhold payments due for the pur Cardholder. This remedy shall be in addition to, and cumulative of, any other remedy available to Customer or Participant, and the exercise of this remedy by Customer or Participant shall not prejudice or impair the availability to Customer or Participant of any other remedy at law or in equity for breach of this Corporate Card Agreement.

21. FOREIGN CONTRACTOR. If U.S. Bank is not domiciled in or registered to do business in the State of Oregon, U.S. Bank shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Corporate Card Agreement. U.S. Bank shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Corporate Card Agreement.

22. ACCESS TO RECORDS. U.S. Bank shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of the Corporate Card Agreement. To the extent allowed by law, the Department of Administrative Services (DAS), Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of U.S. Bank which are directly pertinent to this Corporate Card Agreement for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by U.S. Bank for three (3) years from the date of this Corporate Card Agreement expiration unless a shorter period is authorized in writing. U.S. Bank is responsible for any audit discrepancies involving deviation from the terms of this Corporate Card Agreement and for any commitments or expenditures in excess of amounts authorized by Customer or Participant.

23. FORCE MAJEURE. Neither Customer or Participant nor U.S. Bank shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Customer's or U.S. Bank's reasonable control. U.S. Bank shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Corporate Card Agreement.

24. DUAL PAYMENT. U.S. Bank shall not be compensated for work performed under this Corporate Card Agreement from any state agency other than the agency which is a party to this Corporate Card Agreement.

25. SENSITIVE INFORMATION. With respect to financial, statistical, personnel and other non-technical data relating to the Customer's or Participant's operations which is confidential, is clearly so designated, and which U.S. Bank obtains for the purpose of fulfilling its responsibilities under this Corporate Card Agreement, U.S. Bank will instruct its personnel to keep such information confidential by using the same care and discretion they use with similar data which U.S. Bank designates as confidential. U.S. Bank shall not be required to keep confidential any data which is or becomes publicly available, which came into U.S. Bank's possession prior to entering into discussions with the Customer or Participant,

is independently developed by U.S. Bank, or is rightfully obtained from third parties. U.S. Bank's obligations in regard to the above shall continue for a period of two (2) years from the date the first designated confidential information is received. Notwithstanding the above, U.S. Bank shall not be required to keep confidential any technical data or ideas, concepts, know-how, or techniques relating to data processing.

26. WARRANTIES.

Customer or Participant warrants that:

- a) This Corporate Card Agreement constitutes a valid, binding and enforceable agreement of Customer or Participant;
- b) The execution of this Corporate Card Agreement and the performance of its obligations under this Corporate Card Agreement are within Customer or Participant's powers; has been authorized by all necessary action; and does not constitute a breach of any agreement of Customer's or Participant's with any party;
- c) The execution of this Corporate Card Agreement and the performance of its obligations under this Corporate Card Agreement will not cause a breach by it of any duty arising in law or equity; and
- d) Customer or Participant possesses the financial capacity to perform all of its obligations under this Corporate Card Agreement.

U.S. Bank warrants that:

- a) This Corporate Card Agreement constitutes a valid, binding and enforceable agreement of U.S. Bank;
- b) The execution of this Corporate Card Agreement and the performance of its obligations under this Corporate Card Agreement

are within U.S. Bank's powers; has been authorized by all necessary action; does not require action by or approval of any governmental or regulatory body, agency or official; and does not constitute a

breach of any agreement of U.S. Bank with any party;

c) U.S. Bank has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the Corporate Program;

d) The execution of this Corporate Card Agreement and the performance of U.S. Bank's obligations under this Corporate Card Agreement will not cause a breach by it of any duty arising in law or equity; and

e) U.S. Bank possesses the financial capacity to perform all of its obligations under this Corporate Card Agreement.

f) U. S. Bank, shall at all times during the term of this Corporate Card Agreement, be qualified in the State of Oregon, professionally competent, and duly licensed to perform the work;

g) The work under this Corporate Card Agreement shall be performed in a manner consistent with the highest professional standards;

h) Year 2000 Representation and Warranty. U.S. Bank represents and warrants that any hardware or software (hereafter referred to as System) to be provided under this Corporate Card Agreement meets industry standard tests for Year 2000 compliance.

