

**CENTRAL WASHINGTON UNIVERSITY
ID CARD AND BANKING SERVICES AGREEMENT**

This ID Card and Banking Services Agreement is entered into on 3/17/10, by and between **CENTRAL WASHINGTON UNIVERSITY**, Ellensburg, Washington (“University”) and **U.S. BANK NATIONAL ASSOCIATION** (“Bank”).

Recitals

WHEREAS, University issues to students, staff and faculty (“Users”) a multifunctional identification and service card known as the ID Card (“ID Card”); and

WHEREAS, University desires to include Banking Services (as herein defined) as a part of the function of ID Card; and

WHEREAS, Bank is in the business of offering financial services including, but not limited to, Banking Services; and

WHEREAS, University and Bank wish to provide services to Users in accordance with this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants, representations, warranties and agreements contained in this Agreement and intending to be legally bound by the terms of this Agreement, University and Bank agree as follows.

1. Banking Services. Bank will, during the term of this Agreement, be the exclusive provider of Banking Services that may be accessed by Users through ID Card. “Banking Services” means certain financial products linked to ID Card, including checking accounts, and further described in EXHIBIT A (“Select Features of Checking Accounts”) of this Agreement.

1.1 Transactions.

1.1.1 Maxx Card. Bank agrees to implement a Visa® check card instant issuance program for University subject to the terms and conditions described in EXHIBIT D of this Agreement, on a mutually agreed upon timeline. In addition to providing a checking account at Bank to qualified Users who request such an account, including students, faculty and staff of University, the Visa-branded check card instant issuance program will permit automated teller machine (“ATM”) transactions and PIN-based and non-PIN-based point of sale (“POS”) debit transactions. The *Maxx* Card can only be issued to Bank customers.

1.1.2 Card Selection and Activation. Users will have the option of selecting the standard ID Card without Banking Services or the Visa-branded *Maxx* Card with Banking Services. Users with an active Bank checking account are able to activate the ATM/PIN based POS functionality on the standard ID Card or obtain a *Maxx* Card with ATM/Visa debit functionality.

1.2 Other Financial Services Available. Bank will promote its various Checking account products with either Student or Employee Workplace benefits for use with ID Card. Qualified Users may select any of the accounts offered by Bank.

1.3 Account Features. Bank will offer Banking Services associated with its various Checking account products with either Student or Employee Workplace benefits added to any account the customer

chooses, as described in EXHIBIT A as amended from time-to-time. Bank may make reasonable changes to the terms in EXHIBIT A to enhance these account features as it sees fit. Additionally, all Bank-branded ATM's on University campus will be free of transaction charges to Bank checking account holders when accessing their account with Bank ATM/Debit Card or linked ID Card throughout the Term of this Agreement and any renewal periods. Additional enhancements to Banking Services will be subject to further agreement of both parties.

1.4 Eligibility. Eligibility for ID Cards will be at the sole discretion of University, but a User's eligibility for Banking Services shall be at the sole discretion of Bank.

2. Automated Teller Machines. A full service ATM will continue to be fully accessible at the University student union building.

3. Technical Specifications. University and Bank agree to the following terms related to the technical specifications and functionality required of ID Cards.

3.1 ID Card Issuance and Maintenance. University will remain responsible for standard ID Card issuance and maintenance. University and Bank will work collectively for *Maxx* Card issuance, but will remain responsible for maintenance of respectively owned equipment. University 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 *Maxx* Card Terms and Conditions contained in EXHIBIT C ("Maxx Card Terms and Conditions") of this Agreement.

3.2 Other Functionality. It is understood that ID Card will include the ability to perform other electronic functions in addition to Banking Services. University shall be responsible for ensuring that any such functions will not interfere with Banking Services functions and the specifications defined in this Agreement, which shall be verified by Bank through testing of ID Card to ensure ID Card functions properly.

4. Lost, Stolen, and Canceled Cards. University shall use reasonable efforts to advise Users who report a lost or stolen ID Card to ID Card office to also notify Bank directly, but is in no way responsible for a User's failure to notify Bank. Notice to Bank should be made by the User calling 1-800-USBANKS, or by such other notification procedure as may be set forth by Bank from time to time. Bank is not involved in any stored value function which may be attached to ID Cards, and Bank is not responsible to University or any User for any losses associated with the stored-value function of ID Card, unless due to the act or negligence of Bank, its employees or agents. U.S. Bank shall use reasonable efforts to advise Users who report a lost or stolen ID Card to also notify the Connection Card Office directly, but is in no way responsible for a User's failure to notify the Connection Card Office.

