

**FIRST AMENDMENT TO EXHIBIT H SAN DIEGO STATE UNIVERSITY  
ID CARD AND BANKING SERVICES AGREEMENT**

This FIRST AMENDMENT TO EXHIBIT H ID CARD AND BANKING SERVICES AGREEMENT (this "Amendment"), is made as of July 1, 2016 ("Effective Date") by and between U.S. Bank National Association ("Bank") and San Diego State University ("University"), and is incorporated into the Agreement by reference.

Pursuant to the SAN DIEGO STATE UNIVERSITY ID CARD AND BANKING SERVICES AGREEMENT dated as of October 31, 2011 (the "Agreement"). Under Exhibit H Bank agreed to be the exclusive provider of campus ID Card Banking Services to the University that may be accessed by and through an identification card ("Exhibit H"). (All capitalized terms not defined herein will have the definition given to them in the Agreement)

Pursuant to the Department of Education's release of a new rule amending part 668 of Title 34 of the Code of Federal Regulations, University and Bank want to amend the Agreement to reflect the necessary contractual changes required by the new rule to the current Agreement.

Therefore, in consideration of the premises, the mutual covenants hereinafter set forth, the payments provided for in this Amendment, and other good and valuable consideration, the parties agree as follows:

**Amendment of Section 1 Banking Services**

Section 1.1.2 of Exhibit H is deleted in its entirety and the following language is substituted in its place there of all purposes:

**1.1.2 ID Card Selection and Activation.** Users will have the option of selecting the standard ID Card without Banking Services or the Visa-branded Maxx Card with Banking Services. Users with active Bank checking accounts are able to activate the ATM/PIN based POS functionality, or obtain a Maxx Card with ATM/ Visa debit functionality, for no additional fee.

Section 1.3 of the Exhibit H is deleted in its entirety and the following language is substituted in its place thereof for all purposes:

**1.3 Account Features.** Bank will offer a checking account product with student and workplace benefits, account features and fees are available upon request. Bank reserves the right to amend or enhance such features and fees from time-to-time, but will never charge additional fees for opening a student checking account, or allow the ID Card to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATMs on University's campus will be free of transaction charges to Bank account holders when accessing their account with a Bank ATM/Debit Card or linked ID Card throughout the Term of this Agreement and any renewal periods. Additional enhancements to Banking Services will be subject to further agreement of both parties.

Section 1.5 and the following language are added to Exhibit H for all purposes:

**1.5 Reporting.** Within 60 days following the most recently completed Title IV award year, Bank will provide an annual reporting of the number of students with accounts for any portion of such year under this Agreement, and will include the mean and median of the actual costs incurred by student account holders.

**Amendment of Section 6 Royalty Schedule**

The title of Section 6 of Exhibit H shall be deleted and replaced with the following title for all purposes:

**6. Operations Schedule**

Section 6.1 of Exhibit H shall be deleted in its entirety and the following language shall be substituted in its place for all purposes.

**6.1 Operations Schedule.** Bank shall pay to University amounts as described in Exhibit E ("Operations Schedule").

**Amendment of Section 7 Term and Termination.**

For clarity, termination rights provided for under this Amendment apply only to the ID Card and Banking Services Agreement program and do not give any further termination rights whatsoever to University in connection with any On-Site Bank License/ Lease agreement, any ATM agreement or any other ancillary agreements, exhibits, or addenda that do not pertain to the ID Card and Banking Services program as set forth in Exhibits E, G and H to the Agreement.

Section 7 of Exhibit H is deleted in its entirety and the following language is substituted in place thereof for all purposes:

**7. Term and Termination.** This Agreement will remain in effect until October 31, 2020 to be coterminous with the Branch Licensing Agreement between the parties. In the event that the parties continue Exhibit H until expiration on October 31, 2020 Bank will make the final prorated payment to the University under this Agreement as enumerated in Exhibit E within sixty (60) days of the expiration of this Agreement. Should this Exhibit H be terminated prior to the expiration date, Bank will make the final prorated payment due under Exhibit E to the University within sixty (60) days of the termination effective date.

