

UNLV | PURCHASING & CONTRACTS

CONTRACT FOR CAMPUS ID CARD AND BANKING SERVICES FOR THE UNIVERSITY OF NEVADA, LAS VEGAS

This Contract 6462 ("**Contract**") is made effective May 1, 2014 (the "**Effective Date**") by and between the Board of Regents of the Nevada System of Higher Education ("**NSHE**"), on behalf of the University of Nevada, Las Vegas, ("**UNLV**") and U.S. Bank National Association, a national banking association, EIN 31-0841368 ("**Bank**" or "**U.S. Bank**"), and is based on the following facts:

RECITALS

UNLV requires a contractor to provide Campus ID Card Banking Services.

On July 2, 2013, UNLV issued its Request for Proposal No. 579-KO (the "**RFP**") seeking proposals from qualified contractors to provide on-site banking branch services and campus ID card banking services.

On August 29, 2013, Bank submitted a proposal ("**Proposal**") in response to the RFP to be UNLV's exclusive provider of a campus ID card with banking functionality, the RebelCard Maxx ("**RebelCard Maxx**" or "**Maxx Card**") (as defined below in Exhibit A).

On December 9, 2013, UNLV selected Bank's Proposal as the one best suiting its needs.

Based on the foregoing Recitals, and for other valuable consideration, the parties agree as follows:

AGREEMENT

ARTICLE I TERM

A. INITIAL TERM

The Contract shall commence as of the Effective Date and remain in effect for eight years, unless otherwise terminated in accordance with this Contract ("**Initial Term**" or "**Term**").

B. RENEWAL TERM

Upon mutual written agreement this Contract may be renewed for two (2) additional one (1) year terms ("**Renewal Term(s)**" or "**Term(s)**").

C. CONTRACT EXTENSION

Without renewing the Term of this Contract, UNLV shall have the right to extend this Contract for up to ninety (90) calendar days from its expiration date of the then applicable Term for any reason. UNLV may exercise this right by providing written notice to Bank at least twenty (20) calendar days prior to the expiration of this Contract. Should UNLV exercise its right to extend this Contract for ninety (90) days beyond the expiration of this Contract, Bank shall be entitled to receive consideration as provided for in this Contract (if any), pro-rated for the period for which UNLV requests additional services.

**ARTICLE II
SCOPE OF CONTRACT**

Bank shall provide the services as further described in Exhibit A (the "**Services**" which shall include any applicable Deliverables).

In the event of conflict among any of the terms and conditions set forth in any of the preceding documents, the terms and conditions of such documents shall govern in the following order of precedence: (1) this Contract, (2) the RFP, and (3) the Proposal (including all modifications, but not including any legal terms and conditions or any exceptions). Bank agrees to be bound by any warranties and representations made by Bank in the Proposal or Bid and shall notify UNLV immediately if there are any material changes to the warranties and representations set forth by Bank in its Proposal or Bid, as applicable. This Contract, together with all attachments, addenda, and exhibits, the RFP, and the Proposal (including all modifications, but not including any legal terms and conditions or any exceptions) constitutes the entire agreement between the parties on the subject matter of the Services and supersedes all previous agreements, whether written or oral between the parties with respect to the subject matter hereof, whether express or implied and shall bind the parties unless the same be in writing and signed by the parties. The parties further understand and agree that the other party and its agents have made no representations or promises with respect to this Contract, except as in this Contract expressly set forth. Contract 6168, Retail Lease Agreement ("**Lease Agreement**") was executed by the parties with an effective date of May 1, 2014, and will govern the lease to Bank by UNLV of certain retail space in the UNLV Student Union for a Bank branch location.

UNLV may, at its sole option, develop additional job-specific scopes of work ("**Scopes of Work**" or "**SOW**"). In the event that UNLV elects to request additional services from Bank, additional scope, schedule, and compensation will be negotiated with Bank. Nothing in this Contract shall be construed as guaranteeing Bank that any additional Scopes of Work will be actually requested.

**ARTICLE III
CONSIDERATION**

Bank shall pay UNLV amounts as described in Exhibit B and in accordance with the terms herein.

**ARTICLE IV
DEFAULT**

A. DEFAULT BY CONTRACTOR

UNLV shall provide Bank written notice of any material breach of this Contract. Should Bank fail to cure such material breach within thirty (30) business days following receipt of written notice, UNLV shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. On the effective date of the termination, Bank shall terminate all work and take all reasonable actions to mitigate expenses, and Bank shall immediately refund UNLV a pro-rata amount of any advance or prepaid unearned monies. In case of default by Bank, UNLV reserves the right to hold Bank responsible for any actual, consequential or incidental damages.

B. DEFAULT BY UNLV

Bank shall provide UNLV written notice of any material breach of this Contract. Should UNLV fail to cure such material breach within thirty (30) business days following receipt of written notice, Bank shall have the right at its sole discretion, in addition to all other applicable remedies at law or in equity, to terminate further performance of this Contract. Notwithstanding the foregoing, on the date of termination for a material breach by UNLV, Bank shall terminate all work and take all reasonable actions to mitigate expenses. Notwithstanding anything to the contrary herein and regardless of choice of law, UNLV hereby asserts and shall be entitled to claim sovereign immunity and be entitled to all applicable liability limits and statutory protections, including, but not limited to those set forth in NRS Chapter 41.

ARTICLE V INSURANCE, LIABILITY & INDEMNIFICATION

A. INSURANCE

Bank shall be fully responsible for and shall indemnify UNLV for any acts or omissions of any contractors, subcontractors, design builders, subdesign builders, architects, subarchitects, engineers, consultants, subconsultants, service providers, and vendors engaged by Bank to perform any of the Services (collectively, "**Subcontractor(s)**"). Bank (which for the purposes of this Article shall include Subcontractor(s)) is required, at its sole expense, to procure, maintain, and keep in force for the duration of this Contract, work, Services or event, the following insurance coverage conforming to the minimum requirements specified below unless a change is specifically agreed to in writing by UNLV. The required insurance shall be in effect on or prior to the commencement of the Contract, work, Services or event by Bank and shall continue in force as appropriate until the latter of:

- Final acceptance, or
- Such time as the insurance is no longer required under the terms of this Contract.

1) Commercial General Liability –

- Must be on a per occurrence basis.
- Shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, Subcontractors, completed operations, personal injury, products, and liability assumed under this Contract.
- Limits of Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

Crime Insurance-

- Contractor shall purchase crime insurance when handling Contractor's money, securities or other property. The insurance policy shall provide coverage for employee theft, forgery or alteration, burglary, computer fraud, counterfeit funds, transfer fraud, or any other similar risk covered by most crime insurance policies. The limit shall be a minimum of \$1,000,000.

Cyber/Security Breach Insurance-

- Must be on a per occurrence basis.
- Limits of Liability: \$2,000,000 annual aggregate.

- 2) Automobile Liability – For Services not exceeding \$1,000,000 the minimum limit of liability required is a Combined Single Limit (“CSL”) of \$500,000 per occurrence. For Services exceeding \$1,000,000 the minimum limit of liability required is a CSL of \$1,000,000 per occurrence. Coverage shall include owned, non-owned, and hired vehicles and be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.
- 3) Workers' Compensation - Employers Liability Limits shall be at least \$100,000 per occurrence and for occupational disease. Workers' Compensation is required by law for anyone with employees. Sole proprietors and corporate officers can waive coverage with mandatory affidavit available from UNLV. If providing services, Bank shall provide proof of Workers' Compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapter 616A-D and all other related chapters, is not required.
- 4) Subrogation must be waived against “The Board of Regents of the Nevada System of Higher Education.”
- 5) “The Board of Regents of the Nevada System of Higher Education” must be named as an Additional Named Insured on all primary and excess / umbrella liability policies (excluding professional liability) affording the broadest possible coverage. Endorsements shall be submitted to allow blanket addition as required by the Contract or individualized endorsement naming the NSHE/UNLV as an additional insured.
- 6) Insurance maintained by Bank shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to in writing by UNLV. Such approval shall not relieve Bank from the obligation to pay any deductible or self-insured retention.
- 7) Policy Cancellation / Change in Policies and Conditions Notifications

Bank shall:

- Have each of its insurance policies endorsed to provide ten (10) days' notice for non-payment of premium;

- Send to UNLV a facsimile copy of the policy cancellation and / or change of policy and conditions notice in this paragraph to UNLV within three (3) business days upon its receipt;
- Attach a copy of this signed endorsement to the Certificate of Insurance; Provide UNLV with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance until such time as the insurance is no longer required by UNLV; and
- Immediately notify UNLV in writing and immediately replace such insurance or bond with insurance or bond meeting this Contract's requirements if at any time during the period when insurance is required by this Contract, an insurer or surety fails to comply with the requirements of this Contract.

Ensure the Primary Policy complies as follows–

- Bank must have its policy endorsed to reflect that its insurance coverage is primary over any other applicable insurance coverage available.
 - Any Bank's insurance or self-insurance available to UNLV shall be in excess of and non-contributing with any insurance required.
- 8) Ensure the Loss Policy complies as follows– “The Board of Regents of the Nevada System of Higher Education” shall be named as loss payee as respects its interest in any property that Bank has an obligation to insure on behalf of UNLV.
- 9) Ensure that its insurance policies be -
- Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus line insurers acceptable to the State of Nevada and having agents in the State of Nevada upon whom service of process may be made; and
 - Currently rated A.M. Best as A - IX or better.
- 10) Provide Evidence of Insurance Requirements

Prior to the start of any work, Bank must provide the following documents to UNLV:

- Certificate of Insurance: The ACORD 25 Certificate of Insurance form or a form substantially similar must to show evidence the insurance policies and coverage required of Bank;
- Additional Insured Endorsement: Original Additional Insured Endorsement(s) signed by an authorized insurance company representative(s);
- Policy Cancellation Endorsement: The Risk Management Department at the Nevada System of Higher Education's Business Center South (RMBCS) shall be given thirty (30) days' written notice of policy cancellation;
- Waiver of Subrogation Endorsement;
- Endorsement reflecting Bank insurance policies are primary over any other applicable insurance; and
- Loss Payee Endorsement.

B. OFFICIALS, OFFICERS, AGENTS, REGENTS AND EMPLOYEES OF NSHE/UNLV NOT PERSONALLY LIABLE

In no event shall any official, officer, regent, employee, or agent of NSHE/UNLV in any way be personally liable or responsible for any obligation contained in this Contract, whether expressed or implied, nor for any statement, representation or warranty made or in connection with this Contract.

