

**Carson City  
Agenda Report**

**Date Submitted:** September 5, 2014

**Agenda Date Requested:** September 18, 2014

**Time Requested:** 5 minutes

**To:** Mayor and Supervisors  
**From:** Purchasing and Contracts

**Subject Title:** For Possible Action: To authorize Al Kramer, Carson City Treasurer, to sign a no fee contract with Bank of America Merrill Lynch for Purchasing Card Services through September 17, 2017. (Contract File 1415-047) *(Kim Belt)*

**Staff Summary:** This contract is to provide Procurement Card Services for Carson City. Three (3) firms submitted proposals for the Request for Proposals. Based on proposal submittal, the firm Bank of America Merrill Lynch was selected via RFP #1415-047 – Request for Proposals for Carson City Purchasing Card Services. The contract will be issued for three (3) years with the option to renew for 2 (2) additional two (2) year terms.

**Type of Action Requested:** (check one)

Resolution  Ordinance  
 Formal Action/Motion  Other (Specify)

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to authorize Al Kramer, Carson City Treasurer to sign a no fee contract with Bank of America Merrill Lynch for Purchasing Card Services through September 17, 2017. (Contract File 1415-047) *(Kim Belt)*

**Explanation for Recommended Board Action:** Through this contract, Bank of America Merrill Lynch will provide Purchasing Card Services for Carson City.

**Applicable Statute, Code, Policy, Rule or Regulation:** N/A

**Fiscal Impact:** Approximately \$100,000.00 in revenue for the General Fund.

**Explanation of Impact:** Approximately \$100,000.00 in revenue for the General Fund.

**Funding Source:** None

**Alternatives:** Not authorize Treasurer to sign contract, a request for professional services to be provided by Bank of America Merrill Lynch.

**Supporting Material:** Contract for Services of Independent Contractor.

**Prepared By:** Kim Belt, Purchasing and Contracts Manager

**Reviewed By:** *Al Kramer* Date: 9-9-14  
(Treasurer)

Richard Miranda  
(City Manager)

Date: 9/9/14

[Signature]  
(District Attorney)

Date: 9/9/14

[Signature]  
(Finance Director)

Date: 9/9/14

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

# Umbrella Agreement for Government Banking Services

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This Agreement for Government Banking Services (the "Agreement") is made as of this \_\_\_\_ day of September, 2014, between The City of Carson City, Nevada (the "Client") and Bank of America, N.A., a national banking association.

WHEREAS, Client issued a Request for Proposal ("RFP") more fully identified below, for providing banking services identified in the RFP (the "Services"):

**The City of Carson City, Nevada – Request for Proposals for Purchasing Card Services  
ADVERTISED RFP # 1415-047**

WHEREAS, the Bank was the successful bidder under the RFP, having submitted its bid response dated September 2, 2014 (the "Bid Response"); and

WHEREAS, the parties wish to enter into this Agreement for the purpose of specifying the term and constituent documents of the agreement between Client and Bank regarding the Services;

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the parties hereby agree as follows:

1. **Integrated Agreement.** The entire and integrated agreement between Client and Bank related to the Services shall consist of this Agreement, Corporate Card Services Agreement, Pricing Schedules I, II and III, Bank's Bid Response and Client's RFP as modified by the Bid Response. In the event of conflict among any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Agreement, (2) Corporate Card Agreement; (3) Pricing Schedules I, II, and III (4) the Bid Response and (5) the RFP. The integrated agreement supersedes all prior negotiations, representations, statements and agreements, whether written or oral, regarding the Services.
2. **Commencement of Performance.** Except as otherwise agreed by the parties, Bank shall begin performing each Service upon execution and delivery of this Agreement, the pertinent service-level agreement and the related set-up forms. Bank shall continue to perform such Services during the term of this Agreement.
3. **Term.** This Agreement is for an initial term of \_\_\_\_ (\_\_\_\_) years. The Agreement may be extended by mutual consent of the parties as set forth in the RFP.

Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

In witness whereof, the parties have executed this Agreement as of the date first written above.

**The City of Carson City, Nevada**

\_\_\_\_\_  
(CLIENT'S LEGAL NAME)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

**Bank of America, N.A.**

\_\_\_\_\_  
(BANK NAME)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

## Bank of America Corporate Card Service Agreement

This Bank of America Corporate Card Service Agreement (the "Agreement") is made by and between FIA Card Services, N.A., a Bank of America company, ("Bank of America"), and <INSERT FULL LEGAL NAME> ("Company") and shall be effective as of \_\_\_\_\_ ("Effective Date").

The terms "we", "us" and "our" refer to Bank of America. The terms "you" and "your" refer to Company.

WHEREAS, where your services are provided by FIA Card Services, N.A., effective October 1, 2014 those services will be provided by Bank of America, N.A. This Agreement with all rights and obligations will be assigned to Bank of America, N.A., on October 1, 2014.

With our Corporate Card Services you are allowed to open Card Accounts for your business purposes. You may select one or more of the following card programs: purchasing card program, travel and entertainment card program, accounts payable card program or fleet card program (each a "Service", collectively, the "Services"). You may begin using a Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements. Whenever you use a Service, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in the applicable Materials.