5. Marketing.

5.1 Solicitation. Bank may solicit new Bank accounts. Bank may prepare text acceptable to University for brochures or ATM messages relating to Banking Services for distribution to Users. University will acknowledge approval of text in writing. Bank may continue to work with University to develop marketing materials and Financial Wellness Seminars to expand User awareness and understanding of Banking Services. No marketing materials may be distributed at University without University's prior review and written approval.

5.2 Events. University will assist the Bank to gain permission to have access to, and presence at, significant on-campus events to advance the opening of new Bank accounts at no additional cost to Bank.

The events shall include, but not be limited to, the following:

- Student Orientation Events
- New Hire Orientation Events

- International Orientation Events
- Study Abroad Orientation Events
- Carding Events
- Financial Wellness Seminars

5.3 Signage.

All signage must comply with section B. 4., page 4 of the lease agreement between U.S. Bank National Association and Central Washington University dated as of April 2007. U.S. Bank National Association is granted all rights and privileges described herein as applicable to Bank Maxx Card business. See Attachment E

5.4 Promotional Information. All promotional information must comply with section B. 2., Page 3 of the lease agreement between U.S. Bank National Association and Central Washington University dated as of April 2007. U.S. Bank National Association is granted all rights and privileges described herein as applicable to Bank Maxx Card business. See Attachment F

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

6. Royalty Schedule.

6.1 Royalty Schedule. Bank shall pay to University amounts as described in EXHIBIT B ("Royalty Schedule") attached to this Agreement.

6.2 Release of Information. Bank shall not be required to provide any financial records or information relating to individual Bank customers to University, nor shall University be required to provide any student information records to Bank, for purposes of calculating royalty payments.

7. Exclusivity. During the term of this Agreement, University agrees to the following exclusivity provisions.

7.1 Banking Services. During the Term of this Agreement, University will not enter into any agreement with any issuer of debit cards or provider of services covered in Banking Services (as defined in Section 1 of this Agreement) for the purpose of issuing debit cards, or accounts that bear or are associated with University's name or protected marks.

7.2 On-Campus Activities, Events, and Promotion. University will provide Bank with exclusive access to University activities, events, and promotional locations as provided in Section 5 of this Agreement for purposes of promoting ID Card and Banking Services.

8. Term and Termination. This Agreement will remain in effect for an initial term of five years, beginning on the date of this Agreement ("Term"). After completion of the initial Term, this Agreement will automatically renew in subsequent one-year terms until Bank or University notifies the other party in writing their desire to terminate the Agreement. Written notification of termination must be received thirty (30) days prior to the end of the Term. In absence of any such notice, this Agreement will continue to remain in effect.

8.1 Breach. In the event of a breach of this Agreement by either party at any time during the term of this Agreement, the non-breaching party shall provide written notice of such breach. In the event the breach is not cured or a suitable plan for curing the breach is not proffered within thirty (30) days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional ten (10) days written notice to the breaching party, subject to Section 8.2 regarding immediate termination for cause.

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

8.3 Termination; Effect on Users. University and Bank agree that each User who has an account with Bank attached to ID Card shall be a customer of Bank and, upon any termination of this Agreement pursuant to subsection (8.1) or (8.2) above, or upon Users leaving University, each User shall remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users in order to sell them the full range of banking products during the term of this Agreement or after its termination. University reserves the right to solicit such Users after the termination of this Agreement, in order to sell them any banking products offered through University by any party. Upon any termination of this Agreement pursuant to subsection (8.1) or (8.2) above, University shall cooperate with Bank in order to de-link the User accounts from ID Card. Bank acknowledges that ID Cards and the ISO numbers used for ID Card accounts are and shall remain the property of University at all times.

8.4 Survival. The rights and responsibilities of each party as embodied in Section 5 (“Marketing”) regarding the use of marks and other intellectual property, Section 6 (“Royalty Schedule”) relating to outstanding amounts due, Section 10 (“Indemnification; Losses”) regarding indemnification, and Section 13.8 (“Confidential Information”) regarding the use and preservation of confidential information will survive the termination of this Agreement.

9.0 Representations and Warranties. Each party represents and warrants as follows:

9.1 No Conflict. Neither the execution nor the delivery of this Agreement, nor performing the activities contemplated by this Agreement, violates or conflicts with any applicable law, regulation, or rule, or contract to which the party is subject.