C. INDEMNIFICATION

Bank will defend, hold harmless, and indemnify NSHE/UNLV, its officers, regents, employees, and agents from and against any liabilities, losses, damages, costs, and expenses (excluding attorneys' fees), arising either directly or indirectly from any act or failure to act by Bank or any of its officers, employees, agents, or Subcontractors, which may occur during or which may arise out of the performance of this Contract except to the extent caused by the acts or omissions of UNLV, its employees, regents, or agents (collectively, "Claims"). In the event NSHE/UNLV seeks indemnification from Bank, NSHE/UNLV will provide notice to Bank of the events leading to the claim as soon as known to NSHE/UNLV and NSHE/UNLV will allow Bank to control the defense of such claims in return for Bank's indemnification. NSHE/UNLV will be entitled to employ separate counsel and to participate in the defense of any Claim at its sole discretion and expense. Bank shall not settle any Claim or threat thereof without the prior written approval of NSHE/UNLV, whose consent shall not be unreasonably withheld, where the settlement would require payment of funds by NSHE/UNLV or admit or attribute to NSHE/UNLV any fault or misconduct. Bank shall be fully responsible to NSHE/UNLV and shall indemnify NSHE/UNLV for any acts or omissions of any Subcontractors hired by Bank, regardless of whether NSHE/UNLV consented to the use of any such Subcontractors.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. APPROPRIATIONS

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by UNLV for the performance of this Contract. If sufficient appropriations and authorizations are not made by UNLV, this Contract shall terminate, without penalty, upon thirty (30) calendar days' written notice being given by UNLV to Bank.

B. ASSIGNS AND SUCCESSORS

Neither party shall assign this Contract or any interest therein to any other person or business without the prior written consent of the other party. Such consent shall not be required in the event of a name change, assignment to a parent company or subsidiary, or a merger or acquisition of all or substantially all of the other party's assets or as required by law, provided the new party accepts and assumes all related terms, conditions and obligations of this Contract.

C. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants as follows:

Neither the execution nor the delivery of this Contract, nor performing the activities contemplated by this Contract, violates or conflicts with any applicable law, regulation, or rule, or contract to which the party is subject.

Each party has the authority to enter into this Contract and has received all necessary approvals, notwithstanding any exceptions provided herein.

Each party will at all times during the Term(s), comply with all applicable local, state and federal standards, codes, statutes and regulations, including, but not limited to, OSHA, EPA, ADA, HIPAA, and provide upon request, proof of compliance with the foregoing.

Except as otherwise provided herein, UNLV warrants and represents that it will not during the Term(s) of this Contract, have any relationships with other financial services companies for the provision of identification cards with banking functionality for the RebelCard other than Bank that would compromise the exclusivity provisions of this Contract or the purposes for which this Contract was entered by Bank.

D. CONFIDENTIALITY

The parties acknowledge and agree that they will keep all confidential information, including all information marked "Confidential" or similarly marked, or information that the recipient should, in the exercise of reasonable business judgment, recognize as confidential; ("**Confidential Information**") secure and they are not to disseminate or use any materials and/or data that belongs to the other party, whether originals or copies, without the Confidential Information owner's written permission. The parties acknowledge that the other party would be materially harmed if such confidentiality is not maintained and any referenced material and/or data was disseminated in any form without the owner's prior written approval.

This Agreement does not contemplate sharing the User's Confidential Information between the parties. However, Bank and UNLV both acknowledge that each party, or its agents and subcontractors, may come into possession of some Confidential Information, not otherwise known or available to the general public, relating to the other party while performing under this Agreement. Each party agrees, except as may be required by applicable law or regulation, or by legal process, to keep such information confidential and not disclose the same to third parties (other than affiliate or subsidiary companies, legal counsel, accountants or other outside professionals representing each party or its respective affiliates or subsidiaries, on a need-to-know basis), to maintain adequate controls over such information and third parties who have access to such information to protect it from disclosure, and to further comply with all federal and state information security and confidentiality laws, including but not limited to the Family Educational Privacy Act ("**FERPA**") of 1974, and the Gramm-Leach-Bliley Act ("**GLBA**").

Bank shall not be required to provide any financial records or information relating to individual Bank customers to UNLV, nor shall UNLV be required to provide any student information records to Bank, for purposes of calculating Royalty Payments (as defined below). Notwithstanding the foregoing, Bank and UNLV agree to the provision of limited amounts of UNLV's Confidential Information for marketing mailing lists that include only the name and addresses of current or potential UNLV students ("**Marketing Information**"), such information specifically excludes all other Confidential Information of either party. If such Marketing Information is provided by UNLV (at UNLV's sole discretion), Bank shall immediately inform UNLV by telephone at (702) 895-1886, by email at informationsecurityoffice@unlv.edu, and in writing at the notice address of any Marketing Information security incident, suspected unauthorized access, or breach involving UNLV Marketing Information of which Bank becomes aware. Except as prohibited by law, Bank agrees to immediately destroy all Confidential Information and Marketing Information received hereunder upon termination of this Contract, or

at UNLV's option, return such Confidential Information and Marketing Information. Bank agrees to stipulate to an entry of injunctive relief without posting bond, in order to prevent or remedy a breach of this Section. This Section shall survive termination of this Contract. Notwithstanding anything to the contrary herein, this Contract is subject to the provisions of the State of Nevada Public Records Act, Nev. Rev. Stat. 239.010, such that this Contract, pricing and other information and documents received from Bank may be open to public inspection and copying. All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records (Refer to NRS 333.333 and NRS 600A.030(5)). UNLV will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Bank shall label any Bank Confidential Information as a "Trade Secret" or "Proprietary" or "Confidential" in accordance with NRS 333.333, provided that Bank thereby agrees to indemnify and defend UNLV for honoring such as designation. The terms "Proprietary," "Confidential," and "Trade Secret" shall be construed and governed in accordance the Nevada Public Records Act and pursuant to Nevada Revised Statutes ("**NRS**") Chapter 333 which states that only specific information may be labeled a "Trade Secret" as defined in NRS 600A.030(5). For the avoidance of doubt, this Contract and any pricing provided shall not be considered proprietary or Bank's Confidential Information and no notice will be provided to Bank to disclose this Contract and any pricing in response to a valid Nevada Public Records request. Each undersigned party that receives information hereunder is a receiving party ("**Receiving Party**") and each undersigned party that discloses information hereunder is a disclosing party ("**Disclosing Party**"). Neither party shall have a duty to keep confidential any information which (i) is or becomes generally available to the public other than as a result of a disclosure by the parties or their representatives, (ii) was available to the Receiving Party prior to or at the time of its disclosure by the Disclosing Party, free from any obligation to keep such information confidential, or (iii) becomes available from a source other than the parties or their representatives, if that source is not bound by a confidentiality agreement, (vi) is independently developed by the Receiving Party without use of the Disclosing Party's proprietary or confidential information, (iv) the Receiving Party is required by law or any regulatory, self-regulatory, judicial or investigative body to make disclosure, or (v) if such disclosure is made with the written consent of the Disclosing Party.

E. DEBARMENT/SUSPENSION STATUS

By signing the Contract, Bank certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any state agency or local public body. Bank agrees to provide immediate notice to UNLV in the event of being suspended, debarred or declared ineligible by any state or federal department or agency, or upon receipt of a notice of proposed debarment during the Term of this Contract.

F. EQUAL EMPLOYMENT OPPORTUNITY

By signing this Contract, Bank certifies that it and its Subcontractors do not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, gender, sexual orientation, gender identity, age, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment. In the event Bank or its Subcontractors are found guilty by an appropriate authority to be in violation of any such federal, state, or local law, UNLV may

declare Bank in breach of this Contract and immediately terminate this Contract, and Bank shall immediately refund UNLV any prepaid or advance unearned monies that UNLV paid to Bank.

G. GOVERNING LAW

The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this Contract, excluding any laws or principals regarding the conflict or choice of laws. Any and all disputes arising out of or in connection with this Contract shall be litigated in a court of competent jurisdiction in Clark County, State of Nevada, and Bank expressly consents to the jurisdiction of said court.

H. HEADINGS

The headings in this Contract are for purposes of convenience and reference only and shall not in any way define, limit, extend or otherwise affect the meaning or interpretation of any of the terms hereof.

I. INDEPENDENT CONTRACTOR

Bank expressly agrees that Bank's employees and/or Subcontractors shall not be treated or considered as the servants and employees of UNLV, it being the intention of the parties that Bank shall be and remain an independent contractor, and that nothing contained in this Contract shall be construed inconsistent with that status. Bank covenants and agrees to save and hold harmless UNLV from and against any and all damages, claims, costs or expenses whatsoever, due to the existence of any applicable labor/employment codes, ordinances, and of any and all claims, costs and expenses in connection therewith under any claim or subrogation provided by said applicable codes, ordinances or otherwise.

J. MODIFICATION

No alteration, modification, amendment, or supplement to this Contract or any of its provisions shall be effective, enforceable or binding unless made in writing and duly signed by the parties.

K. NOTICES

Written notices required under this Contract shall be sent certified mail, return receipt requested, to:

UNLV as follows: Director of Purchasing
University of Nevada, Las Vegas
4505 S. Maryland Parkway
Las Vegas NV 89154-1033

Bank as follows: U.S. Bank
On-Site Branch Banking
9633 Lyndale Ave. , EP-MN-0316
Bloomington, MN 55420
Attn: Daniel Hoke

L. OWNERSHIP OF MATERIALS

By signing this Contract, Bank acknowledges that any materials and/or data (but excluding any Bank Confidential Information) that are prepared for UNLV as part of this Contract ("**UNLV Materials**"), are the property of UNLV.

M. TAXES, LICENSES AND PERMITS

It is the Bank's responsibility to secure all required licenses, permits, franchises, lawful authority and insurance necessary for the proper execution and completion of the Services to be performed hereunder. Bank warrants and agrees that it is, and shall remain for the duration of this Contract, a duly organized, validly existing entity, in good standing, with all the requisite power, permissions, licenses, permits, franchise, insurance and authorities necessary to provide the goods and/or Services. UNLV is exempt from paying state, local and federal excise taxes as provided by Nevada Revised Statutes ("**NRS**"). The NSHE/UNLV State Tax Exempt Number is RCE-000-441. The Federal Tax ID number is 88-6000024.

Companies conducting business for profit in Nevada are required to have a current Nevada business license pursuant to NRS 76.100(1) unless the entity is either a) a non-profit corporation or b) meets the requirements for an exemption and has filed the appropriate notice of exemption with the Nevada Secretary of State. Bank certifies that it has a current Nevada business license or it is exempt and agrees to provide immediate notice to UNLV in the event the license is no longer valid.

N. TERMINATION

1) UNLV shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason by providing Bank with sixty (60) calendar days' advance written notice. Such termination shall be effected by written notice from UNLV to Bank, specifying the extent and effective date of the termination. Either party may terminate this Contract 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; (4) the inability of the other party to pay its debts as they become due; (5) if directed to do so by a government entity or regulatory authority with oversight powers of either party; or (6) if due to an act of regulatory or rule making authority, the continuation of this Contract becomes untenable due to regulatory constraints placed upon either party resulting in a severe curtailing of revenue or an implementation of costs so prohibitive as to result in the discontinuation by either party of the overall type of program offered under this Contract by their respective organizations.

