



CONTRACT  
COPY

**VISA Commercial Card Agreement  
Enterprise Spend Platform Addendum**

**Recitals**

- A. The City entered into the Visa commercial card agreement with the Bank (the "Card Agreement") pursuant to which the Bank established a Visa commercial card account for the City (the "City Account").
- B. The City desires to use the Bank's Enterprise Spend Platform, as defined below.
- C. The Bank agrees to provide Enterprise Spend Platform to the City (the "Licensee") subject to the terms and conditions contained herein.

**Terms and Conditions**

**1. Request for ESP; Non-Exclusive License; Confidentiality**

- (A) By signing this Addendum, the Licensee requests that the Bank provide the Licensee with Enterprise Spend Platform ("ESP") which allows the Licensee to access ESP through the use of an Internet browser and to manage the Licensee's Card purchasing processes, administration and any present or future tangential services as may be offered to the Licensee by the Bank from time to time. Details regarding ESP's functionality and certain formatting and other technical requirements that are relevant are provided in the ESP reference materials ("Materials"), as updated by the Bank from time to time, or as may be separately disclosed by the Bank to the Licensee from time to time. The Licensee's use of ESP is subject to the terms and conditions set forth in the Card Agreement, this Addendum and any other documents described in the Card Agreement or this Addendum. By signing this Addendum, the Licensee acknowledges receipt of a copy of, and agrees to be bound by, all of those terms and conditions. To the extent of a conflict between the terms of the Card Agreement and this Addendum, the terms of this Addendum will control. All defined terms shall have the meaning as set forth in the Card Agreement unless otherwise defined in this Addendum.
- (B) The Licensee's rights granted under this Addendum are limited to a nonexclusive, revocable license for use solely in connection with ESP for the Licensee's internal business purposes (not for any third party's benefit) during the term of the Card Agreement. The Licensee may not transfer or assign any of its rights with respect to the license, and the license will be automatically revoked if this Addendum and/or the Card Agreement is terminated. The Licensee may not (i) sublicense, sell, lease, distribute or (except with respect to its employees or agents) provide access to ESP to any third party, (ii) use ESP in a service bureau, time-sharing, outsourcing or similar arrangement, (iii) use ESP in any manner that is not expressly permitted by this Addendum, (iv) modify, decompile, reverse engineer, disassemble or create derivative works from ESP or (v) take any actions or engage in any conduct that violates the Bank's rights (or those of its third party providers) with respect to ESP. All rights not expressly granted hereunder are expressly reserved by the Bank.
- (C) Section 1 (n) of the Card Agreement is hereby supplemented to provide that "Confidential Information" as defined in the Card Agreement will include all Trade Secrets and Confidential Business Information of the Bank and any third party information that the Bank is obligated to hold in confidence, including, but not limited to, Trade Secrets and Confidential Business Information of any such third party. As used herein, "Trade Secrets" mean trade secrets as defined under Florida law, as amended from time to time, and will include without limitation and without regard to form, technical or non-technical data, a formula, a pattern, a compilation, a program, a software program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, non-public forecasts, studies, projections, analyses, all customer data of any kind, or a list of actual or potential customers or suppliers, business and contractual relationships, or any information similar to the foregoing which: (a) derives economic value, either actual or potential, from not being generally known and not being readily ascertainable by proper means to other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. As used herein, "Confidential Business Information" means any valuable, secret business information that is a Trade Secret, that is either designated or identified as confidential at the time of the disclosure. In accordance with the foregoing, to the extent it is a Trade Secret, all software that the Bank provides to City, whether owned by the Bank or any third party provider, will be considered "Confidential Information" pursuant to the Card Agreement and this Addendum.
- (D) Subject to Section 1. (C) above, the parties agree that any data or information other than Personally Identifiable Information related to Card usage through ESP belong equally to each party, and nothing in this Addendum shall prohibit either party from disclosing or using such data or information in its aggregate form.

**2. Security Procedures.**

- (A) Upon the Licensee's written request, the Bank will provide passwords to those individuals designated by the Licensee as users of ESP on the Licensee's behalf ("End Users"). The Licensee and the End Users are solely responsible for all its use of ESP and for maintaining the confidentiality of its passwords, account numbers and other information to the extent they are confidential pursuant to Florida law. The Licensee and End User will promptly notify the Bank in the event a password or account number has been compromised. The Licensee shall not be liable for any Unauthorized Use transactions that occur as a result of a compromised password unless the Unauthorized Use occurs as a result of the Licensee's lack of reasonable security precautions and controls regarding the compromised password or the Unauthorized Use results in a benefit to the Licensee. The Licensee agrees that these security procedures are commercially reasonable.
- (B) The Licensee will not, and will not permit any employee, agent or other third party to take any action that would interfere with effective operation of ESP or violate any applicable law or regulation in connection with this Addendum or the Card Agreement.

### 3. Implementation.

Licensee shall be implemented on ESP using the Licensee Requirements provided by the Licensee to the Bank. "Licensee Requirements" include the Licensee's specific approval processes, including, but not limited to, purchasing rules, spending limits, approval routing requirements, and other specifications regarding the Licensee's account. Licensee is responsible for confirming the accuracy of the Licensee Requirements implemented on ESP. Within ten (10) days after the close of the first billing cycle during which transactions are posted through ESP, Licensee shall review the Licensee Requirements and deliver written notice to the Bank either: (a) confirming that the Licensee Requirements are accurately implemented on ESP or (b) specifically describing the Licensee Requirements that are not accurately implemented on ESP. Failure to deliver timely notice shall be deemed confirmation that the Licensee Requirements are accurately implemented and accepted by the Licensee.

### 4. Limited Warranty; Disclaimers; Limitation of Liability; Indemnification.

- (A) The Bank warrants that, in all material respects, ESP will comply with the functionality and other requirements as described in the Materials, as amended from time to time; provided, however, the Bank shall have no responsibility for any defects that result from the Licensee's own conduct. In the event of any breach of such warranty, Licensee's sole and exclusive remedy shall be for the Bank to bring ESP into compliance with the Materials within a reasonable period of time. If the Bank is not able to bring ESP into compliance within a reasonable period of time, the Licensee has the right to terminate this Addendum as provided herein.
- (B) To the maximum extent permitted by law, the Bank disclaims all representations and warranties of any kind, whether express or implied, with respect to ESP, any equipment or software that the Licensee uses in connection with ESP services and any Materials, including the implied warranties of merchantability, and fitness for a particular purpose.
- (C) The Bank makes no guarantees and has no responsibility with respect to (i) the operation of ESP, being uninterrupted, error free or free from program limitations, (ii) ESP or the servers that make it available being free of viruses, disabling devices or other harmful components, (iii) any information or reports that are transmitted over the Internet remaining confidential or being accurate, or (iv) any person gaining unauthorized access to ESP unless the Bank failed to meet its standard of care under this Addendum in giving that person an authorization code.
- (D) The Bank is not liable for any claim made or losses or damages suffered by the Licensee arising directly or indirectly from the Licensee's use of ESP, except for losses or damages which the Licensee suffers as a direct result of the Bank's negligence or willful misconduct related to providing ESP, and only if the Licensee has exercised good faith and ordinary care in performing its obligations under this Addendum and the Card Agreement. In the event the Bank has any liability to the Licensee, then the Licensee agrees to the maximum extent permitted by law that the Bank's liability to the City will be limited to any of the City's direct monetary losses or damages, up to the amount of the charges on a Card Account to be paid to which the error, omission or other discrepancy relates. Neither party shall be liable for any indirect, consequential, special, punitive, exemplary or other indirect losses or damages, (including but not limited to, damages for lost profits, business interruption or delay, loss of data or cost or procurement of substitute goods or services), regardless of the form of the claim or action or whether the such claim is in contract, tort or otherwise, and even if the other party knew such losses or damages were possible or likely, provided, however, any amounts that the Bank is required to pay its vendor or other third parties as a result of the Licensee's misuse of ESP (including, but not limited to, use not in accordance with the terms of the license grant in this Addendum) will be considered direct damages, regardless of the nature or characterization of the claim giving rise to such payments. The Licensee agrees that the Bank will not have any liability with respect to any error, delay or failure to perform that is caused by (i) fire, natural disaster, strike, civil unrest, terrorism, failure of computer or communications facilities, (ii) the acts or omissions of any third party or (iii) any circumstance beyond the Bank's reasonable control or for which the Bank does not have responsibility under the Card Agreement. If the Bank reimburses the Licensee for any losses or damages, the Licensee agrees to transfer all of its respective rights relating to the transactions in question to the Bank and to assist the Bank in any efforts or legal actions that the Bank may take to recover those amounts from any third party.

- 5. **System Changes.** The Bank reserves the right, in its sole discretion, to modify ESP from time to time by enhancing, adding to, and/or removing functionality.
- 6. **Proprietary Rights.** The Bank and/or its vendor retains all ownership and other rights in ESP (and any enhancements, modifications or derivative works, thereto), the Materials and in any related Trade Secrets, copyrights and other intellectual property rights. In addition, the Licensee acknowledges that to the extent they are Trade Secrets, ESP and the Materials are non-disclosable confidential information that belongs to the Bank and/or to its vendor. To the extent they are Trade Secrets, the Licensee will not disclose or otherwise make ESP or the Materials available to any person other than its employees and/or agents that need to use ESP on behalf of Licensee and the Licensee will instruct those employees and agents to keep ESP and the Materials confidential by using the same care and discretion that the Licensee uses with respect to its own confidential property and trade secrets. This Addendum does not provide any proprietary or intellectual property rights to the Licensee.
- 7. **Termination.** This Addendum shall begin on the date stated below and shall continue until either party gives at least thirty (30) days prior written notice of termination; provided, however, this Addendum shall automatically terminate upon termination of the Card Agreement. The Bank may suspend or terminate the provision of ESP at any time without notice in the event the Bank reasonably believes that the Licensee has materially breached this Addendum or the Card Agreement.
- 8. **Facsimile and Email Delivery.** A digital, electronic or photo static image of this signed Addendum maintained in the Bank's record retention system shall be as effective and enforceable as an original manually signed Addendum.

