

The PNC logo graphic, consisting of three horizontal bars of increasing height in shades of blue, is positioned to the left of the main title.

PNC'S TREASURY MANAGEMENT BUSINESS

PNC Commercial Card Program Terms and Conditions

May, 2016


A solid blue horizontal bar is located below the date.

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PNC COMMERCIAL CARD PROGRAM TERMS AND CONDITIONS

These PNC Commercial Card Program Terms and Conditions (as amended, modified or supplemented from time to time, the "**Program Terms**") set forth the terms and conditions upon which PNC Bank, National Association ("**PNC**") will extend credit to the Company by establishing one or more commercial card programs (individually and collectively, the "**Program**") for the Company. The signature of the Company's authorized representative(s) on the PNC Commercial Card Authorization and Agreement (as amended, modified or supplemented from time to time, the "**Authorization**" and together with these Program Terms, collectively, the "**Agreement**") means that the Company agrees to be bound by the Agreement. The Company is liable for all transactions and any amounts due under the Program. The obligations of each entity defined as the Company in the Authorization are joint and several.

1. Use of the Program; Designated Affiliates

PNC will issue cards, which may include a combination of physical plastic cards and card numbers established for payments to specific vendors (each a "**Card**" and collectively, the "**Cards**") (i) to one or more employees of the Company or the Company's Designated Affiliates (as defined below) who have been authorized by the Company to use the Cards for purchases under the Program (each a "**Cardholder**" and collectively, the "**Cardholders**") or (ii) to the Company to provide to the Company's vendors for purchases under the Program (vendors in such capacity are referred to as "**Authorized Vendors**"). The Company will also have the option to establish activity limits for the Cards and to allow Cardholders to use the Cards for cash advances. Cards are to be used solely for business purposes, and the Company agrees to so advise each Cardholder. The Company's obligations under the Agreement, however, shall not be affected or limited if balances are incurred for non-business purposes. A minimum of ten (10) Cards must be issued and outstanding at all times. The term "**purchases**" means use of a Card to purchase goods and services from a participating merchant. If selected by the Company, cash advances may be obtained by presenting a Card at Visa member banks or institutions or by making a withdrawal of cash using the Card at a Visa Automated Teller Machine ("**ATM**"). All references in these Program Terms to "cash advances" shall only be applicable if, and to the extent, that the Company elects cash advances pursuant to the Authorization as one of the services for which a Cardholder may use such Cardholder's Card.

The Company will notify PNC which of the Company's subsidiaries and affiliates and their employees may use the Program, and each such designated subsidiary or affiliate is referred to in the Agreement as a "**Designated Affiliate**". The Company may add and eliminate Designated Affiliates from time to time by notice to PNC. Notwithstanding that a Designated Affiliate may use a Program, the Company shall be and remain liable to PNC for the performance of all obligations under the Agreement with respect to such Designated Affiliate's use of the Program and any Cards.

Except as the Company shall otherwise direct PNC in writing, the Company hereby authorizes and directs PNC to issue a replacement Card to each Cardholder before the expiration of each Card. The Company acknowledges and agrees that Cards are not assignable or transferable by operation of law or otherwise, and will so notify all Cardholders and Authorized Vendors, as applicable.

2. Program Administrator

The Company shall designate one or more of its employees (individually and collectively, the "**Program Administrator**") to assist PNC in the administration of the Program. The Company shall cause the Program Administrator (i) to be familiar with all aspects of the Program, including but not limited to billing procedures, the number and status of Cards, the employment status of Cardholders, notice requirements, and status of delinquent Card balances, (ii) to provide all notices to Cardholders as required by these Program Terms, and (iii) to advise PNC of any Cardholder's termination of employment with the Company as such termination is processed by the Company.

If there is more than one Program Administrator, the action or signature of any one Program Administrator shall constitute sufficient authorization. Any Program Administrator may be changed by written notice to PNC.