2) This Contract is at all times contingent upon the Lease Agreement being in effect. In the event that the Lease Agreement is terminated in accordance with the Lease Agreement terms, either party may terminate this Contract, effective on the effective date of termination (after any applicable rights to cure have been exercised and exhausted) of the Lease Agreement or thereafter, provided the party provides at least sixty (60) days' advance written notice to the other party.

3) UNLV and Bank agree that each User (as defined in Exhibit A) who has an account with Bank that is attached to a Maxx Card shall be a customer of Bank and, upon any termination of this Contract, or upon Users leaving UNLV, 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 Contract or after its termination. UNLV reserves the right to solicit such Users after the termination of this Contract, in order to sell them any banking products offered through UNLV by any party.

4) The rights and responsibilities of each party as embodied in Section VI(P) ("Use of Names and Logos") regarding the use of marks and other intellectual property, Exhibit B ("Royalty Schedule") relating to outstanding amounts due, Section V(C) ("Indemnification") regarding indemnification, and Section VI(D) ("Confidentiality") regarding the use and preservation of confidential information will survive the termination of this Contract.

O. SEVERABILITY

In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal, or unenforceable, such provision(s) shall be treated as severable, leaving the remaining provisions of this Contract unimpaired, and the Contract shall be construed as if such invalid, illegal or unenforceable provision(s) were not present.

P. USE OF NAMES, TRADEMARKS AND/OR LOGOS

1) Bank acknowledges and agrees that the name of the Board of Regents of the Nevada System of Higher Education; University of Nevada, Las Vegas; the term "RebelCard"; Nevada State College; and any other NSHE logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**UNLV Marks**") are the sole property of NSHE/UNLV, and shall only be used in accordance with this Contract. UNLV hereby grants Bank a non-exclusive, non-transferrable, revocable, limited license to use the UNLV Marks solely for the purposes of performing the Services set forth herein and not for Bank's own promotional purposes or for any products or services not the subject of this Contract without the prior written approval of UNLV. Bank may only display the UNLV Marks in the manner approved in advance by UNLV and the non-exclusive, license to use the UNLV Marks shall terminate the earlier of i) the termination of this Contract, or ii) UNLV's written revocation of the use of the UNLV Marks (email acceptable), except as otherwise provided herein.

2) UNLV acknowledges and agrees that the name of U.S. Bank and other logos, marks, trademarks, trade names, trade dress, slogans, or other indicia of ownership of the foregoing (collectively, "**Bank Marks**") are the sole property of U.S. Bank and shall only be used in accordance with this Contract or the provision of Services hereunder. Bank grants UNLV a non-exclusive, non-transferrable, revocable, royalty-free limited license to use the Bank Marks in advertisements promoting the Maxx Card pursuant to this Contract, provided Bank has the opportunity to review the advertisement prior to publication, and not for UNLV's own promotional purposes or for any products or services not the subject of this Contract without the prior written approval of Bank. UNLV may only display the Bank Marks in the manner approved in advance by Bank and the non-exclusive license to use the Bank Marks shall terminate the earlier of i) the termination of this Contract, or ii) Bank's written revocation of the use of the Bank Marks (email acceptable), except as otherwise provided herein.

3) Instant Issue VISA debit cards shall be branded "RebelCard Maxx" for purposes of all literature and promotions associated with the Maxx Card. The term "Maxx Card" will remain the sole property of Bank, and Bank grants a limited license to UNLV to use the term "Maxx Card"

solely for purposes contemplated by this Contract and consistent with Bank's instructions. Nothing herein shall give to UNLV and Bank any right, title or interest in the others' trademarks or marks (as applicable, and except the right to use in accordance with this Contract). The trademarks are the sole property of Bank and any and all uses of the trademarks shall inure to the benefit of the Bank. These trademark licenses and RebelCard marks expire with this Contract. The prior written approval of each party shall be obtained with regard to any advertisement that refers to both parties. Such prior written approval is not to be withheld without a good-faith concern regarding the quality or subject matter of the advertisement. Subject to UNLV's prior written approval, UNLV expressly consents to the use of its trademark logo on the Bank-issued Maxx Cards in connection with this Contract, and such consent survives the termination of this Contract and Users' (as defined below) affiliation with UNLV for the Maxx Cards approved and issued during the Term. In the event that Bank desires to make changes to its trademarks on Maxx Cards already issued, on order, or in stock with UNLV, Bank shall pay all UNLV's costs related to such changes. UNLV shall have no obligation to reissue Maxx Cards with new Bank trademarks solely because Bank changes its trademarks, assigns this Contract, merges, or is purchased by another entity, or upon expiration of termination of this Contract.

Q. WAIVER

A failure or delay of either party to enforce at any time any of the provisions of this Contract shall not be construed to be a waiver of a party's right to enforce strict compliance of such provisions(s) of this Contract.

R. SMALL AND LOCAL BUSINESS CONCERNS REPORTING REQUIREMENTS

- 1) UNLV supports equal opportunity for minority owned, women-owned, and other small disadvantaged business concerns ("MWDBE") to compete for contracts awarded by UNLV. UNLV also supports efforts to encourage local businesses to compete for UNLV contracts. In some situations, MWDBE and local business concerns may not have the depth or full capability to meet all the requirements of large contracts. Nevertheless, UNLV supports finding opportunities for such MWDBE and local business concerns to participate as Subcontractors or Tier 2 suppliers in large contracts.
- 2) If the purchase of goods or Services is **anticipated to exceed \$1,000,000 at any time during the life of the Contract**, Bank must provide, at a minimum, annual reports listing expenditures with MWDBE and Local Business Enterprises (as defined below). These reports pertain only to expenditures that are directly attributable to the UNLV prime Contract. The report must be available to UNLV by September 15th of the applicable Contract year, and should contain the following information:
 - a) The name, city and state; type of Tier 2 status (local, women owned, minority/and or disadvantaged or Local Business Enterprise); and any certification of such status including the entity granting the certification if applicable. If a business concern meets more than one definition (e.g. local and women-owned, or minority and women owned), that should be identified;
 - b) A description of the goods or services purchased; and
 - c) The amount of expenditures with the Subcontractor attributed to the prime Contract for the most recent completed fiscal year (July 1 through June 30).

3) Definitions:

Definition of Local Business Enterprise. "Local Business Enterprise" is intended to mean a business concern that is a) owned 51% or more by Nevada residents, b) is headquartered in Nevada, or c) a majority of employees of the business are Nevada residents.

Definition of Disadvantaged Business Enterprise (DBE). "Disadvantaged Business Enterprise" is intended to mean a business concern owned by a minority or woman that is at least fifty-one percent (51%) unconditionally owned by one or more minority or women individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Minority Business Enterprise (MBE). "Minority Business Enterprise" is intended to mean a business concern owned by one or more minority individuals that is at least fifty-one percent (51%) unconditionally owned by one or more minority individuals, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals. Individuals who certify that they are a member of named groups, i.e. African Americans, Hispanic Americans, American Indians and Alaska Natives (Eskimos and Aleuts) and Asian and Pacific Island Americans are to be considered socially and economically disadvantaged.

Definition of Women-Owned Business Enterprise (WBE). "Women-Owned Business Enterprise" is intended to mean a business concern owned by one or more women that is at least fifty-one percent (51%) unconditionally owned by one or more women, or a publicly owned business that has at least fifty-one percent (51%) of its stock unconditionally owned by one or more such individuals and that has its management and daily business controlled by one or more such individuals.

Definition of Disabled Veteran Business Enterprise (DBE). "Disabled Veteran Business Enterprise" is intended to mean a business concern of which at least 51% of the ownership interest is held by one or more veterans with service-connected disabilities; that is organized to engage in commercial transactions; and that is managed and operated on a day-to-day basis by one or more veterans with service-connected disabilities. This includes a business which meets the above requirements that is transferred to the spouse of a veteran with a service-connected disability upon the death of the veteran, as determined by the United States Department of Veterans Affairs.

Definition of Small Business Enterprise (SBE). "Small Business Enterprise" is intended to mean a business concern which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

S. JOINER

Any governmental, state, or public entity within the State of Nevada may utilize this Contract at its option to obtain goods or services throughout the term of the resulting contract with the authorization of Bank and agreement on prices between the Bank and applicable party. NSHE/UNLV is not liable for the obligations of the governmental entity which joins or uses the resulting contract.

T. AUDIT

Bank agrees to maintain and preserve its books and records in accordance with generally accepted accounting procedures for a minimum of three (3) years, or longer if required by an applicable law or regulation. Upon UNLV's request, during the Term or for a period of two (2) years thereafter, Bank shall in a timely manner, allow UNLV, UNLV's internal auditor or a third party auditor retained by UNLV to audit and analyze the records showing Bank's compliance with the provisions of this Contract, and shall cooperate with any competent regulatory body and shall allow such other access to Bank's relevant records if required by legal processes or applicable laws or regulations.

U. FITNESS FOR DUTY, INSPECTION, AND LOANED ITEMS OR FACILITIES

Bank shall ensure that it has engaged sufficient personnel with the expertise required for the successful provision of Services to comply with all the requirements set forth in the Contract or any applicable Scopes of Work or SOW. Bank shall ensure that all Bank personnel providing the Services (which shall include Bank principals and Subcontractors) shall: i) report for work in a manner fit to do their job when providing Services for UNLV or on UNLV owned, leased, or operated property ("**Premises**") and ii) shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substances (as defined by NRS 453.146 or any applicable federal law or statute) when providing Services for UNLV or on UNLV Premises (except as properly prescribed to them by a physician and provided that it does not affect their ability to safely and proficiently provide the Services). Bank will be willing to work with UNLV by conducting Bank's own internal investigation into any instance where UNLV suspects Bank employees of breaching the foregoing requirements under this Section U(ii) of Article VI. Any supplies, equipment, tools, items, vehicles, carts, or facilities shall be loaned solely as a convenience to Bank and are provided "as is" without any representations as to the condition, suitability for use, freedom from defect, or hazards.

V. SUSTAINABILITY

- a) A key focus of UNLV is to minimize the impact the procurement of goods and services has on the local environment. UNLV is committed to sustainable economic, social, and environmental practices in all operations involving UNLV. It is important that Bank share this commitment as well. Therefore, sustainable goods and services should be offered whenever available or specifically when required in the Contract.
- b) All electronic equipment UNLV purchases must be Energy Star rated (or, if there is no Energy Star rating for the desired equipment, energy efficient models or substitutes are preferred). The requirement to purchase Energy Star rated equipment will improve UNLV's energy and financial performance while distinguishing our institution as an environmental leader.


