

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://gsd.mt.gov/>

T.C. #: SPB12-2190V
Title: Fuel and Fleet Maintenance Card Management Services
This is an exclusive contract.

CONTRACT TERM	FROM	January 1, 2013	CONTRACT STATUS	NEW (x)
	TO	December 31, 2016		RENEW ()
VENDOR ADDRESS	Wright Express Financial Services Corp. 7090 South Union Park Center, Ste. 350 Midvale UT 84047		ORDER ADDRESS	
ATTN:	Denise Baumgart		ATTN:	
PHONE:	913-538-6784		PHONE:	
FAX:	N/A		FAX:	
E-MAIL:	Denise_Baumgart@wrightexpress.com		E-MAIL:	

PRICES: Per Contract Agreement
DELIVERY: Per Contract Agreement
F.O.B.: Per Contract Agreement
TERMS: Per Contract Agreement

REMARKS:

IFB/RFP No.: RFP12-2190V	Rick Dorvall, CONTRACTS OFFICER 	DATE: 10/22/2012
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AUTHORIZED SIGNATURE

FUEL AND FLEET MAINTENANCE CARD MANAGEMENT SERVICES
CONTRACT NO. SPB12-2190V

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana, Department of Administration, General Services Division, ("State"), whose address and phone number are 125 North Roberts St., Mitchell Building Room 165, 406-444-2575 and Wright Express Financial Services Corporation, ("Contractor"), whose address and phone number are 7090 South Union Park Center, Suite 350, Midvale, UT 84047 and 888-842-0075.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on January 1, 2013, and terminate on December 31, 2016, unless terminated earlier in accordance with the terms of this contract.

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in two-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of ten years.

3. COOPERATIVE PURCHASING

Under Montana law, Public Procurement Units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. "Public Procurement Units" are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

4. EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring services. This contract is considered to be an "Exclusive" use contract and executive branch state agencies must obtain the specified service from the contract holder(s), unless the contract allows otherwise. However, the State Procurement Bureau does not guarantee any minimum usage totals, and it is the individual agency's responsibility to comply with the terms of the contract. The use of this contract by the Montana University System is optional.

5. SERVICES AND/OR SUPPLIES

Contractor agrees to provide to the State the following: Fleet Maintenance and Fuel Card Management Services per contract, all specifications in RFP12-2190V and Contractor's RFP response.

6. CONSIDERATION/PAYMENT

6.1 Payment Schedule. In consideration for the Fleet Maintenance and Fuel Card Management Services to be provided, the State shall pay according to the following schedule: Net 30 calendar days after the invoice date appearing on a properly submitted invoice.

6.2 Withholding of Payment. The State may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract. Such withholding cannot be greater than the additional costs to the State caused by the lack of performance.

7. TERM CONTRACT REPORTING

Contractor shall furnish annual reports of term contract usage at the end of each contract year. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due July 31, 2013.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

8. ACCESS AND RETENTION OF RECORDS

8.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA)

8.2 Retention Period. The Contractor agrees to create and retain records supporting the fuel and fleet maintenance card management services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

9. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

10. HOLD HARMLESS/INDEMNIFICATION

The Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

11. REQUIRED INSURANCE

11.1 General Requirements. The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

11.2 Primary Insurance. The Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project

or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

11.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products, and completed operations; and premises owned, leased, occupied, or used.

11.4 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

11.5 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages, has been received by the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

12. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135, upon expiration.

13. COMPLIANCE WITH LAWS

The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

14. CONTRACT TERMINATION

14.1 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

14.2 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

15. LIAISON AND SERVICE OF NOTICES

All project management and coordination on behalf of the State shall be through a single point of contact designated as the State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed pursuant to this contract shall be coordinated between the State's liaison and the Contractor's liaison.