3. Technology

At the Company's request, PNC may, in its discretion, make available to the Company certain additional technology, including but not limited to certain Internet-based services currently provided by (i) AOC Solutions, Inc., known as ActivePay ("**ActivePay**®"), (ii) Total Systems Services, Inc., known as CentreSuite ("**CentreSuite**") or (iii) Visa, known as Visa Online ("**VOL**") and Visa IntelliLink Compliance Auditor ("**VICA**" and, together with ActivePay®, CentreSuite, VOL and any additional service provider, collectively, the "**Online Services**"). PNC may discontinue providing Online Services to the Company at any time upon sixty (60) days' prior written notice to the Company. The Company may discontinue using any Online Service at any time upon sixty (60) days' prior written notice to PNC.

In order to utilize any Online Service, the Company acknowledges and agrees that: (a) it, and/or its Cardholders and/or its Authorized Vendors, may be required to register with the provider of such Online Service (each an "**Online Service Provider**") and will be bound by such terms and conditions governing the Company's access to and use of such Online Service as established from time to time by the applicable Online Service Provider, and by any third parties that such Online Service Provider may use in providing the Online Services; (b) it will be responsible for granting access to and authority to use such Online Service to one or more persons in accordance with the applicable Online Service Provider's terms and conditions; and (c) it may be required to execute such other documentation, in form and substance acceptable to PNC, and to agree to certain other terms and conditions governing use of such technology as may be established

by PNC or any third party vendor used by PNC in conjunction with the provision of such services (including, without limitation, the applicable Online Service Provider). Further, the Company acknowledges and agrees that when it utilizes an Online Service to change an activity limit, order a new Card or give other instructions, the applicable Online Service Provider will communicate those instructions to PNC and, provided that the person giving those instructions entered the proper security or other codes or identifying numbers, PNC will comply with the instructions received from such Online Service Provider without further verifying those instructions with the Company.

PNC is authorized to exchange with each Online Service Provider and any other vendor or technology provider (and, as necessary, with third parties used by any such provider), information about the Company and the transactions under the Program.

PNC shall have no liability to the Company in connection with the performance, or failure to perform, of any Online Service or any other additional technology used by the Company in connection with the Program.

4. Company Credit Limit; Collateral

PNC will establish a maximum aggregate credit limit to be available for purchases, and, if applicable, for cash advances that may be outstanding at any one time under the Program, in the amount set forth in the Authorization (as it may be amended from time to time, the "**Company Credit Limit**"). PNC may, in consultation with the Company, establish sublimits under the Company Credit Limit to be applicable to the Program, which sublimits may be changed from time to time by PNC. **PNC may, at its discretion, (i) reduce the Company Credit Limit at any time, upon 60 days' written notice to the Program Administrator except in the event of a Default under the Agreement, in which case no such notice is required, or (ii) decline charges against or close any one or more Cards or the Program at any time and for any reason relating to known or suspected fraud, illegal activity, unauthorized use or other misuse of a Card, without prior notice to the Company. The Company further understands that once the Company Credit Limit is reached, further use of Cards will not be permitted until the aggregate Card balances are reduced below the Company Credit Limit.** For purposes of the Agreement, "unauthorized use" means the use of a Card by a person, (i) other than a Cardholder or Authorized Vendor, (ii) who does not have actual, implied or apparent authority for such use, and (iii) from which neither the Cardholder nor the Company nor any Designated Affiliate receives any benefit, including without limitation, any fraudulent use. Use of a Card by a Cardholder at any time (even if a Cardholder is no longer employed or associated with the Company or a Designated Affiliate) does not constitute unauthorized use until the Company notifies PNC that authorization is withdrawn pursuant to Section 9 below.

The Company's obligations under the Agreement shall be secured by the collateral, if any, described in the Authorization.