W. FORCE MAJEURE

Neither party shall be liable to the other for its failure to perform any of its obligations under this Contract, except for payment obligations, during any period in which such performance is delayed or rendered impractical or impossible due to circumstances beyond its reasonable control, including without limitation power failures, earthquakes, government regulation, fire, flood, labor difficulties, civil disorder, terrorism and acts of God, provided that the party experiencing the delay promptly notifies the other party of the delay.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the Effective Date.

U.S. BANK NATIONAL ASSOCIATION, a national banking association

APPROVED:

BY:  5.21.14
Signature Date
Daniel Hoke, SVP
Name and Title

[SIGNATURES FOLLOW ON NEXT PAGE]

THE BOARD OF REGENTS OF THE NEVADA SYSTEM OF HIGHER EDUCATION, ON BEHALF OF THE UNIVERSITY OF NEVADA, LAS VEGAS

RECOMMENDED:

BY:  6/12/14
Juanita Fain, Vice President for Student Affairs Date

BY:  5/28/14
Gerry J. Bomotti, Senior Vice President for Finance & Business Date

APPROVED:

BY:  6/13/14
Donald D. Snyder, President Date

APPROVED AS TO LEGAL FORM:

BY:  5/30/14
Elda Luna Sidhu, General Counsel Date

AKD

APPROVED:

 6/25/14
Daniel Klaich, Chancellor Date

Exhibit A Scope of Contract

I. RebelCard Maxx

A. Definitions: The following words and phrases when used in this Contract, or any amendment hereto shall have the meanings given to them as follows:

“RebelCard”: a multifunctional identification and services ID card that UNLV provides to Users (as defined below). The standard RebelCard will not access any Banking Services provided by Bank and will not have any bank logo or Bank Marks. There will be no changes required by Bank to the standard RebelCard.

“Users”: UNLV students, staff, faculty, alumni, and community members whom are eligible for a RebelCard.

“RebelCard Maxx” or “Maxx Card”: a fully functional RebelCard ID and U.S. Bank Visa check card, all in one card with automated teller machine (“ATM”) pin functionality and banking functionality (as described below).

B. Overview

Bank agrees to implement a Visa® check card instant issuance program for UNLV. In addition to providing a checking account at Bank to qualified Users who request such an account, including students, faculty and staff of UNLV, the Visa-branded check card instant issuance program will permit ATM transactions and PIN-based and non-PIN-based point of sale (“POS”) debit transactions. The RebelCard Maxx Card can only be issued to Bank customers.

Card Selection and Activation. Users will have the option of selecting the Standard RebelCard without Banking Services or Users with an active Bank checking account are able to select the RebelCard Maxx card and activate that card for Banking Services.

Eligibility. Eligibility for RebelCards will be at the sole discretion of UNLV, but a User’s eligibility for Banking Services shall be at the sole discretion of Bank. Notwithstanding the foregoing, if Bank ceases providing Banking Services to all Users or to the majority of Users, Bank may be deemed to be in breach of this Contract

Exclusivity. Bank will, from the Target Date of this Contract until the end of the Term, be the exclusive provider of Banking Services that may be accessed by Users through the RebelCard. **“Banking Services”** means certain financial products linked to the RebelCard, including checking accounts and automated teller machine (“ATM”) services, as described in this Contract. The **“Target Date”** is the anticipated earliest date that Bank expects to commence issuing the RebelCard Maxx. The Target Date is July 1, 2014, or as otherwise agreed to in writing by the parties. For the avoidance of doubt, UNLV may continue to utilize the banking services of its current bank vendor, up until the Target Date, unless otherwise agreed to in writing by the parties. And nothing in this Contract will prevent UNLV from working with another bank vendor during any Transition Period (as defined below), provided Bank is the only vendor permitted to provide Banking Services through the end of the Term.

Transition Period. "Transition Period" means the beginning or end of the Term of this Contract when UNLV is either transitioning from an existing bank vendor for card services to Bank, or from Bank to another bank vendor providing card services at the end of the Term. UNLV shall continue to utilize the banking and ID services of its current bank vendor up until the Target Date, and Bank agrees to not advertise its award of this Contract or otherwise interfere with UNLV's current bank vendor agreement until its expiration on the Target Date, unless otherwise agreed to in writing by the parties (email acceptable). After the Target Date, U.S. Bank will be the exclusive provider of Banking Services in connection with UNLV RebelCards. The parties agree issuance of RebelCards with Banking Services by any previous provider will cease on or before the Target Date, and UNLV agrees to issue and cover the cost of providing standard RebelCards (without any bank logo) in connection with the Transition Period until Bank can issue a branded RebelCard Maxx to students electing to add Banking Services. Notwithstanding the foregoing, UNLV shall not be required to re-card any UNLV RebelCards issued prior to the Target Date that may have another bank vendor's logo. Bank shall continue to provide the Services (including linking accounts to the RebelCard Maxx for Users) through the end of the Contract Term. Bank will work with UNLV to discuss any applicable Transition Period time frame issues. Near the end of the Term, UNLV shall be permitted to work with and sign a contract with any new banking vendor selected to provide card services (if any) after the Term, provided Bank is the only vendor permitted to provide Banking Services through the end of the Term, unless otherwise agreed to in writing by the parties.

C. Technical Specifications

UNLV and Bank agree to the following terms related to the technical specifications and functionality required of ID Cards. The parties may agree to additional changes in the future by mutual written agreement (email acceptable).

- 1) **ID Card Issuance and Maintenance.** UNLV will be responsible for standard RebelCard issuance and maintenance. UNLV may contract all or a portion of the process of manufacturing, encoding, issuance and maintenance to third parties, but shall do so subject to the specifications for Banking Services contained below under Maxx Card Specifications and Design.
- 2) **Other Functionality.** It is understood that RebelCard Maxx will include the ability to perform other electronic functions in addition to Banking Services. UNLV shall be responsible for ensuring that any such functions will not interfere with Banking Services functions and the specifications defined in this Contract, which shall be verified by Bank through testing of RebelCard Maxx to ensure RebelCard Maxx functions properly.
- 3) **Maxx Card Specifications and Design**

Two magnetic strips: The RebelCard Maxx shall have two magnetic strips - top and bottom. The bottom (closed loop) magnetic strip will be colored red (or possibly silver) to designate it as the 'RebelCard campus strip, and this strip will be used for UNLV specific information. The top (typically black but could be UNLV's alternate color) two-track magnetic strip will then be reserved for the Bank / Visa debit functionality. Bank shall instruct students, faculty and staff to swipe the red magnetic

strip to access campus services and the top (black) magnetic strip for Visa debit card purchases and ATM transactions.

This will allow the new card to function as a bank debit card while still maintaining complete integrity and autonomy with any existing campus card functionality. The account number, student photo and other information on the front of the card shall be a flat print (non-embossed) process that allows the RebelCard Office to retain complete technological control over the issuance process. Separation of the Bank transaction functionality from UNLV school functionality also eliminates UNLV's responsibility for maintaining PCI compliance relative to any Bank-driven transactions. So long as the open loop point of sale and ATM transactions are limited to the top magnetic strip only, UNLV will have no potential PCI compliance issues today or in the future.

RebelCard Maxx Design: RebelCard Maxx card design will use a standard U.S. Bank template, designed according to U.S. Bank and VISA branding standards, with input from UNLV on the background image and UNLV logo used. Only one VISA Check card design can be used per school for the Maxx Card program (i.e. no separate designs for students vs. faculty/staff). The final design of the RebelCard Maxx shall be mutually agreed to between UNLV and Bank. The front side must have an electronically stored photo of the cardholder; the cardholder's relationship to UNLV (faculty, staff, student); and the cardholder's first and last name.

D. RebelCard Maxx Features

The RebelCard Maxx will combine the UNLV RebelCard with a Visa[®] Check Card, preserving all of the current 'on-campus' utilities such as building access and meal management, with the ability for cardholders to use their enhanced RebelCard Maxx to make signature and PIN purchases as well as cash withdrawals all over the world.

RebelCard Maxx cardholders shall receive worldwide signature & PIN based point of sale access including 'brick and mortar', online, and phone everywhere Visa debit is accepted. Bank may add additional features to benefit the Users, or as required by law, or as otherwise agreed to in writing by the parties.

Enhanced RebelCard Maxx Functionality

Current RebelCard Features

- Instantly-issued and printed on campus
- White space on back available for a bar code - *if ever needed*
- Official student, faculty & staff ID
- everyone gets one
- Facility access
- Activities and events
- Special closed-loop purchase network (declining balance accounts)
 - o Meal management
 - o Bookstore
 - o Library privileges
 - o Copying / printing

Added RebelCard Maxx Features

- Direct deposit of financial aid refunds
- No minimum balance and no monthly maintenance fee
- cheaper than a regular checking account
- Built-in safe spending for students
- no need to carry large sums of cash
- Worldwide signature & PIN based point of sale including 'brick and mortar', online, and phone
 - everywhere Visa debit is accepted
 - Fee-free in-network ATM access
 - U.S. Bank and MoneyPass
 - Extensive nationwide locations On campus /

- o Vending / laundry
- o Many others

- near campus / nationwide
- Fee-free Visa branded bank and credit union teller assisted cash access nationwide
- Online and mobile banking functions
- FDIC insured plus purchase security and fraud protection
- Online deposits from parents and others
- ACH direct deposit loads from employer(s), trusts, government agencies (child support, tax return, etc.)

E. RebelCard Maxx Issuance

Opening an Account and Linking the Card: Bank shall offer new account set up and instant issuance of RebelCard Maxx cards as follows:

New accounts can be opened at the on-campus branch, at any tabling event held on campus, online at www.usbank.com/unlv, or at any one of the U.S. Bank branches nationwide. The RebelCard Maxx can be linked to any U.S. Bank checking account, including the free Student Checking Account.

Users wishing to opt-in to the RebelCard Maxx program will initiate their request at the RebelCard office and then complete their request (pick up the RebelCard Maxx) at the Bank's campus branch as follows:

Users will visit the RebelCard Office and indicate their desire for a RebelCard Maxx. UNLV RebelCard office personnel will take the student's photo and add it to their name and all other necessary data to be printed on the enhanced Visa branded cardstock which is housed in the locked hopper of a UNLV-owned printer located in the U.S. Bank branch. Bank will purchase a printer for UNLV to use for the RebelCard Maxx. Bank will coordinate the printer purchase with UNLV. The printer will come with initial maintenance and warranty, but UNLV shall be responsible for any additional printer maintenance, except to the extent the printer is damaged by the Bank. When finished in the RebelCard Office, Users will then be directed to proceed to the nearby branch to complete the issuance of their card and establish their banking privileges. Users choosing the standard RebelCard (only) will finish the issuance process while still in the RebelCard Office.

There will be no direct connectivity between UNLV and the Bank branch; only a 'University-networked' card printer installed in a secure location of the Bank. The UNLV owned card printer (located within the Bank branch) will encode the bottom magnetic strip with UNLV's specifications and personalize the card to Bank and UNLV specifications.