"Year 2000" compliance means that the System:

(i) Is able to process date data accurately-including date data century recognition, calculations that accommodate same century and multi-century formulas and date values (including leap year factors), date data interface values that reflect the century

compliant products used by Customer or Participant;

(ii) Will not abnormally terminate its function or provide or cause invalid or incorrect results due to incompatibility

with the calendar year;

(iii) Without limiting any other warranties applicable to this

Corporate Card Agreement or any remedies otherwise available to

Customer or Participant, U.S. Bank agrees to promptly repair or

replace any product furnished under this Corporate Card Agreement

that is not Year 2000 compliant as defined herein, provided Customer

or Participant gives U.S. Bank notice within a reasonable time

following discovery of such failure.

The parties agree that the failure of any of the above representations and warranties to be true during the term of this

Corporate Card Agreement shall constitute a material breach of this

Corporate Card Agreement and the non-breaching party will have the

right, upon notice to the other party, to immediately terminate this

Corporate Card Agreement and all amounts outstanding hereunder shall

be immediately due and payable.

27. INSURANCE. During the term of this Corporate Card Agreement,

U.S. Bank shall maintain in full force at its own expense, each

insurance noted below:

a) Worker's Compensation Insurance. U.S. Bank, its subcontractors, if any, and all employers providing work, labor or

materials under this Corporate Card Agreement are subject employers

under the Oregon Worker's Compensation Law and shall comply with ORS

656.017, which requires them to provide Oregon workers' compensation

coverage that satisfies Oregon law for all their subject workers.

b) X Required by Customer Professional Liability Insurance.

Professional Liability Insurance with a combined single limit, or

the equivalent, of not less than (all U.S. Dollars) 1,000,000.00 for

each claim, incident or occurrence. This is to cover damages caused b

error, omission or negligent acts related to the professional services

to be provided under this Corporate Card Agreement.

c) X Required by Customer General Liability Insurance.

General Liability Insurance with a combined single limit, or the equivalent, of not less than (all U.S.Dollars)

\$2,000,000.00

for each occurrence for Bodily Injury and Property Damage.

It shall include contractual liability coverage for the indemnity

provided under this Corporate Card Agreement. It shall provide that

the Customer or Participant and their officers,

And employees are Additional Insureds but only with respect to U.S.

Bank's services to be provided under this Corporate Card Agreement.

d) X Required by Customer Automobile Liability Insurance.

Automobile Liability Insurance with a combined single limit, or the

equivalent, of not less than (all U.S. Dollars) Oregon Financial

Responsibility Law (ORS 806.060), \$1,000,000.00 for each accident for

Bodily Injury and Property Damage, including coverage for owned,

hired or non-owned vehicles, as applicable.

e) U.S. Bank shall acquire and maintain during the life of

the Corporate Card Agreement a "Banker's Blanket Bond" or comparable

Customer approved fidelity bond in the amount of one million U.S.

Dollars (\$1,000,000.00).

f) Certificates of Insurance. As evidence of the insurance

coverages required by this Corporate Card Agreement, U.S. Bank shall furnish acceptable insurance certificates to Customer prior to its issuance of a Notice to Proceed. The certificate will specify all of entities are subject to Customer acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the Customer or Participant. U.S. Bank shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

g) Additional Insured. The liability coverages (except for professional liability and worker's compensation) required for performance of this Corporate Card Agreement shall include the Customer and Participants and officers, divisions, agents and employees as Additional Insureds but only with respect to U.S. Bank's activities to be performed under this Corporate Card Agreement. Additional Insured language must be on an endorsement from the issuing insurance company.

h) Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from U.S. Bank or its insurer(s) to Customer at the following address: DAS Contracts Manager.

28. HEADINGS. The headings of the sections of this Corporate Card Agreement are intended for the convenience of the parties only and shall in no way be held to explain, modify, amplify or aid in the interpretation of the provisions hereof.

OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
CORPORATE CARD SERVICES PROGRAM

ADDENDUM A

FOR

DAS AND DAS IDENTIFIED PARTICIPANTS

Annual Fee per Corporate Card
\$0.00
Annual Fee per Executive Card
\$100.00
Late fee (at 30 days past due)
\$0.00
Delinquency Fee to Employee Cardholder (at 60 & 90
Days past due; on the entire past due unpaid balance;
Minimum \$2.00)
2.5%
Cash Advance Fee (per transaction; minimum \$2.00)
2.0%
NSF Return Check fee (per check)
\$15.00
\$500,000 Common Carrier Insurance Charge No

*Fees are per account, per year and are subject to the terms and conditions stipulated in the Oregon Department of Administrative Services (DAS) Corporate Card Services Program Agreement. U.S. Bank 1041300705 will waive the Annual Fee per Executive Card for up to one percent (1%) of the anticipated cardholder population. Pricing is based upon issuing approximately three thousand three hundred (3,300)

cards cumulatively and an approximate combined annual Customer (DAS) T&E spend of ten million U.S. Dollars (\$10,000,000.00). If this estimate is substantially inaccurate and below the ten million U.S. Dollars (\$10,000,000.00), U.S. Bank reserves the right to renegotiate pricing in subsequent years of the Corporate Card Agreement.

OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
CORPORATE CARD SERVICES PROGRAM

SOFTWARE DEVELOPMENT ADDENDUM

This Software Development Addendum ("Addendum") is entered into, by and between U.S. Bank National Association ND ("U.S. Bank") and the entity identified herein and executing this Addendum as "Customer", and constitutes an addendum to and modification of the Oregon Department of Administrative Services (DAS) Corporate Card Services Program Agreement dated March 1, 2001 (the "Corporate Card Agreement") between the parties. This Addendum shall become effective upon signing by or on the behalf of U.S. Bank ("Effective Date") and supersedes any previous and like addendum(s) with Customer.

RECITALS:

Customer or Participant, as defined in the Corporate Card Agreement, has contracted with U.S. Bank for U.S. Bank Visa? Corporate Card services as described in the Corporate Card Agreement

(the "Corporate Card Program") and in connection with its access to and use of the data, information and reports provided with respect to Participant hereby requests U.S. Bank to design and create custom software (hereinafter the "Custom Software") which will enable an interface between U.S. Bank Corporate Card Program systems, software and data and Customer's or Participant's systems, software and data. Capitalized terms used in this Addendum and not otherwise defined in this Addendum are used with the same respective meanings attributed thereto in the Corporate Card Agreement.

AGREEMENTS:

1. Customer agrees and acknowledges that in the performance of the activities described in this Addendum, U.S. Bank may utilize the services and facilities of its affiliated organizations including, but not limited to, U.S. Bancorp Card Services, Inc. ("USBCS") which is authorized to act as the agent of U.S. Bank in the administration and management of the Corporate Card Program.

2. PROJECT. U.S. Bank agrees to provide to Customer and/or each Participant participating in the Corporate Card Program one (1) or more versions of the Custom Software. Each Custom Software project includes the following (but only the following) activities by U.S.

Bank and/or Customer or Participant:

2.1 Preparation of specifications by Customer or Participant and U.S. Bank ("Specifications") for the Custom Software.

2.2 After acceptance of the Specifications by Customer and/or

Participant, creation of the Custom Software by U.S. Bank for Customer and/or Participant.

2.3 After the creation of such Custom Software, testing of the Custom Software at U.S. Bank's facilities by U.S. Bank.

2.4 After completion of such testing, delivery of the Custom Software to Customer or Participant in both object code and source code form.

2.5 Installation and testing of the Custom Software by Customer at Customer's site.

2.6 After installation and testing of the Custom Software by the Customer or Participant, Customer's or Participant's written acceptance of the Custom Software stating that the Software meets the Specifications and is operational.

2.7 At the time when Customer or Participant delivers such written acceptance or upon the expiration of sixty (60) days after the delivery of the Custom Software to Customer or Participant, whichever occurs first, payment by Customer or the Participant of the

3. MODIFICATIONS, MAINTENANCE, SUPPORT AND UPGRADES.

3.1 Modifications. U.S. Bank is not obligated to make or provide any modifications to the Custom Software (i.e., resulting from changes or additions to the Specifications) unless the parties execute a separate addendum.

3.2 Maintenance and Support. U.S. Bank is not obligated to provide any maintenance and/or support to Customer for the Custom Software unless the parties execute a separate addendum or agreement for that purpose.

3.3 Upgrades. U.S. Bank is not obligated to provide any upgrades, revisions or new releases after Customer has accepted the Specifications pursuant to Section 2.2, above, including, upgrades, revisions or new releases as may be necessary to maintain

compatibility with revised or new Corporate Card Program procedures, data, information or report formats.

4. FEES. Customer agrees to pay U.S. Bank five thousand U.S. Dollars (\$5,000.00) for each separate version of the Custom Software developed for Customer and its Participants under the terms of this Addendum. A per hour fee of one hundred seventy five U.S. Dollars (\$175.00) will be charged for modifications to a previously produced Custom Software version developed under this Addendum. Customer may reproduce and share copies of the Custom Software with all Participants. Each Participant agrees to pay U.S. Bank five thousand U.S. Dollars (\$5,000.00) for each separate version of the Custom Software developed specifically for Participant under the terms of this Addendum. Fees to Customer and Participants under Resulting Agreements shall be the same as herein.

