

**NASPO VALUE POINT  
PARTICIPATING ADDENDUM  
(BANKCARD)**

This NASPO Value Point Application and Participating Addendum (this "**Participating Addendum**" or this "**Addendum**"), South Dakota State Contract No. 17664, sets forth the terms and conditions upon which the undersigned Participating State (together with all of its agencies and related subdivisions, collectively, the "**Participating State**") may participate in the commercial card services program (the "**Program**") established pursuant to the Amended and Restated **Cooperative Purchasing Master Agreement No. 00719/0089** dated as of January 1, 2021 (as amended, supplemented or otherwise modified, the "**Master Agreement**"), between Enterprise Services acting by and through the State of Washington ("**Enterprise Services**") and U.S. Bank National Association ("**U.S. Bank**"). This Addendum shall become effective on the date entered above U.S. Bank's signature block (the "**Effective Date**").

**AGREEMENT**

**1. Product Selection.**

| Please Select One or More Products                                                                                                                                                                                      |                                                                           |                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>Corporate Travel &amp; Expense Accounts</b>                                                                                                                                      | <input checked="" type="checkbox"/> <b>Purchasing Accounts</b>            | <input checked="" type="checkbox"/> <b>One Card™ Accounts</b>                                                                                                                                                           |
| <input checked="" type="checkbox"/> Corporate Liability<br><input checked="" type="checkbox"/> Joint and Several Liability<br><input checked="" type="checkbox"/> Contingent Liability                                  | Only Corporate Liability                                                  | Only Corporate Liability                                                                                                                                                                                                |
| <b>Estimated Annual Charge Volume</b>                                                                                                                                                                                   | <b>Estimated Annual Charge</b>                                            | <b>Estimated Annual Charge Volume</b>                                                                                                                                                                                   |
| \$ _____                                                                                                                                                                                                                | \$ _____                                                                  | \$ _____                                                                                                                                                                                                                |
| <b>Benefits*</b>                                                                                                                                                                                                        | <b>Benefits*</b>                                                          | <b>Benefits*</b>                                                                                                                                                                                                        |
| Card Network benefits plus<br>U.S. Bank supplemental common<br>carrier travel accident benefits <ul style="list-style-type: none"> <li>• \$500,000 Standard Account</li> <li>• \$1,000,000 Executive Account</li> </ul> | Card Network benefits                                                     | Card Network benefits plus<br>U.S. Bank supplemental common<br>carrier travel accident benefits <ul style="list-style-type: none"> <li>• \$250,000 Standard Account</li> <li>• \$1,000,000 Executive Account</li> </ul> |
| <b>Optional Enhancements</b>                                                                                                                                                                                            | <b>Optional Enhancements</b>                                              | <b>Optional Enhancements</b>                                                                                                                                                                                            |
| Event Planner account**<br>Managed Spend account**<br>Central Billing account**                                                                                                                                         | Event Planner account<br>Managed Spend account<br>Central Billing account | Event Planner account<br>Managed Spend account<br>Central Billing account                                                                                                                                               |

\* Benefits and protections offered by the Card Networks are established by the Card Networks outside of the control of U.S. Bank and may be changed from time to time. U.S. Bank's additional benefits may be changed from time to time. The details of such programs are outlined in brochures separately provided to Account holders.

\*\* Available only as Corporate Liability

**2. Definitions.** Unless otherwise stated in this Addendum, all capitalized terms shall have the same meaning as set forth in the Master Agreement.

3. **Term.** The term of this Addendum (the “**Term**”) shall commence on the Effective Date of this Addendum and shall be in effect until December 31, 2025. The Participating State and U.S. Bank shall have the option to extend this agreement for two (2) additional years upon mutual agreement. Notwithstanding anything to the contrary, this Agreement shall end on the termination date of the Master Agreement unless this Addendum is terminated earlier in accordance with the Master Agreement.
4. **Purchasing Entities.** Entities seeking to join the Program as “Purchasing Entities” under this Addendum must be credit approved by U.S. Bank and otherwise accepted and approved for participation under this Addendum by U.S. Bank by completing a Card User Agreement in form and substance acceptable to U.S. Bank and any other documentation deemed necessary by U.S. Bank.
5. **State Agencies.** State Agencies may participate under this Addendum provided that such State Agencies are authorized for participation by the Participating State. By authorizing participation of a State Agency, the Participating State agrees to be liable for each State Agency’s performance of the terms and conditions of this Addendum, including for all Obligations incurred under the Program by any Account holder designated by Participating State or such State Agencies. State Agencies may, at the Participating State’s election, be eligible to earn a rebate for its performance in accordance with the terms and conditions of this Addendum.
6. **Notices.** The parties will make all notifications, consents, or approvals required under this Participating Addendum in writing, unless otherwise expressly stated to the contrary. The parties will deem any required notices given either (i) two days after the date of mailing if sent by registered or certified mail, return receipt requested; or (ii) one day after the date of mailing if sent by a national overnight courier service to either of the addresses indicated below.