9.2 Authority. Each party has the authority to enter into this Agreement and has received all necessary approvals.

9.3 University Authority. University has the authority to enter into this Agreement on behalf of its member institutions, and further has the authority to ensure that the terms of this Agreement are adopted and followed by its member institutions.

9.4 No Other Agreements. University warrants and represents that it does not currently have, nor will have during the course of this Agreement, any relationships with other financial services companies other than Bank that would compromise the exclusivity provisions of this Agreement or the purposes for which this Agreement was entered by Bank.

10. Indemnification; Losses. Notwithstanding any other provision in this Agreement:

10.1 Bank Indemnification of University. Bank will defend, hold harmless, and indemnify University from and against any liabilities, losses, damages, costs, and expenses, including reasonable attorneys’ fees, which University may suffer or incur by reason of Bank’s negligence or the willful misconduct of employees, agents or officers of Bank arising out of the performance or nonperformance of services under this Agreement. In the event University seeks indemnification from Bank, University will provide notice to Bank of the events leading to the claim as soon as known to University and University will allow Bank to control the

defense of such claims in return for Bank's indemnification.

10.2 University Indemnification of Bank. University shall be responsible for damages that result from its employees, agents and representatives due to the neglect or wrongful acts or omissions during the performance of duties agreed to herein. By so agreeing, University is not waiving any of the protection afforded University as a public body of the State of Washington. Bank acknowledges that Users are not by definition employees, agents or officers of University and University assumes no liability for the individual acts of Users.

11. License. Both University and Bank may, at their sole cost and expense, advertise the existence and location of ID Card and ATMs established pursuant to this Agreement in such media and in such manner as each deems appropriate. University and Bank grant to each other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting ATMs and ID Card pursuant to this Agreement. Nothing herein shall give to University and Bank any right, title or interest in the others' trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. 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. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties. Notwithstanding anything to the contrary contained herein, University expressly consents to the use of its trademark logo on Bank-issued checks and check cards in connection with this Agreement, and such consent survives the termination of this Agreement and Users' affiliation with University.

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

University: Central Washington University
Business Services and Contracts
Bruce Porter
Director, Business Services and Contracts
400 East University Way
Ellensburg, WA 98926-7448

Bank: U.S. Bank
Campus Banking
Attn.: Whitney Bright – Vice President
100 Ungerboeck Park
O'Fallon, MO 63368

13. Miscellaneous.

13.1 Choice of Law. This Agreement and its interpretation shall be governed by the laws of the State of Washington. In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the state courts of, and federal courts sitting in, the State of Washington.

13.2 No Waiver. The delay or failure of either party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

13.3 Severability. If any term of this Agreement is found by a court to be illegal or not

enforceable, all other terms will still be in effect.

13.4 Entire Agreement; Amendment. This Agreement, any attachments constitute the entire agreement between the parties, notwithstanding any prior oral understandings or contrary provisions contained in any previous written documents between the parties. Any modification or amendment of this Agreement must be in writing and executed by authorized personnel of both parties. Paragraph headings are for information purposes and do not constitute a part of the Agreement.

13.5 Assignment. Neither party shall assign this Agreement or any interest therein to any other person or business without the prior written consent of the other party; provided, that Bank shall have the right, without University's consent, to transfer or assign this Agreement to any parent, subsidiary or affiliate of Bank or to any entity succeeding to substantially manage all of the assets of Bank as a result of a consolidation or merger.

13.6 Power and Authority. The undersigned persons executing this Agreement represent and certify that they have been fully empowered by their respective organizations to execute and deliver this Agreement and that all necessary corporate action for the making of this Agreement has been taken and done.

13.7 Force Majeure. Neither party shall be liable to the other for its failure to perform any of its obligations under this Agreement, 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.

13.8 Confidential Information. This Agreement does not contemplate sharing confidential customer (User) information by Bank. However, Bank and University each 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, when applicable.

IN WITNESS HEREOF, the parties have executed this Agreement, as of the date first above written, by and through their duly authorized officers.