5. OWNERSHIP AND USAGE.

5.1 Customer or Participant shall own all custom code (i.e., code created solely for Customer or Participant). Provided, however, that the Customer or Participant agrees that Custom Software shall be used by Customer or Participant only for its own internal business and accounting purposes. The Custom Software shall not in any manner be made available, given or sold, or licensed or sublicensed, in whole or in part, to any third party without the express written consent of U.S. Bank.

5.2 U.S. Bank shall own all non-custom code contained or included in the Custom Software and, in addition, shall retain all rights in and to all custom code contained in or included in the

Custom Software including, without limitation, the right to use and resell.

5.3 Customer or Participant shall protect against all unauthorized operation and use of the Custom Software. Any unauthorized disclosure or use of the Custom Software or of Confidential Information (as defined in Section 10) of U.S. Bank made representatives other than pursuant to this Addendum shall constitute a material breach of this Addendum and the Corporate Card Agreement. In the event of such a breach and failure to promptly cure such breach, U.S. Bank may terminate this Addendum and the Corporate Card Agreement upon notice and Customer or Participant shall be liable to U.S. Bank for monetary damages caused by such disclosure, including any impairment of the ownership rights of U.S. Bank. In addition to any other remedies, U.S. Bank may obtain preliminary and/or permanent injunction relief providing for recovery of the Custom Software and/or its Confidential Information or such other protection as may be available and, in addition, U.S. Bank shall be entitled to recover costs and expenses (including attorney fees) incurred in obtaining such relief.

6. WARRANTY; DISCLAIMER. U.S. Bank hereby warrants that the Custom Software will not infringe any U.S. patent and/or copyright of any third party. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY. Customer or Participant agrees that

neither U.S. Bank nor its affiliated organizations involved in the performance of activities pursuant to this Addendum, shall, under any circumstances, be liable for any consequential, incidental, indirect, special or punitive damages for breach of warranty, breach of contract, strict liability or negligence or other tort.

8. TERM; TERMINATION.

8.1 The term of this Addendum shall be coextensive with the term of the Corporate Card Agreement, subject to the following and subject to rights of termination provided in the Corporate Card Agreement.

8.2 Either party may terminate this Addendum at any time by providing the other party no fewer than one-hundred twenty (120) days prior written notice.

9. INDEMNIFICATION.

9.1 To the extent permitted by Article XI, section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, Customer or Participant agrees to indemnify and hold U.S. Bank and those of its affiliated organizations involved in the performance of activities pursuant to this Addendum, together with their officers, directors, owners, agents and employees harmless against all claims and expenses (including its costs and attorneys fees) arising out of any act or omission by Customer or Participant.

9.2 U.S. Bank agrees to indemnify and hold Customer and Participant, together with their officers, directors, owners, agents and employees harmless against all claims and expenses (including its costs and attorneys fees) arising out of any act or omission by

U.S. Bank or those of its affiliated organizations involved in the performance of this Addendum. In the event of any claim by any third party against Customer or Participant that the products furnished under this Addendum infringe upon or violate any United States patent or copyright, Customer or Participant shall promptly notify U.S. Bank. U.S. Bank shall defend such claim, in Customer's or Participant's name or its own, as appropriate, but at U.S. Bank's expense. In the event the claim is defended in the Customer's or Participant's name, the attorney must be satisfactory to the Customer or Participant. U.S. Bank will indemnify Customer or Participant against all costs, damages and attorney's fees that a Court finally awards as a result of such claim. If Customer or Participant reasonably concludes that its interests are not being properly protected, it may enter any action. However, any settlement by Customer or Participant with the party alleging such infringement or violation shall not be binding upon U.S. Bank and U.S. Bank shall be under no obligation to pay or indemnify Customer or Participant. Further, if principles of governmental or public law are involved, Customer or Participant may participate in the defense of any such action.

10. CONFIDENTIAL INFORMATION.

10.1 In connection with the performance of this Addendum, each party may disclose Confidential Information to the other. Customer

or Participant, subject to the Oregon Public Records laws, and U.S. Bank agree not to use or disclose the Confidential Information of the other party except as authorized herein. Confidential Information is defined as any information, documentation or work product used in the fulfillment of the obligations of this Addendum by either Customer, Participant or U.S. Bank. Customer or Participant shall notify U.S. Bank in advance of any proposed disclosure to be made pursuant to the Oregon Public Records laws in order to allow U.S. Bank to seek a protective order.