Rick Dorvall will be the liaison for the State.
125 N. Roberts St. Mitchell Building, Room 165
Helena, MT 59620
Telephone: 406-444-3366
Fax: 406-444-2529
E-mail: rickdorvall@mt.gov

Denise Baumgart will be the liaison for Contractor.
7090 South Union Park Center, Suite 350
Midvale, UT 84047
Telephone: 913-538-6784
Cell Phone: 913-393-3208
E-mail: denise_baumgart@wrightexpress.com

The State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

16. MEETINGS

The Contractor is required to meet with the State's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the State in the performance of their respective obligations, at no additional cost to the State. Meetings will occur as problems arise and will be coordinated by the State. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

17. CONTRACTOR PERFORMANCE ASSESSMENTS

The State may do assessments of the Contractor's performance. This contract may be terminated for one or more poor performance assessments. Contractors will have the opportunity to respond to poor performance assessments. The State will make any final decision to terminate this contract based on the assessment and any related information, the Contractor's response and the severity of any negative performance assessment. The Contractor will be notified with a justification of contract termination. Performance assessments may be considered in future solicitations.

18. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated, for any reason, the Contractor must provide for a reasonable period of time after the expiration or termination of this project or contract, all reasonable transition assistance requested by

21. EXECUTION

The parties through their authorized agents have executed this contract on the dates set out below.

STATE OF MONTANA

Department of Administration
125 N. Roberts St., Room 165
Helena, MT 59620

Wright Express Financial Services
Corporation
7090 S. Union Park Center, Suite 350
Midvale, UT 84047
FEDERAL ID # 84-1425616

BY: Janet B. Kelly Director
(Name/Title)

BY: Kirk S. Wink / President CEO
(Name/Title)

Janet B. Kelly
(Signature)

Kirk S. Wink
(Signature)

DATE: 10/23/12

DATE: 10/16/12

Approved as to Legal Content:

Mike Moran 10/5/12
Legal Counsel (Date)

Approved as to Form:

[Signature] 10/5/12
Procurement Officer (Date)
State Procurement Bureau

[Signature] 10-9-12
State CIO (Date)

Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

the State, to allow for the expired or terminated portion of the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of the termination.

19. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

20. SCOPE, AMENDMENT, AND INTERPRETATION

20.1 Contract. This contract consists of 15 numbered pages, Additional Terms and Conditions, Exhibits A and B, RFP #12-2190V as amended and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is in the same order.

20.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

ADDITIONAL TERMS AND CONDITIONS FOR GOVERNMENT FLEETS

The parties agree to the below terms:

1. Definitions. The below words have the following meanings:

"Account(s)" means the charge card credit line extended to Company by Issuer. An Account may be evidenced by a plastic Card or an account number.

"Account User" means Company or any other entity or individual authorized by Company to use Account or Cards.

"Agreement" means this Fleet Business Charge Card Agreement.

"Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.

"Card" means a charge card provided by Issuer which is used to access Company's Account.

"Controls" are a set of authorization tools designed to assist Company with managing purchases.

"Company" means the governmental entity that has applied for, or accepted an Account with Issuer.

"DIN", "DID" or "PIN" means the identification number associated with an Account User or Card.

"Issuer" means Wright Express Financial Services Corporation.

"Participating Entity" means the entities that are permitted by Montana law including but not limited to all departments, agencies and political subdivisions of the State to participate under this Agreement.

"Transaction" means the use of a Card or Account to buy goods or services at accepting merchants.

"Unauthorized Transaction" means a Transaction made on a Card or Account by any person or entity other than an Account User.

2. Credit Limits and Accounts.

2.1. Issuer may, in its sole discretion, extend credit, establish Accounts and/or issue Cards under this Agreement. Issuer may at any time, investigate the financial condition of Company or, as applicable, its subsidiaries and affiliates. Issuer agrees to access the State's financial information through the State's official website. The audited financial statements shall have been prepared in accordance with generally accepted accounting principles, consistently applied and shall be in accordance with the books and records of Company. In addition, upon request, Company shall provide, in a timely manner, such other current financial information as Issuer may request.

2.2. Account Users can make purchases on the Account up to the credit limit that is assigned by Issuer. The credit limit for each billing account appears on the billing statement. Company agrees not to exceed its total credit limit. Issuer may change the credit limit of an Account User or the Company without prior notice. If Issuer permits or has previously permitted Company to exceed its credit limit, it does not mean that Issuer will permit Company to exceed its credit limit again.

2.3. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion and specifically in the event that: (i) any balance is past due; and/or (ii) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the credit limit. Company shall, immediately upon request, pay the amount over the limit and any associated fees or the entire balance due on the Account. Nothing contained in this Agreement prevents Company or an Account User from requesting an increase or decrease of the credit limit.