### DEFINITIONS

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**Billing Statement.** The official invoice provided to you, Participant and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

**Business Day.** Each day on which we are open for business related to the Services.

**Card.** Each plastic charge card which we issue for your Card Account using a Service.

**Card Account.** Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to a Service, including a Cardless Account.

**Card Administrator.** One or more individuals designated by you in writing, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

**Cardholder.** Your employee or any other person who you designate in writing and who we approve to receive a Card. If you or a Cardholder makes a Card Account number or Convenience Check available to another party, that person will also be considered a Cardholder.

**Cardless Account.** An Account for which we assign only an account number, but no Card is issued.

**Cash Advance.** Use of a Card Account to obtain cash from a participating financial institution, merchant or Automated Teller Machine, to write a Convenience Check or to obtain items readily convertible into cash, such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers.

**Convenience Check.** A check which we may provide to you, upon your request, to draw on a Card Account.

**Grace Days.** The number of days after the Billing Statement closing date within which payment is due.

**Guarantor.** A person or entity, other than you or a Participant, that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.

**Materials.** The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you.

**Participant.** A Subsidiary, affiliate or division of yours which you designate in writing on a Participant Account Form and which we approve, for us to issue a Card Account with its own account number. A Participant Account Form, upon completion by you and approval by us, will be made a part of this Agreement.

**Payment Due Date.** The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days.

**Software.** Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with the Services.

**Subsidiary.** Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

**Transaction.** The purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Convenience Check or Card Account.

**Unauthorized Use.** Use of a Card Account, Card or Convenience Check by a person (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account and (iii) whose use does not benefit you directly or indirectly.

**User Documentation.** Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service. Current User Documentation is available upon your request.

**Website.** Any internet website and/or online access channel for use in accessing the Services.

## **OUR OBLIGATIONS**

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We will open Card Accounts upon your request which Cardholders may use to conduct Transactions for your business. All Transactions made on a Card Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account.

Upon your request, we may also provide Convenience Checks with respect to your Card Accounts. At your request, we may also establish a Cardless Account. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Agreement, we will not be liable for any failure to authorize a Transaction.

We are responsible only for performing the Services expressly provided for in this Agreement. We may contract with an outside vendor in performing the Services.

## **YOUR OBLIGATIONS**

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You shall use each Card Account solely for your business purposes.

You shall pay for each Transaction, regardless of its purpose or whether you signed a sales draft or received a receipt. In addition, you shall pay our fees and charges as set forth in the schedule of charges currently in effect for you.

You represent and warrant to us that each Cardholder is a current employee or agent of your company. You will promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that all such information about your employees, agents and your company is accurate and sufficiently complete to give us accurate knowledge of your financial condition.

You and each Cardholder will check to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

You must give us prompt written notice of any addition, change or elimination of a Card Administrator.

You are responsible for maintaining the security of your data and ensuring that it is adequately backed-up. We are not responsible for your loss of your data.

## **CHARGE LIMITS**

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For each Service, we will give you one total charge limit for all your Card Accounts. We will also assign an individual charge limit for each Card Account. Upon your request and if approved by us, we may increase the total charge limit or any individual limit. We may decrease the total charge limit or any individual limit at our discretion. You agree not to incur obligations which would cause the total charge limit for all your Card Accounts to be exceeded. If you do exceed this limit, or if any Cardholder's individual charge limit is exceeded, we may deem the entire balance owing to be immediately due and payable, and/or we may refuse any Transactions on all Card Accounts or the individual Card Account until a payment is made to reduce the balance below the total charge limit or the individual charge limit.

## **TRANSACTIONS IN OTHER CURRENCIES**

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If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set forth in the schedule of charges currently in effect for you.

## **DISPUTES WITH MERCHANTS AND SUPPLIERS**

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We will have no liability for goods or services purchased with, or for a merchant's or supplier's failure to honor purchases made with, a Card Account, Convenience Check or Card. You agree to make a good faith effort to resolve any dispute with a merchant or a supplier arising from a Transaction. In a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to restrict Transactions to merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given.

#### **CONVENIENCE CHECKS**

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If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is post-dated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your Billing Statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

#### **CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL**

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We may, at your request, establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, without limitation, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. You agree to be solely responsible for the use of any such Cardless Account or Card Account, including, without limitation, any Unauthorized Use, and you agree not to make any claim or request related to any Unauthorized Use of such a Cardless Account or Card Account.

#### **PAYMENT OF CARD ACCOUNTS; SECURITY INTEREST**

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We will provide to the Card Administrator, or other person you designate in writing to us, a Billing Statement which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. If you have requested a Card Account for travel and entertainment Transactions, we will provide, upon your request, an additional copy of the Billing Statement covering such use of the relevant Card Account to the appropriate Cardholder at the address which you or the Cardholder provides to us.

You will pay to us the total amount shown as due on each Billing Statement on or before the due date shown on the statement. If you do not make a payment in full by the specified due date, in addition to our other rights, we may assess a late fee and finance charge as set forth in the schedule of charges currently in effect for you. You have no right to defer any payment due on any Card Account.

