



## AGREEMENT FOR AMERICAN EXPRESS® CARD ACCEPTANCE

This Agreement, effective as of the effective date indicated on the signature page hereof (*Effective Date*), is by and between **AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.**, a New York corporation, and **STATE OF OKLAHOMA**.

The parties agree as follows

### **1. Scope of this Agreement; Definitions and General Provisions**

a. Scope. This Agreement and our other policies and procedures (which we may amend from time to time) govern your acceptance of American Express® Cards in the United States.

b. Definitions.

*Affiliate* means, with respect to us, any entity that controls, is controlled by, or is under common control with us, including our subsidiaries, and, with respect to you, your participating State Entities set forth on Exhibit 1, as may be amended from time to time.

*Agreement* means this document, the accompanying Schedules, any Exhibits, and our other policies and procedures (which we may amend from time to time).

*American Express Card* and *Card* mean any card, account access device, or payment device bearing our or our Affiliates' Marks.

*Cardmember* means the person whose name appears on the Card.

*Charge* means a payment or purchase made on the Card. *Card Present Charge* means a Charge for which the Card is presented at the point of purchase. *Card Not Present Charge* means a Charge for which the Card is not presented at the point of purchase (e.g., Charges by mail, telephone, fax or the Internet), is used at unattended Establishments (e.g., customer activated terminals, called *CATs*), or for which the transaction is key-entered. *Disputed Charge* means a Charge about which a claim, complaint, or question has been brought.

*Chargeback* (sometimes called "full recourse" or "Full Recourse" in our materials), when used as a verb, means our reimbursement from you for the amount of a Charge subject to such right; when used as a noun means the amount of a Charge subject to reimbursement from you. *Immediate Chargeback* (sometimes called "Immediate Full Recourse" in our materials) means our right to Chargeback immediately and irrevocably without first contacting you or sending you an inquiry and for which you have no right to present any written response to dispute the Chargeback.

*Credit* means the amount of the Charge that you refund to Cardmembers for purchases or payments made on the Card.

*Establishments* means all of your and your Affiliates' locations, outlets, websites, online networks, and all other methods for selling goods and services, including methods that you adopt in the future.

*Establishment Number* (sometimes called the "merchant" or "SE" number in our materials) is the unique number we assign to your Establishment; if you have more than one Establishment, we may assign to each a separate Establishment Number.

*Judiciary* means the entities and offices of the Judicial Branch of Oklahoma Government with statutory or constitutional authority to enter into financial contracts.

*Marks* mean names, logos, service marks, trademarks, trade names, taglines, or other proprietary designations.

*State Entities* means your departments, agencies, institutions, offices, colleges, universities, school districts, counties, cities, other state agencies or units of local government, the District Court Clerks of the State of Oklahoma ("District Court Clerks"), and the Judiciary.

*We, our, and us* mean American Express Travel Related Services Company, Inc.

*You and your* mean State of Oklahoma, State Treasurer and its Affiliates.

Other defined terms appear in italics in the body of this Agreement.

c. List of Affiliates. Exhibit 1 contains a list of your State Entities participating in this Agreement, and you must promptly notify us in writing of any changes to that list, provided, that no Affiliate may be added or deleted without our prior consent.

d. For Your Use Only. This Agreement covers *only* you. You must not obtain Authorizations, submit Charges or Credits, or receive payments on behalf of any other party.