2.4. Company shall designate its Account Users as well as those contacts authorized to: (i) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive other Account information; and (v) select additional products and/or services that may be offered. Company will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer's customer service department or through Issuer's online system. Company remains liable for any unauthorized use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Company's behalf. Unless Company reports any errors in Account information or Cards within three (3) business days of receipt, Issuer is entitled to rely on that information for servicing the Account.

2.5. Company is responsible for notifying Issuer of any revocation of any Account User's authority to use or access its Accounts, Cards or, as applicable, DINs and Company shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Issuer. Company agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. Company assumes all risk if Company chooses to leave a Card at a merchant for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card. Company agrees to keep DINs confidential and to provide for its employees or Account Users to not disclose any DIN. If Account Users or other employees disclose a DIN or write a DIN on a Card, then Company is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

2.6. All Cards will be valid through the expiration date listed on the Card unless the Card has been suspended or terminated. Company will automatically receive new Cards prior to the expiration date of their current Cards unless this Agreement is terminated.

2.7. Accounts and Cards will only be used for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes. Company shall adopt internal policies and controls to ensure that the Accounts and Cards are used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. Company agrees that Company's use of Cards or Accounts is deemed acceptance by Company of this Agreement's terms. All Cards or Account numbers provided remain the property of Issuer and shall be returned to Issuer or destroyed upon our request.

2.8. Issuer is not responsible in the event a merchant does not accept or honor a Card or Account number as payment.

2.9. Company may purchase dyed special fuel using its Account or Cards. Company acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Company understands that it may be subject to fines or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. Issuer is not liable in any way for any misuse or mishandling by Company of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Company's dyed special fuel purchases without prior authorization from Company.

2.10. The Company hereby elects to allow its Participating Entities (Public Procurement Units) to participate under this Agreement. Company is not responsible for payment to Issuer for the individual Participating Entities (Public Procurement Units).

All purchases made on Cards issued to Company's subsidiaries and affiliates and/or their respective representatives will be included in the rebate calculation to Company. Prior to participating in the Program, each subsidiary will be required to acknowledge their agreement to the terms of this Agreement in writing through the completion of an account request form. Issuer shall not share account information among the participating subsidiaries and affiliates. Information regarding subsidiary or affiliate account information may only be shared with the Company.

3. Controls. Company may request that Controls be applied to its Account(s).

3.1. The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant, and as such, Issuer is not responsible for inappropriate product code assignment. In addition, some Controls are not enforceable at island card readers.

3.2. Default Control values will be assigned by Issuer unless Company makes its own election(s) through the online product. More detailed information related to Controls and their limitations is available through the online product. Issuer is not responsible for the prudence of any particular Control level selected by Company. Issuer shall use reasonable efforts to deny requests

for Transaction authorizations that fall outside the selected Control parameters. Company remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Issuer. The existence and/or use of Controls will not affect Company's liability for Unauthorized Transactions.

3.3. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization. Issuer may, in its sole discretion, at any time, without prior notice modify Controls for the purpose of, among others, aiding in the prevention of suspected fraudulent activity. Issuer will notify Company after any modification is made. Company agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4. Reports. Issuer provides transaction data for each Account to the Company as transmitted by merchants. Company is responsible for reconciling that data. Issuer is not liable in connection with the accuracy or completeness of any specialty reports, management reports, data services or other information services provided to Company because that data is based upon third party information. In addition, Company understands that in the event an error is identified in a report, such as incorrect product code, Company is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.

5. Payment Promise.

5.1. Company agrees to pay and/or perform, as the case may be, when due all indebtedness, obligations and liabilities of Account(s) established pursuant to this Agreement of every kind, nature and character whatsoever, including, without limitation: (i) fees listed on the attached fee schedule; (ii) all amounts payable for Transactions on each Card or each Account; (iii) any and all costs (including reasonable attorneys' fees) incurred in enforcing its obligations in this Agreement; and (iv) all obligations, covenants, and agreements in this Agreement.

5.2. Payment is due in full twenty six (26) calendar days from the billing date appearing on the invoice. If the payment due date falls on a non-Business Day, payment is due on the Business Day before the payment due date. Additional early pay incentive of one half basis point per day (0.005%) for each day paid early.