You will pay us for a Service according to the schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time. All charges are subject to change upon 30 days prior written notice to you (unless otherwise agreed in writing), except that any increase in charges to offset any increase in fees charged to us by any supplier for services used in delivering the Service may become effective in less than 30 days.

You will pay us for Software support in excess of that contemplated in the Software section of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

Unless otherwise agreed by us, payments must be made using an Automated Clearing House (ACH) service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under the Agreement, including your obligation for payment.

**You grant to us a security interest and contractual right of setoff in and to all deposits now or subsequently maintained with us or any of our affiliates or subsidiaries. In connection with that grant, you authorize us to enter into a master control agreement with our affiliates authorizing, upon the occurrence and continuance of any default, the disposition of any such deposits to satisfy all liabilities incurred in connection with a Service, without your further consent. The grant of this security interest shall survive termination of a Service.**

#### **LOST OR STOLEN CARDS; UNAUTHORIZED USE**

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In the event of a possible loss or theft of a Card, Convenience Check or Card Account or possible Unauthorized Use, you will give us notice by telephone to the numbers set forth in the User Documentation. You agree to give us this notice as soon as practicable but in any event no later than the Business Day after discovery of the known or suspected loss or theft or Unauthorized Use. If notice as provided in this paragraph is given and you assist us in investigating facts and circumstances relating to the loss, theft or possible Unauthorized Use, including without limitation obtaining an affidavit or similar written, signed statement from the Cardholder, then you will not be liable for Transactions resulting from Unauthorized Use. If we have issued fewer than ten Card Accounts to you, your liability for Transactions by a person who does not have actual, implied or apparent authority to use the Card, Convenience Check, or Card Account and whose use does not result in a direct or indirect benefit to you will not exceed \$50 on each Card.

#### **LICENSE TO USE YOUR MARKS**

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Upon your request, we may place your trademark, tradename, service mark and/or designs ("Company's Marks") on the Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. You grant to us a non-exclusive license to use, during the term of the Service, Company's Marks on the Cards and on other materials related to the Card Accounts. If, as you request, we place your

Company Marks on the cards or collateral materials, you agree that the indemnity under the "Protection from Third Parties" section of this Agreement covers any claim that the use of any Company Marks infringes the intellectual property right of any third party.

## **EXTENSION OF CORPORATE CARD SERVICE TO AFFILIATES**

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Upon your request and submission of a Participant Account form, we may approve one or more affiliates of which you are majority owner for participation in a Service. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your participating affiliates.

You may terminate an affiliate's participation by giving us written notice and a reasonable time to act on such notice. If an approved Participant is, or will no longer be, majority-owned by you, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such Participant.

## **GOVERNING LAW**

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The Services are governed by the laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of Delaware, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder uses a Card Account. WHEREAS, where this Agreement is governed by the laws of the State of Delaware, effective October 1, 2014, to the extent this Agreement and the Account, as well as the Bank's rights and duties regarding this Agreement and the Account, are not covered by the laws respecting national banking associations, this Agreement and the Account, as well as the Bank's rights and duties regarding this Agreement and the Account, will be governed by the laws of the State of North Carolina, without reference to that state's principles of conflicts of law, regardless of where Company resides or where a Cardholder uses the Account.

## **TERMINATION**

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You or we may terminate the Agreement or a Service upon 60 calendar days prior written notice to the other party.

Notwithstanding the previous sentence, we may terminate the Agreement or a Service effective immediately, and we will send you notice of the termination if any of the following occurs with respect to you, a Participant or a Guarantor:

- You fail to pay as and when due (whether upon demand, at maturity or by acceleration) or you breach any of the terms and conditions in this Agreement or any other agreement with us or any of our affiliates or subsidiaries;
- You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- You fail generally to pay your debts as they become due;
- You, voluntarily or involuntarily, become the subject of any bankruptcy, insolvency, reorganization or other similar proceeding;
- You initiate any composition with your creditors;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the terms and conditions in this Agreement;
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the Guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the Guarantor;
- You fail to pay or perform any other obligation, liability or indebtedness to any other party;
- There is the death (if an individual) or resignation or withdrawal of any partner or material owner (of a privately-held entity);
- You merge or consolidate with or into another entity;
- We determine that any representation or warranty made to any of our affiliates or subsidiaries in any agreement is or was, when it was made, untrue or materially misleading;
- You fail to timely deliver financial statements, including tax returns, other statements of condition or other information, as we shall request from time to time;
- There is an entry of a judgment against you which we deem to be of a material nature;
- You experience seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property;
- We determine that we are insecure for any reason;
- You fail to comply with any law or regulation controlling your operation;
- There is a change in your ownership, if you are a privately-held entity, in excess of 50%.

Upon any termination of a Service, (i) the entire balance outstanding on all Card Accounts with respect to that Service shall, at our option, become immediately due and payable and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. Your responsibility to pay for all Transactions regarding each Card Account will continue until a reasonable period of time after you notify us to close the Card Account or until you pay for all Transactions entered into before we close the Card Account to future use, whichever occurs later. After termination, you and all Cardholders will make no new Transactions on any Card Account. If, however, such Transactions are made, you will be liable for each of them.