## **2. Accepting the Card**

a. Acceptance. You must accept the Card as payment for goods and services sold at all of your Establishments. You agree that Sections 2.a. through 2.d. are reasonable and necessary to protect the Cardmember's choice of which Card to use and that charge and credit Cards, including corporate Cards, are interchangeable.

b. Communicating Payment Methods. Whenever you communicate the payment methods you accept to customers, you must indicate your acceptance of the Card and display our Marks (including any Card application forms we may provide you) according to our guidelines and as prominently and in the same manner as any other charge, credit, debit, stored value or smart cards, account access devices, or other payment cards, services, or products (collectively, *Other Payment Products*).

c. Conduct with Cardmembers. You must not (i) try to dissuade Cardmembers from using the Card; (ii) criticize or mischaracterize the Card or any of our services or programs; (iii) try to persuade or prompt Cardmembers to use any Other Payment Products or any other method of payment (e.g., payment by check); (iv) impose any restrictions, conditions, or disadvantages

when the Card is accepted that are not imposed equally on all Other Payment Products; or (v) promote any Other Payment Products (except your own card that you issue for use solely at your Establishments) more actively than you promote the Card.

d. Other Conduct. You must not (i) engage in activities that harm our business or brand or (ii) indicate or imply that you prefer, directly or indirectly, any Other Payment Products over the Card.

e. Prohibited Uses. You must not accept the Card for: (i) damages, losses, penalties, or fines of any kind except as set forth below with respect to the District Court Clerks and the Judiciary; (ii) costs or fees over the normal price of your goods or services (plus applicable taxes and/or convenience fees, subject to Section 3.e.) or Charges that Cardmembers have not specifically approved; (iii) overdue amounts, or amounts covering returned or stop-payment checks; (iv) gambling services (including online gambling), gambling chips, or gambling credits; or lottery tickets; (v) adult digital content sold via Internet Electronic Delivery Transactions; (vi) cash; (vii) sales made by third parties or entities conducting business in industries other than yours; (viii) amounts that do not represent bona fide sales of goods or services at your Establishments, e.g., purchases at your Establishments by your owners (or their family members) or employees contrived for cash flow purposes; (ix) illegal business transactions; or (x) other items of which we notify you. You must not use the Card to verify your customer's age. The District Court Clerks and the Judiciary may accept the Card as payment for damages, losses, penalties, fines, and any other costs or charges that are authorized to be assessed or collected under Oklahoma law. In addition to accepting the Card for payment of "goods and services", as that term is used in this Agreement, we acknowledge that: (i) the business of the Oklahoma courts is not retail sales; (ii) the courts are engaged in government functions and are accepting payments related to governmental functions; and (iii) the courts, including the District Court Clerks, will confine acceptance of credit cards to bona fide transactions related to governmental functions.

f. Freedom From Outside Restraint. In order to protect the parties' respective freedom to contract with each other free of outside restraint, you will not enter into any agreement with any other acquirer, processor, issuer, or network of another brand of payment card that limits, directly or indirectly, either by a financial penalty or incentive, or otherwise, your freedom to contract with us at any merchant discount rate (or other financial term) to which the parties may seek to agree.

### **3. Submitting Charges and Credits to Us**

a. Currency and Charge Submissions. Your Establishments in the United States must submit Charges and Credits in U.S. dollars. You must submit all Charges to us within seven days of the date they are incurred, provided that you must wait to submit Charges until after you have shipped the goods or provided the services to the Cardmember.

b. Credit Submissions. You must submit Credits to us within seven days of determining that a Credit is due and create a record of Credit that complies with our requirements (*Credit Record*). You must not issue a Credit when there is no corresponding Charge. We will deduct the full amount of the Credit from our payment to you (or debit your Account, defined below), but if we cannot, then you must pay us promptly upon receipt of our invoice. You must submit all

Charges and Credits under the Establishment Number of the Establishment where the Charge or Credit originated.

c. Credit to Card Account. You must issue Credits to the Card account used to make the original purchase, unless it was made with a *Prepaid Card* (meaning Cards marked “prepaid” or bearing such other identifier as we may notify you) that is no longer available or unless the Credit is for a gift that is being returned by someone other than the Cardmember that made the original purchase, in which case you may apply your refund policy. Charges and Credits will be deemed accepted on a given business day if processed by us before our cut off for processing Charges and Credits for that day at the relevant location.

d. No Cash Refunds. You must not give cash refunds to Cardmembers for goods or services they purchase on the Card, unless required by law. Your refund policy for purchases on the Card must be at least as favorable as your refund policy for purchases on Other Payment Products or other payment methods. You must disclose your refund policy to Cardmembers at the time of purchase and in compliance with applicable law.

e. Convenience Fee Policy. You agree to abide by our Administrative Service/Convenience Fee Policy, which we may amend from time to time, and to notify each of your Affiliates of these requirements and to monitor each such Affiliate’s compliance with the same.