5. Establishing and Changing Activity Limits; Company Cancellation of Cards

Activity Limits

The Company may elect to establish activity limits to restrict activity on a Card. Activity limits may include, without limitation, restricting the use of a Card to (i) a maximum number of transactions during any period; (ii) a maximum aggregate dollar amount of transactions during any period; (iii) a maximum dollar amount per transaction; or (iv) purchases from only certain types of merchants using merchant codes. The Company agrees to advise Cardholders of Card activity limits and any changes thereto. The Company understands that, because of Visa rules and procedures, PNC may be unable to decline charges for purchases below certain amounts or at certain establishments or in certain locations, and in such cases the Company shall be liable notwithstanding applicable activity limits. The Company further understands that once an activity limit is reached with respect to any Card, further use of such Card will not be permitted until such applicable activity limit period has expired or the Company advises PNC of a change to the activity limit. If the Company at any time desires to cancel or reduce or otherwise change any activity limit or other requirement on any outstanding Card, the Program Administrator may make such change by (a) using the applicable Online Services, (b) notifying PNC in writing in accordance with Section 20 of these Program Terms, specifying the requested change and date of such change; or (c) notifying PNC orally and confirming any such oral change in writing. PNC may rely on any activity limit change provided by the Program Administrator using any of the methods noted above. Notwithstanding the foregoing, the Company shall remain liable for all amounts incurred by the use of a Card whether within or beyond any established activity limit.

Company Cancellation of Cards

If the Company at any time desires to cancel a Card (including as a result of the termination of a Cardholder's employment), the Program Administrator shall (y) so notify PNC in accordance with Section 20 of these Program Terms, specifying the requested date of cancellation or (z) cancel such Card online using the applicable Online Services. Upon cancellation of a Card, the Company will promptly notify the Cardholder and will use commercially reasonable efforts to obtain the canceled Card and destroy it. The Company shall be liable for all outstanding balances incurred by the use of any Card prior to cancellation or termination of such Card.

6. Fees

The Company agrees to pay PNC the applicable fees and other charges set forth in the fee schedule attached to the Authorization (the "**Fee Schedule**") together with any other fees set forth in the Agreement. PNC may at any time amend such Fee Schedule to add new

services, or, to the extent, and in the amount, necessary to reflect any reduced interchange or any increased costs to PNC by any additions to or any increases in the fees, charges, or other amounts PNC is required to pay to any third party and, in such case, upon written request, PNC will provide to the Program Administrator information in reasonable detail to verify such increase. In addition, PNC reserves the right to amend the Fee Schedule at any time and from time to time upon sixty (60) days' prior written notice to the Company.

7. Billing and Payment

Company Bill/Cardholder Bill

At the end of each Billing Cycle, PNC will send statements identifying each transaction posted during the Billing Cycle. If the Program is identified as "Company Bill" on the Authorization ("**Company Bill Program**"), PNC will send the statement to the Company. If the Program is identified as "Cardholder Bill" on the Authorization ("**Cardholder Bill Program**"), PNC will send statements to each Cardholder and to the Company. "**Billing Cycle**" means the period commencing the day after the closing date shown on the previous statement through and including the closing date on the current statement.

Payment

The Company shall, or shall cause its Cardholders to, make all payments and settle all outstanding balances when due. For any Company Bill Program, the Company agrees to pay PNC the total amount shown as due on each statement by the payment due date identified on such statement ("**Company Bill Payment Due Date**"). For any Cardholder Bill Program, the Company agrees to pay or cause its Cardholders to pay PNC the total amount shown as due on each statement by the payment due date identified on such statement (the "**Cardholder Bill Payment Due Date**"). In the event that any payment is not received by PNC on or before the date identified as the "Cardholder Past Due Payment Date" on the Authorization (the "**Cardholder Past Due Payment Date**"), (i) PNC will promptly notify the Company of such occurrence orally or in writing, (ii) the Company shall deliver such payment to PNC on or before the date identified as the "Company Contingent Payment Due Date" on the Authorization (the "**Company Contingent Payment Due Date**" and, together with the Company Bill Payment Due Date, each a "**Payment Due Date**") and (iii) PNC may, at its option, and without prior notification, close such Cardholder's Card.

All payments must be made in U.S. dollars and are subject to the payment terms and conditions in the applicable statement. PNC will apply each payment received in any order PNC determines to be appropriate at the time payment is made (whether it be applied first to fees and other charges as may then be outstanding or first to the outstanding balance under a Program or otherwise). In the case of a Cardholder Bill Program, PNC may, but shall not be obligated to, pursue collection activities against any Cardholder, and the Company expressly agrees that its obligations to make any payment to PNC is in no way conditioned upon PNC first exercising any right or remedy against any Cardholder.