If a Service you are using is terminated for any reason, you will do the following:

- Immediately stop using any Materials relating to the terminated Service;
- Erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Materials relating to the terminated Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

## SOFTWARE LICENSE

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This section applies to all Software we provide to you pursuant to the Agreement unless we provide you a separate license agreement for specific Software (including a "click-wrap" Software license you may obtain from us by downloading from our website and the licenses for any other third-party Software we provide you in connection with the Services).

### License

For each Software application we provide to you for one or more Services, we grant you a non-exclusive, revocable, non-transferable license for the use of that Software and any Materials related to the Software that we provide to you. Each license is granted solely for use in object code form only in connection with one or more Services. You may use the Software only in accordance with the applicable User Documentation.

The Software, its source code, the Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. You will secure and protect the Software and Materials (including all copies) in a manner consistent with the maintenance of our rights and those of our licensors. In order to protect those rights, you will reproduce and incorporate copyright notices and all other proprietary legends prescribed by us in any permitted copies. You may not remove, obscure or otherwise tamper with or alter any such notices or legends affixed to or otherwise contained in the Software or Materials (or copies). You will also take appropriate action to instruct and obligate your representatives who are permitted access to the Software and/or Materials (including copies) to comply with your obligations to protect the Software and Materials.

We are obligated to provide you only with those updates, upgrades or new releases of Software which we make generally available to our other customers who license the same Software. Any corrections, updates, upgrades or new releases that we provide to you must be installed by you promptly or by such later time as we specify, and will be deemed part of the Software upon delivery to you. We will provide support only for the most current version of Software we have provided to you.

You will, at your expense, cause a computer to be installed and kept in good condition and working order at your site for use of the Software. The computer and its components must be equipment which is acceptable, as specified by us from time to time.

At our option, we may assist you with the installation of Software on your computer and/or with the training of persons who will use the Software, but we will not bear any responsibility for (i) such training or (ii) the proper installation or use of the Software. Except as you and we may agree otherwise, you will be deemed to have accepted the Software upon its installation.

If we have provided you with Software to be installed on your computer, you may not install the Software on more than one computer or electronically distribute it to any other computer, without our prior written approval and the payment of any fees that we may assess. You may move the Software to another computer replacing the one on which the Software was originally installed or to another site, but only after you give us notice, in writing or by electronic means approved by us for such purpose, specifying the new computer and site. If we have provided you with Software to be installed on your network server, you may not electronically distribute, or allow anyone else to electronically distribute, the Software except from the network server on which it is installed to workstations on that network. You will provide us notice, in writing or by electronic means approved by us for such purpose, each time you install the Software on more than one computer (subject to our prior written approval) or electronically distribute the Software to a workstation on that network, as applicable, in each case indicating the location and the date of such installation or distribution.

You may not (i) sell, assign, transfer, license, sublicense or publish the Software or Materials (including any permitted copies), (ii) disclose, display or otherwise make available the Software or Materials (including any permitted copies) to third parties, or (iii) copy, or allow anyone else to copy, the Software or Materials, without our prior written approval, except that you may make two copies of the Software for backup and/or archival purposes. In the event that we provide you with our prior written approval to make an additional copy of the Software, you will (i) pay us any fees assessed by us and (ii) provide us notice, in writing or by electronic means approved by us for such purpose, of the location and the date of such copy.

You will provide us with reasonable access to the Software and Materials at your site to provide assistance or to verify the status or location of the Software and Materials. In addition, we may audit your site and have access to the Software and Materials provided to you to confirm compliance with this Software License section. Furthermore, we may audit your site and have access to such Software and Materials if you fail to provide us with any notices or reports, or if we reasonably believe you are using unauthorized copies of the Software and/or Materials, using the Software and/or Materials in an unauthorized manner, and/or otherwise failing to comply with any of the terms and conditions of this Agreement.

You may not alter, repair, modify or adapt any Software or Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it.

You will inform our client support unit of all errors, difficulties or other problems with the Software of which you become aware. We may make reasonable efforts to fix or provide workarounds for any material errors reported to us and to provide you with support and consultation concerning the Software. Any such efforts, support and consultation will be determined by us, in our sole discretion. You will cooperate with us in the expeditious resolution of such errors, difficulties or other problems by providing us, on request, a listing of input, output and all other data which we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

Your license to the Software and Materials will terminate automatically if you breach a material term of this Software License section or the license, or if the Services for which you are using the Software are terminated. In addition, in the event of a breach of your confidentiality obligations with respect to the Software, we may seek any remedy provided by law or equity.



## Limited Warranty/Disclaimers

You acknowledge that the Software and Materials have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Software and Materials are satisfactory for your purposes.

You further understand and agree that we make no representation concerning the completeness, accuracy, timeliness, operation or performance of the Software and/or Materials or their compatibility with any hardware. You acknowledge and agree that the operation of the Software may not be uninterrupted or error-free and that the Software and Materials are provided on an "AS IS" basis.