5.3. Some customers, based upon Issuer's credit review, may be required to make payment more frequently or Company may elect a shorter billing or payment cycle.

5.4 Issuer shall pay financial incentives to Company in accordance with the terms and conditions set forth in Exhibit A attached hereto and incorporated by reference.

6. Late Fees. Per MCA 17-8-242, a State of Montana agency shall pay simple interest at the rate of 0.05% each calendar day on any past due amounts if the agency fails to make payment:

Issuer will begin to assess late fees on the first day following the date a payment is due and is not posted to the Account. The late fee will be calculated by determining the total balance due on the date the Account becomes delinquent by adding the total amount due on Company's Account on the payment due date with any purchases posted to Company's Account from the end

of the last billing cycle through the payment due date and subtracting from that amount any payments and/or credits entered during that period. The total balance due will then be multiplied by the applicable periodic rate to determine Company's late fee. In the event that the calculated late fee is less than ten dollars (\$10.00), a minimum late fee of ten dollars (\$10.00) will be charged. Additional early pay incentive of one half basis point per day (0.005%) for each day paid early.

7. Application of Payments and Early Payments. Payments will be applied first to unpaid late fees and then to any unpaid balances. Company or an Account User, as applicable, may pay their Account balance or a portion of it, at any time prior to its due date without penalty.

8. Disputed Amounts.

8.1. Company shall use its best efforts to resolve business-to-business purchase disputes directly with the relevant merchant such as disputes arising out of quality, warranty, or performance issues.

8.2. Company may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) Company does not believe it is liable for that amount. Charges must be disputed in writing no later than sixty (60) days from the billing date or they will be considered final and binding. Pending an investigation, Issuer may provide a temporary credit for the amounts paid that are in dispute. If Issuer determines that the amount is properly payable by Company, then Issuer will, as applicable, reverse any temporary credits issued or Company will remit such amount to Issuer as part of the payment for the next invoice. No fees (including interest, finance charges, or late fees) will accrue because the disputed amount is pending resolution, although such fees may be imposed retroactively if it is determined that the amount was properly payable and it is rebilled and not paid by the payment due date. Transactions made at an island card reader where the Company or Account User did not obtain a receipt at the time of sale are not eligible for dispute.

8.2. Certain Transactions in dispute may qualify for charge back to the merchant due to fraud or other circumstances in which the merchant may be liable. Issuer shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. Any accepted charge back will be credited to the relevant Account. The Company will be liable for the Transaction if the disputed item cannot be charged back to the merchant.

9. Notice of Loss, Theft or Unauthorized Use. In the event that Company or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Company would like to terminate an Account User, Issuer must be immediately notified by calling 1-800-492-0669.

10. Unauthorized Use and Unauthorized Transactions.

10.1. Except as otherwise expressly provided below, Company will be liable to Issuer for all unauthorized use or Unauthorized Transactions that occur if: (i) a Card is lost or stolen and Company does not give immediate notice to Issuer as provided in Section 9 of this Agreement; ii) such use or suspected use

occurs as a result of the Company's lack of reasonable security precautions and controls surrounding the Cards or Accounts; or (iii) such use results in a benefit, directly or indirectly, to the Company or Account User. Misuse by an Account User or other employee does not constitute unauthorized use or an Unauthorized Transaction.

10.2. If Company has ten (10) or fewer Cards issued to it for use by Company's Account Users or employees, Company's liability for Unauthorized Transactions will be limited as provided in the Truth in Lending Act and implementing federal regulations (currently \$50.00).

11. Term and Termination.

11.1. Contract Term. This contract shall take effect on January 1, 2013, (or upon contract execution) and terminate on December 31, 2016, unless terminated earlier in accordance with the terms of this contract.

11.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in two-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of ten years.

11.3 Termination for Cause. The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

11.4 Reduction of Funding. The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

11.5. Issuer may, at any time, elect to terminate products or services described in this Agreement or on any enrollment upon thirty (30) days prior written notice to Company.