#### **4. Payment for Charges**

a. Currency and Payment Amount. We will pay you according to your payment plan in U.S. dollars for the face amount of Charges submitted from your Establishments in the United States, less (i) the Discount, (ii) any amounts you owe us or our Affiliates, (iii) any amounts for which we have Chargebacks, and (iv) any Credits you submit.

b. Discount, Fees and Discount Rate. The Discount is the amount we charge you for accepting the Card and will be: (i) a percentage (*Discount Rate*) of the face amount of Charges you submit a flat transaction fee, or a combination of both; and/or (ii) a monthly flat fee (*Flat Fee*) if you meet our requirements. Charges for which you have not obtained Authorization or that are not submitted electronically are subject to supplemental fees as indicated in this Agreement. Your initial Discount is indicated in this Agreement or otherwise provided to you in writing by us. In addition to your Discount, we may charge you additional fees and assessments as indicated in this Agreement. We may adjust any of these amounts and may change any other amount we charge you for accepting the Card as indicated in this Agreement upon sixty (60) days written notice to you. We may charge you different Discount Rates for Charges submitted by your Establishments that are in different industries. We will notify you of such fees and assessments and any different Discount Rates that apply to you.

c. Notice of Error or Omission. You must notify us in writing of any error or omission in respect of your Discount or other fees or payments for Charges, Credits or Chargebacks within ninety days of the date of the statement containing such claimed error or omission, or we will consider the statement to be conclusively settled as complete and correct in respect of such amounts.

d. Payments in Error. If we determine at any time that we have paid you in error, we may exercise Chargeback to recover such erroneous payment. If you receive any payment from us

not owed to you under this Agreement, you must immediately notify us (by calling our telephone service center) and your *Processor* (meaning your intermediary that we have certified for obtaining Authorizations from and submitting Charges and Credits to us) and return such payment to us promptly. Whether or not you notify us, we have the right to recover such amounts by sending you an invoice for the amount in error, which you must pay promptly and fully. We have no obligation to pay any party other than you under this Agreement.

e. Collecting from Cardmembers. You must not bill or collect from any Cardmember for any purchase or payment made on the Card unless we have exercised Chargeback for such Charge, you have fully paid us for such Charge, and you otherwise have the right to do so.

f. Billing Invoices. If required by statute, municipal law or regulation, we will provide you with an invoice for the amount due us (including our Discount), amounts subject to full recourse, and credits and refunds issued. You will promptly process the invoice and pay us (within 30 days) for the amount due. Otherwise, we will once a month debit your bank account (designated under the Electronic Pay program described in Schedule A, Section 4) for the amount due us (including our Discount). You shall provide billing information (mailing address, contact person, etc.) as requested by us.

## **5. Chargeback**

a. When Chargeback Applies. We have Chargeback rights: (i) whenever Cardmembers bring Disputed Charges, as described in Schedule A, paragraph 5, or have rights under law to withhold payments; (ii) in cases of actual or alleged fraud relating to Charges; (iii) if you do not comply with this Agreement (including omitting any Transmission Data from Charge submissions), even if we had notice when we paid you for a Charge that you did not so comply and even if you obtained Authorization for the Charge in question; or (iv) as provided elsewhere in this Agreement.

b. How We Chargeback. We may Chargeback by sending you an invoice, which you must pay promptly and fully. Our failure to demand payment does not waive our Chargeback rights.