The parties will not need to share any User Confidential Information for the Maxx Card to be issued by Bank, thus protecting the privacy of all students, faculty and staff. Bank will collect all necessary personal information directly from the cardholder at the Bank branch at the time the bank account is opened and the card is linked to the account. In the Bank branch, students will simply identify themselves to a teller as a new RebelCard Maxx cardholder and either;

Verify their already-existing U.S. Bank checking account information, or

Open a new account at that time, whichever is the case.

The Maxx Card (already printed and encoded) will be removed from the printer and verified by Bank branch personnel for accuracy, then linked to the new or existing checking account using the U.S. Bank system platform. This process could take as little as 30 seconds if the account has already been set up. When finished, the student will leave the U.S. Bank branch with a fully functional RebelCard ID and U.S. Bank Visa check card, all in one - the RebelCard Maxx.

Because RebelCard Maxx is an opt-in program, students, staff and faculty who choose not to participate will not be inconvenienced in any way by the addition of the RebelCard Maxx feature set. These cardholders will continue to receive and utilize a standard RebelCard, regardless of their affiliation with Bank.

F. Prepared cardstock

Bank will arrange for shipments of RebelCard Maxx cards to the U.S. Bank branch at various times throughout the year to match UNLV's issuance needs. The cards will arrive at the campus Bank branch, pre-printed in UNLV's chosen plastic design with all preliminary (known) information such as the 16-digit card number and expiration date (printed on the front) and the CVV number printed on the back (matching the card's magnetic strip encoding). The UNLV bottom strip encoding, photo, name and ID number, as well as the final steps necessary to 'link' the card to a U.S. Bank checking account, will occur in the Bank branch located near the RebelCard office. UNLV will continue to regulate and maintain its own encoding format on the bottom strip.

G. RebelCard Maxx Costs

Bank will be responsible for the procurement and storage of blank Maxx Card VISA branded cardstock throughout the duration of the Contract.

Bank will provide a 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.

UNLV shall be responsible for providing a network drop in the campus bank location. U.S. Bank shall work with UNLV in determining where this can be placed within the U.S. Bank branch.

Bank shall be responsible for all costs associated with designing and printing the RebelCard Maxx.

H. Lost, Stolen, and Canceled Cards

- 1) Bank will offer the following ways to report a lost/stolen or compromised card(s).

- a. A RebelCard Maxx can be reported lost/stolen or compromised 24 hours a day/365 days a year through Bank's toll-free customer service line, 1-800-USBANKS. The customer service representative will immediately deactivate the banking function on the customer's RebelCard Maxx.
 - b. Customers can stop by or call any U.S. Bank branch during regular business hours and report their RebelCard Maxx lost/stolen or compromised. Bank will deactivate the card immediately.
 - c. Customers can report their RebelCard Maxx lost/stolen or compromised online 24-hours a day/365 days a year at usbank.com. They simply e-mail Bank's customer service department and Bank will deactivate the card upon authentication of the request. There is no cost to the User or UNLV for this transaction or for replacement of the lost RebelCard Maxx.
 - d. Bank shall include lost/stolen instructions on the back of the RebelCard. Bank can also provide lost/stolen instructions to the RebelCard office and to new customers as they open their accounts.
- 2) Replacement Process: The replacement process is the same as getting the initial RebelCard Maxx. The cardholder goes to the RebelCard office, shows identifiable information that they are a Bank User and Bank will issue a replacement RebelCard Maxx instantly. The Bank campus branch links the replacement card using the U.S. Bank platform. This process will allow Bank customers access to their bank accounts immediately without having to wait for a new card to be sent in the mail.
 - 3) Liability for Fraudulent Transactions: UNLV shall use reasonable efforts to advise Users who report a lost or stolen RebelCard Maxx to RebelCard office to also notify Bank directly, but is in no way responsible for a User's failure to notify Bank. Bank is not involved in any stored value function which may be attached to RebelCards, and Bank is not responsible to UNLV or any User for any losses associated with the stored-value function of RebelCard, unless due to the act or negligence of Bank, its employees or agents. UNLV is not responsible to Bank or any User for any losses associated with Bank functions of the RebelCard Maxx, unless due to a willful fraudulent act by or gross negligence of UNLV, its employees or agents that is outside of the protection provided UNLV by statute under Sovereign Immunity.
 - 4) For the purposes of this Contract, Bank shall be considered the "issuer" of the Maxx Card, except to the extent it pertains to a solely RebelCard function. Bank shall be considered the "issuer" of the Maxx Card as it pertains to electronic funds transfers to and from the RebelCard Bank account, for the performance of any Banking Services related to the Maxx Card, and for the collection and confidentiality of any Bank User Confidential Information.

I. Termination; Effect on Users

UNLV and Bank agree that each User who has an account with Bank attached to Maxx Card shall be a customer of Bank and, upon any termination of this Contract above, or upon Users leaving UNLV, 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 Contract or after its termination. UNLV

reserves the right to solicit such Users after the termination of this Contract, in order to sell them any banking products offered through UNLV by any party.

J. Re-Carding

UNLV plans to re-card all Users, and it is anticipated that this process will occur in the Fall of 2014 or Spring of 2015 at the latest. Bank shall work with the UNLV RebelCard Office to conduct a re-card of all current Users. The number of cards needing replacement is approximately 30,000. Bank shall work with the UNLV RebelCard Office to provide staff support and extra printers during an agreed timeframe to re-card all current Users. Replacement cards for Users desiring Maxx Cards/Banking Services that were issued for RebelCards (without a Bank logo) between the Target Date and the date the Bank first issues Maxx Cards, will be re-issued within thirty (30) days prior to the start of the Fall 2014 semester at Bank's cost, provided Bank has timely provided the Maxx Cards. Bank shall provide Marketing Support (as defined below) for re-carding events and throughout the Term, with UNLV's approval, using the various marketing strategies and methods. Bank shall be responsible for the cost of card stock for the Rebel Maxx Cards. While re-carding all the Users is a goal, in no event shall UNLV be required to make User re-carding mandatory during any point of the Term. UNLV reserves the right to make alterations to the Rebel Max Card throughout the Term, provided any the timeframe for such alterations are mutually agreed upon by UNLV and Bank.

K. Near Field Communication

It is UNLV's intention to eventually upgrade the RebelCard to NFC (Near Field Compatible) technology; however, it is undetermined as to when UNLV will upgrade to the NFC technology. As UNLV expands its card program to other technologies, such as NFC, Bank will be expected to keep pace with UNLV needs and ensure that RebelCard Maxx Cards are compatible for use with any NFC technology UNLV decides to use in conjunction with the RebelCard, non-banking, on-campus functions of the card. If UNLV converts to a RebelCard with NFC technology (or another similar technology), Bank shall work with UNLV and their vendor to procure the cardstock needed for the updated RebelCard Maxx, including an annual contributory payment.

L. Banking Services

Bank shall provide full-service Banking Services to include, but not be limited to, checking and savings accounts, mortgage services, loans and lines of credit.

Bank will promote checking accounts with student and workplace benefits for use with Maxx Card, but qualified Users may select any of the accounts offered by Bank.

Bank will offer Banking Services associated with checking account products with student and workplace benefits and may be amended from time-to-time. Bank may make reasonable changes to enhance these account features as it sees fit. Additionally, all Bank-branded ATM's on UNLV's campus will be free of transaction charges to Bank checking account holders when accessing their account with Bank ATM/Debit Card or Maxx Card throughout the Term of this Contract and any Renewal Terms. Additional enhancements to Banking Services will be subject to further agreement of both parties. Bank shall provide a comprehensive line of banking products to the UNLV community. Bank may offer additional offerings that benefit the User, make changes as required by law, or as otherwise agreed to in writing by the parties.

M. Account Offerings

- 1) **Student Checking Account:** Bank shall provide a free student checking account that includes the following:

No Minimum Balance Requirement

No Monthly Maintenance Fee

Banking Attached to the RebelCard Maxx

Four (4) FREE Non-U.S. Bank ATM Withdrawals per Month

Unlimited FREE U.S. Bank ATM Deposit and Withdrawal Transactions

Unlimited FREE Signature (non-PIN) Debit Transactions

Unlimited Check Writing with no Per Check Fees

FREE Internet Banking with the Ability to View Cancelled Checks and Statements Online

FREE Internet Bill Pay and Mobile Banking

FREE Account Alerts via Email or Text Message

Overdraft Protection Available

24-Hour Banking Services via Telephone or Internet

24-Hour Customer Service Representatives via Telephone or E-Mail

Transact Business at Over 1 Million PLUS[®] ATMs Globally

Accepts Direct Deposit of Payroll, Refunds and Other Disbursements

FDIC Insured

Initial order of U.S. Bank logo checks FREE

- 2) **Student Savings Account:** Bank will offer the Silver Checking Package described below, or a comparable product that provides at a minimum, the same benefits including a Money Market Savings account. Students can achieve their goals easier with this savings account's highly-competitive rates, low opening minimum opening deposit, and easily-obtained package fee waivers.

S.T.A.R.T. Savings Program – Savings Today And Rewards Tomorrow™

Bank shall offer its S.T.A.R.T. Savings Program. S.T.A.R.T. makes it simple for customers to “start” a savings plan that’s right for them, stay on track to meet individual savings goals and earn rewards along the way.

To get started, all a customer needs to do is set up recurring transfers from their U.S. Bank Checking account into their U.S. Bank Package Money Market Savings account. They can save a little every week, with every paycheck, or with every credit or check card purchase.

When that \$1,000 threshold is achieved, Bank shall provide the customer with a \$50 U.S. Bank Rewards Visa Card. When a customer keeps a balance of \$1,000 or more for a year, Bank shall provide the customer with another \$50 Rewards Card

- 3) **Workplace Banking:** Bank shall offer separate and "packaged" account offerings for faculty and staff to match their banking needs, including discounts and specials for those who utilize more services. Bank's package account offering is graduated in nature and is intended to be flexible as the needs of customers change. Bank's package account options are provided on the next page.