12. Default.

12.1. A party to this Agreement may terminate this Agreement at any time upon the default of the other party. "Default" means: (i) the failure of the Company to remit payment to Issuer in accordance with the terms of this Agreement; (ii) exceeding Company's credit line; (iii) the breach by either party of this Agreement, provided the breach is not remedied within 15 days of the defaulting party's receipt of written notice from the other party specifying the breach; (iv) the representation or warranty by either party of any facts in connection with this Agreement that prove to have been materially incorrect or misleading when the representation or warranty was made; (v) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of either party; (vi) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vii) the entry of any adverse judgment, order or award against either party that has a material adverse impact on the financial condition of either party or a detrimental effect on the ability of either party to perform its obligations; or (viii) the default by Company under any other agreement between Company and Issuer.

12.2. If Company Defaults: (i) it will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable; (iii) Issuer may terminate this Agreement; and (iv) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. Alternatively, Issuer may, in its sole discretion: (i) suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise.

13. Force Majeure.

13.1. In no event shall either party be liable to the other party for any failure or delay in performance wholly or in part due to causes or circumstances beyond its reasonable control and without its fault or negligence including, but not limited to the following: Acts of God; acts of the public enemy; civil disturbance; war; acts of the United States of America or any state, territory or political division of the United States of America; fires; floods; natural disasters; pandemic or epidemic events, regional, statewide, or nationwide strikes, or any other general labor dispute not specific to that party; communication line failures; and/or freight embargoes (collectively "force majeure"). A party's failure to perform its obligations under this Agreement due to force majeure events will not be considered breach or Default if the party has made its best efforts to: (i) comply with its obligations; (ii) avoid an interruption of its performance; and (iii) resume its performance.

13.2. The party claiming a failure or delay in performance under this Agreement due to force majeure must promptly notify the other party in writing. In the event that any such force majeure failure or delay continues for a period of more than ten (10) business days, the other party may, upon written notice to the other party, have the option of terminating this Agreement without incurring additional liability.

14. Assignment and Amendment.

14.1. The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

14.2. This Agreement may be amended or modified only through a subsequent written Amendment signed by both parties.

15. Covenants.

15.1. The parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable agreement of each party, and its execution and performance of this Agreement: (i) does not constitute a breach of any agreement of either party with any other party, or of any duty arising in law or equity; (ii) does not violate any law, rule or regulation applicable to it; (iii) is within the party's corporate powers; and (iv) has been

authorized by all necessary corporate action of the parties. Company agrees to provide any evidence of corporate (or other organizational) existence and authorization that Issuer may reasonably request.

15.2. Company will provide Issuer with advance written notice of: (i) any change in Company's legal structure or legal name; (ii) any consolidation, merger or sale of a substantial part of Company's assets; or (iii) any change of control of Company.

Issuer reserves the right to make any necessary modifications to the Account terms based upon changes made by Company as referenced above.

15.3. As part of Issuer's commitment to customer service, its managers periodically will monitor telephone communications between its employees and its customers to ensure that high quality service standards are maintained. Company consents to that monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

16. Severability and Waivers. If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties. Failure of either party to exercise any of its rights under this Agreement in a particular instance will not be construed as a waiver of those rights or any other rights for any other purpose. Company waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

17. Disclaimers and Limitations.

17.1. Except if otherwise provided in the contract, Issuer is not liable for any loss sustained by any party resulting from any act, omission or failure to act by Issuer, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement, or otherwise, unless the loss is caused by Issuer's negligence or willful misconduct. Issuer's liability under this Agreement shall only be limited to actual damages incurred by Company as a direct result of Issuer's negligence or willful misconduct.

17.2. Except as otherwise required under law, Issuer makes no warranty with respect to goods, products or services purchased on credit through Issuer. Issuer further disclaims all warranties with respect to goods, products and services purchased with a card, including, without limitation, the implied warranty of merchantability.

17.3. Company acknowledges and agrees that fraud control or purchase restriction measures available for use by Company have certain operational limitations. Company is responsible for carefully reviewing and understanding these limitations which are made available online to the fleet customers. Issuer shall be responsible for the failure of a control or alert if such failure were the direct result of Issuer's negligence or willful misconduct in implementing fraud control or purchase restriction measures Issuer has expressly agreed in writing to undertake for Company.

18. Applicable and Conflicting Law.

18.1. RESERVED

18.2. If either party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected party shall give the other party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected party is unable to perform due to the notice given by the state or federal regulatory body.