8. Disputed Charges

If the Company or a Cardholder wishes to dispute any transactions, charges or billings, the Company or the Cardholder must notify PNC and complete and deliver to PNC such information, documentation and forms as may be required by PNC in connection with such dispute (collectively, the "**Dispute Documentation**"). In addition, if the dispute relates to charges resulting from unauthorized use or Cardholder misuse, the Company shall notify PNC in accordance with Section 9 of these Program Terms and provide PNC with the Dispute Documentation. For all other disputes, the Company agrees to notify PNC in accordance with Section 20 of these Program Terms within sixty (60) days after the date of the statement on which the disputed item first appeared and provide PNC with the Dispute Documentation. If the Company or a Cardholder does not so notify PNC and provide PNC with the Dispute Documentation, the Company waives any rights with respect to such disputed amounts. If the dispute is resolved in favor of the Company and/or the Cardholder, PNC will reverse from any Card the disputed item and, if already paid, will credit such paid amount on a future statement. If the dispute is not resolved in favor of the Company and/or the Cardholder, the disputed charge will, to the extent not already paid, be included in the total amount due on the next statement delivered after the dispute is resolved.

9. Lost or Stolen Cards; Unauthorized Use; Cardholder Misuse

The Company agrees to notify PNC immediately by calling (800) 685-4039 if the Company suspects or knows that a Card is lost, stolen or has been the subject of unauthorized use or Cardholder misuse. To dispute any charges on a lost or stolen card and/or for unauthorized use or Cardholder misuse, the Company must immediately follow up the telephone call with written notice of the suspected or actual loss or theft of a Card and provide the Dispute Documentation to PNC at the address set forth in Section 20 of these Program Terms. Notice to PNC under this Section 9 shall be deemed to be duly given to PNC after PNC has actually received such notice, whether orally or in writing, and has had a reasonable time (not to exceed four business hours) to act on such notice.

The Company will not be liable for unauthorized use or charges to a lost or stolen card that continue after the Company has provided notice to PNC of such unauthorized use in accordance with this Section 9. The Company shall, however, be liable for unauthorized use that occurs prior to such notification, but may dispute unauthorized use charges in accordance with Section 8 of these Program Terms. The Company may also be relieved of loss or liability resulting from misuse of a Card by a Cardholder if the transactions resulting from such misuse qualify for coverage under the VISA Liability Waiver Program and the Company otherwise complies with the terms and conditions of such program.

The Company understands that any liability any Cardholder may separately have to the Company for the unauthorized use of any Card by a third party is the lesser of \$50 or the amount of such unauthorized use. In addition, the Company understands that there is no limitation on the liability any Cardholder has to the Company for the misuse of any Card by the Cardholder.

10. Incentives – Rebate

If the Company and PNC have agreed that the Program will include a rebate component, PNC shall pay a rebate (the "**Rebate**") based upon the aggregate Annual Dollar Volume of all Program activity from the Effective Date until the date of termination. The Company's "Annual Dollar Volume" and Rebate will be calculated as set forth on the Rebate Schedule attached to the Authorization (as it may be amended from time to time, the "**Rebate Schedule**"). Such Rebate shall be paid as set forth in the Authorization and shall be paid by a credit to a single account of the Company (such account to be designated in writing to PNC). The Rebate Schedule shall, absent termination of the Agreement, remain in effect for the period provided in the Authorization, provided, however, that PNC may amend the Rebate Schedule at any time to the extent, and in the amount necessary to reflect (i) a decrease in PNC's revenue from the Program as a result of reduced interchange payments paid by Visa to PNC; and (ii) an increase in PNC's cost of providing the Program as a result of external factors, such as changes in Visa rules; changes in federal or state laws, rules or regulations; or increases in funding costs due to interest rate changes; and, in any such case, upon written request, PNC will provide to the Program Administrator information in reasonable detail to verify any such amendment. In no event shall PNC be obligated to pay a Rebate to the Company if a default by the Company has occurred under the Agreement. After a default, PNC may setoff any amounts owed by the Company under the Agreement against any Rebate earned.