Central Washington University

Sig: 

By: John E Drinkwater

Title: Senior Director, Campus Life and
Student facility Development

Date: 2/17/10

BD
3/16/10

U.S. BANK NATIONAL ASSOCIATION

Sig: Whitney R. Bright
By: Whitney R. Bright
Title: Vice President, Campus Banking
Date: 3/22/10

Exhibit A
Select Features of Checking Accounts*

U.S. Bank Checking Account with Student Benefits

Bank offers students a choice of our competitive checking accounts with added Student benefits available to qualified applicants:

- Banking attached to ID Card
- No minimum balance requirement
- No monthly maintenance fee
- Initial order of customized Central Washington University checks FREE
- Unlimited check writing with no per check fees
- FREE Internet Banking with the ability to view cancelled checks online
- FREE Internet Bill Pay for the life of the account
- FREE Mobile Banking
- Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
- Four (4) FREE Non-U.S. Bank ATM withdrawals per month
- Unlimited FREE debit card POS transactions
- 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

U.S. Bank Checking with Workplace Benefits for Faculty and Staff

Bank offers a choice of our competitive checking accounts with added Workplace benefits available to qualified applicants:

- Banking attached to ID Card
- Direct Deposit availability
- No minimum balance requirement
- No monthly maintenance fee
- Initial order of customized Central Washington University checks FREE
- Unlimited check writing with no per check fees
- FREE Internet Banking and Internet Bill Pay
- FREE Mobile Banking
- FREE Account Alerts via email or text message
- Unlimited FREE U.S. Bank ATM deposit and withdrawal transactions
- Money Market Account with no minimum balance and no monthly maintenance fee
- 25% off home loan origination fees with AutoPay
- FREE personal financial consultation
- Continuous 50% discount on any size safe deposit box
- No service charge for U.S. currency Travelers' Cheques
- Overdraft protection
- 24-hour banking services via telephone or internet
- FDIC Insured

*This information is provided for descriptive purposes only; this is not to be used for marketing purposes or for public distribution.

Exhibit B

Royalty Schedule

During the life of the Agreement, Bank will dedicate “soft dollars” (monies spent by Bank toward the increased performance of ID Card program and a higher payout percentage). The anticipated total sum of Bank’s “soft dollars” is approximately \$19,500 per year, broken down as follows:

Marketing	\$5,000	per year
Staffing Resources & Consultation	\$10,000	per year
Special event coordination	\$1,500	per year
U.S. Bank Publicity and News Print	\$1,000	per year
Website Link Development	\$2,000	per year

1. U.S. Bank will pay for all *Maxx* Card stock throughout the life of the contract.
2. Bank will pay a royalty schedule to the Associated Student of Central Washington University Board of Directors for leadership scholarships based on percent of net student participation in the program (see Table 1 immediately following). Minimum guaranteed royalty is \$8,000 per year. Participation royalty payments will be made within 30 days of the anniversary date of the first ID Card issued which allows Banking Services. Years 2 through completion, U.S. Bank will pay the A.S.C.W.U. B.O.D. an annual royalty payment, payable within 30 days of the anniversary date of the first card issued.

Table 1: Royalty Schedule

CAMPUS CARD ROYALTIES

Penetration %	Royalties to University	Active Account Range
0 - 19.9%	\$8,000 lump sum payment	0 - 2,199 accounts
20 - 29.9%	\$14,000 lump sum payment	2,200 - 3,299 accounts
30 - 39.9%	\$20,000 lump sum payment	3,300 - 4,399 accounts
40 - 49.9%	\$30,000 lump sum payment	4,400 - 5,499 accounts
50 - 59.9%	\$40,000 lump sum payment	5,500 - 6,599 accounts
60 - 69.9%	\$50,000 lump sum payment	6,600 - 7,699 accounts
70 +	\$60,000 lump sum payment	7,700 + accounts

The penetration percentage above will be determined by dividing the number of active checking accounts housed at the on-campus branch by the universe of potential prospects (student enrollment numbers). The scale above is based upon 11,000 potential participants.

U.S. Bank wants to help the University grow your penetration rates as quickly as possible. With our unique penetration calculation method, we offer you the greatest ability to see higher returns throughout the life of the contract. While we only use the total number of students for the denominator in our penetration calculation, any faculty and staff members that choose to open accounts at the on campus branch will be counted in the numerator of the penetration percentage calculation. Additionally, as long as a student or faculty/staff member maintains an active checking account with U.S. Bank, the University continues to be paid for that account in the scale regardless of their continued affiliation or enrollment in the University.

As an added bonus, Bank will include all current University branch customers into our penetration

calculation.

3. Bank agrees to pay the actual expenses on behalf of the University for the following items as outlined in table 2 below. Should the actual costs exceed the maximum listed below, the remaining cost will be the responsibility of the University. Should the actual cost be less than the total set up costs shown in table 2, the remaining amount will be applied to the cost of new Kronos time clocks.