19. Notices. Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth in the application for credit or at such other address as the parties may indicate from time to time. In addition to the notice methods provided above, the parties agree that a communication: (i) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or (ii) by e-mail to or from an address normally used by an Account User for business communications shall be considered to be a "writing" and to be "signed" by the party transmitting it for all purposes. The parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The parties agree that a photocopy or printed copy of a facsimile or e-mail constitutes the "best evidence" and an "original" of such a writing.

20. Confidentiality.

20.1 RESERVED

21. Relationship of the Parties. Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between Issuer and Company. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent for the other party.

22. Compliance with Applicable Laws:

22.1 Customer Identification Compliance. Issuer complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

22.2 Data Privacy and Business Continuity. WEX FSC as the issuer of credit to Company, is subject to certain laws governing the protection of Company's information and the information of their employees and Account Users using the program. As such, WEX FSC shall provide its credit services to Company in accordance with applicable laws and standards to protect and keep confidential such information. In doing so, WEX FSC shall maintain an information security plan and business continuity

plan to help ensure that its systems are maintained in accordance with banking standards and regulations applicable to the information being held by WEX FSC.

23. International Use of Cards/Currency Conversion.

23.1. Cards are issued for use by Company's United States based operations, but may be used in Canada. Company may not distribute Cards to employees based in countries other than the United States. If Cards are used in any other country other than the United States, Company will: (i) be billed in US Dollars; (ii) receive reporting in English; and (iii) accept the currency conversion fee as reflected in Issuer's Fee Schedule.

23.2. Issuer will convert any purchase made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international Transactions is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time.

24. Additional Products and Card Features. Company may elect to enroll in or use additional products or features that are offered by Issuer or approved vendors of Issuer. Company understands that additional terms of use for such products or features, including any associated fees may apply and will be provided to Company prior to enrollment.

24.1. Online Products: Certain products and services may be accessed by Company or Account Users through the Internet. The Terms of Use of the online system must be accepted prior to access, however we recognize that terms of use will be governed by Montana law. Additionally, venue for any suit or action will be in the Montana state district court, Lewis and Clark County and that any indemnity provision does not apply to the Company or its employees or agents. Although Issuer uses both passwords and data base security methods for our online products, security cannot be guaranteed. Issuer is not liable to Company for any data corruption, loss or unauthorized Account access, as a result of Company's access to Issuer's website through the Internet or dial-in computer, notwithstanding reasonable security measures instituted by Issuer.

24.2. Changes in Law: In the event that there is a change in applicable law deemed by Issuer to be material to the administration of the program Issuer may seek to re-negotiate the terms, including but not limited to, the financial terms, of this Agreement. The Company shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then Issuer may, at its option: (i) allow this Agreement to remain in effect without any such adjustment; or (ii) terminate this Agreement upon written notice to the Company.

24.3. Site Selection: The Site Selection Program enables Company to provide Issuer with a list of specific locations where Company wishes to restrict purchases based on certain specified criteria. If Company chooses to use the Site Selection Program, Issuer will provide Company with appropriate enrollment forms. Issuer reserves the right to not establish site selection criteria for certain sites that may be identified by Issuer as being ineligible for the Site Selection Program. Issuer cannot guarantee that the Site Selection Program will work at independently owned fuel

merchants enrolled to accept Issuer's Cards. The Site Selection Program applies only to transactions that are received for authorization by Issuer electronically. Company is responsible for payment in full of all charges made at a location that Company selected to be an "excluded location" which are made with a valid Card and that are processed by Issuer.

24.4. Product and Service Enhancements: Company may request modifications or enhancements to the products and services Issuer offers in writing. Such modifications or enhancements may include, but are not limited, to: customized file layouts; reporting; online functionality; or, invoices. Issuer may, in its sole discretion, undertake the requested modifications or enhancements. Additional costs, if any, associated with such work will be mutually agreed upon by both parties in writing before any work is begun by Issuer. All modifications or enhancements would be considered Issuer's sole intellectual property and Company shall have no right, title or interest in such work.

Exhibit A

1. Fee Schedule:

Account Set-up Fee	WAIVED
Monthly Card Fee	WAIVED
Replacement Card Fee	WAIVED
International Currency Conversion Fee	1% of the total Transaction value
Reproduced Report Fee	\$25.00 per request
General Research Fee	\$15.00 per hour
Regular Mail Fee	\$0.00
Expedited Shipping Fee	Cost varies*
Returned Item Fee (e.g. NSF/ACH)	\$20.00

Fees or Charges for Additional Products or Features is Available Upon Request.

