

CSI MasterCard® Corporate Multi Card Terms & Conditions

1. Nature of Account and Card Use: Company will provide Customer with an account through the use of which Customer may access the financial information and other services provided for herein ("Account"). In connection with the Account, Company, in accordance with Customer's request, shall provide special MasterCard Corporate Cards® ("Cards"), which are issued by Regions Bank, headquartered in Birmingham, Alabama, or another financial institution ("Issuing Bank"). Customer represents that it is either a governmental, non-profit or commercial business enterprise and agrees that the Account is for business purposes only, and any Card(s) issued under the Account will not be used for personal, family or household purposes. Further, the Account and Card(s) may be used only for valid and lawful purposes. If Customer uses, or allows someone else to use, the Card(s) or Account for any other purpose, Customer shall be responsible for such use and may be required to reimburse Company, the Issuing Bank, and MasterCard International Incorporated ("MasterCard") for all amounts or expenses either Company, the Issuing Bank or MasterCard pays as a result of such use. All Cards issued to Customer shall remain the property of the Issuing Bank and must be returned upon request. Company or the Issuing Bank may cancel, revoke, repossess or restrict the use of Cards at any time.

2. Credit Limit: Company will advise Customer of its available credit limit for the Account, as the same may be changed from time to time, and may require security for the performance of Customer's payment obligations. Customer shall not allow its unpaid balance, including fees and other charges on the Account, to exceed its credit limit. If Customer exceeds its credit limit, then Company may request immediate payment, suspend service, and charge additional service fees, including, without limitation, an over limit fee of \$50.00 and an Account reinstatement fee of \$15.00.

3. Payment Terms: (a) Customer shall be responsible for credit extended on the Account. The total amount shown on each Account statement is due and payable by the due date shown on the statement. This amount includes current transactions, applicable fees as set forth below, applicable service fees, amounts past due, late payment charges, charges for returned checks and other applicable charges. For international transactions, the transaction amount includes a MasterCard cross-border fee of 80 basis points and a MasterCard currency conversion assessment fee of 20 basis points. Customer agrees to pay a late payment charge on past due balances of \$75.00 or the maximum amount permitted by applicable law, whichever is less. Company reserves the right to charge a returned check fee of \$20.00 or the maximum amount permitted under applicable law, whichever is less. (b) In the event that Company engages the services of a collection agency or an attorney to preserve, protect, enforce or defend its rights under this Agreement or relating to use of the Cards, Customer agrees to pay all such costs, fees and expenses of such agency or attorney, including, without limitation, court costs and out-of-pocket expenses.

4. Statements and Reporting: Billing statements and reports are available on-line. At Customer's request, Company will provide paper copies of billing statements and reports for a fee of \$20.00 per billing cycle. Customer understands and agrees that Company may filter data received from merchants from time to time as necessary to provide complete reporting information to Customer. Company will charge Customer and account maintenance fee of \$1.50 per transaction for performing any card maintenance transaction through a customer service representative that affects the status of a particular card and for credit limit or current day activity inquiries by Customer.

5. Credit Information: Customer authorizes Company to make any credit investigations Company deems necessary or appropriate and to request reports from credit bureaus in connection with this Agreement or any update, renewal or extension of credit. Company may furnish information with respect to Customer's Account to credit bureaus or others who may properly receive such information.

6. Change of Terms; Termination: Company may change the terms of this Agreement at any time. Company will notify Customer of any changes. Retention or use of the Account and Cards after the effective date of any change will constitute acceptance of the new terms. If Customer does not agree to any such change, Customer may end this Agreement by notifying Company before the effective date of the change, returning all Cards to Company and paying what is owed under the terms of this Agreement. Either party may terminate this Agreement at any time by written or telephone notice to the other party.

7. Disputed Items: Customer must notify Company in writing of any disputed item on Customer's billing statement within sixty (60) days from the date of the billing statement, or it will be deemed undisputed and accepted by Customer. Unless required by law, Company is not responsible for any problem Customer may have with any goods or services charged on the Account. If Customer has a dispute with a merchant, Customer must pay Company and settle the dispute directly with the merchant. Company is not responsible if any merchant refuses to honor the Card.

8. Default and Remedies: In the event of Customer's default under this Agreement, including, without limitation, failure to comply with the credit limit and payment terms provisions hereof, Company shall have the right to immediately suspend the Account until such breach is cured. In the event any such breach or default is not cured within a reasonable period of time, then Company may thereafter terminate this Agreement. Customer's obligation to pay for all outstanding amounts on the Account incurred before the effective date of termination shall survive termination.

9. Lost or Stolen Cards: Customer agrees to notify Company immediately of any loss, theft or unauthorized use of the Account or of any Card. Except as set forth in this Section 8, Customer understands that it is liable for unauthorized use of the Account and Cards. Customer will not be liable for unauthorized charges that occur after Customer notifies Company of the loss, theft or possible unauthorized use of the Account or a Card issued to Customer.

10. Limitation of Liability: Company shall not be liable to Customer for any loss or damages sustained by Customer as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, act of god or any other cause not within the reasonable control of Company. IN NO EVENT SHALL COMPANY BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER COMPANY WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Liability of Acts of Customers, Employees and Agents: Customer agrees to hold Company harmless from any and all liability resulting from the acts of any employees or agents of Customer, which acts shall include but are not limited to negligent acts of such persons.

12. Miscellaneous: This Agreement shall be governed by the laws of the State of Tennessee without regard to the choice of law rules of such state. Any action to enforce or interpret this Agreement shall be brought in the appropriate judicial forum located in Nashville, Davidson County, Tennessee, and Customer does hereby consent to such jurisdiction and waives any objections thereto. No waiver by either party of any breach of any provision of this Agreement to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other provision of this Agreement. This Agreement together with changes that may be in effect from time to time constitutes the entire agreement of the parties relating to this subject matter. This Agreement is for the benefit of Company, its successors and assigns, and may be assigned by Company without the consent of the Customer. Customer may not transfer or assign this Agreement without the prior written consent of Company. Customer shall return the originally executed copy of this Agreement to Company as soon as possible. Notwithstanding the foregoing, Customer acknowledges and agrees that electronic records and signatures and facsimile copies of signatures shall have the full legal effect of writing. Applicant authorizes Company to share certain account information with CSI, including but not limited to credit limit and card usage information, and permits CSI to use such information.

Account Fees: Customer shall pay to Company a \$75.00 Annual Fee charged at card issuance and once annually.