**Signature.** This Addendum has been signed and delivered on the Licensee's behalf by the individual whose name is printed below. This individual represents and warrants to the Bank that he or she is an authorized representative and that the Licensee has taken all required action to authorize him or her to sign and deliver this Addendum.

City of Fort Lauderdale

Licensee Name



Authorized Signature

John P. "Jack" Seiler

Name (Printed or Typed)

Mayor

Title

9548285314

Telephone Number

12/27/2010

Date

IF LICENSEE IS AN AFFILIATE, STATE THE CITY NAME (required): \_\_\_\_\_



## Visa® Commercial Card Agreement City Governments

This Visa Commercial Card Agreement ("Agreement") between SunTrust Bank, a Georgia banking corporation authorized to transact business in the State of Florida ("Bank"), whose address is 303 Peachtree Street N.E., Atlanta, GA 30308, and City of Fort Lauderdale, a Florida municipality ("City", or in Schedule D, "Company") located at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301.

### Recitals

- A. The City has applied to the Bank for Visa® commercial card account services ("Program") to be established in the name of the City.
- B. The Bank agrees to provide the Program to the City under the terms and conditions stated below and the Schedules, Exhibits and Addendums attached to this Agreement, which are incorporated herein by this reference.

### Terms and Conditions

#### 1. Definitions.

- (a) "**Activation Date**" means the date the first Card is used by the City for a purchase transaction.
- (b) "**Affiliate**" means any corporation or other entity which controls, is controlled by, or is under common control with, the City. For purposes of this definition, "control" means direct or indirect ownership of more than 50% of the voting interest or economic interest in a corporation or more than 50% of the equity interests in the case of any other entity, or such other relationship whereby a party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.
- (c) "**Authorized User**" means any person other than a Cardholder, whom the City or any Cardholder authorizes to use the Card.
- (d) "**Card**" or "**Cards**" means any physical card and/or Card Account issued by the Bank to the City for its Cardholders.
- (e) "**Card Account**" means the account number established for each Card under the City Account for posting Card transactions and other account activities.
- (f) "**Card Credit Limit**" means the credit limit of each Card Account in effect from time to time.
- (g) "**Cardholder**" or "**Cardholders**" mean the individual in whose name a Card is issued or who is designated by the City as being expressly authorized to use a Card. The City acknowledges that this definition of a Cardholder is for the purpose of this Agreement only and may not apply with respect to other commercial card services or features including the Visa Corporate Liability Waiver or Travel Insurance programs.
- (h) "**Cardholder Agreement**" means the agreement between the Bank and a Cardholder governing the use of a Card attached to this Agreement as Schedule D, as may be amended by the Bank from time to time.
- (i) "**Cash Advances**" means cash obtained from any financial institution, merchant, or automated teller machine ("ATM") or money orders, travelers checks or similar cash-like transactions.
- (j) "**Charges**" means all purchases and Cash Advances charged to the City Account or Card Account except those resulting from Unauthorized Use where the City, Cardholder and/or Authorized User obtains no benefit.
- (k) "**City**" means the City described above and, if applicable, any of its Affiliates designated in writing by the City. Under Schedule D, attached hereto, City shall be referred to as "Company". The City shall have the right to (i) delete one or more of its Affiliates upon written notice to the Bank; and (ii) add designated Affiliates upon the prior approval of the Bank.
- (l) "**City Account**" means the account to be established by the Bank in the name of the City. The City Account includes one or more Card Accounts each with a specified account number.
- (m) "**City Credit Line**" means the credit limit established for the City.

(n) "**Confidential Information**" means all non-public information regarding the parties and Personally Identifiable Information that is contained in a record that is in its entirety or in part confidential or exempt from disclosure pursuant to Florida law or that is not contained in a record but is confidential pursuant to Florida law. Confidential Information does not include information that (i) is or becomes generally known to the public not as a result of a disclosure by either party, (ii) is rightfully in the possession of the receiving party prior to disclosure by the disclosing party without the obligation of confidentiality, (iii) is received by the receiving party in good faith and without restriction from a third party, not under a confidentiality obligation to the disclosing party and having the right to make such disclosure, (iv) is independently developed by the receiving party without use of or access to the disclosing party's Confidential Information, or (v) is disclosed with the prior written approval of the disclosing party.

(o) "**Fees**" mean the fees described on the attached Schedule B.

(p) "**Personally Identifiable Information**" means the City's information obtained by the Bank by virtue of the Bank's provision of the services requested by the City under this Agreement including Cardholder names, addresses, telephone numbers, email addresses, Card information, Card numbers, Credit Limits, account information and other personally identifying information.

(q) "**Program Administrator**" means the person(s) the City designates on Schedule A, in connection with the day-to-day operation and administration of the Program as described in Section 4(b).

(r) "**Unauthorized Use**" means the use of a Card by a person other than a Cardholder or Authorized User who does not have actual, implied, or apparent authority for such use, and from which the City, Cardholder and/or an Authorized User received no benefit.

## 2. Services.

(a) The Bank will establish a City Account for the City under the Program with the initial City Credit Line and otherwise in the manner described in this Agreement, the Schedules, Exhibits and Addendums. The Bank shall have sole discretion over the management, operation, content and features of the Program and, subject to the terms of this Agreement, may from time to time modify any aspect of the Program.

(b) The Bank will lend money to the City (and Cardholders) up to the City Credit Line and Card Credit Limits by way of Charges to the Card Accounts in accordance with this Agreement. The Charges and Fees owed by City may not exceed the City Credit Line at any time. The Bank reserves the right, in its sole discretion, to modify the City Credit Line and the Card Credit Limits at any time.

## 3. Charges and Fees.

(a) The City and its Cardholders may use the Cards to (i) charge the purchase of goods or services; and (ii) in the event the City chooses to implement Cash Advances, receive Cash Advances. Any such use of a Card, whether or not the Card was presented (such as Internet, mail or telephone order purchases) or the Cardholder's signature was obtained, or by use of a PIN, results in a Charge to the Card Account. For each Cash Advance, the Bank adds an additional Fee to the Cash Advance balance as described in Schedule B. The amount of the Cash Advance also may include a surcharge imposed by the merchant.

(b) The Bank and Visa convert any Charge made in a foreign currency into U.S. dollars using the conversion rate in effect on the day the transaction is posted to the City Account or any Card Account (currently either a wholesale market rate or a government-mandated rate) and adds a Visa conversion charge and the Bank's current conversion charge, not to exceed 2% of the Charge amount (the "Foreign Exchange Fee"). The currency conversion rate and Foreign Exchange Fee may not be the same as existed on the day the Cardholder made the transaction. The Bank and Visa will use this procedure if a credit is subsequently given for the transaction. The currency conversion rate on the date of the original transaction may differ from the rate in effect on the date the credit was issued. The Bank will deduct the Foreign Exchange Fee from this credit amount. As a result, the amount of the credit may be different from the amount that was originally charged for the transaction. The amount of the transaction after conversion (including Foreign Exchange Fee) is shown on the statement as either a purchase or cash advance.

(c) Late Payment Fees. If the amount due in the periodic statement is not paid in full on or before the stated payment due date, the unpaid portion of the outstanding balance will be shown in subsequent periodic statements as a "past due amount". If the past due amount is greater than twenty-five dollars (\$25.00), a fixed dollar amount or percentage of the past due amount as described in the attached Schedule B ("Late Payment Fee") may be assessed to the City Account or Card Account in the periodic statement. If the past due amount is not paid, the Late Payment Fee may be assessed in each subsequent periodic statement until full payment is made.

#### 4. City Responsibilities.

(a) By signing this Agreement, the City is bound by all of the terms and conditions and any subsequent amendments. The City agrees (and agrees to notify its Cardholders) that the Card may be used for business purposes only and shall not be used for personal, family or household purposes, or for any transaction illegal under state or federal law (such as casino gambling on the Internet). The City shall be solely responsible for establishing and monitoring internal procedures or guidelines for its Cardholders' use of the Cards. The Bank shall have no obligation to inquire or verify whether any use of a Card or any Charge to the Card Account complies with such procedures or guidelines.

(b) The City authorizes the Program Administrator(s) (designated on Schedule A) to complete, on behalf of the City, documentation in connection with the day-to-day operation and administration of the Program (each a "Request"). The Bank may deal with any person who identifies himself/herself as a Program Administrator in all matters relating to the operation and administration of the Program and is entitled to rely on any Request or notice signed by any Program Administrator and on any instructions, authorization or information received from such person. The Bank is not responsible for any Program Administrator that exceeds the limits of their authority. The City may change the person(s) designated as a Program Administrator by written notice to the Bank and any such change shall be effective upon receipt by the Bank of such notice, after the Bank has a reasonable opportunity to act.

(c) The City recognizes that unencrypted email is inherently insecure and that all data communications and transfers occur openly and can be monitored, intercepted, rerouted, copied and read by others. If the City chooses to communicate with the Bank using unencrypted email, the City assumes the entire risk for its unencrypted electronic communications.