*The expedited shipping fee varies based on the options chosen by Company.

2. Financial Incentives: Additional early pay incentive of one half basis point per day (0.005%) for each day paid early.

3. Volume Rebate: Wright Express we will issue a monthly rebate check to the State of Montana, one month in arrears, of **145 basis points (1.45%)** off all Monthly Retail Transactions charged to your accounts (the "Rebate").

Exhibit B

A. VOLUME REBATE:

Wright Express's pricing methodology is "retail minus."

Subject to the express conditions below, we will issue a monthly rebate, one month in arrears, of **145 basis points (1.45%)** off all Monthly Retail Transactions charged to your accounts (the "Rebate").

Definitions

"Monthly Gallons" shall mean all gallons of fuel purchased using Cards at retail (not bulk, mobile, aviation or private site) locations that appear on invoices provided to you during a calendar month. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), (ii) fuel purchased at Tier 1 Truck Stop locations (currently Flying J, Loves, Petro, and Pilot), or (iii) any amounts posted to an account with respect to which a Card has been reported lost or stolen.

Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) payment in full within 30 calendar days of the billing date appearing on your invoice; (3) Monthly Gallons of at least one gallon; (4) signing a three-year contract; and (5) if you are in default we reserve the right to no longer provide this Rebate.

Calculation

We shall commence calculating the Rebate on the first day of the first billing cycle closing after this Agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions. Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage.

Payment

Rebates shall be paid to you monthly one month in arrears by applying a credit to your next monthly invoice.

B. PAYMENT TIMING REBATE:

Subject to the express conditions below, we will issue a monthly rebate of one half of a basis point (0.005%) off all Monthly Retail Transactions charged to your accounts (the "Payment Timing Rebate") for each day that payment is received prior to its due date.

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on our receipt of payment in full prior to the 30th calendar day of the billing date appearing on your invoice (the "Due Date").

DOA12-2190V Fuel and Fleet Maintenance Card

Management Services

Calculation

We shall commence calculating the Payment Timing Rebate on the first day of the first billing cycle closing date after the Agreement becomes effective. For each day that payment is received prior to the Due Date we will pay one half a basis point. The Rebate will be calculated by determining the Payment Timing, then by multiplying the Payment Timing Rebate by the total dollar amount of Monthly Retail Transactions. Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage.

Payment

Payment Timing Rebates shall be paid to you monthly one month in arrears by applying a credit to your next monthly invoice.

D. FEE SCHEDULE:

Account Set-up Fee	WAIVED
Monthly Card Fee	WAIVED
Replacement Card Fee	WAIVED
Private Site Transaction Fee	WAIVED
International Currency Conversion Fee	1% of the total Transaction value
Reproduced Report Fee*	\$25.00 per request
General Research Fee*	\$15.00 per hour
Regular Mail Fee	\$0.00
Expedited Shipping Fee*	Cost varies by option
Returned Item Fee (e.g. NSF/ACH)*	\$35.00

*These fees are only charged upon request for the item or in the case of the Returned item Fee upon occurrence.

E. PAYMENT TIMING AND LATE FEES:

Payment Timing. Payment is due in full **thirty (30) calendar days** from the billing date appearing on the invoice. If the payment due date falls on a non-Business Day, payment is due on the Business Day before the payment due date or in the event a prompt payment act or law governs the State's payment timing we will review the prompt payment act or law.

Late Fees. Per MCA 17-8-242, a State of Montana agency shall pay simple interest at the rate of 0.05% each calendar day on any past due amounts if the agency fails to make payment We will begin to assess late fees on the first day following the date a payment is due and is not posted to the Account. The late fee will be calculated by determining the total balance due on the date the Account becomes delinquent by adding the total amount due on your Account on the payment due date with any purchases posted to your Account from the end of the last billing cycle through the payment due date and subtracting from that amount any payments and/or credits entered during that period. The total balance due will then be multiplied by the applicable periodic rate to determine your late fee. In the event that the calculated late fee is less than ten dollars (\$10.00), a minimum late fee of ten dollars (\$10.00) will be charged or in the event a prompt payment act or law governs the State's late fees or interest we will review the prompt payment act or law.