

**COMMERCIAL CARD AGREEMENT
SINGLE USE ACCOUNT SERVICES ADDENDUM**

This Commercial Card Agreement Single Use Account Addendum (this "Addendum") is entered into as of June 1, 2009 and is effective as of April 1, 2009 between the Inter-University Council Purchasing Group (the "Client"), and JPMorgan Chase Bank, N.A. or Chase Bank USA, N.A., as may be determined from time to time (the "Bank").

Reference is made to the Commercial Card Agreement dated June 1, 2009 between the Client and the Bank (as amended, supplemented, restated or replaced from time to time, the "Agreement"). Except as may be modified in this Addendum, the provisions of the Agreement are incorporated herein *mutatis mutandis*. In that connection references to the "Agreement" in the Agreement shall be deemed to be references to this Addendum;

In consideration of the mutual promises and upon the terms and conditions herein, Bank will deliver to Client the Services described below:

Definitions. Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Account Request" means a written or electronic transmittal from the Client, requesting the Bank to issue an Account(s).

"Accounts Payable Commercial Card Payment Network" (also the "Network") means the Bank's Internet based network for exchanging electronic commercial card payment information data between Disburser and their Suppliers and merchant processors related to the commercial card settlement of accounts payable invoices.

"Addendum" means this Single Use Account Addendum as it may be amended from time to time.

"Corporate Liability" means the Client is liable for all Transactions on an Account and such liability shall be as reflected on the Bank's records and subject to this Agreement.

"Disburser" means an entity, including the Client, that is enrolled in the Network to exchange and process transaction data relating to purchase orders, electronic invoices and/or to make electronic payments with and to Suppliers through the Network.

"Intellectual Property Rights" means patent rights (including patent applications and disclosures), copyrights, trade secrets, Marks (including registrations and applications for registrations thereof), know-how, inventions and any other intellectual property or proprietary rights recognized in any country or jurisdiction in the world.

"Network Security Procedures" means the digital certificates, user logon identifications, passwords or other security devices, whether issued or made available by the Bank or a third party, for use by the Bank and the Client in authenticating Network Users and Payment Instructions sent by the Client to the Network.

"Network Services" means the software hosting services, implementation services, training services, support services, and/or consulting services, provided by the Bank to the Client under this Agreement.

"Payment Instruction" means an instruction sent by the Client to the Bank via the Network requesting the Bank to initiate payment to a Supplier.

"Products" means the Bank's software applications that may be provided to the Client hereunder and related documentation, including any error corrections and/or updates, provided by the Bank to the Client pursuant to this Agreement.

"Program" means the Single Use system composed of Accounts controls, and reports to facilitate purchases of and payments for, business goods and services, established in connection with this Addendum.

“Single Use System” means an automatic payment and reconciliation mechanism associated with cardless Corporate Liability Accounts.

“Supplier” means an entity that is enrolled in the Network to exchange and process transaction data relating to purchase orders, invoices and/or payments with Disbursers and to receive electronic payments through the Network.

“System” means the Network and the conduit through which the Client can access Account and Transaction data and reports.

“Transaction” means (i) a purchase, a cash advance, use of a convenience check, fees, charges or any other activity that results in a debit to an Account or (ii) any activity in connection with this Agreement through the Network.

1. In connection with the Client’s participation in the Program, the Bank shall establish Accounts with such capabilities as may be elected by the Client and agreed to by the Bank from time to time. Statements will be delivered to a U.S. address of the Client unless otherwise agreed. The Accounts are non-transferable and non-assignable. The Accounts shall remain the property of the Bank.

2. Through the use of Single Use System, the Bank shall provide unique Account(s) for automatic payment, reporting and reconciliation of specific Client transactions. The Client transaction details and accounting codes will be mapped to the Clients accounts payable system.

3. From time to time the Client may submit to the Bank an Account Request form for additional Accounts. The Account Request shall be in a form approved by the Bank, shall include all information required by the Bank, and shall be accompanied by such evidence of authority for the Account Request as the Bank may require. All Account Requests shall be delivered to the Bank in a secure, encrypted, or password protected format. By submitting any Account Request, the Client represents to the Bank that the information contained therein is consistent with the Client’s own records concerning the listed entity. The Client agrees to use reasonable security precautions to safeguard Accounts in connection with their storage, use, and dissemination of Accounts.

4. The Client may initiate and request through the Single Use System, specific Account(s) to be used for payment of transactions. Provide to the Bank all required data for processing of Single Use Transactions.

