

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2

AGREEMENT NUMBER RFP-DGS-OFA-OPPS-06	AMENDMENT NUMBER 4
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
CA DEPARTMENT OF GENERAL SERVICES, OFFICE OF FLEET AND ASSET MANAGEMENT
 CONTRACTOR'S NAME
American Express Travel Related Corporate Services, Inc. and U.S. Bank National Association ND.
- The term of this Agreement is November 1, 2006 through April 30, 2013
- The maximum amount of this Agreement is: \$0
 Agreement after this amendment is: Zero (00/100)
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 - Amend Contractor's name to correctly read as American Express Travel Related Corporate Services, Inc. and U.S. Bank National Association ND
 - All references to Voyager or Voyager Fleet Systems Inc. in the Voyager Fleet Card Program Agreement and any amendments or addenda thereto are now references to U.S. Bank National Association ND
 - Amend U.S. Bank National Association ND's address to read: U.S. Bank National Association ND, Mail Code: EP-MN-26C, 200 South 6th Street; Minneapolis, MN 55402 Attn: Contract Services
 - Amend contract term for an additional twelve (12) months. The effective date of this contract is November 1, 2006 and this amendment extends the term through April 30, 2013.
 - Add Exhibit D, Special Terms and Conditions
 All other terms and conditions shall remain the same.

AS 5/6/12
AMEX INC 5/11/12
us Bank 5/9/12
 RECEIVED
 DEPT OF GENERAL SERVICES
 FLEET ADMINISTRATION

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CONTRACTOR	
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) American Express Travel Related Corporate Services, Inc.		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) U.S. Bank National Association ND	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 5/27/12	BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 5/26/12
PRINTED NAME AND TITLE OF PERSON SIGNING Aaron J. Snyder, Regional Vice President and General Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Kelly M. Caspers, Vice President	
ADDRESS American Express Travel Related Corporate Services, Inc. 27475 Ynez Road #349 Temecula, CA 92591		ADDRESS U.S. Bank National Association ND. Mail Code: EP-MN-26C 200 South 6th Street Minneapolis, MN 55402 Attn: Contract Services	

STATE OF CALIFORNIA	
AGENCY NAME CA Department of General Services, Office of Fleet and Asset Management	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 5/9/12
PRINTED NAME AND TITLE OF PERSON SIGNING Jennifer Grutzius, Deputy Director	
ADDRESS 707 Third Street, 8th Floor West Sacramento, CA 95605	

APPROVED
MAY - 9 2012
 DEPT OF GENERAL SERVICES

[Signature]

Exhibit D

Special Terms and Conditions

1. **AUDITS**: Contractor shall be given written notice prior to any audits conducted by or on the behalf of State. Any records and supporting documentation requested in connection with an audit must solely pertain to this Agreement. Audits shall take place in a mutually agreeable location.
2. **TIMELINESS**: The parties agree that the Contractor shall be required to employ no more than generally accepted industry standards for the performance of the services.
3. **LIMITATION OF LIABILITY**: IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY FOR ANY CLAIMS, DAMAGES, LAWSUITS, LOSSES OR CAUSES OF ACTION ARISING UNDER OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE) EXCEED THE COMBINED TOTAL AMOUNT OF ONE MILLION DOLLARS (\$1,000,000.00) REGARDLESS OF THE BASIS OF THE CLAIM OR CAUSE OF ACTION. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO AMOUNTS DUE AND OWING TO CONTRACTOR HEREUNDER FOR CHARGES AND AMOUNTS DUE AND OWING TO EITHER PARTY PURSUANT TO THE FINANCIAL APPENDIX, IF ANY.

NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY AND EXCEPT AS OTHERWISE EXPRESSLY PROHIBITED BY APPLICABLE LAW, NEITHER PARTY NOR ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOSS OF PROFITS, OR LOSS OF BUSINESS), ARISING FROM THIS AGREEMENT OR RELATING TO THE OBLIGATIONS HEREUNDER, EVEN IF ADVISED OF SUCH POTENTIAL DAMAGES.

4. **PROGRAM MODIFICATION**: Contractor has the right to effect Program Modifications at any time upon notice to the State. A "Program Modification" means a change (a) in or to a benefit or feature or method of operation of any American Express Account approved for the State which change is generally and broadly applicable to the type of American Express account or (b) broadly applicable to the type of American Express Account established hereunder. The State agrees that any Program Modification by Contractor shall become effective if the State maintains or uses the American Express Accounts after the effective date specified in the notice, but in no circumstance shall the effective date be less than 60 days after the notice. The State may choose not to accept the Program Modifications by terminating this Agreement with notice to Contractor. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

"American Express Account(s)" means any charge accounts and charge cards issued by American Express to Company, its Affiliates and/or their respective Employees for the purposes of facilitating and expediting the purchase of and payment for goods and services acquired for legitimate business purposes.

5. **USE OF ACCOUNTS**: The State warrants and agrees that its policy shall limit the use of American Express Accounts to legitimate business purposes and that the State shall comply with such policy. In no event shall an American Express Account be used for any other purpose, including, but not limited to, personal, family or household purposes of any employee. The State shall notify in writing its employees of

this business purpose restriction to ensure that the American Express Accounts are used only for the legitimate business purposes of the State and to preclude Unauthorized Use.

“Unauthorized Use” is a use that (i) did not benefit either State or the Commercial Cardmember and (ii) was incurred by someone who is not the Commercial Cardmember or who did not have actual, implied or apparent authority to use the American Express Account.

“Commercial Cardmembers” means State employees and participating governmental entities who are approved by American Express and are designated and authorized by the State to incur expenses on its behalf.

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