We warrant that the Software will substantially conform to the documentation provided with the Software for a period of 30 days after delivery to you, provided that (i) the Software has been used by you in strict compliance with the terms and conditions of this Agreement and the Materials, (ii) the Software has not been modified in any way by you, and (iii) you promptly notify us and reproduce for us any defects, errors or bugs in the Software which result in the Software not substantially conforming to such documentation. In the event that such warranty is breached, we shall, at our option, (i) use reasonable efforts to correct or work around any such defects, errors or bugs or (ii) accept return of the Software and refund any license fees paid by you for the Software.

You agree that the foregoing is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Software and Materials.

**Except as specifically stated above and in the Infringement Indemnity subsection below and notwithstanding any other provision in this Agreement or otherwise, we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, the Materials, and all other property, services or rights covered by this Agreement.**

To the extent permitted by applicable law, and except as otherwise provided in this section, we will not be liable for damages of any kind arising out of the provision of, use of, or inability to use, the Software and/or Materials.

You agree that the United Nations Convention on Contracts for the International Sales of Goods will not apply to our provision to you or your use of any Software and/or Materials.

## Infringement Indemnity

Notwithstanding your indemnity of us in the "Protection From Third Parties" section of this Agreement and except as otherwise provided in this Agreement, we will defend at our own expense or settle any action brought against you to the extent it is based on a third party claim that your use of the Software and/or Materials provided by us to you pursuant to this Agreement infringe any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third party, and we will pay all costs and damages finally awarded in any such action.

Our obligations under this indemnity are subject to (i) prompt notice from you of any such claim or action, (ii) your not having made any admission of liability or agreed to any settlement or compromise, (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request, (iv) our having sole control of defending such claim or action, (v) your having used the current version of the Software and Materials, as provided to you by us, in compliance with the terms and conditions of this Agreement, (vi) your using the Software and Materials only in the manner for which the Software and Materials were designed, (vii) your not modifying the Software and Materials, and (viii) your not incorporating the Software and Materials with products not approved by us. You acknowledge and agree that our obligations under this indemnity are our only obligations to you with respect to any infringement claim in connection with your use of the Software and/or Materials.

## Export Controls

You understand and acknowledge that any obligations that we may have to provide Software, any Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained (all of which shall be collectively referred to as "Data") will be subject in all respects to all applicable laws and regulations as shall from time to time govern the export or diversion of certain products and technology to and from certain countries. You warrant and agree that you will comply in all respects with the export and reexport restrictions applicable to the Data shipped and/or provided to you and that you will comply with all applicable laws and regulations governing the export and diversion of the Data.

## CHANGES TO A SERVICE

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You may request us at any time to change the processing instructions for a Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

We may change, add or delete any of the terms, conditions and/or pricing applicable to a Service upon 30 days prior notice to you in writing or by electronic means. Your continued use of or failure to terminate the Service, after the effective date of the change, will indicate your agreement to the change.

## COMMUNICATIONS; NOTICES

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Any written notice or other written communication to be given under the terms of this Agreement will be addressed to the applicable address specified on the signature page, except as you or we specify otherwise in writing. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials.

You agree that we may electronically monitor and/or record any telephone communications with you in those countries which permit that practice. If our records about any such communication are different from yours, our records will govern.

If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance will result in a loss.

## CONFIDENTIALITY

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We acknowledge that information we obtain from you in connection with a Service we provide to you under the terms of this Agreement may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics.

You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

- Safeguard the Materials at all times.
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by you.
- Use the Materials only for the purposes for which we provide them.
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section of this Agreement.
- Translate, reverse engineer, disassemble or decompile any Software or security devices.

These confidentiality obligations continue after the Service you are using is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Agreement or to have access to any Materials without proper supervision and strict security controls. If the Service requires use of user identification codes or passwords, we will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User Documentation.

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with a Service, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree (i) that we may disclose to our offices, affiliates, officers, employees and agents with a need to know any information we obtain about you and (ii) that those offices, affiliates, officers, employees and agents may disclose such information as permitted under the immediately preceding paragraph.

You acknowledge and agree that data processing related to a Service and your associated accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary or appropriate to provide a Service.

It is possible that in providing a Service we will transmit information we receive from you in connection with the Service consisting of an individual's bank accounts or other financial data or identifying a living individual ("Personal Data"). We will only transmit Personal Data to our locations, to locations of our affiliates or to others in order to provide a Service. We may contract with others to provide data transmission or storage services to us. In that case, we will require that they treat Personal Data solely in accordance with our instructions. You agree to comply with any directions we may give you from time to time with respect to the Personal Data.

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use.

This section also does not limit our ability or that of our affiliates to access and use transaction data related to a Service provided to you in connection with the management of our or their business.

These obligations continue after the Service you are using is terminated.

## **LIMITATION OF LIABILITY**

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We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a Service.

In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature or any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

We will not be responsible for the acts or omissions of you or your officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier, and no such person or entity will be deemed our agent.

If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Service or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to a Service.

We will not be liable for and will be excused from any failure or delay in performing our obligations for a Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, breakdown of any supplier, or your act, omission, negligence or fault.