(d) The City shall provide to the Bank the identification information regarding each Cardholder as described on Schedule A and update this information as requested by the Bank from time to time during the term of this Agreement. The City is responsible for notifying each Cardholder that such identification information is being provided to the Bank for the purpose of establishing a Card Account.

5. **Card Issuance to Cardholders.** The City shall send a Request for Cards to be issued to Cardholders with the name and Card Credit Limit (subject to the Bank's approval) for each designated Cardholder. Upon receipt of a Request, the Bank will issue and send to each Cardholder a Card together with a copy of the Bank's then current Cardholder Agreement. The Bank may issue renewal, replacement or temporary replacement cards for any Card from time to time.

#### 6. City and Cardholder Liability/ Payment Procedure.

(a) Except as otherwise provided in Section 7 herein, the City shall be liable for all Charges and Fees even if the aggregate of all outstanding Charges and Fees exceeds the City Credit Line or the Cardholder exceed his or her authority. The Bank will send the City and each Cardholder periodic statements in a manner agreed upon by the parties detailing the Charges and Fees which are due upon receipt and must be paid in full by the City on or before the payment due date stated in the periodic statement.

(b) All payments shall be made in U.S. dollars which are drawn on a U.S. financial institution. Payments shall be made by mail at the address shown on the periodic statements or by other electronic means agreed upon by the parties. Payments shall be deemed paid upon receipt and shall be credited as of the date of such receipt. If the Bank receives a payment in an amount less than the outstanding balance shown on the periodic statement, the Bank may apply such partial payments to the balance as the Bank elects.

7. **Liability for Unauthorized Use.** The City agrees, reasonably promptly after the City receives knowledge of any lost or stolen Card, Unauthorized Use of a Card, and/or termination of the employment of any Cardholder, to notify the Bank (call toll free at 1-800-836-8562). The City is liable for all extensions of credit obtained through the use of the City Account by (i) a Cardholder and (ii) any Authorized User whether or not (aa) the Bank is notified about such Authorized User's use and/or (bb) the Authorized User exceeds the limit the City or Cardholder authorized or intended. The City shall not be liable for any Unauthorized Use of any Card unless the Unauthorized Use occurs as a result of the City's lack of reasonable security precautions and controls regarding the Cards or the Unauthorized Use results in a benefit to the City. Written notification can be sent to SunTrust Bank at, P.O. Box 598202, Orlando, Florida 32859-8202.

8. **Visa Corporate Waiver Protection Program.** The City may be eligible for reimbursement under the Visa Corporate Waiver Protection Program attached as Schedule E ("Visa Waiver Program"). The type and amount of Charges which qualify for reimbursement shall be determined by Visa and Visa may change the terms of the Visa Waiver Program at any time.

## 9. Termination.

(a) Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be for five (5) years from the date of execution by both parties. After the initial term, this Agreement shall automatically renew for three (3) consecutive one (1) year periods under the terms and conditions contained herein (as may be amended from time to time); provided, however, either party may terminate this Agreement during the initial term or any renewal term at any time upon at least sixty (60) days prior written notice to the other party.

(b) Either party may terminate this Agreement effective immediately if the other party:

- (i) fails to make any payment required under this Agreement when due and such failure continues for thirty (30) days thereafter,
- (ii) fails to pay any other obligation to the other party or its Affiliates when due and such failure continues for thirty (30) days thereafter,
- (iii) fails to perform any material term or condition of this Agreement and such failure is not cured within thirty (30) days following receipt of written notice thereof,
- (iv) breaches any representation or warranty under this Agreement and such breach is not cured within thirty (30) days following receipt of written notice thereof,
- (v) experiences an insolvency or the filing of bankruptcy proceedings against it,
- (vi) experiences a liquidation or dissolution,
- (vii) with respect to the City, supplies any credit information that is false,
- (viii) with respect to the City, is sold, merged, dissolved, or otherwise ceases to do business,
- (ix) with respect to the City, garnishment or attachment proceedings are initiated against it or its property, or
- (x) as otherwise provided in this Agreement.

(c) Upon termination of this Agreement:

- (i) all outstanding Cards shall be cancelled and all rights or benefits of the City or any Cardholder with respect to the Cards shall be revoked or withdrawn; and
- (ii) the City shall immediately be liable for the aggregate of all Charges and Fees whether or not then posted to the City Account or any Card Account, including without limitation Charges not yet incurred, accrued Fees and interest accrued or to accrue, and all such sums shall immediately be due and payable by the City; and
- (iii) the non-prevailing party following litigation in a court of competent jurisdiction and any appeals shall pay any and all reasonable costs, expenses, and attorneys' fees (including allocated costs for in-house counsel expenses) of the prevailing party for the collection of sums due and owing under this Agreement.

## 10. Cards and Cancellation of Cards.

(a) All Cards remain at all times the property of the Bank, cannot be transferred and shall be destroyed or surrendered to the Bank upon demand. Notwithstanding any other provision in this Agreement, the Bank may cancel or suspend the right to use any Card for any lawful reason without notice.

(b) In the event a Cardholder's or Authorized User's employment or other relationship with the City is terminated, the City shall reasonably promptly notify the Bank and Request cancellation of such Cardholder's or Authorized User's Card. Until the City's cancellation notice is received by the Bank and the Bank has the reasonable opportunity to act, the City shall be liable for all Charges (including non-Business Charges) and Fees to the Card Account made after such Cardholder's or Authorized User's termination.

(c) The City may direct the Bank to cancel any Card at any time for any reason by providing a written Request to the Bank. The City shall be liable for all Charges and Fees to the Card Account made prior to the time the Bank receives the Request and has a reasonable opportunity to act.

**11. Issuance of PINs/Liability.**

At the time of execution of this Agreement, the City does not request that Bank issue any Cardholder a personal identification number ("PIN"). However:

(a) At the City's Request, the Bank may issue a Cardholder a personal identification number ("PIN") enabling the Cardholder to use the Card at accessible ATMs to obtain Cash Advances. The City shall instruct each Cardholder not to disclose the Cardholder's PIN to any other person. Transaction records issued by an ATM are solely for the City's convenience and in the event of any dispute as to the accuracy of such records, the Bank's internal records shall be conclusive.

**12. Representations and Warranties.** The City represents and warrants that;

- (a) it has the requisite power and authority to execute, deliver and perform its obligations under this Agreement,
- (b) it is duly authorized or qualified to do business, and
- (c) its execution of this Agreement will not violate any other agreement between such party and any third party.

The City's failure to fulfill the above representations and warranties shall be deemed a material default and the Bank shall, in such case, upon notice to the City, have the right to immediately terminate this Agreement and all sums owed hereunder shall be immediately due and payable.

**13. Limitation of Liability/Indemnification.**

(a) The Bank is not liable for any claim made or loss or damages suffered by the City arising directly or indirectly from the City's use of the Program except for damages which the City suffers as a result of the Bank's negligence or willful misconduct related to the terms of this Agreement. The City agrees to the maximum extent provided by law that the Bank will never be liable for any special, punitive, exemplary, indirect or consequential damages, including but not limited to, lost profits and lost revenues, without regard to the form of the City's claim or action or whether the City's claim is in contract, tort or otherwise, and even if the Bank knew such losses or damages were possible or likely.

(b) The Bank always attempts to ensure that its Program will be operational, and to respect any available Card Credit Limit or any other available limit requested by the City. However, the Bank cannot warrant that the Program will be uninterrupted or error-free or that such limits will always be respected in each case, due to limitations of the Bank's authorization systems, systems management and ordinary stand-in processes, and of the Visa commercial card system including merchant set-up features. The City therefore waives any and all claims that it may have against the Bank arising out of the use and performance of the Program, except for claims for damages referred to in Section 13(a).

(c) The Bank is not responsible for any defects in or poor quality of the merchandise or services obtained by means of any Card. Any claim or dispute between the City and a merchant or supplier, including with respect to the merchant's or supplier's right to compensation, will be the subject of a direct settlement between the City and the merchant or supplier and any such dispute shall not affect the City's obligation to pay all Charges in full to the Bank in accordance with the terms of this Agreement.

(d) The City also acknowledges that some benefits or enhancements may be supplied by firms independent of the Bank and the Bank is not responsible or liable for anything in connection with those benefits or enhancements.

**14. Unassigned Cards.** Upon the City's Request, the Bank, in its sole discretion, may issue one or more "Unassigned Cards." "Unassigned Cards" are Cards issued in the name of the City only without designating a specific Cardholder as authorized to use the Card. Any person using the Card from time to time shall be the "Cardholder" of the Card. The Bank is not liable for any refusal to honor the Unassigned Card by any other bank or any seller or lessor of goods or services based upon the absence of the Cardholder's name and signature/ID of an individual Cardholder. The Bank will not issue a PIN in connection with an Unassigned Card and no Cardholder may obtain Cash Advances. The Bank will provide Card Account statements for each Unassigned Card to the City.

**15. Disputes and Chargebacks.**

(a) The Bank will send the City and each Cardholder periodic statements detailing the Charges and Fees to the Card Accounts. If the City (or Cardholder) does not notify the Bank of a dispute with regard to any Charge or Fee within sixty (60) days after the billing cycle date, the City agrees that the periodic statement shall be deemed conclusively to be correct.

(b) In the event a transaction is posted to a Card Account involving a fraud, Unauthorized Use or other situation in which a merchant may be liable for such transaction under the applicable Visa Operating Regulations, the City or Cardholder shall notify the Bank within a reasonable time after the City's receipt of notice of such transaction. The City or Cardholder shall provide the Bank a written statement specifically describing the circumstances of such transaction. The Bank shall attempt to charge the transaction back to the merchant in accordance with the Visa Operating Regulations and any chargeback accepted by Visa will be credited to the City's next periodic statement.