## **6. Protective Actions**

You must provide to us promptly, upon request, information about your finances and operations, including your most recent certified financial statements, or, with respect to the District Court Clerks, your quarterly and year-end reports for the court funds and your monthly summary reports of collections and disbursements.

## **7. Notices**

a. Delivery and Receipt. Unless otherwise explicitly provided for herein, all notices hereunder must be in writing and sent by hand delivery; or by United States postal service, such as first class mail or third class mail, postage prepaid; or by expedited mail courier service; or by electronic mail (*e-mail*); or by facsimile transmission, to the addresses set out below. Notices will be deemed received and effective as follows: If hand-delivered, upon delivery; if sent by e-mail or facsimile transmission, upon sending; if mailed, upon the earlier of (i) receipt or, (ii) three (3) days after being deposited in the mail, if mailed by first class or ten (10) days after being deposited in the mail if mailed by third class. If the addressee provided for below rejects

or otherwise refuses to accept the notice, or if the notice cannot be delivered because of a change in address for which no notice was appropriately given, then notice is effective upon the rejection, refusal or inability to deliver.

b. Our Notice Address. Unless we notify you otherwise, you will send notices to us at:

American Express Travel Related Services Company, Inc.  
P.O. Box 53773  
Phoenix, AZ 85072  
Attn: Department 87  
E-mail: [American.Express.Contract.Keying@aexp.com](mailto:American.Express.Contract.Keying@aexp.com)  
Fax: (602) 744-8413  
Tel: (800) 528-5200

With a copy to:

American Express Travel Related Services Company, Inc.  
3 World Financial Center  
200 Vesey Street, 49<sup>th</sup> Floor  
New York, NY 10285  
Attn: General Counsel's Office / ES Practice Group  
Fax: (212) 640-0361

and

American Express Travel Related Services Company, Inc.  
1861 Brown Blvd. #659  
Ragina Ireland  
Fax: 1 800 710-9429

c. Your Notice Address. You must notify us immediately of any change in your notice address. Unless you notify us otherwise, we will send notices to you at:

Office of the Oklahoma State Treasurer  
Attention: Director of Banking Services  
State Capitol Building, Room 217  
2300 N. Lincoln Blvd.  
Oklahoma City, OK 73105

With a copy to:

State of Oklahoma  
Assistant Attorney General  
Office of Attorney General  
313 N.E. 21<sup>st</sup> St.  
Oklahoma City, Oklahoma 73105  
Attn: Janis W. Preslar  
E-mail: [jan.preslar@oag.ok.gov](mailto:jan.preslar@oag.ok.gov)  
Fax: 405-522-4536

8. [Intentionally omitted]



## 9. Term and Termination

a. Effective Date/Termination Date/Termination for Convenience. This Agreement begins on the Effective Date and continues for a period of three years (*Initial Term*), provided however, that either party may terminate this Agreement upon thirty (30) days' written notice to the other party. After the Initial Term, this Agreement will remain in effect for successive one year periods (*Renewal Terms*) unless terminated by either party upon thirty (30) days' written notice to the other party.

The Oklahoma Supreme Court may terminate the Agency Participation Agreement of any District Court Clerk or of the Judiciary on thirty (30) days' written notice to the Oklahoma State Treasurer, and American Express Travel Related Services Company, Inc., and the affected District Court Clerk or the Judiciary. Notice will be given in the manner specified in this Agreement or the Agency Participation Agreement of the affected State Entity.

b. Grounds for Termination. In addition to the termination rights listed in Section 9.a. above, in the event that you engage in any activities that harm our business or brand, without waiving our other rights and remedies, we can terminate this Agreement immediately upon notice to you. In the event that we determine or have reason to believe, in our sole discretion, that you are involved (or knowingly participate or have participated) in a fraudulent or illegal business activity, we can terminate this Agreement immediately without prior notice to you. This Agreement is a contract to extend financial accommodations, and if bankruptcy or similar proceedings are filed with respect to your business, then this Agreement will terminate automatically.