**To Participating State:**  
 State of South Dakota  
 Office of Procurement Mgmt.  
 523 East Capitol  
 Pierre, SD 57501  
 Attn: Procurement Director

**To U.S. Bank:**  
 U.S. Bank National Association  
 Corporate Payment Systems  
 Mail Code EP-MN-A17S  
 901 Marquette Ave.  
 Minneapolis, MN 55402, U.S.A.  
 Attn: CPS Contract Manager

7. **Governing Law and Venue.** The laws of the state of South Dakota and applicable federal laws and regulations of the United States apply to any dispute arising out of this Participating Addendum, its subject matter, or its formation. The parties shall bring any dispute or claim, arising out of or related to this Participating Addendum, before a federal or Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota, as provided by law.
8. **Incorporation.** The following are incorporated herein by reference as if set forth at length:

**Appendix A – State Specific Terms and Conditions  
 The Master Agreement**

In the event of a conflict between the terms and conditions set forth in this Addendum and/or applicable law, the conflict shall be resolved by giving precedence to the following documents in the following order:

1. This Addendum, without reference to Appendix A
  2. Appendix A – State Specific Terms and Conditions
  3. Master Agreement
9. **Authorization and Execution.** This Participating Addendum may be executed and delivered by the parties electronically, and fully executed electronic versions of this Participating Addendum, or reproductions thereof, will be deemed to be original counterparts.

| STATE                                                                   | U.S. BANK                      |
|-------------------------------------------------------------------------|--------------------------------|
| DATE: _____                                                             | DATE: _____                    |
| <b>State of South Dakota</b><br>Name of Participating State             | U.S. Bank National Association |
| _____<br>(Signature of Authorized Individual)                           | _____                          |
| <b>Steven L. Berg</b><br>(Printed Name of Authorized Individual)        | Scott R. Edstrom               |
| <b>Procurement Director</b><br>(Printed Title of Authorized Individual) | Senior Vice President          |

**Appendix A****STATE SPECIFIC  
TERMS AND CONDITIONS**

1. It is expressly agreed that the terms of each provision in this Appendix A shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Addendum into which this Appendix A is incorporated.
2. Neither the State of South Dakota, nor any State agency, agent, officer, or employee shall hold harmless or indemnify any vendor/contractor for any loss or damage beyond the amounts provided for tort claims against the State by South Dakota law. Neither the State, nor any State agency, agent, officer, or employee shall assume liability to any third person by means of a contract or agreement. The State has not, and shall not, waive or give up any immunity or protection afforded to the State of South Dakota by the Eleventh Amendment to the Constitution of the United States, and no provision of this agreement shall be interpreted as, or be deemed as, a waiver of such Amendment, nor of any immunity afforded by it to the State of South Dakota.
3. U.S. Bank agrees to comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements applicable to providing goods or services pursuant to this agreement, and U.S. Bank will be solely responsible for obtaining current information about such requirements.
4. Notwithstanding any language to the contrary, no interpretation shall be allowed that would find the State of South Dakota or any State agency has agreed to any binding arbitration, nor to the payment of damages or liquidated damages upon occurrence of a contingency. The State of South Dakota does not and shall not agree to pay any late charges in excess of those provided for in the South Dakota Prompt Payment Act, SDCL chapter 5-26.
5. This contract shall not require the State of South Dakota to purchase any insurance, nor shall the State of South Dakota be obligated to provide for any self-insurance beyond that required by South Dakota law relating to tort claims. U.S. Bank shall be required to provide insurance for: (1) Commercial General Liability; (2) Professional Liability; (3) Business Automobile Liability; (4) Workers' Compensation; (5) Crime/Employee Dishonesty; and (6) Cyber Risk Liability with terms and conditions as set out in the Master Agreement, Exhibit C, Section 1.a thru 1.f.
6. U.S. Bank hereby agrees to indemnify and hold the State of South Dakota, and its agents, agencies, officers, and employees, harmless from and against third-party actions, suits, damages, liability, or other proceedings (collectively, "**claims**") that may arise as the result of U.S. Bank's negligence or wrongful act or omission in performing services under this contract, as set forth in the Master Agreement. This provision does not require U.S. Bank to be responsible for or defend against claims to the extent such claims arise from the negligence, errors, or omissions of the State, its agents, agencies, officers, or employees.
7. U.S. Bank hereby acknowledges that the State of South Dakota and State agencies are public entities and are subject to all South Dakota statutes and laws governing open records and open meetings. It shall not be a violation or breach of this agreement for the State of South Dakota or any State agent, agency, officer, or employee to take any action that the State agency, agent, officer, or employee in good faith believes is necessary to comply with any State of South Dakota law governing open meetings or open records.

8. Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000.00) or more, by signing this Agreement U.S. Bank certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. U.S. Bank further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.
9. Compliance with Payment Card Industry Data Security Standard. All of U.S. Bank's systems and components that process, store, or transmit State data shall comply with the then most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council. To view evidence of this compliance, the State may visit Visa's website at: <https://www.visa.com/splisting/searchGrsp.do> that lists U.S. Bank as a PCI-DSS certified vendor.