(c) The Bank shall not accept checks, money orders, or any other items for payment marked "payment in full" (or other similar language) if such payment is less than the full amount due except by a written agreement signed by an authorized officer of the Bank. All communications regarding disputed charges, including checks, money orders, or any other items sent as "payment in full" of a disputed amount must be sent to the SunTrust Bank, P.O. Box 4910, Orlando, Florida 32802-4910.

**16. Amendment.** The terms and conditions of this Agreement or the Cardholder Agreement and the City's right to use the Card may be altered or amended by the Bank at any time at the Bank's sole discretion by written notice to the City not less than thirty (30) days prior to the effective date of the amendment. Use of the Card after the effective date of the amendment constitutes acceptance of the alteration or amendment. Any such amendment is effective upon the date stated in the notice. Any other modification, amendment, or waiver of this Agreement by City, whether in whole or in part must be in writing, signed by both parties.

**17. Assignment/Telephone Monitoring/Credit Information.**

(a) The Bank may assign all rights under this Agreement to another bank, City, or an Affiliate of the Bank without prior notice. The City may not assign or transfer this Agreement or any Card without the Bank's prior written consent. The merger or consolidation of the City shall be deemed to be an assignment of this Agreement. If transferred or assigned without the Bank's prior written consent, this Agreement will be deemed terminated.

(b) The Bank has the right to monitor telephone calls relating to its performance under this Agreement provided the Bank is in compliance with Florida law and Federal law. Such monitoring shall be conducted by the Bank's employees or agents, and all information shall remain confidential except as otherwise provided by the Florida public records law.

(c) The Bank is authorized to make whatever credit inquiries regarding the City it deems appropriate and to share information regarding the City Account with the Bank's Affiliates.

**18. Periodic Review/Financial Information.** The City understands and acknowledges that the Bank has provided the Program to the City on the basis of the City's financial condition at the time the City applied for the City Account. Upon the Bank's request, the City agrees to submit to the Bank from time to time updated financial information. If the City fails to submit financial information when requested by the Bank or if, based upon review of the submitted financial information, the Bank determines that the City's financial condition has adversely changed, this Agreement may be immediately terminated by the Bank.

**19. Confidentiality/Privacy.**

(a) Restrictions. The parties understand and agree that they may be provided or otherwise may obtain the Confidential Information of the other party. The parties agree, unless otherwise stated herein, that

- (i) they will keep all Confidential Information in strict confidence, using such degree of care as appropriate to avoid unauthorized use or disclosure;
- (ii) they will not, directly or indirectly, disclose any Confidential Information to any third party, except with the other party's prior written consent or pursuant to Florida law; and
- (iii) upon the termination of this Agreement or at any time either party may request, except as otherwise provided by Florida law or by Florida records retention schedules, the receiving party will deliver to the disclosing party, or, at the disclosing party's option, except as otherwise provided by Florida law or by Florida records retention schedules, will destroy all Confidential Information that the receiving party possesses or has under its control, provided, however, the Bank has the right to retain a reasonable number of copies of Confidential Information as may be required by applicable law.

(b) Permitted Disclosures. Notwithstanding anything stated herein to the contrary, the parties are permitted to use and/or disclose the Confidential Information as follows:

- (i) The parties may disclose to their personnel, state and federal regulators, and agents having a need to know such Confidential Information in connection with the implementation and operation of the Program in accordance with this Agreement. The parties will instruct all their respective personnel and agents as to their obligations to be bound by the terms and conditions of this Agreement prior to their being given access to the Confidential Information.
- (ii) The parties may disclose the Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental or law enforcement body having jurisdiction over the receiving party (provided, however, if permitted by applicable law, each party will notify the other party in writing in advance of such disclosure so that the other party may take appropriate action to protect the Confidential Information) or on a confidential basis to the receiving party's legal, financial, or security advisors or auditors.
- (iii) The Bank may use and disclose Personally Identifiable Information as follows, provided that at all times the Bank complies with all applicable laws and regulations: (aa) to process Card transactions and to otherwise maintain and support the City's and Affiliates' Card Accounts; (bb) to communicate with the City and Affiliates regarding issues relating to Card transactions; (cc) for internal business planning purposes; and (dd) to obtain services from third parties, provided that any such third party is bound by obligations prohibiting use by or disclosure to any third party of such Personally Identifiable Information other than for purposes of performing services as required hereunder. Notwithstanding the above, the Bank shall not use or sell the Personally Identifiable Information for the purpose of soliciting Cardholders for services not related to this Agreement, provided that the Bank may solicit any Cardholder whose name is obtained through a source other than the Personally Identifiable Information obtained by the Bank under this Agreement. The Bank shall not disclose any information regarding a Cardholder that is exempt from disclosure or confidential pursuant to Florida or federal law except as required by a court of competent jurisdiction or except as otherwise required by federal law.
- (iv) The parties agree that any data or information other than Personally Identifiable Information that relates in any manner to Card usage and that is acquired by the Bank in the course of its provision of its services under this Agreement will belong equally to the parties, and nothing in this Agreement shall prohibit either party from disclosing or using such data or information in its aggregate form.

(c) **Remedies.** Each party will advise the other party immediately in the event that it learns or has reason to believe that any person or entity that has had access to Confidential Information, directly or indirectly, through the parties, has violated or intends to violate the terms of this Agreement. This provision will not in any way limit such other remedies as may be available to the parties at law or equity.

(d) **Public Records Law.** The obligations of the CITY hereunder are subject to the Florida public records law and nothing contained herein shall be construed to preclude the City's compliance with the Florida public records law.

- 20. Enforcement of Rights and Governing Law.** This Agreement is binding upon the assigns and successors of the City. Except to the extent federal law is applicable, the interpretation, effect, and validity of this Agreement shall be governed by the laws of the State of Florida. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable for any reason, such portion is deemed severed and the remainder of this Agreement shall remain fully valid and enforceable. The Bank can delay enforcing its rights under this Agreement without waiving those rights. A waiver of rights in one instance shall not be a waiver in other instances.
- 21. Survival.** Sections 3(c); 4(c); 6; 7; 9; 13; 15(c); 17; 19; 20; 21; 22; 23; 25; and 26 shall survive the termination of this Agreement.
- 22. Miscellaneous.** The non-performance of a party will be excused for the period of any delay caused by any force majeure event, including act of God, war, terrorism, or any other cause beyond the party's reasonable control. If any provision of this Agreement is held to be unenforceable, such provision will be reformed only to the extent necessary to make it enforceable. Each party to this Agreement is responsible for compliance with the Agreement by its Affiliates and their respective employees and authorized agents.
- 23. Jury Trial Waiver.** THE PARTIES SPECIFICALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY COURT WITH RESPECT TO ANY CONTRACTUAL, TORTIOUS, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR CONNECTED IN ANY WAY TO THIS AGREEMENT, BECAUSE THE PARTIES HERETO, BOTH OF WHOM ARE REPRESENTED BY COUNSEL, BELIEVE THAT THE COMPLEX COMMERCIAL AND PROFESSIONAL ASPECTS OF THEIR DEALINGS WITH ONE ANOTHER MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

24. Reserved.

25. **Facsimile and Email Delivery.** A digital, electronic or photo static image of this signed Agreement maintained in the Bank's record retention system shall be as effective and enforceable as an original manually signed Agreement.

26. **Entire Agreement.** This Agreement and the incorporated Schedules, Addendums and Exhibits constitute the entire Agreement between the parties. There are no understandings or agreements related hereto other than those which are expressed herein, and all prior negotiations, agreements, and understandings, whether oral or written, are superseded by this Agreement.

27. **Bank Secrecy Act Requirements.** In order to comply with the reporting requirements of the Bank Secrecy Act and the USA PATRIOT Act, the Bank is required to obtain, verify and record the following information from the City prior to establishing a new account: legal entity name, street address, taxpayer identification number and other information that allows the Bank to identify the City.

The parties have caused this Agreement to be executed by their duly authorized representative as of the date set forth below.

IN WITNESS WHEREOF, the City and the Bank execute this Agreement as follows:

ATTEST:

Jonda K. Joseph  
Jonda K. Joseph, City Clerk

City of Fort Lauderdale

By: [Signature]  
John P. "Jack" Seiler, Mayor

By: [Signature]  
Allyson C. Love  
Acting City Manager *for AL*

Approved as to form:

[Signature]  
Senior Assistant City Attorney

WITNESSES:

[Signature]  
Signature  
Print Name:

SunTrust Bank

By: [Signature]  
Print Name: Geoffrey B. Dean  
~~President~~ GROUP VICE PRESIDENT

Signature  
Print Name:

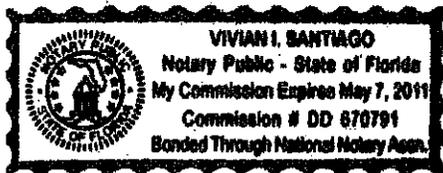
(CORPORATE SEAL)

ATTEST:

Secretary

STATE OF Florida  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24 day of December, 2010, by Geoffrey B. Dean, as President, and \_\_\_\_\_, as Secretary, for SunTrust Bank, Inc., a Georgia banking corporation authorized to transact business in the State of Florida.