**7.1 Breach.** In the event of a breach of this Agreement by either party at any time during the term of this Agreement, the non-breaching party shall provide written notice of such breach. In the event the breach is not cured or a suitable plan for curing the breach is not proffered within thirty (30) days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional ten (10) days written notice to the breaching party, subject to Section 7.2 regarding immediate termination for cause.

**7.2 Immediate Termination for Cause.** Either party may terminate this Agreement immediately upon written notice to the other in the event of: (1) the liquidation or dissolution of the other party; (2) the making of an assignment of a substantial portion of its assets for the benefit of its creditors; (3) the filing of a voluntary or involuntary petition under any federal or state bankruptcy statute by the other party; or (4) the inability of the other party to pay its debts as they become due.

**7.3 Termination for Complaints or Fees.**

**7.3.1 Complaints.** University will complete and share with Bank a biennial due diligence review of student complaints associated with Bank's accounts provided in connection with this Agreement. After joint review University may terminate this Agreement upon 90 days' notice to Bank if University determines that number of complaints were excessive.

**7.3.2 Fees.** University will complete and share with Bank a biennial due diligence review of the fees assessed student accounts in connection with this Agreement. After joint review University may terminate this Agreement upon 90 days' notice to Bank if University determines the fees assessed students under this Agreement are not consistent with or are above the prevailing market rates for the Banking Services.

**7.3.3 Fee Structure.** Bank will provide University an inventory of the current fee schedule in order to complete the biennial review mentioned in 7.3.2.

**7.4 Termination for Change in Law.** Bank may terminate this Agreement at any time with 30 days' notice to University without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, national association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on Bank prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of Bank or will require burdensome capital contributions or expenditures.

**7.5 Termination; Effect on Users** University and Bank agree that each User who has a checking account with Bank attached to an ID Card shall be a customer of Bank and, upon any termination of this Agreement pursuant this Section 8, or upon Users leaving University, each User shall remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users in order to sell them the full range of banking products during the term of this Agreement or after its termination. University reserves the right to solicit such Users after the termination of this Agreement, in order to sell them any banking products offered through University by any party. Upon any termination of this Agreement pursuant to this Section, University shall cooperate with Bank in order to de-link the User accounts from ID Card. Bank acknowledges that ID Cards and the ISO numbers used for ID Card accounts are and shall remain the property of University at all times.

**7.6 Survival.** The rights and responsibilities of each party as embodied in Section 5 ("Marketing") regarding the use of marks and other intellectual property, Section 6 ("Operations Schedule") relating to outstanding amounts due, Section 9 ("Indemnification; Losses") regarding indemnification, and Section 12.2 ("Confidential Information") regarding the use and preservation of confidential information will survive the termination of this Exhibit H, or the entire Agreement. University

#### Amendment of Notices Section 11

Section 11 of Exhibit H is deleted in its entirety and the following language is substituted in place thereof for all purposes.

**11. Notices.** All notices and statements by either party in connection with this Agreement shall be binding upon the recipient if sent to the following addresses. All notices under this Agreement must be made by hand delivery or certified or registered mail, first class, postage prepaid and return receipt requested.

**University:** San Diego State University  
Contract and Procurement Management  
Director, CPM  
5500 Campanile Drive  
San Diego, CA 92182

**Bank:** U.S. Bank National Association  
Campus Banking  
Attn: Vincent Roos, Vice President  
6940 Mission Road/ SL-KS 9255  
Prairie Village, KS 66208

#### Amendment of Exhibit H Attachment B Maxx Card Services

Attachment B of Exhibit H is deleted in its entirety and the following language is substituted in place thereof for all purposes.

#### **Maxx Card Services**

The Maxx Card is an instantly issued VISA branded campus ID/debit card – all in one. The Maxx Card is issued through the on-campus Bank branch and is immediately active for customer use by Users.

With the instant issue VISA Maxx Card program, the User starts by visiting SDSUcard office to request the Maxx Card, gets a photo taken, and then immediately visits the adjacent Bank branch to complete the issuance of the card. User can open a new U.S. Bank checking account during this process, or can use an existing U.S. Bank checking account. Maxx Cards cannot be issued to non-U.S. Bank customers.