Table 2: Connection Card *Maxx* set up expenses (estimate)

Item	Cost
University Card Printer with locking hopper	\$10,000
Hardwiring Connection card office to branch	\$5,000
Card Encoder	\$2,000
Total set up costs	\$17,000

Exhibit C

MAXX CARD TERMS AND CONDITIONS

1. Intellectual Property. Instant Issue VISA debit cards shall be branded "Connection Card *Maxx*" ("*Maxx* Card") for purposes of all literature and promotions associated with the *Maxx* Card. *Maxx* Card will remain the sole property of Bank, and Bank grants a limited license to University to use *Maxx* Card solely for purposes contemplated by this Agreement and consistent with Bank's instructions.

2. Training. Training shall be provided to all University employees who will have direct contact with the *Maxx* Card program. Any necessary training materials will be developed and paid for by Bank. Initial training will be conducted by Bank personnel and subsequent training will be conducted by University personnel who have the requisite training and authority to administer the training.

3. Operating Procedures. Because University plays a role in the issuance of *Maxx* Cards, University will assist Bank in complying with 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. University also agrees to perform a due diligence review of the competency and reliability, including character and integrity, of each employee it assigns to this project prior to granting any access to program information or materials. University will be responsible for ensuring that its employees comply with all applicable safeguards, security standards, and other requirements associated with its responsibilities related to the *Maxx* Card.

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 each other to perform reasonably necessary corrective measures or alternative solutions, as mutually agreed by the parties.

4. Confidentiality. All current, applicable terms and agreements related to confidentiality and nondisclosure agreements apply to the development and implementation of the *Maxx* Card. Without limiting the applicability or obligations of any such terms and agreements, University specifically agrees to execute a master nondisclosure agreement related to this program and obtain a nondisclosure agreement from each individual who will work on this program – in a form and format substantially similar to the form attached to this Exhibit C as Attachment D - prior to discussing the program or allowing access to any materials, plans, or information related to the program.

5. 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.

6. 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 Agreement 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.

7. Preservation of Agreement. Except where specifically contradicted by the terms of this Exhibit C with respect to the *Maxx* Card, all terms of the Agreement remain in full force and effect.

8. Attachments A through D. These *Maxx* Card Terms and Conditions include Attachments A through D, attached to this Exhibit D and incorporated herein by this reference.

ATTACHMENT A MAXX CARD SERVICES

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

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

ID Card Office sends a print job to a University-owned printer housed in Bank branch. Bank issues ID Card on VISA branded card stock provided by Bank. Banker enters personal information into a secure terminal and that information is passed to Bank to automatically build the card record in our system.

The new card number and encoding information is then passed back to a Bank-owned printer housed in Bank and the card goes through a second print process to personalize and encode the card with the new U.S. Bank VISA Check Card number. This 16-digit VISA check card number is owned and managed by U.S. Bank. The User leaves Bank branch with a fully functional ID card and U.S. Bank VISA check card.

Because this is an opt-in program, students, staff and faculty who choose not to participate in the *Maxx* Card program will be issued a standard Connection Card.

Maxx Card Costs

The following equipment will be deployed by Bank in support of the *Maxx* Card program and will remain property of Bank upon completion of the contract:

- FCP2020 Flat Card Printer (or comparable alternative)
- WYSE Computer Terminal
- Flat screen monitor, keyboard, mouse
- CardWizard instant issue software
- High Quality Shredder

Bank also takes responsibility for the following costs and services:

- BIN (Bank Identification Number) ownership and assignment
- Secure Communication between *Maxx* equipment and U.S. Bank server
- Hardware maintenance
- Software licenses
- Training & Support
- U.S. Bank internal development
- *Maxx* Card VISA branded cardstock
- Security Cameras
- Monitored Alarm System
- 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
- Wiring into Bank branch for University communication to card printer

- Encoding machine (if using a dual magnetic stripe configuration)

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

ATTACHMENT B
UNIVERSITY PREREQUISITES FOR THE *MAXX* CARD

University must comply with each of the following prerequisites to be considered for a U.S. Bank *Maxx* Card program.

Cards

1. University must program and encode Track 1 of the *Maxx* Card magnetic stripe according to U.S. Bank specifications.
2. University must encode all University specific information on a secondary magnetic stripe on the bottom of the card.
3. University may store/read only the last seven (7) digits of the *Maxx* Card number from Track 2 on University system for University functions. University cannot store, read or transmit the entire 16 digit ISO on any University system unless full end-to-end encryption is used.
4. A bar code may be used on the back and/or front of the *Maxx* Card as long as it doesn't interfere with the magnetic stripe area signature panel or Visa logo.
5. *Maxx* Card design will use a standard U.S. Bank template, designed according to U.S. Bank and VISA branding standards, with input from University on the background image and University 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).
6. The campus declining balance program cannot be used at any merchants that are located off-campus (all on-campus merchants are acceptable, even if not University-owned).