Vivian I. Santiago  
(Signature of Notary Public - State of \_\_\_\_\_)  
(SEAL)  
Vivian I. Santiago  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification

Type of Identification Produced Florida Driver License

VIVIAN I. SANTORO  
Notary Public - State of Florida  
My Commission Expires May 1, 2017  
Commission # 00 010191  
Bonded Through National Notary Assn.



**SCHEDULE A  
To Visa Commercial Card Agreement**

|   |                                  |
|---|----------------------------------|
| <b>Company/City (Parent)</b><br>City of Fort Lauderdale | <b>Affiliate (if applicable)</b> |
|---|----------------------------------|

**I. Commercial Card Program.**

Visa Purchasing Card                       Visa Corporate Card                       Visa Executive Corporate Card

The parties agree that applicable Control Account(s) shall not be pre-funded by the City.

**II. Cardholder Information Requirement.**

The City shall provide the following Cardholder information:

Name, business address, billing address, telephone number, and the last four digits of the cardholder's social security number

**III. Card Delivery.** The Card(s) shall be delivered to:

The City at:

|  |                                |                    |                          |
|--|--------------------------------|--------------------|--------------------------|
| <b>Attention</b><br>Kyle Carter                        |                                |                    |                          |
| <b>Street Address</b><br>100 N. Andrews Ave. Suite 619 | <b>City</b><br>Fort Lauderdale | <b>State</b><br>FL | <b>Zip Code</b><br>33301 |

The Individual Cardholder

**IV. Program Administrators.** The City designates the following individual(s) as an authorized Program Administrator(s) to submit Requests to Bank:

|  |                                |   |                          |
|--|--------------------------------|---|--------------------------|
| <b>Name</b><br>Kirk Buffington                         | <b>Signature</b>               | <b>Title</b><br>Dir. Procurement Services |                          |
| <b>Email Address</b><br>kbuffington@fortlauderdale.gov |                                | <b>Telephone</b><br>954-828-5933          |                          |
| <b>Street Address</b><br>100 N. Andrews Ave.           | <b>City</b><br>Fort Lauderdale | <b>State</b><br>FL                        | <b>Zip Code</b><br>33301 |

|  |                                |  |                          |
|--|--------------------------------|--|--------------------------|
| <b>Name</b><br>Kyle Carter                         | <b>Signature</b>               | <b>Title</b><br>Procurement Specialist I |                          |
| <b>Email Address</b><br>kcarter@fortlauderdale.gov |                                | <b>Telephone</b><br>954-828-5142         |                          |
| <b>Street Address</b><br>100 N. Andrews Ave.       | <b>City</b><br>Fort Lauderdale | <b>State</b><br>FL                       | <b>Zip Code</b><br>33301 |

|  |                                |                                  |                          |
|--|--------------------------------|----------------------------------|--------------------------|
| <b>Name</b><br>Michael Walker                      | <b>Signature</b>               | <b>Title</b><br>Manager          |                          |
| <b>Email Address</b><br>mwalker@fortlauderdale.gov |                                | <b>Telephone</b><br>954-828-5677 |                          |
| <b>Street Address</b><br>100 N. Andrews Ave.       | <b>City</b><br>Fort Lauderdale | <b>State</b><br>FL               | <b>Zip Code</b><br>33301 |

**SCHEDULE A (continued)**  
To Visa Commercial Card Agreement

|                          |  |           |                 |               |          |
|--------------------------|--|-----------|-----------------|---------------|----------|
| Name                     |  | Signature |                 | Title         |          |
| Valerie Wilds            |  |           |                 | AP Supervisor |          |
| Email Address            |  |           |                 | Telephone     |          |
| vholt@fortlauderdale.gov |  |           |                 | 954-828-5173  |          |
| Street Address           |  |           | City            |               | State    |
| 100 N. Andrews Ave.      |  |           | Fort Lauderdale |               | FL       |
|                          |  |           |                 |               | Zip Code |
|                          |  |           |                 |               | 33301    |

|                              |  |           |                 |                            |          |
|------------------------------|--|-----------|-----------------|----------------------------|----------|
| Name                         |  | Signature |                 | Title                      |          |
| James Hemphill               |  |           |                 | Sr. Procurement Specialist |          |
| Email Address                |  |           |                 | Telephone                  |          |
| jhemphill@fortlauderdale.gov |  |           |                 | 954-828-5143               |          |
| Street Address               |  |           | City            |                            | State    |
| 100 N. Andrews Ave.          |  |           | Fort Lauderdale |                            | FL       |
|                              |  |           |                 |                            | Zip Code |
|                              |  |           |                 |                            | 33301    |

|                           |  |           |                 |                           |          |
|---------------------------|--|-----------|-----------------|---------------------------|----------|
| Name                      |  | Signature |                 | Title                     |          |
| Richard Ewell             |  |           |                 | Procurement Specialist II |          |
| Email Address             |  |           |                 | Telephone                 |          |
| rewell@fortlauderdale.gov |  |           |                 | 954-828-5138              |          |
| Street Address            |  |           | City            |                           | State    |
| 100 N. Andrews Ave.       |  |           | Fort Lauderdale |                           | FL       |
|                           |  |           |                 |                           | Zip Code |
|                           |  |           |                 |                           | 33301    |

|                          |  |           |                 |                           |          |
|--------------------------|--|-----------|-----------------|---------------------------|----------|
| Name                     |  | Signature |                 | Title                     |          |
| AnnDebra Diaz            |  |           |                 | Procurement Specialist II |          |
| Email Address            |  |           |                 | Telephone                 |          |
| adiaz@fortlauderdale.gov |  |           |                 | 954-828-5949              |          |
| Street Address           |  |           | City            |                           | State    |
| 100 N. Andrews Ave.      |  |           | Fort Lauderdale |                           | FL       |
|                          |  |           |                 |                           | Zip Code |
|                          |  |           |                 |                           | 33301    |

|                             |  |           |                 |                           |          |
|-----------------------------|--|-----------|-----------------|---------------------------|----------|
| Name                        |  | Signature |                 | Title                     |          |
| Rick Andrews                |  |           |                 | Procurement Specialist II |          |
| Email Address               |  |           |                 | Telephone                 |          |
| randrews@fortlauderdale.gov |  |           |                 | 954-828-4357              |          |
| Street Address              |  |           | City            |                           | State    |
| 100 N. Andrews Ave.         |  |           | Fort Lauderdale |                           | FL       |
|                             |  |           |                 |                           | Zip Code |
|                             |  |           |                 |                           | 33301    |

**SCHEDULE A (continued)**  
To Visa Commercial Card Agreement

|                              |  |                 |  |                           |          |
|------------------------------|--|-----------------|--|---------------------------|----------|
| Name                         |  | Signature       |  | Title                     |          |
| Robert McKenney              |  |                 |  | Procurement Specialist II |          |
| Email Address                |  |                 |  | Telephone                 |          |
| rmckenney@fortlauderdale.gov |  |                 |  | 954-828-5139              |          |
| Street Address               |  | City            |  | State                     | Zip Code |
| 100 N. Andrews Ave.          |  | Fort Lauderdale |  | FL                        | 33301    |

|                              |  |                 |  |                          |          |
|------------------------------|--|-----------------|--|--------------------------|----------|
| Name                         |  | Signature       |  | Title                    |          |
| Carrie Keohane               |  |                 |  | Procurement Specialist I |          |
| Email Address                |  |                 |  | Telephone                |          |
| rmckenney@fortlauderdale.gov |  |                 |  | 954-828-5139             |          |
| Street Address               |  | City            |  | State                    | Zip Code |
| 100 N. Andrews Ave.          |  | Fort Lauderdale |  | FL                       | 33301    |

|                           |  |                 |  |                   |          |
|---------------------------|--|-----------------|--|-------------------|----------|
| Name                      |  | Signature       |  | Title             |          |
| Elizabeth Cohen           |  |                 |  | Administrator Aid |          |
| Email Address             |  |                 |  | Telephone         |          |
| ecohen@fortlauderdale.gov |  |                 |  | 954-828-5144      |          |
| Street Address            |  | City            |  | State             | Zip Code |
| 100 N. Andrews Ave.       |  | Fort Lauderdale |  | FL                | 33301    |

|                            |  |                 |  |                       |          |
|----------------------------|--|-----------------|--|-----------------------|----------|
| Name                       |  | Signature       |  | Title                 |          |
| Stephanie Gordon           |  |                 |  | Procurement Assistant |          |
| Email Address              |  |                 |  | Telephone             |          |
| sgordon@fortlauderdale.gov |  |                 |  | 954-828-5933          |          |
| Street Address             |  | City            |  | State                 | Zip Code |
| 100 N. Andrews Ave.        |  | Fort Lauderdale |  | FL                    | 33301    |

The City and each Affiliate may change its designated Program Administrator(s) by delivering a new, signed Schedule A to the Bank. Each subsequent Schedule A Program Administrator designation will supersede any and all prior Schedule A designations previously submitted by the City or Affiliate.

**V. Company/City Credit Line. \$700,000**

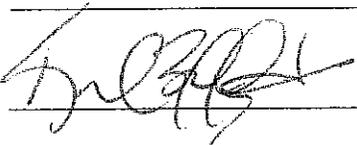
**VI. Account Controls.**

(A) Card Accounts (not applicable for Card Accounts managed under the Enterprise Spend Platform program): Specific controls regarding Card Accounts are established during the implementation process and may be amended from time to time by the City or the Bank. Card Account controls may be amended from time to time by the Bank and may be amended by the City only upon prior written approval of the Bank.