We also will not be liable for any failure to act on our part if we reasonably believed that our action would have violated any law, rule or regulation.

## **PROTECTION FROM THIRD PARTIES**

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You will indemnify us against and hold us harmless from and defend us against any and all liabilities, claims, costs, expenses and damages of any nature (including legal expenses) arising out of or relating to disputes or legal actions by parties other than you and us concerning a Service. The obligations contained in the preceding sentence will continue after the Service you are using is terminated. This section does not apply to any cost or damage attributable to our gross negligence or intentional misconduct.

## **RESOLUTION OF DISPUTES**

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Any dispute or controversy concerning your use of a Service will be decided by binding arbitration conducted in the United States of America (except as you and we expressly agree otherwise) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction.

Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we may exercise or obtain these remedies at any time, even while the arbitration or trial by a judge is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration or trial by a judge.

## **SEVERABILITY**

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If any provision of the Agreement or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of the Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

## **WAIVER**

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No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.

## **YOUR REPRESENTATIONS AND WARRANTIES**

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You represent and warrant to us on and as of each day on which we provide a Service to you that (i) the Agreement constitutes your duly authorized, legal, valid, binding and enforceable obligation; (ii) your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you or facilitate illegal transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.; (iii) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account; (iv) all approvals and authorizations required to permit the execution, delivery, performance and consummation by you of the Agreement and the transactions contemplated under the Agreement have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account; and (v) there is no lawsuit, tax claim or other dispute pending or threatened against you which, if lost, would impair your financial condition or ability to pay us under the terms of this Agreement.

## **AGREEMENT**

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The Agreement constitutes and represents the entire agreement between you and us regarding a Service we provide to you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the parties relating to a Service. The Agreement controls in the event of any conflict between it and any relevant User Documentation, any other document or written or oral statement.

The Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. The Agreement is not for the benefit of any other person, and no other person shall have any right under the Agreement against you or us. Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership relationship between you and us.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

**COMPANY**

**FIA CARD SERVICES, N.A., a Bank of America Company**

\_\_\_\_\_  
(COMPANY'S LEGAL NAME)

\_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Nevada Consortium / Public Sector Group**

Capitalized terms which are not defined in this Schedule of Fees and Charges have the meaning ascribed in the Treasury Services Terms and Conditions booklet (the "Agreement").

**Program Overview:** The Nevada Consortium / Nevada Public Sector Group is an association of Bank of America's Purchase Card, Travel Card and ePayables public sector clients. The purpose of the Nevada Consortium / Nevada Public Sector Group is to help state and local government agencies, public schools and municipalities to grow their card programs and earn additional rebate basis points on their individual annual Transaction Volume.

**Definitions:**

- (i) "Participant" means an affiliate of Client of which Client is a majority owner and which Client requests by submission of a Participant Account form to participate in the Corporate Card Services.

**I. General Product Fees and Charges**

To Bank of America, National Association, ("Bank of America") Card Agreement

<b>General Fees <i>T1LCSTNV</i></b>	
Annual Card Fee	Waived
Logo Fee: (Choose one color from the following six colors: 1) black; 2) white; 3) blue; 4) red; 5) green; 6) burgundy).	Fee Waived
Unique Custom Design Fee	As quoted
Executive Cards	Fee Waived (maximum of 10 Cards)
Travel Rewards (Travel and Corporate One Card only)	\$75.00 Annual Fee per card
Return Payment Fee	Fee waived
International Transaction Fee	Up to 1% of USD amount
Expedited Card Delivery Fee	<ul style="list-style-type: none"> <li>➤ U.S. Mail/Bulk Mail (Default)=No Fee</li> <li>➤ Overnight=No Fee</li> <li>➤ 2-day=No Fee</li> </ul>
Overlimit Fee	Waived
<b>Corporate Billed Fees and Finance Charges - <i>T1LCSTNV</i></b>	
Late Fee (assessed 3 days after cycle date when account is past due 1 – 30 days) (Assessed as a % of the past due amount for the current month's charges and any unpaid balances when the account is past due 1-30 days)	Fee Waived
Periodic Finance Charge Fee (Accrue on all balances that remain unpaid for 30 or more days from initial billing)	Fee Waived
Cash Advance Fee	Fee Waived
<b>Individual Billed Fees and Finance Charges - - <i>T1LCSTNV</i></b>	
Late Fee (assessed 3 days after due date when account is past due 1 – 30 days) (Assessed when the account is past due 1-30 days)	Fee Waived
Periodic Finance Charge Fee (Accrue on all balances that remain unpaid for 30 or more days from initial billing)	Prime Rate Fee Waived
Cash Advance Fee	Fee Waived (cash advances not available on ePayables)