11. Incentives – Rewards

If the Company and PNC have agreed that the Program will include PNC's commercial card rewards program (the "**Rewards Program**"), PNC will make the Rewards Program available to the Company on the terms and conditions attached to the Authorization (the "**Rewards Terms and Conditions**"). The Company will be responsible for notifying its Cardholders that their Cards are eligible for enrollment in the Rewards Program and, if the Cardholders are designated as earning the reward points in the Authorization, that they may redeem rewards points in accordance with procedures set forth in the Rewards Terms and Conditions. In connection with the Company's participation in the Rewards Program, the Company authorizes PNC to exchange with any rewards provider and, as necessary, with third parties used by such rewards provider, information about the Company and its Card transactions. The Company understands and agrees that (i) it is bound by the Rewards Terms and Conditions established by PNC from time to time, which are incorporated into the Agreement by reference (and PNC will provide updated Rewards Terms and Conditions to the Company), (ii) PNC may revise the number of reward points earned for qualifying purchases, upon thirty (30) days' notice to the Company, and (iii) PNC may cancel the Company's participation in the Rewards Program at any time upon notice, in which event all outstanding points in the Company's account will be forfeited.

12. Representations, Warranties and Covenants

By using the Program, the Company represents and warrants to PNC that (a) the Company has all necessary power and authority to execute, deliver, perform and take all actions contemplated by these Program Terms, (b) all such action has been duly and validly authorized by all necessary proceedings on the Company's part, and (c) the Authorization has been duly executed and delivered by the Company and the Agreement constitutes a valid, legal and binding agreement of the Company enforceable against it in accordance with its terms.

The Company agrees to furnish PNC, upon PNC's request, such authorizations, verifications, certificates and information as PNC may require from time to time with respect to the Agreement and the Company, including the authority and true signature of any Program Administrator or any person signing the Authorization or any amendments thereto.

The Company shall deliver to PNC as soon as available, and in any event not later than one hundred twenty (120) days after the end of each fiscal year of the Company, financial statements of the Company in a form acceptable to PNC; provided, however, that the delivery requirement under the Agreement shall be satisfied if such financial statements are (i) publicly available; or (ii) delivered by the Company to PNC or any of PNC's affiliates under and in accordance with any lending or other relationship.

13. Default and Remedies

Any of the following shall constitute a default under the Agreement: (i) a bankruptcy, receivership, insolvency, reorganization, liquidation, conservatorship or similar proceeding is commenced by or against any Obligor; (ii) any assignment by any Obligor for the benefit of creditors, or any levy, garnishment, attachment or similar proceeding is instituted against any property of any Obligor held by or deposited with PNC; (iii) any Obligor dies (if an individual), ceases to conduct business as a going concern or is dissolved, (iv) failure by the Company to make any payment on a Payment Due Date, or as and when otherwise due under the Agreement, (v) the terms of the Agreement are breached by the Company or any Cardholder in any manner, or any representation or warranty made by the Company under the Agreement is not true and correct in any material respect when made; (vi) default by the Company or any guarantor under any other agreement or obligation to PNC or any of PNC's affiliates beyond any grace period with respect thereto, (vii) the entry of a final judgment against any Obligor and the failure to discharge or stay the judgment within thirty (30) days after the entry thereof, or (viii) the Company defaults (as principal or as guarantor or other surety) under the terms of any obligation (or set of related obligations) in respect of indebtedness for borrowed money beyond any period of grace with respect thereto. As used herein, the term "**Obligor**" means the Company and any guarantor of, or any pledger, mortgagor or other person or entity providing collateral support for, the Company's

obligations to PNC under the Program, existing as of the date of the Agreement or arising in the future.

Upon the occurrence of a default: (a) if a default under clause (i) or (ii) above shall occur, the entire amount owing under the Program shall be immediately due and payable, and the Company Credit Limit, all Cards, and the Agreement shall be immediately terminated, all without demand or notice of any kind; (b) if any other default shall occur, PNC may, at its option, and without prior notification: (y) terminate the Company Credit Limit, close any or all Cards to all use and terminate the Agreement, and (z) accelerate payment of the full balance on all Cards and any other amounts payable under the Agreement, and require immediate repayment in full of such amounts; and (c) PNC may exercise from time to time any of the rights and remedies available under the Agreement or under applicable law. To the extent permitted by law, the Company shall be liable for court costs, reasonable in-house or outside attorneys' fees, and any other costs of collection.

