

SECOND AMENDMENT TO COUGARCARD AND BANKING SERVICES AGREEMENT

This SECOND AMENDMENT TO THE COUGARCARD AND BANKING SERVICES AGREEMENT (this "Second Amendment"), is made as of June 1, 2016 ("Effective Date") by and between U.S. Bank National Association ("Bank") and Washington State University ("University") and is incorporated into the Agreement by reference.

Pursuant to the AGREEMENT dated as of June 15, 2007, and as amended thereafter by the First Amendment as of April 30, 2015 (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. (all capitalized terms not defined herein will have the definition given to them in the Agreement)

Pursuant to the Department of Education's October 21, 2015 release of a new rule amending part 668 of Title 34 of the Code of Federal Regulations, University and Bank want to make this Second Amendment to the Agreement to reflect, in part, the necessary contractual changes required by the new rule. The parties agree that the provisions of this Second Amendment are to supersede any conflicting terms in the Agreement or the First Amendment thereto.

Therefore, in consideration of the premises, the mutual covenants hereinafter set forth, the parties agree as follows:

BANKING SERVICES

Amendment of Section 1 Banking and CougarCard Services.

Section 1.3 of the Agreement is deleted in its entirety and the following language is substituted in 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 the agreement for all purposes.

1.5 Reporting. Within 60 days following the most recently completed Higher Education Act of 1965 Title IV funding 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 10 Termination.

For clarity, the following additional termination rights provided under this Second Amendment apply only to the Cougar Card and Banking Services Agreement 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 between University and Bank.

Section 10 of the Agreement is amended by the addition of Sections 10.3 and 10.4 and their corresponding language for all purposes:

10.3 Termination for Excessive 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 are excessive.

10.4 Termination for Excessive 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.

Amendment of Section 8 Notices.

Section 8 is deleted in its entirety and the following language is substituted in place thereof for all purposes.

University:

Washington State University
Administrative Services
Attn: Executive Director
P.O. Box 641722
Pullman, WA 99164-1722

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

Original Agreement Ratified and Affirmed

Except as set forth above, U.S. Bank and University intend to be legally bound the Agreement and First Amendment, both are ratified and affirmed in all respects.

Agreed as of the date first written above:

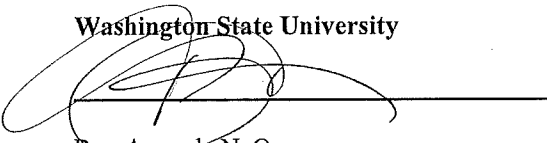
U.S. Bank National Association

By: 

Its: SVP, Regional Mgr OSB

Date: 6/13/16

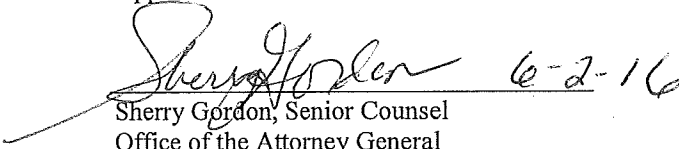
Washington State University

By: 
By: Amanda N. Owen

Its: Contracts Manager, Finance and Admin

Date: 5-31-16

Approved As to Form:


Sherry Gordon, Senior Counsel
Office of the Attorney General

6-2-16