Bank shall provide faculty and staff of UNLV with additional Workplace Banking benefits along with any of Bank's checking or package accounts. These additional benefits include:

Up to a \$1,000 U.S. Bank Home Mortgage Discount

Continuous 50% Discount on Any Size Safe Deposit Box

Free Single-Sign Travelers' Checks

FREE Personal Financial Consultation

- 4) **Student Organizations:** U.S. Bank currently offers a Free Small Business Silver Account for student organizations. This account is designed especially for organizations with low to moderate transaction volume. UNLV student organizations shall have access to the same career, internship and training opportunities and programs described herein for students Bank shall, as requested, meet campus organizations to help set up accounts, such as a FREE Small Business Silver Checking Account or a comparable offering for the student organization, discuss account management, record keeping, and other key elements to make financial management a success. The features of the Small Business Silver Account are as follows:

Small Business Silver Account Features

No Minimum Balance Requirement

No Monthly Maintenance Fees

150 Free Transactions per Month

FREE U.S. Bank Business VISA[®] Check Card

FREE Internet Banking and Bill Pay

FREE Mobile Banking

FREE U.S. Bank ATM transactions

Free Cash Handling (up to \$2,500 per month)

50% Discount (up to \$50) on First Order of Checks

Overdraft Protection

- 5) **Other:** The accounts provided above are the most common account features and benefits to serve the needs of UNLV students, faculty and staff. The Bank reserves the right, in their sole discretion, to change specific product names and descriptions, but agrees to provide the same functionality in a comparable account. In addition to the options discussed above, Bank shall provide a comprehensive line of banking products to the UNLV community.

N. Services to International Students

- 1) Bank shall have the ability to provide immediate support in English and Spanish, as well as almost any other language at 1800-USBANKS.

For Non-English or Spanish Speaking Cardholders

Whenever a Bank Customer Service Representative encounters a caller that requires translation services, all they have to do is place the caller on hold and 'conference in' an interpreter. With Bank's contracted partner – **Language Line Services**, customer service representatives consistently receive a professional interpreter with excellent skills and qualities:

Proficiency in both languages – English and the requested language

General knowledge and familiarity with both cultures

Ability to express thoughts clearly and concisely in both languages

General knowledge of the subject to be interpreted – card related issues

Professional note-taking and follow-up skills

170 languages available

2) Multiple Money Transfer Options

Bank shall offer easy deposit options for out-of-state parents to deposit money into their student's accounts including international, domestic, person to person and account to account money transfer options.

3) Assisting International Students

Bank staff will work with the International Student Advisor on assisting international students, especially at the beginning of the semester on how to open a checking account, receive direct deposit, obtain or exchange foreign currency and more. This

information is typically provided in a "buckslip" format so the students can take the information with them. Because international students receive the same checking account benefits as any other students, they can easily go to any Bank branch or call Bank's toll-free customer service number to get answers to their questions 24/7. To provide continued and on-going support to international students, Bank will host Financial Wellness seminars.

O. ATMs

- 1) Student Union ATM: Bank shall maintain one ATM at the Student Union that will be fee-free for all U.S. Bank account holders, including RebelCard *Maxx* cardholders. Bank's ATM must be within the premises of the on-site branch or on the storefront of the branch premises.
- 2) U.S. Bank/ Money Pass ATM Network: Bank shall provide a nationwide ATM network. Bank will provide account holders with nationwide fee-free access to the combined U.S. Bank / MoneyPass ATM network.
- 3) RebelCard *Maxx* cardholders will receive fee-free cash advance access at any U.S. Bank and/or MoneyPass branded ATM in the nation.
- 4) Locating ATM's:
 - A. Bank will make available a web-based MoneyPass ATM locator to find ATM locations.
 - B. RebelCardMaxx cardholders can visit the appropriate app store to download a free MoneyPass ATM Locator. The MoneyPass ATM Locator allows cardholders to locate ATMs from their exact current location. Directions to the ATM can be mapped and the address of an ATM can be sent to an email address.
- 5) Security & Maintenance: All of U.S. Bank's ATMs shall be monitored 24/7 by the U.S. Bank ATM Service Center's Gasper system that will immediately inform Bank's Network of any alarms, tampering indications, or sudden loss of power or communications. Location employees may also report immediate repair or service issues to the ATM Help Desk that is available 24 hours a day, seven days a week to report any problem with the operation of Bank's ATMs. In most instances, if the call is related to a repair or service issue, Bank usually will have already dispatched a technician to correct the problem before a location places a call.
- 6) Bank shall be responsible for maintaining and servicing its campus branch ATM. Bank shall be responsible for damage or loss to equipment or contents due to vandalism, robbery, or any other actions or cause.
- 7) Bank shall not be granted the exclusive right to provide ATM services on campus. UNLV has existing ATM agreements.

P. Financial Wellness and Education

Bank shall assist in educating the UNLV student body and employees on financial wellness, including knowledge about the fundamentals of money management, the importance of establishing good credit and how to prepare for a secure financial future.

Bank branch management and staff will provide in-person financial consultations with students, faculty and staff on a regular basis. Also, for more in-depth discussions such as how investment products and the stock/bond markets work, U.S. Bank can provide content experts to cover specialties. Investment Representatives and/or Private Client Officers can arrange for structured office hours at the Student Union Branch or host special seminars and discussions set up specifically for campus clubs and organizations. This training will be provided on an as requested basis by UNLV or Users.

Bank has an interactive online resource called the Credit Wellness Center, and can be accessed 24x7 at www.usbank.com/creditwellness. This site was built to be a one stop shop to help customers learn about credit. Users simply scroll over images to get instant explanations and play a credit simulator to see how daily life decisions affect credit scores.

Q. U.S. Bank Internet Banking

Bank shall provide an internet banking site for Users to obtain all the information they need regarding their U.S. Bank accounts. Bank's internet banking site shall allow Users to make transactions between accounts, and use our mobile banking functionality. The site shall allow the option for joint account holders, or persons provided log on information by Users to have access to review and maintain account activity, based upon the use of login identification. Features of the U.S. Bank internet banking site shall include, but not be limited to the following:

R. Mobile Banking

Bank shall offer mobile banking options to all customers for use through a downloadable application allowing them access to banking functionality from their mobile device.

II. Reports

Bank's Partnership Managers have access to databases that are updated monthly. Bank's UNLV Partnership Manager will work with UNLV to design and customize a report specifically for UNLV. All reports shall be customized for UNLV. Typically, reports include total active accounts, number of linked cards (RebelMaxx Cards), total aggregated deposit balances and percent penetration.

Data from the previous month shall become available approximately fifteen (15) business days after the end of the corresponding month. Bank's UNLV Partnership Manager shall transform the raw data into an easily understood, customized report and deliver it to UNLV designees.

Bank shall provide UNLV with a detailed annual review including all activities and account acquisition rates for the previous years. Bank shall also provide UNLV with recommendations for program enhancements in the coming year.

III. Marketing

Bank shall provide UNLV with dedicated marketing personnel. All Bank's marketing efforts related to the UNLV RebelMaxx Card and UNLV branch will be coordinated with guidance and approval from UNLV. No marketing materials may be distributed at UNLV without UNLV's prior review and written approval. UNLV shall cooperate and reasonably assist Bank in its marketing Support efforts. Bank shall be provided a table and granted free access to market immediately outside the Student Union Bank Branch Location/ Rebel Card Office area. All Bank marketing within the Student Union that does not occur within the Bank Branch or immediately outside of the Bank Branch/ Rebel Card Office area shall require the prior written approval (e-mail acceptable) of the UNLV Director for Student Union & Event Services and may be subject to additional fees. Bank shall abide by all Student Union policies regarding marketing. Bank shall provide Marketing Support at its expense (or as otherwise agreed to in writing by the parties) for re-carding events and throughout the Term, with UNLV's approval, using the various marketing strategies and methods.

A. Specific areas of marketing support to be provided by Bank shall include, but are not limited to the following:

Training, Education and Marketing Support

Marketing Support shall include various marketing strategies and methods set forth in its Proposal and in the booklet provided to UNLV, "Campus Banking Implementation Guide," and the marketing strategies set forth below (or similar ones). Bank will provide professional support to UNLV throughout the Term of the Contract – not just the launch, and will provide consultative guidance and support in areas such as:

- Program planning, timing, set-up and implementation
- Development of training materials
- Development of customized marketing materials
- Inventory management, weekly balancing and monthly auditing of U.S. Bank/Visa cardstock
- Ongoing program maintenance, analysis and enhancements

Bank will be responsible for training and support for the entire RebelMaxx Card program, making employee and electronic resources available (as needed) to ensure a smooth setup, implementation and launch. Ongoing for any issues that may arise, a 'single point of contact' Bank's UNLV Partnership Manager will be assigned to handle UNLV's support.

Bank will create a comprehensive annual marketing plan for UNLV. Bank will work closely with UNLV to identify UNLV's specific needs and create an annual marketing plan that incorporates sales promotion, merchandising and personal selling to create awareness, build business and provide exemplary service to the User base.

The following are some initial and specific co-marketing initiatives Bank has done in the past, and can provide in a similar fashion to support UNLV's program:

- **Announcements of Enhanced Partnership:** Announcements of the enhanced campus card partnership via UNLV's preferred communications protocol (i.e.

intranet, newsletter, flyers, payroll inserts, campus radio & television spots, campus newspaper, e-mail, etc.).

- **Informational Letter to Parents and Students:** Bank will create spring and fall letters to incoming students and parents explaining the benefits of RebelCard Maxx usage and banking privileges of Bank's checking accounts for students. These letters can be included with UNLV distributed mailings. Bank will also produce brochures and flyers for inclusion in student communications including, but not limited to; acceptance letters, financial aid letters, orientation letters, housing information, and tuition bills.
- **Customized Brochures:** Bank will also create customized campus RebelCard Maxx brochures and flyers. These brochures will promote all functions on the new card, not simply the banking function. This provides efficiencies and allows the RebelCard ID Office to decrease current marketing expenses.
- **Marketing Materials for the RebelCard Office:** In addition, Bank can provide brochures, flyers, posters, banners, Tyvek card sleeves, table tents and more for the RebelCard Office to promote the partnership on an on-going basis.
- **Tabling Events** Throughout the school year, Bank will provide staffing at all carding events, including orientation, and will create a festive environment. This includes working with vendors to supply refreshments, promotional giveaways such as flash drives, mp3 speakers, stadium blankets, and "green" items like Vapur water bottles. Bank employees will participate in student orientations, social events, and other relevant opportunities to advance the opening of new bank accounts. Any tabling by Bank within the Student Union must occur directly outside of the US Bank branch. Tabling that is to occur elsewhere within the Student Union must have the prior written authorization (e-mail acceptable) of the UNLV Director for Student Union & Event Services. Tabling that is to occur elsewhere on the UNLV campus, must have the prior written authorization (e-mail acceptable) of appropriate UNLV staff whom can grant that authority.
- **Promotional Opportunities** UNLV will receive new marketing ideas and opportunities learned from Bank's other campus partners over the years. Bank's promotional materials and events are constantly changing and will be customized to meet the specific needs of UNLV.
- **Unique Creative Services – Examples include:**
 - **Save for Spring Break Promotion** US Bank shall offer students the option to open free Goal Savings accounts that help automatically save for special events like Spring Break. A free travel voucher drawing could be held to promote this helpful account.
 - **New ATM Cash Grab** U.S. Bank will hold a "Cash Grab" sweepstakes where students register to win temporary use of a fully-loaded ATM card to win cash from the relocated ATM machine
 - **Career Days** Bank will hold career days in conjunction with UNLV Career Services to inform students of employment opportunities at U.S. Bank.
 - **Entrepreneur Program** Bank will offer consultative services to student entrepreneurs at UNLV. Such consultative services may include providing

business account information and complimentary copies of U.S. Bank's "The Plan" workbook as additional resources in their quest for entrepreneurship.

