

**FOURTH AMENDMENT TO
COUGARCARD AND BANKING SERVICES AGREEMENT**
WSU Contract #17072

THIS FOURTH AMENDMENT TO AGREEMENT (the "Amendment") is made as of February 24, 2017, between **Washington State University**, an institution of higher education and agency of the state of Washington ("University") and **U.S. Bank National Association**, a national banking association ("Bank").

- A. Pursuant to the AGREEMENT dated as of June 14, 2007, as amended by the First Amendment to the Agreement dated April 30, 2015, and the Second Amendment to the Agreement dated June 1, 2016, and the Third Amendment to the Agreement dated February 24, 2017 (collectively, the "Agreement"), Bank agreed to be the exclusive provider of campus ID card Banking Services to University that may be accessed by and through an identification card (the CougarCard).
- B. University and Bank desire to amend the Agreement to alter certain provisions thereof on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank agree as follows:

- 1. **Amendment of Exhibit D, Card Operations Payment.**
Exhibit D is amended by the deletion of the section titled, **VISA branded campus ID/debit card**, and using the following language 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 Cougar Card 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 Cougarcard 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.). Purchase of contactless or chip Maxx cards will be the responsibility of the University to Bank specifications.

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.

2. **Authority.** University and Bank each represents and warrants that it has all the necessary approvals and authority to enter into this Amendment, and shall indemnify and hold each other harmless for any breach of this representation and warranty.
3. **No Existing Defaults.** University and Bank represent and warrant that there are currently no defaults by either party under the Agreement.
4. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. Faxed signatures shall be considered originals.
5. **Ratification.** All of the terms of the Agreement, as amended hereby, are hereby ratified and confirmed.
6. **Defined Terms.** Unless otherwise stated, all capitalized words in this Amendment that are not normally capitalized shall have the meaning ascribed in the Agreement.

[remainder of page intentionally left blank]

WHEREFORE, University and Bank have executed this Amendment as of the date first above written.

WASHINGTON STATE UNIVERSITY:

By: 

Print Name: Matt Skinner

Title: Associate Vice President,
Financial Services

By: 

Print Name: Terry Boston

Title: Associate Vice President,
Administrative Services and Student Affairs

U.S. BANK NATIONAL ASSOCIATION:

By: 

Print Name: Amy C. Hurd

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