14. Termination

The Company and PNC may each terminate the Agreement at any time, without cause, upon at least sixty (60) days' prior written notice to the other party, which notice shall specify the date of termination.

Upon termination of the Agreement, the full balance outstanding under all Cards and any other amounts payable under the Agreement shall be immediately due and payable in full.

Notwithstanding any termination of the Agreement, the Agreement shall remain in full force and effect with respect to (i) all Card transactions under the Program that occur prior to the date of such termination, (ii) all fees and other charges as shall have accrued or as shall occur or accrue to PNC with respect to such transactions, (iii) PNC's right of setoff set forth in Section 15 of these Program Terms, (iv) the indemnity provided by the Company in Section 16 of these Program Terms, (v) the limitation of liability provisions set forth in Section 17 of these Program Terms, (vi) venue, enforcement and waiver of jury trial provisions set forth in Sections 19 and 26, respectively, of these Program Terms, and (vii) the confidentiality and information sharing provisions set forth in Section 21 of these Program Terms. Further, upon any termination and on demand thereafter, the Company shall reimburse PNC for any reasonable out-of-pocket expenses incurred by PNC in connection with the Agreement and the Program, including without limitation the costs (including attorneys' fees) associated with unused customized cards and forms and the collection of all amounts outstanding under the Agreement.

15. RIGHT OF SETOFF

TO SECURE ALL OF THE COMPANY'S EXISTING AND FUTURE OBLIGATIONS TO PNC UNDER THE AGREEMENT OR OTHERWISE, THE COMPANY HEREBY GRANTS PNC A GENERAL LIEN ON, SECURITY INTEREST IN AND RIGHT OF SETOFF AGAINST ANY AND ALL OF THE COMPANY'S EXISTING AND FUTURE PROPERTY IN THE POSSESSION OF PNC OR ANY OF ITS AFFILIATES (INCLUDING WITHOUT LIMITATION, ALL DEPOSIT ACCOUNTS AND OTHER ACCOUNTS OF ANY TYPE). UPON THE OCCURRENCE OF ANY DEFAULT UNDER THE AGREEMENT, PNC MAY SET OFF ANY SUCH PROPERTY OF THE COMPANY AGAINST ANY OBLIGATION THE COMPANY OWES TO PNC, AND MAY EXERCISE ANY OTHER RIGHTS AND REMEDIES PERMITTED BY LAW. EVERY SUCH SECURITY INTEREST AND RIGHT OF SETOFF MAY BE EXERCISED WITHOUT DEMAND UPON OR NOTICE TO THE COMPANY. EVERY SUCH RIGHT OF SETOFF SHALL BE DEEMED TO HAVE BEEN EXERCISED IMMEDIATELY UPON THE OCCURRENCE OF A DEFAULT UNDER THE AGREEMENT WITHOUT ANY ACTION OF PNC, ALTHOUGH PNC MAY ENTER SUCH SETOFF ON ITS BOOKS AND RECORDS AT A LATER TIME.

16. Indemnification

The Company shall indemnify and hold harmless PNC and its affiliates and their respective directors, officers, employees and agents, from and against any and all losses, claims, damages, liabilities, judgments or amounts paid in settlement (or actions, suits or proceedings, or investigations in respect thereof), including reasonable attorneys' fees (collectively, "**Losses**") resulting from, relating to or arising out of the Agreement, use of the Cards and the Program; provided, however, that the Company shall have no obligation to indemnify PNC or its affiliates or their respective directors, officers, employees or agents against any Losses to the extent such Losses result from the gross negligence or willful misconduct of PNC or its affiliates, or their respective directors, officers, employees or agents.