- In conjunction with Bank's SBA group, Bank may partner with UNLV to deliver small business programs for business owners, future business owners, entrepreneurs and students.
- **Social Media.** Bank will use social media such as Facebook and Twitter to help coordinate upcoming events on campus such as a re-cardings, new student orientation, or Financial Wellness seminars.
- **Contactless Payments** In the future, contactless chip cards may be used for payments as well as payment "tags" that can be attached to cell phones to provide the ultimate convenience and access to student accounts. U.S. Bank anticipates having the ability to provide a payment sticker to customers in the near future that they could attach their cell phone and use for purchases when, for instance, they don't have their card on hand.

B. Merchant Awareness Program

Bank will endeavor to inform local Visa merchants about the new debit purchase functionality on the campus card, by sending letters or going out personally to existing Visa merchants and other off campus merchants to announce and promote the UNLV RebelCard Maxx banking functionality. Bank will create and supply participating merchants with Window stickers or 'clings' to display in windows that identify that the merchant accepts the RebelCard Maxx at their establishment.

Bank will work with local merchants to provide discounts to UNLV students and Users.

C. Events. Subject to prior UNLV written approval (e-mail acceptable), and for any events that occur within the Student Union, the Director for Student Union & Event Services' prior written approval (e-mail acceptable), Bank may be granted access to, and presence at, significant on-campus activities, events and promotional location to advance the opening of new Bank accounts. Bank must obtain appropriate approval prior to each event. These on-campus activities, events and promotional locations may include but not limited to the following:

- Re-carding Event
- New Student Orientation
- International Student Orientation
- On-going Tabling Events including Start of Semester, Book Buy-Back and Banker in the House
- Study Abroad Seminars
- Carding Events
- Financial Wellness Seminars
- New Employee Orientations

Participation in such events may include, but not be limited to, the following:

- Distribution of Letters and Account Applications prior to the event
- Tables in high traffic areas

- Presentations to Students and/or Parents

D. Signage. Subject to UNLV's prior written approval, Bank may display informational and directional signage on campus identifying ATM locations, which signage shall be of commercially reasonable size and style. Bank may also display any signs or notices required by law to be displayed by Bank. Bank shall not cause any signage to be fixed to any UNLV property of any kind without the prior written approval of UNLV. Any signage that is to be located within the UNLV Student Union must have the prior written approval (e-mail acceptable) of the UNLV Director for Student Union & Event Services.

E. Promotional Information. UNLV shall review and approve any marketing materials produced by Bank for mailing. Unless otherwise agreed to by UNLV in writing (email acceptable), Bank shall be responsible for preparing, distributing and/or mailing any marketing materials to students. Neither UNLV nor Bank anticipates sharing any User Confidential Information with each other as part of this Contract. If UNLV does agree to provide Bank with a User Marketing Information, Bank may be required to sign an additional Non-Disclosure Agreement with UNLV, and any such Marketing Information may only be used to promote the Rebel Maxx Card and the services set forth herein.

F. Prior Approval. UNLV shall not distribute any materials using Bank's name or relating to Banking Services without receiving prior approval from Bank.

G. Customer Service Approach and Metrics. Bank shall evaluate User experience and User satisfaction of UNLV branch customers. The on-site branch office at University of Nevada, Las Vegas is already included in our monthly surveys.

IV. Information Security

For the sake of simplicity as well as protection of User personal information, there will be no direct connectivity between UNLV systems and U.S. Bank.

U.S. Bank will store all User Bank Confidential Information on its internal servers only. UNLV owned printer located in the campus branch will be networked into (and controlled by) UNLV's campus card production software. **Note:** U.S. Bank will help set this up for UNLV.

UNLV will not need to collect and share any student, faculty or staff UNLV Confidential Information, thus protecting their privacy at all times. Personal information will be collected directly from the cardholder at the campus branch when the card is issued.

As an added protection, U.S. Bank will physically separate the banking information and UNLV information on the card by implementing a second magnetic strip for UNLV use. This dual-magnetic strip layout greatly reduces the PCI compliance issues surrounding the use and storage of ISO numbers and eliminates the sharing of Bank User Confidential Information with UNLV.

Students, faculty, and staff will have free access to U.S. Bank's Internet Banking site. U.S. Bank uses advanced encryption technology to ensure information stays safe and secure, and Bank has policies and procedures to protect Users from fraud loss.

V. Implementation

The Bank team dedicated to assisting with program implementation and support for UNLV exceeds 20 persons, and covers many levels and divisions within Bank. Bank's dedicated team is committed to seamless implementation of the card program. Areas of expertise for primary leadership and management staff from Bank's On-Site Banking and Campus Banking divisions will be provided

UNLV requests that the Bank have the RebelCard Maxx Program up and running with cards available for instant issuance to students by July 1, 2014, in order that the Maxx Cards may be issued at the 2014 student orientations. Bank shall work with UNLV to try to meet this deadline. In the event that this deadline cannot be met, Bank shall strive to have the cards available for issuance as soon as possible, but no later than July 15, 2014. The tentative implementation schedule is attached hereto as Schedule A.

VI. Bank Branch Operation

On a typical, non-peak day, Bank will have 4-5 employees at all times at the on-campus Bank branch. During much slower months, i.e. when UNLV is not in session, the number of employees working may decrease to 3. However, during peak times i.e. start of semester, orientation, etc., there may be a total of 15 employees on hand to serve the UNLV students
Branch Hours: Bank's branch hours will be on accordance with the Lease Agreement.

SCHEDULE A
Maxx Card Project Plan

UNLV and US Bank executed a Letter of Intent on January 31, 2014. The implementation of the RebelCard Program shall take approximately 20 weeks from execution of the Letter of Intent to ensure a smooth implementation. Following is a detailed project plan for the implementation of the RebelCard Maxx program. Except as otherwise stated in this Contract, this timeline is a time estimate subject to change as the implementation progresses, the parties agree there is no penalty for accommodating rolling dates commensurate with the progression of the project. The Bank will be responsible for any additional costs related to acquiring equipment or other goods and services that may be required for implementing the RebelCard Maxx program.

**Maxx Card Project
Plan - MASTER**

Task Description	Key Contact(s)	Expected Duration	Start Date	Due Date	Status	Date Delivered	Comments	
Administrative Tasks								
Request Project	Mike Audette	1 week	02/01/14	02/08/14	Complete		Email Jeff McClure	LOI Signed by Dan Hoke
Complete Visa Affinity/Co-Brand Application	Mike Audette / Rob Twilley	1 week	02/01/14	02/08/14			Before signing contract	
Sign contract with School	Whitney Bright / School / Contract Services	4 weeks	02/01/14	03/03/14	Pending			
Determine/Assign 9-digit BIN	Jeff McClure	1 week	02/01/14	02/08/14	Complete		490155017	
Partnership Manager Tasks								
Provide School personalized copy of "New Campus Implementation Guide"	Selena Salmon	1 week	02/01/14	02/03/14	Complete	1/24/2014	Review Details on first official implementation on call	
Provide copy of "Campus Resource Guide" to Branch Manager	Selena Salmon	1 week	02/01/14	02/03/14	Complete	1/24/2014	Reviewed with Wendy Najera	
Regular Conference Calls	Selena Salmon / School	1 week	02/19/14	05/14/14	Complete		Weekly calls set	
Discuss Lost/Stolen Procedures	Selena Salmon / School	1 week			Complete			
Add Branch Manager to Internal SharePoint Discussion Site	Selena Salmon	1 day			Complete			
Card Design								
Front of Card Design								

Collect background image and logo from School	Selena Salmon / School	4 days	02/03/14	02/07/14	Complete	02/10/14	Need photo well size, location of student ID number, add identifier (i.e. student)?, preferred font, etc. Also need Barcode dimensions	need committee approval on card image
Submit to Graphic Design	Selena Salmon / Marketing	5 days	02/07/14	02/12/14	Complete	02/14/14	Send to Jeremy/Need photo well size and student image	Mock-up changes and send with Marketing request
Receive Feedback from School	Selena Salmon / School	2 days	02/12/14	02/14/14	Complete	02/28/14		
One set of Revisions	Selena Salmon / Marketing	5 days	02/14/14	02/19/14	Complete	02/28/14		
School Approval for Front of Card Design	School				Complete	03/03/14		
U.S. Bank Approval for Front of Card Design	Compliance / Seila Kapetanovic	1 week	02/19/14	02/26/14	Complete			
Visa Approval: Front of Card Design	Visa Branding / Annabel Truscott				Complete			uscarddesign@visa.com, atruscott@visa.com
Final JPEG Images	Selena Salmon / Marketing	5 days	02/26/14	03/03/14	Complete	3/3/2014	Final sample with model & name; final blank w/o personalization; final showing specs for School (photo & printing location)	
Back of Card Design								
Collect School-specific text for back of card	Selena Salmon / School	4 days	02/03/14	02/07/14	Complete		Caleb is working with Dan and Hill on placement and dimensions	
Submit to IC Group	Selena Salmon / Mike Audette/ John Kellogg	5 days	02/07/14	02/12/14	Complete			john.kellogg@ic-group.net
Receive Feedback from School	Selena Salmon / School	2 days	02/12/14	02/14/14	Complete	03/06/14	Need Sample Cards to test barcodes/Requested to send 20-25 test cards to Hill	Caleb is sending Metro State samples to UNLV 3/11/14

One set of Revisions	Selena Salmon / Mike Audette/ John Kellogg	5 days	02/14/14	02/19/14	Complete		Need final approval from Dm? since UNLV not 100% on barcode dimensions	
School Approval for Back of Card Design	School	1 week	02/19/14	02/26/14	Complete			
U.S. Bank Approval for Back of Card Design	Compliance / Seila Kapetanovic				Complete		April 7, still waiting for final barcode placement	
Visa Approval: Back of Card Design	Visa Branding / Annabel Truscott				Complete			uscarddesign@visa.com, atruscott@visa.com
Final JPEG Images	Selena Salmon / Marketing	5 days	02/26/14	03/03/14	Complete		Final sample; final showing specs for CardWizard (location & size of mag stripes, sig panel, hologram)	
Order New Maxx Cardstock					Complete		Ordered in bulk, stored in Fargo	Moving forward with Mag stripe cards
Proof Approval	John Kellogg	3 days	03/03/14	03/06/14	Complete		Layered Illustrator file, hi-def (300 dpi or better)	
Printing	John Kellogg	10 weeks	03/06/14	05/12/14	pending		10-12weeks after approval	In approval stage in April 2014
Delivery to Fargo for storage	Cindy Levin	1 week	05/12/14	05/19/14	pending		Delivered via armored car	Shipping TBD
Marketing (Note: Need finalized Maxx Card design before starting any marketing.)								
Create a Marketing Plan	Selena Salmon / Marketing	2 weeks	03/14/14	03/28/14	Pending	04/02/14	buckslips/flyers/coming soon/banner etc.	Orientation Letters
Create a Marketing budget	Selena Salmon / Marketing / Branch Manager	2 weeks	03/14/14	03/28/14				
Internal Announcements to Campus community	Selena Salmon / School	2 weeks	04/01/14	04/15/14	Pending		Start working on announcement in April/No announcements or materials until May 1.	UNLV is drafting an announcement/E mails and Rebel Yell flyer