10.2 In addition to other remedies available to each party as specified herein, each party may obtain preliminary and/or permanent injunctive relief providing for recovery of its Confidential Information or such other protection as may be available and, in addition, shall be entitled to recover costs and expenses (including, but not limited to, attorney fees) incurred in obtaining such relief.

11. MISCELLANEOUS.

11.1 Entire Agreement. This Addendum together with the Corporate Card Agreement, the RFP and the Proposal in response thereto, represents the entire agreement between the parties on the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between them. No modification of this Addendum will be effective unless in writing and signed by both parties.

11.2 Notices. All notices shall be in writing and given by registered mail, telegram or facsimile addressed to the party at the address immediately below its respective signature hereto, or to

such other address of which either party may advise the other in writing. Notices will be deemed given when sent.

11.3 Force Majeure. No party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Addendum where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party. Such causes include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war of civil disturbance, strikes or other labor unrest, embargoes and other governmental actions or regulations that would prohibit either party from ordering or furnishing products or from performing any other aspects of the obligations hereunder, delays in transportation, and liability to obtain necessary labor, supplies, or manufacturing facilities.

11.4 Non-assignment. This Addendum shall be binding on and inure to the benefit of the successors and assigns of the business interests of U.S. Bank and may be assigned by U.S. Bank but only to the acquirer of substantially all of U.S. Bank's assets in conjunction with such an acquisition or to its affiliated organizations. Customer shall not sell, assign, delegate, or otherwise transfer any of its rights or obligations hereunder without

11.5 Applicable Law. Except for those state and federal laws and regulations that govern U.S Bank's operations and which pre-empt Oregon laws and regulations, this Addendum shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, or suit between Customer or Participant and U.S. Bank

that arises out of or relates to performance of this Addendum shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. U.S. Bank, by the signature below of its authorized representative, hereby consents to the in personam jurisdiction of said courts. No provision of this section shall be construed to be a waiver of the Customer or Participant's sovereign immunity.

11.6 Ratification. Except to the extent modified by this Addendum, the parties hereto hereby ratify and affirm the Corporate Card Agreement.

11.7 Effective Date. The effective date of this Addendum is the date it is executed by U.S. Bank.

11.8 Year 2000 Representation and Warranty. U.S. Bank represents and warrants that any hardware or software (hereafter referred to as "System") to be provided under this Addendum meets industry standard tests for Year 2000 compliance. "Year 2000" compliance means that the System:

- a. Is able to process date data accurately including date data century recognition, calculations that accommodate same century and multi-century formulas and date values (including leap year factors), date data interface values that reflect the century compliant products used by Customer or Participant;
- b. Will not abnormally terminate its function or provide or cause invalid or incorrect results due to incompatibility with the calendar year;

Without limiting any other warranties applicable to this Addendum or any remedies otherwise available to Customer, or Participant, U.S. Bank agrees to promptly repair or replace any product furnished under this Addendum that is not Year 2000 compliant as defined herein, provided Customer or Participant gives U.S. Bank notice within a reasonable time following discovery of such failure.

OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
CORPORATE CARD SERVICES PROGRAM
AND
OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
CENTRAL TRAVEL SYSTEM (CTS) PROGRAM

PERFORMANCE VOLUME REBATE ADDENDUM

This Performance Volume Rebate Addendum ("Rebate Addendum") is entered into, by and between U.S. Bank National Association ND ("U.S. Bank") and the entity identified herein and executing this Rebate Addendum as "Customer", and constitutes an addendum to and modification of the Oregon Department of Administrative Services (DAS) Corporate Card Services Program Agreement (the "Corporate Card Agreement") dated March 1, 2001, and the Oregon Department of Administrative Services (DAS) Central Travel System (CTS) Program Agreement (the "CTS Agreement") dated March 1, 2001 (collectively the "Agreements") between Customer and U.S. Bank. This Rebate Addendum shall become effective upon signing by or on the behalf of

U.S. Bank ("Effective Date") and supersedes any previous and like addendum(s) with Customer.