17. Disclaimer of Warranties, Liability Limitation and Special Damages

PNC SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THE PROGRAM OR THE AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, EACH OF WHICH IS EXPRESSLY EXCLUDED BY AGREEMENT OF THE PARTIES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, IN NO EVENT SHALL PNC'S LIABILITY UNDER THE AGREEMENT EXCEED, IN THE AGGREGATE, TEN PERCENT OF THE COMPANY CREDIT LIMIT. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS OR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY THE AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

In addition, the Company acknowledges and agrees that Visa U.S.A. Inc. and Visa International shall not be responsible for any

claims, losses, damages or liabilities incurred by any Visa member (including PNC) or by the agents, brokers, cardholders (including the Company, any Cardholder or any Authorized Vendor), or merchants of any such Visa member arising out of the PNC Commercial Card product, including without limitation the Program and services provided under the Agreement. VISA U.S.A. INC. AND VISA INTERNATIONAL DISCLAIM ALL WARRANTIES WITH RESPECT TO THE PNC COMMERCIAL CARD PRODUCT OR ANY CORE SERVICE OR SUPPLEMENTAL SERVICES PROVIDED IN CONNECTION THEREWITH BY VISA OR ITS CONTRACTORS (INCLUDING PNC), BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18. Force Majeure

Notwithstanding any other provisions of the Agreement, neither party shall be liable for any failure, inability to perform, or delay in performance under the Agreement, if such failure, inability, or delay is due to acts of God, severe weather, war, civil commotion, governmental action, fire, explosion, strikes, other industrial disturbances, equipment malfunction (or in the case of PNC, acts or omissions of any third party including Visa, AOC Solutions, Inc. and Total Systems Inc.) or any other cause beyond a party's reasonable control; provided, however, that nothing contained in this provision shall excuse the Company's payment obligations under the Agreement upon the conclusion of any such event.

19. Governing Law and Venue

THE AGREEMENT AND ALL QUESTIONS RELATING TO THE SUBJECT MATTER HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA (EXCLUDING ITS CONFLICT OF LAW RULES) OR, TO THE EXTENT CONTROLLING, THE LAWS OF THE UNITED STATES OF AMERICA.

The Company hereby irrevocably consents and agrees that any action, suit or proceeding resulting from, arising out of or related to the Agreement shall be instituted in any state or federal court in the Commonwealth of Pennsylvania (including the courts of the United States of America for the Western District of Pennsylvania) and hereby waives any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such jurisdiction, on the basis of a more convenient forum or otherwise. Nothing contained in the Agreement (including this Section) shall prevent PNC from bringing any action, suit or proceeding to enforce any award or judgment or to exercise any rights against the Company individually or against any property of the Company within any other county, state or other foreign or domestic jurisdiction.

20. Notices

All notices permitted or required under the Agreement shall be in writing and shall be deemed to have been duly given if sent by personal delivery, mail, nationally recognized overnight courier or facsimile, addressed, in the case of notice to the Company, except as expressly provided below, to the Program Administrator at the address set forth in the Authorization and in the case of notice to PNC, to:

PNC Bank, National Association
Treasury Management
Firstside Center 500 First Avenue
Pittsburgh, Pennsylvania 15219
Attn: Commercial Card Operations Mailstop: P7-PFSC-03-D

with a copy (in the case of notices relating to default, termination or disputes arising under the Agreement) to:

PNC Bank, National Association
1600 Market Street, 28th Floor
Philadelphia, PA 19103
Attn: Managing Chief Counsel, Commercial Banking and Finance

or, if sent by facsimile, to (412) 705-0759, Attention: Commercial Card Operations and (215) 585-8713, Attention: Managing Chief Counsel, Commercial Banking and Finance;

Any of the above notices (except for notices relating to default, termination or disputes under the Agreement) or inquiries may be sent by email, if to PNC to pcard@pnc.com and if to the Company, at the email address set forth in the Authorization.

In the case of the notice made by PNC relating to termination, notice shall be directed to the Authorized Representative at the email address set forth in the Authorization.

Notwithstanding anything herein to the contrary, if the Company has not identified any Program Administrator or Authorized Representative, or if PNC Bank is unable to determine the identity of such person from its records, then all notices to the Company permitted or required by this Agreement shall be addressed to the Company at the address shown on the records of PNC Bank.