**ePayables Fees and Finance Charges - - T1LCSTNV**

<b>Late Fee</b> (assessed 3 days after cycle date when account is past due 1 – 30 days) (Assessed as a % of the past due amount for the current month's charges and any unpaid balances when the account is past due 1-30 days)	<i>Fee Waived</i>
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<b>Periodic Finance Charge Fee</b> (Accrue on all balances that remain unpaid for 30 or more days from initial billing)	<i>Fee Waived</i>
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\*A transaction is subject to the finance charge from the date the transaction posts to the Account. To calculate the finance charges for a billing cycle, the daily periodic rate is multiplied by the average daily balance, and that product is multiplied by the number of days in the billing cycle. The average daily balance is the sum of the daily past due balances (including, for each day, finance charges from previous day) less payments credited to the past due balance, divided by the number of days in the billing cycle. The daily periodic rate is the annual percentage rate divided by 365. The annual percentage rate is the prime rate published in the Money Rates section of The Wall Street Journal in effect on the first day of each calendar month (the "Prime Rate") plus any percentage points specified herein. Changes to the annual percentage rate will apply immediately to each billing cycle ending on or after the date of the change in the Prime Rate.

If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction.

The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate. We may add a 1% fee to the U.S. dollar amount of any Transaction that is made in foreign currency or that is made outside the United States even if you pay in U.S. dollars (the "International Transaction Fee").

**II. Electronic Products Schedule of fees and Charges**

<b>Reporting and Data Works</b>	Fee Waived
<b>Global Reporting and Account Manager (GRAM)</b>	Fee Waived
<b>Payment Center</b>	Fee Waived
<b>Data File Feeds To Customers / Third Parties:</b>	
<ul style="list-style-type: none"> <li>• Statement Billing File</li> <li>• EDI 811</li> <li>• Travel Agency File</li> <li>• Visa Commercial Format (VCF)</li> <li>• MC Commercial Data Format (CDF)</li> </ul>	Fee Waived
<b>1099 &amp; Socioeconomic Reporting</b>	Fee Waived
<b>Custom Requests</b>	
<b>Custom Development and/or Maintenance</b>	\$150.00 per hour

**END OF SCHEDULES I AND II**



### III. U.S. Schedule of Rebates (Cycle Grace Days)

#### REBATE DEFINITIONS

Capitalized terms, which are not defined in this Section III have the meanings ascribed in the applicable Card Agreement.

“Calculation Period” means, initially, the twelve (12) month period commencing on the first day of the September, 2014, and thereafter, each subsequent twelve (12) month period.

“Credit Losses” means any balances which remain unpaid by Company, Participant or a Cardholder six (6) billing periods after the closing date on the Billing Statement in which the Transactions, fees and charges appeared for the reporting period.

“Cycle Days” means the number of days from the start of the billing period to the Billing Statement date.

“Grace Days” means the number of days after the Billing Statement closing date within which payment is due.

“Large Ticket Interchange Transactions” means certain transactions which, based upon the type of merchant and/or transaction dollar amount, are subject to a Visa or MasterCard large ticket interchange program, as determined by and amended by Visa and MasterCard from time to time.

“Rebate Multiplier” means the multiplier corresponding to the Standard Transaction Volume and Cycle and Grace Days as set forth in the Standard Transactions Rebate Multiplier Table, and the multiplier corresponding to the Large Ticket Interchange Transaction Volume and Cycle and Grace Days set forth in the Large Ticket Interchange Transactions Rebate Multiplier Table below.

“Standard Transactions” means the Transaction Volume not meeting the criteria for Large Ticket Interchange Transactions.

“Total Credit Losses” means, for any Calculation Period, the sum of (i) Bank of America’s Credit Losses on the Card Accounts for the Calculation Period and (ii) Bank of America’s Credit Losses on the Card Accounts for any previous Calculation Period which have not been applied against any rebate payable under the Agreement.

“Transaction Volume” means, for any Calculation Period, the total dollar amount of purchase Transactions made with the Cards during the Calculation Period, less the total dollar amount of: returned purchases, credit adjustments, Transactions resulting from Unauthorized Use, and disputed charges. Cash advances and Convenience Checks are not included in Transaction Volume.

#### REBATE CONDITIONS

During the Calculation Period, the program must meet all of the following conditions in order to qualify for a rebate:

- i. Company and Participant pay Bank of America the total amount of the new balance shown as due on each Billing Statement on or before the Payment Due Date; and
- ii. Neither Company nor Participant has breached any obligation, covenant, representation or warranty contained in this Agreement; and
- iii. Calculation Period Transaction Volume meets the minimum volume requirement as set out in the Standard Transactions Rebate Multiplier Table;
- iv. The Agreement has not been terminated by either party prior to the completion of a rebate Calculation Period.

#### REBATE CALCULATION AND PAYMENT

In the event that all of the above Rebate Conditions are met with respect to the Calculation Period, Bank of America will pay a rebate to Company, which shall be calculated at the end of the Calculation Period in accordance with the Standard Transactions Rebate Multiplier Table and the Large Ticket Interchange Rebate Multiplier Table, and using the following equation:

$$\text{((Transaction Volume for Standard Transactions x Rebate Multiplier) + (Transaction Volume for Large Ticket Interchange Transaction volume x Large Ticket Interchange Rebate Multiplier)) – Total Credit Losses}$$

The Standard Transactions rebate multiplier will be determined based on the Calculation Period cumulative total of all Standard Transactions volume, including Standard Transactions volume from travel rewards participants, however, Standard Transactions volume that is applied to travel rewards points will not be included in the rebate payout calculation. This paragraph is applicable for products with Travel Rewards only.