c. Termination for Breach. In the event a party commits a material breach of this Agreement (other than as specified in the preceding subsection), without waiving its other rights and remedies, the other party has the right to send the breaching party a notice specifying the breach and providing the breaching party an opportunity to cure the breach within a period of time no less than thirty days (*Cure Period*). If the breach is not cured within the Cure Period, then the non-breaching party has the right to terminate this Agreement by notice to the breaching party, with termination to be effective not less than ten days following the end of the Cure Period.

d. Post-Termination. If this Agreement terminates, without waiving our other rights and remedies, we may send you an invoice for any amounts owed to us and our Affiliates, which you must pay promptly and fully. If any amounts remain unpaid, then you and your successors and permitted assigns will remain liable for such amounts and will pay us within thirty days of request. You must also remove all displays of our Marks, return our materials and equipment immediately, and submit to us any Charges and Credits incurred prior to termination.

e. Surviving Provisions. The terms of all of Sections 1, 5, 6, 9, 10, and 11 and paragraphs 1.b., 5, and 6 of Schedule A will survive termination of this Agreement. Our right of direct access to the Account will also survive until such time as all credits and debits permitted by this Agreement, and relating to transactions prior to the effective date of termination, have been made.

## 10. Dispute Resolution

a. Asserting a Claim. All Claims arising out of or in connection with this Agreement will be resolved, upon your or our election, in accordance with this section. *Claim* means any claim (including initial claims, counterclaims, cross-claims, and third party claims), dispute, or controversy between you and us arising from or relating to this Agreement, or the relationship resulting from this Agreement, whether based in contract, tort (including negligence, strict liability, fraud, or otherwise), statutes, regulations, or any other theory, including any question relating to the existence, validity, performance, construction, interpretation, enforcement or termination of this Agreement or the relationship resulting from this Agreement. In the event of any Claim, you and we will use reasonable efforts to settle the Claim. To this effect, the party asserting the Claim will provide notice thereof to the other party, and they will meet and negotiate with each other and, recognizing their mutual interests, attempt, in good faith, to reach a solution satisfactory to both parties. If they do not reach a solution within a period of sixty days from the first meeting of the parties in negotiation, then the parties will attempt to settle the Claim through mediation, as described in subsection b. below.

b. Mediation. Any Claim that has not been resolved pursuant to subsection a. above will be resolved, upon the election by you or us, through mediation administered by an entity or organization located in Oklahoma City, Oklahoma or as otherwise mutually agreed upon by the parties. The parties will share equally in the costs of mediation. If they do not reach a solution within a period of sixty days from the first meeting of the parties in mediation, then either party may seek to resolve the Claim through litigation in accordance with Section 11.e below.

c. Injunctive Relief. Injunctive relief sought to enforce the confidentiality provisions of this Agreement will not be subject to the requirements of this section. This section is not intended to, and does not, substitute for our ordinary business practices, policies, and procedures, including our rights to Chargeback.

d. Confidential Proceedings. To the extent permitted by law, all offers, promises, conduct, and statements, whether written or oral, made in the course of the negotiations or mediations by either party, its agents, employees, experts or attorneys, or by the mediator, are confidential, privileged, and inadmissible for any purpose, including impeachment or estoppel, in any litigation or proceeding involving any of the parties or non-parties, provided that evidence that is otherwise admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the negotiation or mediation.