Print Maxx Card Guide to Benefits	Selena Salmon / Wendy Najera	1 week	04/01/14	04/07/14	complete			
Maxx Card Launch Marketing Materials							Flyers, Posters, Banners, Newspaper Advertisements, Table Tents, Special Promotions	drafts are complete for marketing/ need approval from UNLV
Collect School-specific information	Selena Salmon / School	1 week	04/01/14	04/07/14	Approved		Need final approvals for all marketing material	
Submit to Graphic Design	Selena Salmon / Marketing	1 week	04/07/14	04/14/14	Approved		If necessary - most available on CustomPoint	
Receive Feedback from School	Selena Salmon / School	1 week	04/08/14	04/15/14	Approved			
One set of Revisions	Selena Salmon / Marketing	1 week	04/15/14	04/22/14	Approved			
School Approval: All Launch Marketing Materials	Selena Salmon / School	1 week	04/22/14	04/29/14	Approved			
U.S. Bank Approval: All Launch Marketing Materials	Compliance		04/22/14		Complete			
Printing & Delivery: All Launch Marketing Materials	Marketing	2 weeks	04/24/14	05/08/14	Pending		Waiting for Buckslips and Banners	
Orientation marketing materials							Informational Letter, Flyers, Posters, Banners, Newspaper Advertisements, Table Tents	
Collect School-specific information	Selena Salmon / School	1 week	04/01/14	04/07/14	Pending	04/02/14	Start/Due dates depend on orientation dates	Orientation Starts in May.
Submit to Graphic Design	Selena Salmon / Marketing	1 week	04/07/14	04/14/14	Pending		If necessary - most available on CustomPoint	
Receive Feedback from School	Selena Salmon / School	1 week	04/14/14	04/21/14	Pending		Marketing is close to complete for approvals /printing	
One set of Revisions	Selena Salmon / Marketing	1 week	04/21/14	04/28/14	Pending			
School Approval: All Orientation Marketing Materials	Selena Salmon / School	5 days	04/28/14	05/02/14	Pending			
U.S. Bank Approval: All Orientation Marketing Materials	Compliance				Pending			
Printing & Delivery: All Orientation Marketing Materials	Marketing	5 days	05/02/14	05/07/14	Pending			

Branch Tasks								
Schedule Staff for Carding Events	Wendy Najera	1 week	04/25/14	05/02/14	Pending		Will discuss at University Summit	
Establish Account Opening Procedures	Wendy Najera	1 week	04/25/14	05/02/14	Pending			
Implementation								
School-owned Equipment Ordered/Installed								
Dedicated printer w/ Locked Hopper	School	8 weeks	03/06/14	05/01/14	Pending		U.S. Bank to order printer when contract is signed	
Prepare Maxx Documentation	Mike Audette	3 weeks	04/30/14	05/20/14			Awaiting contract prior to order	
Updates to Operating Procedures Manual	Mike Audette	2 weeks	04/30/14	05/14/14				
Updates to Training Materials	Mike Audette	2 weeks	04/30/14	05/14/14				
Card Printer installed at Branch	School	1 week	06/15/14	06/22/14			Will take 1-2 days within a 2 week timeframe	
Check if there are any funding transfer issues or merchant issues with the pre-encoded Maxx card	Selena Salmon/Mike Audette	1 week	05/04/14	05/11/14				
Printer Testing	School	3 days	06/22/14	06/25/14				
On-Site Training	Selena Salmon / Mike Audette	2 days	05/22/14	05/24/14				
Individual Non-Disclosure Agreements Signed	Selena Salmon / School	1 day	05/05/14	05/06/14			Every individual involved in the Maxx Card issuance process must sign a non-disclosure agreement	
Training with Branch Staff	Selena Salmon / Mike Audette	1 day	05/05/14	05/06/14			Initial Call with Branch Staff/ Inperson training on May 22	
Training with School Staff	Selena Salmon / Mike Audette	1 day	05/06/14	05/07/14				
Sign-off for production roll-out	Project Manager	1 week	05/05/14	05/12/14				
Card Design Sign-off Complete	Project Manager / School							
Cardstock delivered to School	Selena Salmon / Mike Audette	1 day	05/12/14	05/13/14	Pending			Maxx Cardstock Inventory & Order Tracking.doc

End to End Testing	Selena Salmon / Mike Audette	2 days	06/24/14	06/25/14		Launch is set for July 1st	See "End-to-End Test Plan" tab
Maxx Card Launch	Selena Salmon / School / Local Market	2 weeks	05/19/14	05/30/14		Start promoting Maxx Card and issuing cards.	Select a Monday as a launch date

Total
 Duration: 15 weeks from beginning of contract negotiations
 11 weeks from contract signing

**Exhibit B
Royalty Schedule**

1. **Signing Bonus:** Bank shall provide an initial upfront "Signing Bonus" of \$70,000 to UNLV which will be made payable within sixty (60) days of the execution of this Contract.

2. **Royalty Payment(s):** Bank shall pay UNLV an "Annual Royalty Payment" in three separate payments (each a "**Royalty Payment**") based upon the number of Rebel Cards that are linked to a Bank checking account as calculated annually. The Annual Royalty Payment shall be based on the number of checking accounts linked to Rebel Cards as a percentage of total student enrollment for the academic school year such student enrollment shall be deemed to be 28,000 for the Term. Checking accounts linked to a Rebel Card held by faculty and staff will be included in the numerator of the percentage calculation but not the denominator. If a RebelCard Maxx holder is no longer a student, faculty, or employee of UNLV, and continues to use their RebelCard Maxx, that card will still be accounted for in the Annual Royalty Payment calculation.

3. The Annual Royalty Payment will be calculated annually based on the following:

% of Linked Cards	Number of Linked Cards	Annual Royalty Payment
0 - 9.9%	0 - 2,772	\$55,000
10% - 19.9%	2,773 - 5,572	\$65,000
20% - 29.9%	5,573 - 8,472	\$75,000
30% - 39.9%	8,373 - 11,172	\$105,000
40% - 49.9%	11,173 - 13,972	\$145,000
50% - 59.9%	13,973 - 16,772	\$205,000
60%+	16,773 +	\$265,000

The Annual Royalty Payments will be calculated based upon the number of RebelCard Maxx cards linked to a Bank checking account per the table above.

Royalty Payment Timeframes

The Annual Royalty Payment will be calculated annually on April 30th, the last day of each applicable Contract year (based upon the number of linked RebelCard Maxx cards linked to a Bank checking account at that time) and shall be paid to UNLV in three separate payments, within thirty (30) days of the applicable following dates-

- Fall Royalty Payment December 1

- Spring Royalty Payment April 30

- Summer Royalty Payment August 1

(collectively, "**Royalty Payments**" or "**Annual Royalty Payment**")

The Fall and Summer Royalty Payments shall be reconciled up or down based upon the applicable Annual Royalty Payment tier as calculated annually on April 30th, the last day of each applicable Contract year. Any overpayment or underpayment by Bank of a Fall or Summer Royalty Payment shall be deducted from, or added to (as applicable) the next applicable Royalty Payment, provided Bank clearly denotes any underpayment or overpayment in documentation supplied with the Royalty Payment.

The first Royalty Payment will be paid within thirty (30) days following April 30, 2015, and on each of the three Royalty Payment dates annually thereafter through the end of the Term of the Contract. Payments will be paid either by electronic funds transfer or check payable to: Board of Regents, NSHE. Mail to: UNLV Campus Life Business Office, 4505 Maryland Parkway Box 452008, Las Vegas, NV 89154-2008.

4. ATM Royalty Payment

Number of Transactions	Percentage of Surcharges Paid
0 - 1,749	0%
1,750 - 2,249	15%
2,250 or more	25%

The monthly ATM Royalty Payment shall be based on the number of transactions at the campus Bank Branch ATM for the month. Per the table above, UNLV shall receive a percentage of ATM surcharges for use by non-U.S. Bank customers based on the number of ATM transactions for that month.

The ATM Royalty Payment shall be payable in arrears, on or before the twentieth (20th) day of the month following the covered month.

5. Annual Athletic Sponsorship. Bank shall provide UNLV with an annual Athletic sponsorship of \$40,000.
6. Annual Scholarship: Bank shall provide UNLV with an annual \$5,000 scholarship.
7. Bank shall invest at least \$15,000 annually in Marketing Support to market the RebelCard Maxx Program.
8. Contribution to RebelCard Office operations: Bank shall provide an annual \$15,000 contribution to the RebelCard Office.

Maxx Card Terms and Conditions

1. Training. Training shall be provided by Bank to all UNLV employees who will have direct contact with the Maxx Card program. The training will include written training materials, to be developed and paid for by Bank. Initial training will be conducted by Bank personnel and subsequent training will be conducted by UNLV personnel who have the requisite training and authority to administer the training.

Operating Procedures. UNLV will comply with instructions and guidance from Bank, and will otherwise utilize commercially reasonable standards to ensure the production of the Maxx Cards is performed in a controlled, secure environment. For purposes of this section, "commercially reasonable standards" includes, at a minimum, compliance with the Visa Global Instant Card Personalization Issuance Security Standards

Each party agrees to alert the other, as soon as reasonably practicable, of any variances, risks, delays, or other material issues that cause or threaten the established timelines and/or content documented in the operational guidelines and procedures associated with the development or administration of the Maxx Card. Each party agrees to cooperate with the other to perform reasonably necessary corrective measures or alternative solutions, as mutually agreed by the parties.

3. Suspension and Cancellation. Bank reserves the right to temporarily or permanently suspend issuance of the Maxx Card in the event Bank determines, in its sole discretion, that the Maxx Card has created unforeseen risk, the Maxx Card is being administered through an unstable operating environment, or the Maxx Card is subject to any other circumstances that creates unwarranted risk or potential reputational damage to Bank.

4. Default and Remedies. These terms represent obligations and responsibilities that are material to the success of the Maxx Card program. Therefore, any violation of these obligations and responsibilities will constitute an event of default under this Contract and give rise to the remedies set forth therein or otherwise allowed by law. Bank's remedies shall include, without limitation, the right to cease Maxx Card operations.