21. Confidentiality; Information Sharing

In connection with the Program, PNC and the Company will be providing to each other, whether orally, in writing or in electronic format, non-public, confidential or proprietary information (collectively "**Confidential Information**"). Absent the written consent of the disclosing party, each of PNC and the Company agrees (a) to hold the Confidential Information of the other in strict confidence, (b) not to disclose or permit any other person or entity access to the Confidential Information of the other party, except for disclosure or access to a party's affiliates and its or their employees, officers, directors, agents, representatives or other third parties that provide or may provide ancillary support relating to the Program and require disclosure or access in the course of employment or services, or to its external or internal auditors or regulatory authorities or upon the order of a court or other governmental agency having jurisdiction over a party and (c) not to use such Confidential Information except in connection with the Program and for the purposes of the Agreement. PNC and the Company agree that the obligation to protect such Confidential Information shall be satisfied if the party receiving such Confidential Information utilizes the same control (but no less than reasonable) as it does to avoid disclosure of its own confidential and valuable information. The term "Confidential Information" shall not include information that (a) is or becomes published or otherwise generally available to the public, (b) was available to the receiving party on a non-confidential basis prior to its disclosure to the receiving party pursuant to the Agreement, (c) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, or (d) was independently developed by the receiving party prior to disclosure to the receiving party pursuant to the Agreement. PNC and the Company further agree that this provision shall survive the termination of the Agreement.

The Company also agrees that PNC and its affiliates may share with each other information (including without limitation financial information) that PNC and any affiliate receive from the Company under the Agreement and under other lending and business relationships.

Each of the Company and PNC agrees not to use the other's name or logo in any marketing materials, without the prior written consent of the other party.

22. Call Recording; and Consent for Service Calls

To review and monitor appropriate handling of inquiries and PNC's performance, some telephone calls between employees or agents of PNC and the Company may be monitored by PNC's supervisory or management personnel, or by such employees or agents of PNC, without notice to the Company. PNC will not, however, make a sound recording of any telephone call without disclosure to the Company nor will PNC be liable to the Company if PNC does not record or maintain a record of a conversation.

By providing telephone number(s) to PNC at any time, the Company also authorizes PNC and its affiliates and designees to contact the Company regarding any personal account(s) or business account(s) for which Company is an authorized signer, whether the accounts are with PNC or its affiliates, at such numbers using any means, including but not limited to placing calls using an automated dialing system to call, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages; and the Company consents that any phone call with PNC may be monitored or recorded by PNC.

23. Assignment

The Agreement (including any of the Company's rights or obligations under the Agreement) may not be assigned or transferred, by operation of law or otherwise, by the Company without the prior written consent of PNC. The Agreement shall be binding upon the permitted successors and assigns of the Company. No consent is required for PNC to assign or otherwise transfer the Agreement or its rights or obligations under the Agreement.

24. Miscellaneous

The Agreement (including any attachments and the documents and instruments referred to in the Agreement) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Company and PNC or any of PNC's affiliates with respect to the subject matter hereof. Except as expressly provided in the Agreement, the Agreement may be amended or modified only by a written agreement signed by both PNC and the Company. No waiver by either party of any of its respective rights under the Agreement shall be effective unless in writing signed by an authorized representative of such party. Notwithstanding the foregoing, PNC may modify the Authorization for the purposes of completing missing content or correcting erroneous content, without the need for a written amendment, provided that PNC shall send a copy of any such modification to the Company (which notice may be given by electronic mail). If for any reason a party waives a right, such waiver shall not be construed to be continuing, nor shall such waiver limit or otherwise affect such party's right to exercise such right at a later time with or without notice. Each party's rights and remedies under the Agreement are cumulative and not exclusive of any other rights or remedies which such party may have under agreements, at law or in equity. To the extent possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting the other provisions of the Agreement. Titles and headings to paragraphs of these Program Terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement. Capitalized terms used but not defined in these Program Terms have the meanings given to them in the Authorization.

25. USA PATRIOT Act Notice

PNC hereby notifies the Company that pursuant to the requirements of the USA PATRIOT Act, PNC is required to obtain, verify and record information that identifies the Company which information includes the name and address of the Company and other information that will allow PNC to identify the Company in accordance with the USA PATRIOT Act.

26. Waiver of Jury Trial

EACH OF THE COMPANY AND PNC HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING OF ANY NATURE RESULTING FROM, ARISING OUT OF OR RELATED TO THE AGREEMENT.