Security

1. University must be compliant with the PCI (Payment Card Industry) Data Security Standards described in ATTACHMENT C.

Hardware/Software

1. University will work with Bank to install network data lines into the branch space for communication between University ID Card Issuance system and University printer housed in the on-site branch.

**ATTACHMENT C
UNIVERSITY CONFIDENTIALITY AGREEMENT**

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (this "Agreement") is made and entered into as of this 17th day of MARCH 2010, by and between U.S. Bank National Association, its affiliates, subsidiaries and assigns, with its principal place of business at 800 Nicollet Mall, Minneapolis, Minnesota 55402 (the "Bank") and Central Washington University, Ellensburg, Washington ("University").

WHEREAS, Bank and University contemplate exchanging certain information in order to facilitate provision of certain services to University (the "Purpose"); and

WHEREAS, Bank is legally obligated to maintain the confidential nature of certain types of information, which may include the information that Bank will provide to University, or University's agents and representatives;

NOW, THEREFORE, the parties agree as follows:

1. **Confidential Information.** University and Bank acknowledge that each party (as a "Recipient") may have access to and each party (as an "Owner") may provide to the other party, information that the respective party regards as confidential or otherwise of a proprietary nature.
 - 1.1. **Definition of Confidential Information.** Each party (as "Recipient") may have access to and each party (as "Owner") may provide to the other party, information that the Owner regards as confidential or proprietary. "Confidential Information" includes information of a commercial, proprietary or technical nature and, with respect to Bank, information related to Bank's consumer customers. Confidential Information includes, but is not limited to, the following, whether now in existence or hereafter created:
 - (A) Any information of or about Bank's consumer customers of any nature whatsoever, and specifically including without limitation, the fact that someone is a customer or prospective customer of Bank, all lists of customers, former customers, applicants and prospective customers and all personal or financial information relating to and identified with such persons ("Customer Information");
 - (B) All information marked as "confidential" or similarly marked, or information that the Recipient should, in the exercise of reasonable judgment, recognize as confidential; and
 - (C) All information protected by rights embodied in copyrights, whether registered or unregistered (including all derivative works), patents or pending patent applications, "know how," trade secrets, and any other intellectual property rights of the Owner or Owner's licensors; and
 - (D) All business, financial or technical information of the Owner (including, but not limited to account numbers, and software licensed from third parties or owned by the Owner or its affiliates); and
 - (E) The Owner's marketing philosophy and objectives, promotions, markets, materials, financial results, technological developments and other similar proprietary information and materials;
 - (F) Information with respect to Owner's employees which is non-public, confidential, business

related, or proprietary in nature, including, without limitation, names of employees, the employees' positions within the company, the fact that they are employees, contact information for employees, personal employee identification numbers, and any other information released to the Recipient regarding employees in the past and in the future;

- (G) All notes, memoranda, analyses, compilations, studies and other documents, whether prepared by the Owner, the Recipient or others, which contain or otherwise reflect "Confidential Information"; and

1.2. **Essential Obligation.**

- (A) Confidential Information must be held in confidence and disclosed only to those employees or agents whose duties reasonably require access to such information. Recipient must protect the Owner's Confidential Information using at least the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, disclosure or duplication (except as required for backup systems) of such Confidential Information as Recipient uses to protect its own confidential information of a similar nature. Recipient must ensure that each employee who will be handling Owner's Confidential Information signs an Individual Employee Confidentiality and Non-Disclosure Agreement. Additionally, it will be Recipients responsibility to keep and maintain all Individual Employee Confidentiality and Non-Disclosure Agreements.
- (B) Because Bank is a federally-regulated financial institution that must comply with the safeguards for Customer Information contained in the Gramm-Leach-Bliley Act ("GLBA") and regulations promulgated pursuant to GLBA, University must establish, as an entity that maintains, processes, or otherwise is permitted access to Bank's customer information, appropriate measures designed to safeguard Customer Information. Specifically, University must establish and maintain data security policies and procedures designed to ensure the following:
 - (1) Security and confidentiality of Customer(s) information; and
 - (2) Protection against anticipated threats or hazards to the security or integrity of Customer(s) information; and
 - (3) Protection against the unauthorized access or use of Customer(s) information; and
 - (4) University agrees to permit Bank to audit University's compliance with this Section during regular business hours upon reasonable prior written notice to University and to provide to Bank copies of audits and system test results acquired by University in relation to the systems used to deliver services to Bank or Customer(s) under this Agreement.