**SCHEDULE A (continued)**  
To Visa Commercial Card Agreement

(B) Emergency Replacement Cards: In the event any Card is lost, stolen, or damaged and a replacement Card is required during weekends, holidays, or Bank closing hours, the Cardholder may call Visa to obtain a temporary Visa Emergency Replacement Card. The City understands and acknowledges that Visa Emergency Replacement Cards are not controlled by the City's account controls set forth on the Implementation Form but, rather, are controlled in accordance with the standard Visa operating procedures in effect at the time of replacement. The Visa Emergency Replacement Cards are valid for a limited period of time and the Cardholder must immediately contact the Bank for a permanent Card which shall be issued with the City's account controls.

**City of Fort Lauderdale**

By: 

**KIRK BUFFINGTON, CPPC, C.P.M., MBA**  
**DIRECTOR OF PROCUREMENT SERVICES**

Name: ~~John P. "Jack" Seiler~~

Title: ~~Mayor~~

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

**SCHEDULE B**  
**To Visa Commercial Card Agreement**

City: City of Fort Lauderdale

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

**Fee Schedules**

| <b>Card Fees</b>                                    |                                       |
|---|---------------------------------------|
| <b>Item</b>   | <b>Cost</b>                           |
| Card Logo Design (one color, standard)              | Waived                                |
| Annual Card Fee                                     | Waived                                |
| Annual Executive Card Fee (Corporate Card Only)     | \$100 per card                        |
| Annual Visa Extra Rewards Fee (Corporate Card Only) | \$75, per enrolled card               |
| Cash Advance Fee                                    | 3% (\$3 minimum/\$30 maximum)         |
| Late Fee Central Bill                               | 4% of outstanding balance WAIVED      |
| Late Fee Individual Bill (Corporate Card Only)      | \$15                                  |
| Foreign Transaction Fee                             | Pass through from Visa (currently 1%) |
| Non-Sufficient Fund Fee                             | \$29 each                             |
| Copy of Sales Slips & Statements                    | \$3 each                              |
| Card Replacement Fee                                | None                                  |
| "Rush" Delivery Fee for Card Replacement            | \$25                                  |

| <b>Enterprise Spend Platform Technology Fees</b>                    |  |
|---|--|
| <b>Item</b>   | <b>Cost</b>                                  |
| <b>ESP Statement Manager</b>  |  |
| Set-up Fee  | \$0.00                                       |
| Per Statement Fee   | \$0.00                                       |
| 3 <sup>rd</sup> Party Data Import Set-up Fee (non-SunTrust)         | \$1,000 per 3 <sup>rd</sup> Party            |
| 3 <sup>rd</sup> Party Statement Fee                                 | \$2.00 per active statement (monthly)        |
| <b>ESP Transaction Manager</b>                                      |  |
| Single-level Approval Set-up Fee                                    | \$1,000 * WAIVED                             |
| Multi-level Approval Set-up Fee                                     | \$5,000 * WAIVED                             |
| <b>ESP Expense Manager</b>  |  |
| Set-up Fee  | \$5,000                                      |
| <b>Per Expense Report Option</b>                                    |  |
| Per Expense Report  | \$2.00                                       |
| Per Expense Report without SunTrust Card spend (>10% of Reports)    | \$3.00 **                                    |
| <b>ESP Payables Manager</b>   |  |
| Set-up Fee  | \$5,000 WAIVED                               |
| <b>ESP Requisition Manager</b>                                      |  |
| Set-up Fee  | \$0.00                                       |
| Per Requisition with SunTrust Cards spend                           | \$0  |
| Per Requisition without SunTrust Cards spend (>10% of Requisitions) | \$0.15 per Requisition ***                   |
| <b>Miscellaneous</b>  |  |
| Custom ETI Development Fee  | Up to \$1,000 per custom ETI                 |
| Imaging Set-Up Fee  | \$1,000                                      |
| Per Image Fee   | \$0.20 per image (\$100 minimum monthly fee) |
| Custom Data Extract File Set-up Fee                                 | \$1,500 per custom extract                   |
| Auto Generation of Data Extract File Set-up Fee                     | \$1,500                                      |
| Auto Delivery of Data Extract File Set-up Fee                       | \$1,500                                      |
| Professional Services   | \$100 per hour                               |

\* (One-time fee for initial set-up of approval workflow, general ledger configuration, and training.)

\*\* (Applies when greater than 10% of the Expense Reports or greater than 10% of the Active Users submit Expense Reports without linked SunTrust Card Spend. Fee will be assessed to each Expense Report or each Active User without linked SunTrust Card Spend.)

\*\*\* (Applies when greater than 10% of the Requisitions generated are not linked to SunTrust Card Transactions. Fee will be assessed to each Requisition without linked SunTrust Card Spend.)

(1) Active User is a registered user with one or more transactions in the period.

**SCHEDULE B (Continued)  
To Visa Commercial Card Agreement**

**Net-Spend Rebate Program**

For purposes of determining the applicable Rebate Rate, the Annual Spend shall include the Annual Spend generated under this Agreement and the Annual Spend generated under the SunTrust Commercial Card Agreements of the Participating Entities listed on Schedule C.

In accordance with the table, below, at the end of each rebate period, the City shall receive a revenue share of its Net Spend\* based upon the following calculation. The Annual Spend shall be the sum of Purchases and Cash Transactions, less Credits, less Fees, less Past Due Amounts ("Past Due Amounts" mean the portion of the outstanding balance as shown on the periodic statements that is not paid by the payment due date). The Net Spend shall be the Annual Spend less "Cash Transactions" ("Cash Transactions" mean transactions from financial institutions such as cash advances, convenience checks, travelers' checks, gift cards, etc.) and Visa Large Ticket transactions. At the end of each rebate period, the Net Spend Rebate\* shall be the Net Spend for the rebate period, multiplied by the Rebate Rate and reduced by charge-offs (which may carry over to subsequent rebate periods). Charge-offs mean all amounts that remain unpaid by the City or Cardholder for a period of 180 days, including personal charges made by the Cardholder or Authorized User.

Rebate periods are yearly (January through December), commencing on August 1, 2010 and shall continue for the term of the Agreement. Rebate payments shall be paid to the City by check or ACH within sixty (60) days after the end of each calendar year.

| Annual Spend                 | REBATE RATE  |              |              |                 |             |              |
|------------------------------|--------------|--------------|--------------|-----------------|-------------|--------------|
|                              | P-Card       | P-Card       | P-Card       | P-Card          | P-Card      | C-Card       |
|                              | Monthly Bill | Monthly Bill | Monthly Bill | 2x Monthly Bill | Weekly Bill | Monthly Bill |
|                              | 7 day pay    | 18 day pay   | 25 day pay   | 10 day pay      | 5 day pay   | 25 day pay   |
| < \$1,000,000                | 0%           | 0%           | 0%           | 0%              | 0%          | 0%           |
| \$1,000,000 to \$5,000,000   | 0.91%        | 0.80%        | 0.73%        | 0.90%           | 1.00%       | 0.65%        |
| \$5,000,000 to \$10,000,000  | 1.06%        | 0.95%        | 0.88%        | 1.05%           | 1.15%       | 0.75%        |
| \$10,000,000 to \$25,000,000 | 1.21%        | 1.10%        | 1.03%        | 1.20%           | 1.30%       | 0.85%        |
| \$25,000,000 to \$50,000,000 | 1.36%        | 1.25%        | 1.18%        | 1.35%           | 1.45%       | 0.95%        |
| > \$50,000,000               | 1.46%        | 1.35%        | 1.28%        | 1.45%           | 1.55%       | 1.05%        |

- \* Net Spend Rebate = [Net Spend x Rebate Rate] – [Chargeoffs]
- Net Spend = [Annual Spend] – [Visa Large Ticket] – [Cash Transactions]
- Annual Spend = [Purchases] + [Cash Transactions] – [Credits] – [Fees] – [Past Due Amounts]

**Visa Large Ticket Rebate Program**

At the end of each rebate period, the City shall receive a revenue share of its Visa Large Ticket transactions based upon the following calculation. The Visa Large Ticket Rebate shall be the sum of the Visa Large Ticket transactions for the rebate period multiplied by .0035. Rebate periods are yearly (January through December) commencing on August 1, 2010 and shall continue for the term of the Agreement. Rebate payments shall be aggregated with the Net-Spend Rebate Program and paid to the City by check or ACH within sixty (60) days after the end of the rebate period.

**SCHEDULE C**  
**To Commercial Card Agreement**

**Participating Entities**

Bay County BOCC  
City of Casselberry  
City of Cocoa Beach  
City of Coconut Creek  
City of Coral Springs  
City of Defuniak Springs  
City of Eustis  
City of Fort Lauderdale  
City of Hialeah  
City of Hialeah Gardens  
City of Kissimmee  
City of Melbourne  
City of Miami Beach  
City of Miami Gardens  
City of Miami Springs  
City of Mount Dora  
City of Ocoee  
City of Oviedo  
City of Parkland  
City of Tybee Island  
City of Venice  
City of West Park  
City of Weston  
City of Winter Park  
Collier County BOCC  
Collier Mosquito Control District  
Florida Virtual Schools  
Hamilton County School Board  
Lee County Port Authority  
Osceola County Sheriff's Office  
Pasco County Sheriff's Office  
Santa Rose County School District  
Sarasota County School District  
School Board of Alachua County  
Seminole County BOCC  
Seminole County Sheriff  
Southwest Florida Water Mgmt.  
St Johns River Water Mgmt.  
Town of Davie

**SCHEDULE C (continued)**  
**To Commercial Card Agreement**

Town of Ft. Myers Beach  
Volusia County

**Schedule D  
Cardholder Agreement**

**Visa Commercial Card Cardholder Agreement**

The SunTrust Visa Commercial Card is being issued to you at the request of your Employer. "Card" means the enclosed Visa Card (and all replacements) issued by SunTrust Bank (the "Bank"). "Card Account" means the account established by the Bank in connection with your Card. "Charges" means all purchases and cash advances charged to the Card Account. "Employer" means the Company (or other business sponsor) that authorized the Bank to issue the Card to you as an employee to use for legitimate business purposes. "Fees" means the fees under the Card Account established by your Employer's program administrator. This cardholder agreement (the "Agreement") is between the Bank also referred to as "we", "our", and "us" and you (also referred to as the Cardholder).