## 11. Miscellaneous

a. Confidentiality. To the extent permitted by law, each party must keep confidential and not disclose to any third party the terms of this Agreement and any information that it receives from the other party that is not publicly available, except as provided in the following sentence. If such information is subject to disclosure pursuant to an order, decree, subpoena or other validly issued judicial, administrative or regulatory process (including through requests for information or by oral questions), the receiving party will use commercially reasonable efforts to promptly notify the other party of such request or requirement so that such other party may seek to avoid or minimize the required disclosure and/or to obtain an appropriate protective order or other appropriate relief to ensure that any information so disclosed is maintained in confidence to the maximum extent possible by the agency or other person receiving the disclosure. In addition, the



receiving party will use its commercially reasonable efforts, in cooperation with the other party or otherwise, to avoid or minimize the required disclosure and/or to obtain such protective order or other relief to protect the information.

We may, from time to time, have access to or encounter your court or case materials, data, papers, or records that are required by state or federal law to be kept confidential (*Case Data*). Some of the materials are highly protected from disclosure by state and federal law. The Oklahoma Supreme Court, the Administrative Office of the Courts (*AOC*), the District Court Clerks and the Judiciary retain all discretion over disclosure of all such Case Data, and we will treat all such Case Data as protected, private, and confidential. We shall not, directly or indirectly, publish, disseminate, or otherwise disclose, deliver, or make available any Case Data outside our organization. If we are presented with a request for such Case Data, including but not limited to an Oklahoma Open Records Act request, we will use commercially reasonable efforts to forward the request directly to the Oklahoma Supreme Court, AOC, District Court Clerks, or the Judiciary, as applicable. If we become aware of a breach of your confidential information, we will use commercially reasonable efforts to provide you with notice of such breach. Each party will comply with any state and federal data security laws and regulations that may be applicable to it.

If we become aware of a breach or violation of the confidentiality or data security requirements imposed by this Agreement, as amended or as imposed by state or federal law with regard to your Case Data, we will fully investigate and document each such breach or violation. We will use commercially reasonable efforts to promptly and directly notify you of each such breach and each such violation without demand. With regard to each such breach and each such violation relating to your Case Data, unless otherwise prohibited by law, regulation or contract with our Cardmembers, we agree to use commercially reasonable efforts to promptly provide you with information necessary to enable you to comply with security breach notification laws to which you may be subject.

b. Proprietary Rights and Permitted Uses. Neither party may issue any press release or make any public announcement about this Agreement or the other party without the other party's prior written consent. Notwithstanding anything to the contrary, neither party has any rights in the other party's Marks, nor may one party use the other party's Marks without its prior written consent. Any information about Cardmembers and Card transactions, including the names, addresses, account numbers, and Card Identification Numbers (*CIDs*) (collectively, *Cardmember Information*) are confidential to us and are our and/or our third party licensees' sole property. Except as otherwise specified, you must not disclose Cardmember Information, nor use it other than to facilitate Card transactions in accordance with this Agreement. The District Court Clerks and the Judiciary may refuse to display or transmit any promotional or advertising materials and may refuse to participate in any publicity, promotional, or advertising program, campaign, activity, or effort that the Oklahoma Supreme Court deems, in its sole discretion, to be or to appear to be an endorsement of any business or other entity or services or to create even the appearance of impropriety, provided that this shall not constitute a waiver of your obligations under Section 2 of this Agreement. The Oklahoma Supreme Court may delegate its authority and discretion to approve or disapprove such materials or activities to the AOC.

c. Representations and Warranties. Each party represents and warrants to the other party that:  
(i) it is a sophisticated business, has negotiated individually each of the material provisions of

this Agreement on an arm's length basis with the advice of competent counsel, in order to meet the respective needs of each party, and that no ambiguity in the drafting of this Agreement shall be construed against the drafter. (i) it is duly qualified and licensed to do business in all jurisdictions in which it conducts business; (ii) it has full authority and all necessary assets and liquidity to perform its obligations and pay its debts hereunder as they become due; (iii) there is no circumstance threatened or pending that might have a material adverse effect on its business or its ability to perform its obligations or pay its debts hereunder; and (iv) the individual who signs this Agreement on behalf of a party has the authority to bind that party to this Agreement. You further represent and warrant to us that: (v) you are authorized to enter into this Agreement on behalf of your Establishments and Affiliates, including those indicated in this Agreement; (vi) you are not listed on the United States Department of Treasury, Office of Foreign Assets Control, Specially Designated Nationals List; (vii) you have not assigned to any third party any payments due to you under this Agreement; (viii) all information that you provided in connection with this Agreement is true, accurate, and complete; and (ix) you have read this Agreement and kept a copy for your file. If any of your representations or warranties in this Agreement becomes untrue, inaccurate, or incomplete at any time, we may immediately terminate this Agreement in our discretion.