- 1.3. **Court Ordered Disclosure.** If Recipient is required by a court or governmental agency having proper jurisdiction to disclose any Confidential Information, Recipient shall promptly provide to the Owner notice of such request so that the Owner may seek an appropriate protection order.

2. **Limited Use of Confidential Information and Survival of Obligations.**

- 2.1. Recipient may use the Confidential Information only as necessary for Recipient's performance hereunder or pursuant to rights granted herein and for no other use. Recipient's limited right to use the Confidential Information shall expire upon expiration or termination of this Agreement for any reason.
- 2.2. Recipient's obligations of Confidentiality and non-disclosure shall survive beyond Recipient's limited right to use the Confidential Information and shall survive termination or expiration for any reason of

this Agreement.

2.3. Recipient must develop and maintain appropriate security measures for the proper disposal and destruction of Confidential Information. Upon expiration of Recipient's limited right to use the Confidential Information, Recipient shall return all physical embodiments thereof to Owner or, with Owner's permission, Recipient may destroy the Confidential Information. Recipient shall provide written certification to Owner that Recipient has returned, or destroyed, all such Confidential Information in Recipient's possession.

3. **Disclosure to Third Parties.** If disclosure of Confidential Information to third parties is required or allowed under this Agreement, Recipient shall ensure that such third parties will have express obligations of confidentiality and non-disclosure, substantially similar to Recipient's obligations hereunder. Liability for damages due to disclosure of the Confidential Information by any such third parties shall be with Recipient.

4. **Remedies.** If Recipient or any of its representatives or agents breach the covenants set forth in this Agreement irreparable injury may result to the Owner or third parties entrusting Confidential Information to the Owner. Therefore, the Owner's remedies at law may be inadequate and the Owner shall be entitled to an injunction to restrain any continuing breach. Notwithstanding any limitation on Recipient's liability, the Owner shall further be entitled any other rights and remedies that it may have at law or in equity.

5. **Intrusion/Disclosures.** If there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any Confidential Information by a Recipient or its sub-contractors (collectively "Disclosure") and/or any unauthorized intrusions into Recipient's or any of its subcontractor's facilities or secure systems, (collectively "Intrusion"), Recipient must immediately i) notify Owner of the Intrusion, ii) estimate the Disclosure's and/or Intrusion's effect on Owner, iii) specify the corrective action to be taken, and iv) investigate and determine if an Intrusion and/or Disclosure has occurred. If, based upon the investigation, Recipient determines that there has been an actual Disclosure and/or Intrusion, Recipient must promptly notify Owner and investigate the scope of the Disclosure and/or Intrusion, and must promptly take corrective action to prevent further Disclosure and/or Intrusion, and must, as soon as is reasonably practicable, make a report to Owner including details of the Disclosure (including Customer(s)' identities and the nature of the information disclosed) and/or Intrusion and the corrective action Recipient has taken to prevent further Disclosure and/or Intrusion. Recipient must, in the case of a Disclosure, cooperate fully with Owner to notify Owner's Customer(s) as to the fact of and the circumstances of the Disclosure of the Customer's particular information. Additionally, Recipient must cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction and authority for investigating a Disclosure and/or any known or suspected criminal activity.

6. **PCI Data Security Standard Requirements.**

6.1. The provisions set forth in this subsection apply to University as a "Service Provider" that either itself, or through a processor, its agent, or subcontractor, stores, processes, handles or transmits cardholder data in any manner. For purposes of this subsection, the term "Cardholder Data" refers to the cardholder's account number assigned by the card issuer that identifies the cardholder's account or other cardholder personal information. For purposes of this section, a "Service Provider" means any person or entity that maintains, processes, transmits or otherwise is permitted access to Cardholder Data, including through its provision of services to Bank. Customer Information shall include cardholder data and such other customer information as may be defined elsewhere in this Agreement.