U.S. Bank shall extend to Customer the following revenue sharing opportunities:

1. a) U.S. Bank will pay to each qualifying Customer, under this and all Resulting Agreements, and each qualifying Participant, under this and all Resulting Agreements, a portion of the aggregate Net Annual Charge Volume through a rebate ("Volume Rebate"). The Volume Rebate will be based on the Net Annual Charge Volume. The Volume Rebate calculation will be made in accordance with the Offer submitted by US Bank.

b) U.S. Bank will pay to each qualifying Customer, under this and all Resulting Agreements, and each qualifying Participant, under this and all Resulting Agreements, a portion of the aggregate Net Annual Charge Volume through a rebate ("Performance Rebate"). The Performance Rebate calculation for each entity will be based on that entity's File Turn Days Payment Performance for all Accounts for each Addendum Year. The Performance Rebate calculation will be made in accordance with the Offer submitted by US Bank.

c) No rebate calculation shall be made for an entity unless:
a) the annual average File Turn Days Payment Performance for that Customer's or Participant's (individually) Accounts monthly billing statements is not higher than forty (40) File Turn Days, and b) the Minimum Net Annual Charge Volume for all Customers, Institutions and

Participants under this and all Resulting Agreements is at least three million U.S. Dollars (\$3,000,000.00). The rebate calculation is done as follows: the qualifying Rebate Percentage from Table A, if any, is added to the qualifying Rebate Percentage from Table B, if Percentage is multiplied by that Customer's contribution to the Net Annual Charge Volume to equal that Customer's gross rebate amount. The actual amounts charged-off by U.S. Bank from that Customer's participation in the Corporate Card Program and the CTS Program are subtracted from the gross rebate amount to equal that Customer's net rebate amount. The Total Rebate Percentage is multiplied by each Participant's contribution to the Net Annual Charge Volume to equal each Participant's gross rebate amount. The actual amounts charged-off by U.S. Bank from that Participant's participation in the Corporate Card Program and the CTS Program are subtracted from that Participant's gross rebate amount to equal that Participant's net rebate amount. See the Example in Section 3. U.S. Bank will issue one (1) payment to the Customer under this Rebate Addendum for all rebate amounts owing to any entity under this Rebate Addendum, along with a report that includes the details for each entity that qualified for a rebate amount. Any revenue sharing payment made pursuant to this Rebate Addendum will be net of accumulated charge-offs resulting from participation in U.S. Bancorp Card Services, Inc. programs. A charge-off occurs when an amount remains unpaid

for one hundred fifty (150) days after the date that it was first billed. The first revenue sharing payment, if any, shall be made by the end of the twentieth (20th) month after the Effective Date of this Rebate Addendum. Subsequent calculations and payments, if any, shall be made in a similar fashion on each twelve (12) month anniversary of the first calculation. If any revenue sharing payment date falls on a non-business day, revenue sharing payments due shall be made on the next business day. If, at the Corporate Card Agreement and/or the CTS Agreement expiration, the rebate period is less than an Addendum Year, the rebate will be calculated as stated above for that lesser period of time.

2. Capitalized terms used in this Rebate Addendum and not otherwise defined in this Rebate Addendum are used with the same respective meanings attributed thereto in the Agreements. "Entity or entity" means a Customer, an Institution or a Participant as those terms are defined in the Resulting Agreements. "Net Annual Charge Volume" means all Charges set forth on the monthly billing statements furnished for all Accounts to the Customer, under this and Resulting Agreements, each Institution and each Participant, under this and all Resulting Agreements and/or each Employee Cardholder, under this and all Resulting Agreements, less cash advances, fees, Fraudulent Charges, chargebacks, Charges qualifying for large transaction interchange rates and amounts charged-off by U.S. Bank with respect

to such Accounts as uncollectible for each twelve (12) month period beginning with the first such period following the Effective Date of this Rebate Addendum (an "Addendum Year"). U.S. Bank will use as the Net Annual Charge Volume the volumes from the Customer, under this and all Resulting Agreements, all Institutions and all Participants, under this and all Resulting Agreements and will include the volumes from the Purchasing Program, the Corporate Card Program and the CTS Program. "File Turn Days" are the number of days from the date U.S. Bank funds a Charge transaction to the date payment for that transaction is posted, inclusive of the beginning and ending dates. Accordingly, the File Turn Days Payment Performance is the average speed of repayment of Charges made for each Addendum Year. File Turn Days are calculated by summing the daily unpaid balances for one (1) calendar month divided by the Net Monthly Charge Volume for that calendar month. "Net Monthly Charge Volume" means all Charges set forth on one (1) monthly billing statement furnished for all Accounts to the Customer, under this and Resulting Agreements, each Institution and each Participant, under this and all Resulting Agreements, and/or all Employee Cardholders, under this and all Resulting Agreements, less cash advance, fees, Fraudulent Charges, chargebacks, and Charges qualifying for large transaction interchange rates. The "Average Annual File Turn" means the sum of the previous twelve (12) monthly File Turn Days divided by twelve (12). An example of File Turn Days is found in Section 4 of this

Rebate Addendum. U.S. Bank will calculate the File Turn Days Payment Performance for the Customer and each Participant individually. An "Account" is any open account number to which Charges and payments may be posted. This includes, but is not limited to, Corporate Card accounts, CTS accounts and Convenience Accounts.