ID Card Office sends a print job to a University owned printer housed in Bank branch, which holds the VISA branded card stock provided by Bank. The University owned printer will encode the bottom magnetic stripe to the University's

specifications and personalize the card to Bank and University specifications. The User leaves Bank branch with a fully functional ID card and U.S. Bank VISA check card.

Because this is an opt-in program, students, staff and faculty who choose not to participate in the Maxx Card program will be issued a standard SDSUcard and will not have Banking functionality on the card.

#### **Maxx Card Costs**

Bank will be responsible for the procurement and storage of blank Maxx Card VISA branded cardstock. The cardstock arrives at the campus branch with the Bank magnetic stripe pre-encoded and the 16-digit ISO number preprinted on the front of the card. This assumes the Maxx Card VISA branded cardstock is standard CR80 cardstock with two magnetic stripes and no contactless or chip technology (e.g. prox, iClass, etc.).

University will be responsible for providing the following items in support of the Maxx Card program:

- Card printer for printing photo images and other personalized information
  - Same or similar to printer(s) currently being used for standard cards
  - Housed in on-site Bank branch
  - Must include a lockable card input hopper
  - Must apply a clear overlay on the front of the card after card production

In addition, University will be responsible for ensuring that its employees participate in the required training programs and comply with all operating procedures that are required to develop and administer the Maxx Card program.

#### **Original Agreement Ratified and Affirmed**

Except as set forth above, the Agreement is ratified and affirmed in all respects.

**Agreed as of the date first written above:**

**U.S. Bank National Association**

By: Amy C. Howard

Its: EVP, In-Store/On-Site Division

Date: 8/24/16

**San Diego State University**

By: Bruce Petrylo

Its: Director, Contract

Date: August 18, 2016

**FIRST AMENDMENT TO EXHIBIT E  
ROYALTY SCHEDULE**

This FIRST AMENDMENT TO ROYALTY SCHEDULE (this "Amendment"), is made as of July 1, 2016 ("Effective Date") by and between U.S. Bank National Association ("Bank") and San Diego State University ("University"), and is incorporated into the Agreement by reference.

Pursuant to the SAN DIEGO STATE UNIVERSITY ID CARD AND BANKING SERVICES AGREEMENT dated as of October 31, 2011 (the "Agreement"). Bank agreed to be the exclusive provider of campus ID Card Banking Services to the University that may be accessed by and through an identification card. In Exhibit E to the Agreement, Bank agreed to provide a royalty payment to help fund the University's card program operations. ("Exhibit E") (all capitalized terms not defined herein will have the definition given to them in the Agreement)

The Bank and University have changed the way the operations payments are made and are amending Exhibit E to reflect the changes in their relationship.

Therefore, in consideration of the premises, the mutual covenants hereinafter set forth, the payments provided for in this Amendment, and other good and valuable consideration, the parties agree as follows:

**Title Amendment of Exhibit E Royalty Schedule.**

The title of Exhibit E is deleted in its entirety and replaced with the following title for all purposes.

Operations Schedule

**Amendment of Section 2**

Section 2 of Exhibit E is deleted in its entirety and the following language is substituted in place thereof for all purposes.

- Bank will pay an annual operations payment to University of \$100,000 in February of each year beginning in 2017. The operations payment will continue for the remainder of the Agreement term including any renewal terms, unless this Exhibit E is terminated prior to the termination of the Agreement or unless the operations payment is modified in writing and signed by both parties. If this Agreement completes the full term, the last operations payment will be October 31, 2020 for the prorated amount of \$75,000 payable as set forth in Exhibit H Section 7 of this Agreement.

**Amendment of Section 3**

Section 3 of Exhibit E is deleted in its entirety for all purposes and the following language is substituted in place thereof for all purposes.

- [Intentionally Omitted]

**Original Agreement Ratified and Affirmed**

Except as set forth above, the Agreement is ratified and affirmed in all respects.

Agreed as of the date first written above:

U.S. Bank National Association

By: Amey C. Head

Its: EVP, In-Store/On-Site Division

Date: 8/24/16

San Diego State University

By: Bruna Petryza

Its: Director, Contracts

Date: August 18, 2016