You agree to the terms and conditions below.

**Liability and Use of the Card**

1. By accepting, signing or using the Card or the Account you are agreeing to the terms and conditions of this Agreement.
2. You agree that this Card will be used only by you solely for legitimate business purposes as defined by the Employer. You agree not to use the Card for personal, family or household purposes.
3. The Credit Limit for your Card will be established from time to time as requested by the Employer and approved by the Bank. At your Employer's request, a portion of your Credit Limit may be available for cash advances. You agree not to use your Card in any manner which would cause the aggregate of your Charges and Fees to exceed, at any time, such Credit Limit. The Bank may approve transactions which exceed your Credit Limit, but the Bank is not obligated to do so. The Bank may increase or decrease your Credit Limit or change the portion available for cash advances at any time without prior notice to you. The Bank is not responsible if any merchant, financial institution or other person refuses to honor the Card.
4. You may use the Card to charge purchases to the Card Account and, if permitted by the Employer, to obtain cash advances, either directly from us, through use of an ATM, or through another financial institution honoring the Card; or purchase a money order, travelers check or similar item (each a "cash advance"). Any such use of a Card results in a Charge to the Card Account, whether or not the Card was presented (such as Internet, mail or telephone order purchases), your signature was obtained, or you used a PIN.
5. We shall record all Charges with respect to your Card, as well as all Fees, service charges, credits and adjustments against the Card Account.
6. You may not return any purchase which you obtained with the Card for a refund, other than by way of a Card Account credit. Upon receipt of a credit issued by a merchant, the Bank shall post the credit to the Card Account. If the Bank does not receive the credit prior to the time the related purchase is included in the Card Account Statement (as defined below), the amount of the related purchase shall be paid by the stated payment due date.
7. We shall not be responsible for any defect in, or the quality of any purchase obtained from a merchant. Any claim or dispute between you and any merchant with respect to any purchase, including any right to set-off or compensation, shall be settled directly between you and the merchant and shall have no effect on your indebtedness to us. We will not be responsible, nor will you seek to hold us responsible, if any merchant refuses to honor the Card, or for any other problems you may have with any merchant.
8. You acknowledge that the Card does not provide you with Visa card benefits or features except for those agreed to by your Employer.

**Automated Teller Machines (ATM's)**

9. Use of your Card and PIN for transactions on ATM's will be governed by this Agreement as may be amended from time to time.
10. Transaction records issued through ATM's are solely for your convenience and, in the event of any dispute as to the accuracy of any such record, our decision based on our internal records shall be conclusive and binding on you.
11. We reserve the right without notice to withdraw and/or cancel your privilege of use of ATM's.
12. Transactions at ATM's other than the Bank's may be subject to separate or additional conditions.

### Statements; Account Settlement

13. We will send you a periodic statement of account (a "Card Account Statement") for each month in which Charges have been posted to your Card Account or there is an outstanding balance. You are responsible for promptly submitting expense reimbursement requests to your Employer for all Charges and Fees in accordance with your Employer's internal policies and procedures. If requested by the Bank, you agree to confirm in writing the Charges and Fees for which you have submitted expense reimbursement requests to your Employer.
14. Promptly upon receipt, you agree to examine each periodic Card Account Statement. If you do not notify the Bank of an error or omission with regard to any Charge to the Card Account within sixty (60) days after the billing date, you agree that such Card Account Statement shall be deemed conclusively to be correct.
15. The Bank and Visa convert any Charge made in a foreign currency into U.S. dollars using the conversion rate in effect on the day the transaction is posted to the Card Account (currently either a wholesale market rate or a government-mandated rate) and adds a Visa conversion charge and the Bank's current conversion charge, not to exceed 2% of the Charge amount (the "Foreign Exchange Fee"). The currency conversion rate and Foreign Exchange Fee may not be the same as existed on the day you made the transaction. The Bank and Visa will use this procedure if a credit is subsequently given for the transaction. The currency conversion rate on the date of the original transaction may differ from the rate in effect on the date the credit was issued. The Bank will deduct the Foreign Exchange Fee from this credit amount. As a result, the amount of the credit may be different from the amount that was originally charged to the Card Account for the transaction. The amount of the transaction after conversion (including Foreign Exchange Fee) is shown on the Card Account Statement as either a purchase or cash advance.

### Lost or Stolen Card; Disclosure of PIN; Liability

16. You agree to promptly notify the Bank of any lost or stolen Card or Unauthorized Use of a Card (call toll free at 1-800-836-8562). There shall be no liability for any Unauthorized Use of any Card unless the Unauthorized Use occurs as a result of the your lack of reasonable security precautions and controls regarding the Cards or the Unauthorized Use results in a benefit, directly or indirectly, to you and/or your Employer. "Unauthorized Use" means the use of a Card by a person other than you or an authorized user who does not have actual, implied, or apparent authority for such use, and from which the Employer, you and/or an authorized user received no benefit, directly or indirectly. Written notification can be sent to SunTrust Bank at, P.O. Box 598202, Orlando, Florida 32859-8202.
17. If your Employer has requested issuance of a personal identification number ("PIN") to you, you will not disclose the PIN to any person and you will keep your PIN separate from your Card. **In the event that the PIN has been stolen, you must notify the Bank immediately (call toll free at 1-800-836-8562).** In the event your PIN is disclosed to any unauthorized person, whether by your failure to maintain confidentiality of the PIN, failure to keep the PIN and the Card separate or otherwise, you shall be liable for all transactions through use of the PIN whether or not incurred by you.

### Cancellation

18. The Card at all times remains our property and we have the right at any time, without notice, to cancel the Card and to revoke or withdraw all your rights or privileges in respect of the Card. The Employer may cancel your Card at any time for any reason. Upon cancellation, you cease to be entitled to use the Card or to be entitled to any benefits or features available with respect to the Card and you shall immediately return the Card to us or surrender it to our agents upon request. Use of the Card or Card Account after notification of its cancellation may be fraudulent and may result in the Bank taking legal action against you. Even after the Card Account is closed, you remain responsible for any Charges according to the terms of this Agreement.
19. We may inform merchants honoring the Card that it has been cancelled or revoked and, if you are asked to surrender an expired or revoked Card by a merchant, you must do so.

### Credit and Personal Information; Telephone Monitoring

20. Information concerning your use of the Card or Card Account may be furnished by the Bank to the Employer. The Employer has provided us with your personal information for the purpose of establishing your Card Account. Upon request, you agree to promptly give the Bank accurate information about yourself including updated financial and location information. To improve customer service and security, your telephone communications with the Bank may be monitored and recorded.

**Amendments and Waiver**

21. We may amend or modify any of the terms of this Agreement, your Credit Limit and/or any benefits or features available or offered with the Card at any time and the changes can apply to all outstanding indebtedness and to any future Charges on your Card Account. We may replace the Card at any time. We reserve the right to amend or discontinue any benefit or privilege available with respect to the Card.
22. No term or provision of this Agreement will be deemed to have been waived and no breach excused, unless such waiver or consent to breach shall be in writing and signed by the party claimed to have waived or consented. Any express or implied consent to any party to, or waiver of, a breach by the other shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

**Miscellaneous**

23. If any provision of this Agreement is held to be unenforceable, invalid or void, all other provisions will nevertheless continue in full force and effect.
24. This Agreement shall be governed by and construed in accordance with the laws of the state of Florida and applicable federal law. THE CARDHOLDER IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF FLORIDA AND THE UNITED STATES OF AMERICA AND VENUE IN ORANGE COUNTY, FLORIDA, AND AGREES THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT MAY BE COMMENCED IN SUCH COURTS. CARDHOLDER AND THE BANK EACH IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING RELATED TO THIS AGREEMENT.

**SCHEDULE E**  
**Visa Corporate Waiver Protection Program**



## VISA Commercial Card Agreement Enterprise Spend Platform Addendum

### Recitals

- A. The City entered into the Visa commercial card agreement with the Bank (the "Card Agreement") pursuant to which the Bank established a Visa commercial card account for the City (the "City Account").
- B. The City desires to use the Bank's Enterprise Spend Platform, as defined below.
- C. The Bank agrees to provide Enterprise Spend Platform to the City (the "Licensee") subject to the terms and conditions contained herein.