Payment of any rebate will be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the Calculation Period. No rebate will be paid to any Participant.

Should one or more of the above Rebate Conditions not be met, Bank of America will be under no obligation to pay any rebate, although Bank of America may, in its sole discretion, determine to pay a rebate in an amount determined by Bank of America. Bank of America's payment of a rebate in such circumstance will in no way obligate Bank of America to pay a rebate with respect to any subsequent Calculation Period.

**STANDARD TRANSACTIONS REBATE MULTIPLIER TABLE\***

Carson City – Nevada Consortium / Nevada Public Sector Group		Cycle days	7	14	14	30	30	30	30	30
			REBATE BASIS POINTS							
Annual USD Card Volume Tiers		Grace days	3	3	7	3	7	14	20	25
Excludes Large Ticket			REBATE BASIS POINTS							
\$500,000	\$9,999,999		127	125	123	120	118	114	110	107
\$10,000,000	\$14,999,999		130	128	126	123	121	117	113	110
\$15,000,000	\$19,999,999		140	138	136	133	131	127	123	120
\$20,000,000	\$24,999,999		143	141	139	136	134	130	126	123
\$25,000,000	\$29,999,999		146	144	142	139	137	133	129	126
\$30,000,000	\$34,999,999		149	147	145	142	140	136	132	129
\$35,000,000	\$39,999,999		152	150	148	145	143	139	135	132
\$40,000,000	\$44,999,999		155	153	151	148	146	142	138	135
\$45,000,000	\$49,999,999		158	156	154	151	149	145	141	138
\$50,000,000	\$64,999,999		160	158	156	153	151	147	143	140
\$65,000,000	\$79,999,999		162	160	158	155	153	149	145	142
\$80,000,000	\$94,999,999		164	162	160	157	155	151	147	144
\$95,000,000	\$109,999,999		166	164	162	159	157	153	149	146
\$110,000,000	\$124,999,999		168	166	164	161	159	155	151	148
\$125,000,000	\$139,999,999		170	168	166	163	161	157	153	150
\$140,000,000	\$154,999,999		172	170	168	165	163	159	155	152
\$155,000,000	\$174,999,999		174	172	170	167	165	161	157	154
\$175,000,000	\$199,999,999		176	174	172	169	167	163	159	156
\$200,000,000	\$224,999,999		177	175	173	170	168	164	160	157
\$225,000,000	\$249,999,999		178	176	174	171	169	165	161	158
\$250,000,000	\$274,999,999		179	177	175	172	170	166	162	159
\$275,000,000	\$299,999,999		180	178	176	173	171	167	163	160
\$300,000,000			181	179	177	174	172	168	164	161

**LARGE TICKET INTERCHANGE TRANSACTIONS REBATE MULTIPLIER TABLE**

Large Ticket Interchange Qualified Transactions Annual Volume		Cycle Days	7	14	14	30	30	30	30	30
			REBATE BASIS POINTS							
		Grace Days	3	3	7	3	7	14	20	25
\$0	+		80	78	76	73	71	67	63	60

\* Rebates for Transaction Volume from individual liability cardholders will be five basis points (0.05%) less than the Standard Transactions Rebate Multiplier for the applicable volume tier during the Calculation Period.

**Transaction Volume Growth Incentive**

If the Year 1 Transaction Volume is greater than Five Million Dollars (\$5million), and all rebate conditions have been met, then Company will be paid a one-time incentive of Fifteen Basis Points (0.15%) on all year 1 Standard Transaction Volume that exceeds Five Million Dollars (\$5million).

Year 2 through year 5 growth incentive opportunities are fifteen basis points (0.15%) on the incremental Standard Transaction Volume growth above the previous highest year, provided that the Year 1 volume requirement has been achieved, and all rebate conditions have been met.

Payment of any incentive will be made by ACH credit or other means determined by Bank of America, within ninety (90) days following the end of the applicable Calculation Period. No incentive will be paid to any Participant.

Nothing in this Schedule of Fees and Charges is intended to state a term for the Agreement. For the avoidance of doubt, any period of time set forth in the Schedule of Fees and Charges applies solely to pricing terms, but only to the extent the Agreement has not been terminated as set forth in the Agreement.

Notwithstanding anything to the contrary in the Agreement or this Schedule of Fees and Charges, all fees and charges are subject to change upon 30 days prior written notice to you if an event external to Bank of America increases the cost or decreases the revenue to Bank of America (e.g., decreases to interchange revenue paid to Bank of America by a card association, increases to funding costs due to interest rate changes or deterioration in your financial condition) in connection with providing this card program to you.

**The pricing portion of this proposal is valid for 90 days**

**END OF US SCHEDULE III**

**IV. Administrative Bonus**

Bank will pay the City of Carson City an administrative bonus of Five Thousand Dollars (\$5,000) per year, provided Carson City is the anchor for the Nevada Public Sector Consortium. The administrative bonus will be paid concurrent with the annual rebate payment.