3. This Rebate Addendum shall terminate upon termination of the Agreements and all rights hereunder shall cease.

4. Except to the extent that the Agreements are expressly or implicitly modified by this Rebate Addendum, all terms and conditions

OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
CORPORATE CARD SERVICES PROGRAM

PARTICIPATION ADDENDUM

This Participation Addendum ("Participation Addendum") to the Oregon Department of Administrative Services (DAS) Corporate Card Services Program Agreement dated _____, 2001 (the "Corporate Card Agreement") between the State of Oregon, acting by and through its Department of Administrative Services (DAS), hereinafter referred to as "Customer" and U.S. Bank National Association ND ("US Bank"), is executed by

_____ for the purpose of becoming a "Participant" as that term is defined herein.

RECITALS:

A. Customer has entered into the Corporate Card Agreement for the purpose of making available to employees of Customer and Participants (as that term is defined within the Corporate Card Agreement), the use of a corporate card program (the "Corporate Card Program") as described in the Corporate Card Agreement; and

B. The Corporate Card Agreement contemplates the inclusion of Participants and other entities; and

C. The Participant has received a copy of the Corporate Card Agreement, the FirstView License Agreement and the U.S. Bank Communications System License Agreement, Corporate and Purchasing Card, and after thorough review of those Agreement(s) desires to become a Participant, as that term is defined herein.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Corporate Card Agreement, which is incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participant, and US Bank agree as follows:

1. All capitalized terms used in this Participation Addendum and not otherwise defined in this Participation Addendum are used with the same respective meanings attributed thereto in the Corporate

Card Agreement. A "Participant" is any entity that is affiliated with the Customer, desires to participate under the Corporate Card Agreement, as referenced above, and is approved by U.S. Bank as described in the Corporate Card Agreement.

2. The Participant agrees to accept and perform all duties, responsibilities and obligations required as set forth in the Corporate Card Agreement, and, when applicable, the FirstView License Agreement and the U.S. Bank Communications System License Agreement, Corporate and Purchasing Cards, as is required for the Customer. Corporate Cards shall be issued to Designated Employees of the Participant upon execution of a U.S. Bank Corporate Cardholder Application (in a format specified by U.S. Bank) by the Participant.

3. U.S. Bank is authorized to place the seal or logo of the Participant on the Corporate Cards issued to Designated Employees of the Participant for the sole purpose of identifying the Corporate Card for official use only.

4. The Participant shall make monthly payments as provided in the Corporate Card Agreement to U.S. Bank of the Total Payment Due by causing a check or checks or a warrant or warrants to be issued payable to the order of U.S. Bank on demand.

5. The Participant shall provide U.S. Bank with such financial information as U.S. Bank may reasonably request and, upon request of U.S. Bank, such other information regarding the business operations, affairs and financial condition of Participant as U.S. Bank may

reasonably request.

6. Delivery of Corporate Cards to Designated Employees of the Participant shall be within ten (10) business days after receiving completed U.S. Bank Corporate Cardholder Applications, but in no case

7. The Participant declares that Corporate Cards shall be used for off individual or consumer purchases nor to incur consumer debt. The Participant warrants that it possesses the financial capacity to perform all of its obligations under the Corporate Card Agreement and purchases to be made with Corporate Cards or incur any other financial obligation hereunder or under the Corporate Card Agreement prior to determining that existing appropriations available therefore are sufficient in amount to pay for such purchases or such other financial obligations.

8. The Participant shall not have the right to terminate the Corporate Card Agreement. U.S. Bank and Participant may terminate this Participation Addendum in accordance with Section 9 of the Corporate Card Agreement as if the Participant were the Customer.