### Terms and Conditions

#### 1. Request for ESP; Non-Exclusive License; Confidentiality

- (A) By signing this Addendum, the Licensee requests that the Bank provide the Licensee with Enterprise Spend Platform ("ESP") which allows the Licensee to access ESP through the use of an Internet browser and to manage the Licensee's Card purchasing processes, administration and any present or future tangential services as may be offered to the Licensee by the Bank from time to time. Details regarding ESP's functionality and certain formatting and other technical requirements that are relevant are provided in the ESP reference materials ("Materials"), as updated by the Bank from time to time, or as may be separately disclosed by the Bank to the Licensee from time to time. The Licensee's use of ESP is subject to the terms and conditions set forth in the Card Agreement, this Addendum and any other documents described in the Card Agreement or this Addendum. By signing this Addendum, the Licensee acknowledges receipt of a copy of, and agrees to be bound by, all of those terms and conditions. To the extent of a conflict between the terms of the Card Agreement and this Addendum, the terms of this Addendum will control. All defined terms shall have the meaning as set forth in the Card Agreement unless otherwise defined in this Addendum.
- (B) The Licensee's rights granted under this Addendum are limited to a nonexclusive, revocable license for use solely in connection with ESP for the Licensee's internal business purposes (not for any third party's benefit) during the term of the Card Agreement. The Licensee may not transfer or assign any of its rights with respect to the license, and the license will be automatically revoked if this Addendum and/or the Card Agreement is terminated. The Licensee may not (i) sublicense, sell, lease, distribute or (except with respect to its employees or agents) provide access to ESP to any third party, (ii) use ESP in a service bureau, time-sharing, outsourcing or similar arrangement, (iii) use ESP in any manner that is not expressly permitted by this Addendum, (iv) modify, decompile, reverse engineer, disassemble or create derivative works from ESP or (v) take any actions or engage in any conduct that violates the Bank's rights (or those of its third party providers) with respect to ESP. All rights not expressly granted hereunder are expressly reserved by the Bank.
- (C) Section 1 (n) of the Card Agreement is hereby supplemented to provide that "Confidential Information" as defined in the Card Agreement will include all Trade Secrets and Confidential Business Information of the Bank and any third party information that the Bank is obligated to hold in confidence, including, but not limited to, Trade Secrets and Confidential Business Information of any such third party. As used herein, "Trade Secrets" mean trade secrets as defined under Florida law, as amended from time to time, and will include without limitation and without regard to form, technical or non-technical data, a formula, a pattern, a compilation, a program, a software program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, non-public forecasts, studies, projections, analyses, all customer data of any kind, or a list of actual or potential customers or suppliers, business and contractual relationships, or any information similar to the foregoing which: (a) derives economic value, either actual or potential, from not being generally known and not being readily ascertainable by proper means to other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. As used herein, "Confidential Business Information" means any valuable, secret business information that is a Trade Secret, that is either designated or identified as confidential at the time of the disclosure. In accordance with the foregoing, to the extent it is a Trade Secret, all software that the Bank provides to City, whether owned by the Bank or any third party provider, will be considered "Confidential Information" pursuant to the Card Agreement and this Addendum.
- (D) Subject to Section 1. (C) above, the parties agree that any data or information other than Personally Identifiable Information related to Card usage through ESP belong equally to each party, and nothing in this Addendum shall prohibit either party from disclosing or using such data or information in its aggregate form.

#### 2. Security Procedures.

- (A) Upon the Licensee's written request, the Bank will provide passwords to those individuals designated by the Licensee as users of ESP on the Licensee's behalf ("End Users"). The Licensee and the End Users are solely responsible for all its use of ESP and for maintaining the confidentiality of its passwords, account numbers and other information to the extent they are confidential pursuant to Florida law. The Licensee and End User will promptly notify the Bank in the event a password or account number has been compromised. The Licensee shall not be liable for any Unauthorized Use transactions that occur as a result of a compromised password unless the Unauthorized Use occurs as a result of the Licensee's lack of reasonable security precautions and controls regarding the compromised password or the Unauthorized Use results in a benefit to the Licensee. The Licensee agrees that these security procedures are commercially reasonable.
- (B) The Licensee will not, and will not permit any employee, agent or other third party to take any action that would interfere with effective operation of ESP or violate any applicable law or regulation in connection with this Addendum or the Card Agreement.

### 3. Implementation.

Licensee shall be implemented on ESP using the Licensee Requirements provided by the Licensee to the Bank. "Licensee Requirements" include the Licensee's specific approval processes, including, but not limited to, purchasing rules, spending limits, approval routing requirements, and other specifications regarding the Licensee's account. Licensee is responsible for confirming the accuracy of the Licensee Requirements implemented on ESP. Within ten (10) days after the close of the first billing cycle during which transactions are posted through ESP, Licensee shall review the Licensee Requirements and deliver written notice to the Bank either: (a) confirming that the Licensee Requirements are accurately implemented on ESP or (b) specifically describing the Licensee Requirements that are not accurately implemented on ESP. Failure to deliver timely notice shall be deemed confirmation that the Licensee Requirements are accurately implemented and accepted by the Licensee.

### 4. Limited Warranty; Disclaimers; Limitation of Liability; Indemnification.

(A) The Bank warrants that, in all material respects, ESP will comply with the functionality and other requirements as described in the Materials, as amended from time to time; provided, however, the Bank shall have no responsibility for any defects that result from the Licensee's own conduct. In the event of any breach of such warranty, Licensee's sole and exclusive remedy shall be for the Bank to bring ESP into compliance with the Materials within a reasonable period of time. If the Bank is not able to bring ESP into compliance within a reasonable period of time, the Licensee has the right to terminate this Addendum as provided herein.

(B) To the maximum extent permitted by law, the Bank disclaims all representations and warranties of any kind, whether express or implied, with respect to ESP, any equipment or software that the Licensee uses in connection with ESP services and any Materials, including the implied warranties of merchantability, and fitness for a particular purpose.

(C) The Bank makes no guarantees and has no responsibility with respect to (i) the operation of ESP, being uninterrupted, error free or free from program limitations, (ii) ESP or the servers that make it available being free of viruses, disabling devices or other harmful components, (iii) any information or reports that are transmitted over the Internet remaining confidential or being accurate, or (iv) any person gaining unauthorized access to ESP unless the Bank failed to meet its standard of care under this Addendum in giving that person an authorization code.

(D) The Bank is not liable for any claim made or losses or damages suffered by the Licensee arising directly or indirectly from the Licensee's use of ESP, except for losses or damages which the Licensee suffers as a direct result of the Bank's negligence or willful misconduct related to providing ESP, and only if the Licensee has exercised good faith and ordinary care in performing its obligations under this Addendum and the Card Agreement. In the event the Bank has any liability to the Licensee, then the Licensee agrees to the maximum extent permitted by law that the Bank's liability to the City will be limited to any of the City's direct monetary losses or damages, up to the amount of the charges on a Card Account to be paid to which the error, omission or other discrepancy relates. Neither party shall be liable for any indirect, consequential, special, punitive, exemplary or other indirect losses or damages, (including but not limited to, damages for lost profits, business interruption or delay, loss of data or cost or procurement of substitute goods or services), regardless of the form of the claim or action or whether the such claim is in contract, tort or otherwise, and even if the other party knew such losses or damages were possible or likely, provided, however, any amounts that the Bank is required to pay its vendor or other third parties as a result of the Licensee's misuse of ESP (including, but not limited to, use not in accordance with the terms of the license grant in this Addendum) will be considered direct damages, regardless of the nature or characterization of the claim giving rise to such payments. The Licensee agrees that the Bank will not have any liability with respect to any error, delay or failure to perform that is caused by (i) fire, natural disaster, strike, civil unrest, terrorism, failure of computer or communications facilities, (ii) the acts or omissions of any third party or (iii) any circumstance beyond the Bank's reasonable control or for which the Bank does not have responsibility under the Card Agreement. If the Bank reimburses the Licensee for any losses or damages, the Licensee agrees to transfer all of its respective rights relating to the transactions in question to the Bank and to assist the Bank in any efforts or legal actions that the Bank may take to recover those amounts from any third party.

5. **System Changes.** The Bank reserves the right, in its sole discretion, to modify ESP from time to time by enhancing, adding to, and/or removing functionality.

6. **Proprietary Rights.** The Bank and/or its vendor retains all ownership and other rights in ESP (and any enhancements, modifications or derivative works, thereto), the Materials and in any related Trade Secrets, copyrights and other intellectual property rights. In addition, the Licensee acknowledges that to the extent they are Trade Secrets, ESP and the Materials are non-disclosable confidential information that belongs to the Bank and/or its vendor. To the extent they are Trade Secrets, the Licensee will not disclose or otherwise make ESP or the Materials available to any person other than its employees and/or agents that need to use ESP on behalf of Licensee and the Licensee will instruct those employees and agents to keep ESP and the Materials confidential by using the same care and discretion that the Licensee uses with respect to its own confidential property and trade secrets. This Addendum does not provide any proprietary or intellectual property rights to the Licensee.

7. **Termination.** This Addendum shall begin on the date stated below and shall continue until either party gives at least thirty (30) days prior written notice of termination; provided, however, this Addendum shall automatically terminate upon termination of the Card Agreement. The Bank may suspend or terminate the provision of ESP at any time without notice in the event the Bank reasonably believes that the Licensee has materially breached this Addendum or the Card Agreement.

8. **Facsimile and Email Delivery.** A digital, electronic or photo static image of this signed Addendum maintained in the Bank's record retention system shall be as effective and enforceable as an original manually signed Addendum.

**Signature.** This Addendum has been signed and delivered on the Licensee's behalf by the individual whose name is printed below. This individual represents and warrants to the Bank that he or she is an authorized representative and that the Licensee has taken all required action to authorize him or her to sign and deliver this Addendum.

City of Fort Lauderdale

Licensee Name



Authorized Signature

John P. "Jack" Seiler

Name (Printed or Typed)

Mayor

Title

9548285314

Telephone Number

12/27/2010

Date

IF LICENSEE IS AN AFFILIATE, STATE THE CITY NAME (required): \_\_\_\_\_