d. Compliance with Laws. Each party will comply with all applicable laws, regulations, and rules. We understand that the District Court Clerks and the Judiciary are charged with and remain uniquely responsible for upholding the state and federal constitutions and other state and federal laws. Therefore, neither this Agreement nor any Agency Participation Agreement executed hereunder shall be construed to require any District Court Clerk or the Judiciary to perform, direct, authorize, or participate in any act that causes any of them, individually or as an organization, to violate those laws or the rights of the citizens, consumers, or card-holders under those laws.

e. Governing Law; Jurisdiction. This Agreement and all Claims shall be governed by and will be construed and enforced according to the laws of the State of Oklahoma without regard to internal principles of conflicts of law. Any action by either party will be brought in the appropriate federal or state court located in the State of Oklahoma.

f. Interpretation. In construing this Agreement, unless the context requires otherwise: (i) the singular includes the plural and vice versa; (ii) the term "or" is not exclusive; (iii) the term "including" means "including, but not limited to;" (iv) the term "day" means "calendar day"; (v) any reference to any agreement (including this Agreement), instrument, contract, policy, procedure, or other document refers to it as amended, supplemented, modified, suspended, replaced, restated, or novated from time to time; and (vi) all captions, headings, and similar terms are for reference only.

To the extent that this Agreement or any addendum, amendment, or Agency Participation Agreement executed hereunder constitutes a waiver of sovereign immunity or consent to suit by a State Entity, such waiver or consent shall be construed to the extent necessary to effectuate the purposes of the Agreement, and for no other purposes.

g. Assignment. You may not assign this Agreement without our prior written consent. We may assign this Agreement to our Affiliates without your consent. Except as otherwise specified

herein, this Agreement binds, and inures to the benefit of, the parties and their respective successors and permitted assigns.

h. Waiver; Cumulative Rights. Either party's failure to exercise any of its rights under this Agreement, its delay in enforcing any right, or its waiver of its rights on any occasion, will not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights will constitute a waiver thereof. No waiver of any term of this Agreement will be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. All rights and remedies of the parties are cumulative, not alternative.

i. Savings Clause. If any term of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, that term will be replaced by an enforceable term most closely reflecting the parties' intentions, with the balance of the Agreement remaining unaffected.

j. Amendments. Except as specifically indicated herein, any amendment to this Agreement must be in writing and duly signed by both parties.

k. Entire Agreement. This Agreement is the entire agreement between you and us regarding the subject matter hereof and supersedes any previous agreements, understandings, or courses of dealing regarding the subject matter hereof.

l. Counterparts and Facsimile Versions. The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other party.

m. No Third-Party Beneficiaries. This Agreement does not, and is not intended to, confer any rights or benefits on any person that is not a party hereto or is not a participating State Entity listed in Exhibit 1, and none of the provisions of this Agreement will be enforceable by any person other than the parties hereto, or a participating State Entity listed in Exhibit 1, their successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of this 1<sup>st</sup> day of December, 2008.

**AMERICAN EXPRESS TRAVEL RELATED  
SERVICES COMPANY, INC.**

By: \_\_\_\_\_

Kim Goodman  
Executive Vice President  
Merchant Services North America  
Industry: Government

**STATE OF OKLAHOMA**

By: \_\_\_\_\_

Scott Meacham  
State Treasurer