5. During the term of this Agreement and subject to the Client’s performance of its obligations hereunder, the Bank will maintain the Accounts Payable Commercial Card Payment Network (the “Network”) and allow the Client to access the Network for its internal use. The Bank reserves the right at any time to revise or modify the Network’s functionality, specifications, and/or capabilities. The Client acknowledges that the Network exchanges payment-related data between Client and Suppliers to effect commercial card settlement of Supplier’s invoices.

6. Subject to the terms and conditions of this Agreement, during the term hereof, the Bank grants to the Client a personal, nonexclusive, nontransferable, license to access the Network for the sole purpose of receiving the Network Services.

7. The Client has no right to provide access to the Network or to transfer, sublicense or otherwise distribute the Products to any third party. The Client may not access the Network or use the Products in any manner not contemplated herein, including providing service bureau, time-sharing or other computer services to third parties.

8. The Client’s rights to access the Network and rights in the Products will be limited to those expressly granted in this section. The Bank reserves all access to the Network and rights and licenses in and to the Products not expressly granted to the Client under this Agreement.

9. The Bank or its licensor(s) is and shall remain the sole and exclusive owner of all of the proprietary features and functionality of the Network and Intellectual Property Rights in and to the design, architecture, and software implementation of the Network.

10. The Bank or its licensor(s) presently own and will continue to own all worldwide right, title, and interest in and to the Products and all worldwide Intellectual Property Rights therein, whether or not the Products, in whole or in part, are incorporated in or combined with any other product.

11. Intellectual Property Rights. Except for those licenses expressly granted hereunder, neither party shall gain by virtue of this Agreement any rights of ownership of Intellectual Property Rights owned by the other. Bank or its licensors shall solely own all Intellectual Property Rights in any enhancements, modifications or customizations of the Products, Network or Network Services and in any ideas, concepts, know how, documentation or techniques which it or its representatives develop or provide under this Agreement.

12. The Client is responsible for verifying that the terms and conditions of the purchase, sale, and/or payment transaction presented electronically through the Network are consistent with the terms agreed between the parties in written contracts, purchase orders, sales acknowledgements or other documents applicable to the invoiced transaction. The Bank shall have no responsibility for the terms, conditions or performance of purchase, sale, or payment transactions between the Client and its Suppliers. The Client is responsible for regularly inspecting the Network transaction history and promptly notifying the Bank of any errors.

13. The Client is solely responsible for establishing, maintaining and enforcing its internal policies and procedures in conformity with industry standards, to safeguard against the entry of unauthorized invoice approvals or Payment Instructions into the Network. Client agrees to maintain the confidentiality of the Network Security Procedures and of any passwords, codes, digital certificates, security devices and related instructions for use of the Network. If the Client believes or suspects that any such information or instructions have been accessed by unauthorized persons, the Client shall promptly notify the Bank and will advise the Bank as to the effect of the security breach on its invoice or payment processing procedures and the corrective actions to be taken to restore or verify security over the invoice or payment processing.

14. The Client hereby grants the Bank a non-exclusive, royalty-free, fully paid-up license to use, reproduce, display, modify and create derivative works of data that is based on data or information uploaded, provided, sent, transferred or otherwise transmitted by the Client to or by the Network solely for the purpose of operating, maintaining, supporting and enhancing the Network and/or the Products for use by the Client only.

15. The Bank will perform a virus check of file attachments that are uploaded from Suppliers using an industry standard virus scanning utility. Files that the virus scanning software determines to be potentially infected will either be rejected, deleted or quarantined and the Bank shall not be responsible for any delay, loss or damage resulting from the transmission of such virus-infected attachments. The Bank does not warrant that all file attachments will be virus-free.

16. All Payment Instructions submitted in the name of the Client are subject to authentication pursuant to the Network Security Procedures. The Bank shall process Client's Payment Instructions when the Payment Instructions are verified by Bank pursuant to the Network Security Procedures. The Bank shall be entitled to rely and act upon all information received from the Client or any Supplier in connection with a Payment Instruction. The Client agrees to be bound by any Payment Instruction, whether or not authorized, issued in Client's name and authenticated by the Bank in accordance with the Network Security Procedures.

BANK:

By Clare T. Trauth
 Name Clare T. Trauth
 Vice President
 Title _____

CLIENT:

By Barry Johnson
 Name Barry Johnson
 Title President

Client Attestation:

The undersigned, a duly authorized officer or representative of the Client, does hereby certify that the Client has been duly authorized to enter into and perform this Agreement and that the person signing above on behalf of the Client, whose execution of this Agreement was witnessed by the undersigned, is an officer, partner, member or other representative of the Client possessing authority to execute this Agreement.

By: [Signature] *
 Name: FRANK M. CORRIS
 Title: Chair, Insee University Council
Purchasing Group

*Note: The person signing the attestation shall be someone different from the person signing above on behalf of the Client.