9. The notice address for the Participant is:

Participant:

Attn:

Address:

City, State, Zip:

10. The agreements of the Participant set forth in this Participation Addendum and the Corporate Card Agreement constitute valid, binding and enforceable agreements of the and all extensions of credit made pursuant to this Participation Addendum and the Corporate Card Agreement to the Participant will be valid and enforceable obligations of the Participant in accordance with the terms of the Corporate Card Agreement and this Participation Addendum. The execution of this Participation Addendum and the performance of the obligations hereunder and under the Corporate Card Agreement are within the powers of the Participant, have been authorized by all necessary action and do not constitute a breach of any agreement to which the Participant is a party or is bound.

OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)
CORPORATE CARD SERVICES PROGRAM

PARTICIPATION ADDENDUM

This Participation Addendum ("Participation Addendum") to the Oregon Department of Administrative Services (DAS) Corporate Card Services Program Agreement dated_____, 2001 (the "Corporate Card Agreement") between the State of Oregon, acting by and through its Department of Administrative Services (DAS), hereinafter referred to

as "Customer" and U.S. Bank National Association ND ("US Bank"), is executed by Customer for the purpose of allowing certain State of Oregon agencies to become a "Participant" as that term is defined herein.

RECITALS:

A. Customer has entered into the Corporate Card Agreement for the purpose of making available to employees of Customer and Participants (as that term is defined within the Corporate Card Agreement), the use of a corporate card program (the "Corporate Program") as described in the Corporate Card Agreement; and

B. The Corporate Card Agreement contemplates the inclusion of Participants and other entities; and

C. The Customer shall list all agencies that desire to become a Participant on the attached Participant Schedule. Each Participant Schedule is in addition to any previous and like Participant Schedule(s) with Customer.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the mutual promises and covenants set forth in the Corporate Card Agreement, which is incorporated herein by reference, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Participant, and US Bank agree as follows:

1. All capitalized terms used in this Participation Addendum and

not otherwise defined in this Participation Addendum are used with the same respective meanings attributed thereto in the Corporate Card Agreement. A "Participant" is any entity that is affiliated with the Customer, desires to participate under the Corporate Card Agreement and is approved by U.S. Bank as described in the Corporate Card Agreement.

2. The Participant agrees to accept and perform all duties, responsibilities and obligations required as set forth in the Corporate Card Agreement, and, when applicable, the FirstView License Agreement and the U.S. Bank Communications System License Agreement, Corporate and Corporate Cards, as is required for the Customer. Corporate Cards shall be issued to Designated Employees of the Participant upon execution of a U.S. Bank Corporate Cardholder Applications (in a format specified by U.S. Bank) by the Participant.

3. U.S. Bank is authorized to place the seal or logo of the Participant on the Corporate Cards issued to Designated Employees of the Participant for the sole purpose of identifying the Corporate Card for official use only.

4. The Participant shall make monthly payments as provided in the Corporate Card Agreement to U.S. Bank of the Total Payment Due by causing a check or checks or a warrant or warrants to be issued payable to the order of U.S. Bank on demand.

5. The Participant shall provide U.S. Bank with such financial information as U.S. Bank may reasonably request and, upon request of

U.S. Bank, such other information regarding the business operations, affairs and financial condition as U.S. Bank may reasonably request.

6. Delivery of Corporate Cards to Designated Employees of the Participant shall be within ten (10) business days after receiving completed U.S. Bank Corporate Cardholder Applications, but in no case earlier than ten (10) business days after the initial implementation meeting.

7. The Participant declares that Corporate Cards shall be used for official Participant purchases only, and shall not be used for individual or consumer purchases nor to incur consumer debt. The Participant warrants that it possesses the financial capacity to perform all of its obligations under the Corporate Card Agreement and this Participation Addendum and the Participant will not allow purchases to be made with Corporate Cards or incur any other financial obligation hereunder or under the Corporate Card Agreement prior to determining that existing appropriations available therefore are sufficient in amount to pay for such purchases or such other financial obligations.

8. The Participant shall not have the right to terminate the Corporate Card Agreement. U.S. Bank and Participant may terminate this Participation Addendum in accordance with Section 9 of the Corporate Card Agreement as if the Participant were the Customer.

9. The notice address for the Participant is as outlined on the attached Schedule.

10. The agreements of the Participant set forth in this Participation Addendum and the Corporate Card Agreement constitute valid, binding and enforceable agreements of the Participant and all extensions of credit made pursuant to this Participation Addendum and the Corporate Card Agreement to the Participant will be valid and Addendum. The execution of this Participation Addendum and the performance of the obligations hereunder and under the Corporate Card authorized by all necessary action and do not constitute a breach of any agreement to which the Participant is a party or is bound.

-END-