- (A) Service Provider shall at all times comply with the Payment Card Industry Data Security Standard Requirements (“PCI Data Security Standard Requirements”) for cardholder data, as they may be amended from time to time. The current PCI Data Security Standard Requirements are available on the following internet website: www.visa.com/cisp. Service Provider’s failure to comply with PCI Data Security Standard Requirements may result in fines and penalties and Service Provider will be responsible for the payment of any such fines and penalties.
 - (B) Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as required by applicable law.
 - (C) If there is a breach or intrusion of, or otherwise unauthorized access to Cardholder Data stored at or for Service Provider, Service Provider shall immediately notify Bank, in the manner required by the PCI Data Security Standard Requirements, and provide Bank and the acquiring financial institution and their respective designees access to Service Provider’s facilities and all pertinent records to conduct an audit of Service Provider’s compliance with the PCI Data Security Standard Requirements. Service Provider shall fully cooperate with any audits of their facilities and records provided for in this paragraph.
 - (D) Service Provider shall maintain appropriate business continuity procedures and systems to ensure availability and security of cardholder data in the event of a disruption, disaster or failure of Service Provider’s primary data systems.
- 6.2. Service Provider’s and its successors’ and assigns’, compliance with the PCI Data Security Standard Requirements expressly survives termination or expiration of this Agreement.
- 6.3. Breaches of the PCI Data Security Standard Requirements may result in an interruption of card production until a reliable remedy is in place. Subsequent mishandlings may result in a full removal of the Instant Issue Process from University. In all manners of dispute a review and consideration of facts will take place within 10 business days of a significant event.
- 6.4. Destruction of Cardholder Data must be completed in accordance with the confidentiality provisions of this Agreement.
7. **Term.** The term of this Confidentiality Agreement (“Term”) will extend two (2) years past the term of the ID Card and Banking Services Agreement Debit Card Agreement executed between the parties on 3/17/10
8. **GENERAL**
- 8.1. **Compliance with Applicable Law.** Each party warrants and represents that it is, and shall remain, in compliance with all applicable local, state, and federal laws and regulations. Violation of applicable laws or regulations by a party shall constitute a material breach of this Agreement.
- 8.2. **Governing Law and Venue.** This Agreement is governed by and construed and enforced in accordance with the laws of the State of Washington.
- 8.3. **Use of Name.** Each party agrees not to refer to the other party directly or indirectly in any promotion or advertisement, metatag, any news release or release to any general or trade publication or any other media without the prior written consent of the party whose use of name is sought, which consent may be withheld at that party’s sole and complete discretion.

- 8.4. **Assignment.** Neither party may assign any rights or delegate any obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Provided, however, that no such written consent shall be required in case of assignment to a surviving or successor entity in connection with the sale of substantially all of a party's stock or assets. An attempted assignment not in compliance with this paragraph shall be null and void.
- 8.5. **Modifications.** This Agreement may not be modified, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by a duly authorized representative of both parties, or, at least, by an authorized representative of the party to be charged.
- 8.6. **Waiver.** No waiver of any provision or of any right or remedy hereunder shall be effective unless in writing and signed by both party's authorized representatives. No delay in exercising, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any right or remedy, or future exercise thereof,
- 8.7. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such severed provision had never comprised a part hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the severed provision or by its severance from this Agreement.
- 8.8. **Relationship of the Parties.** No joint venture, partnership, agency, employment relationship or other joint enterprise is contemplated by this Agreement. No employee or representative of University shall be considered an employee of Bank. In making and performing this Agreement, the parties shall act at all times as independent contractors, and at no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party. This Agreement does not obligate the parties to enter into any future agreement or relationship.
- 8.9. **Entire Agreement.** This Confidentiality Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings or agreements relating thereto, written or oral, between the parties.
- 8.10. **Notices.** Any notice permitted or required by this Agreement must be in writing and shall be deemed given when sent by registered or certified mail, return receipt requested, or overnight delivery, and addressed as follows:

If to Bank: U.S. Bank National Association
EP MN BB3/Contract Services
2751 Shepard Road
St. Paul, MN 55116

If to University: Central Washington University
Campus Life
John Drinkwater
Senior Director, Campus Life and student facility development
400 East University Way
Ellensburg, WA 98926-7448

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

U.S. Bank National Association

Central Washington University

Whitney R. Bright
Signature

John E. Drinkwater
Signature

WHITNEY R. BRIGHT
By: Name

John E. Drinkwater
By: Name

V.P. CAMPUS BANKING
Its: Title

Senior Director, Campus Life and Student
Facility Development
Its: Title

3/22/10
Date

3/17/10
Date

**ATTACHMENT D
INDIVIDUAL CONFIDENTIALITY AGREEMENT**

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

I as employee of Central Washington University (University) acknowledge that during my course of employment certain information which is sensitive and confidential may be disclosed to me and that U.S. Bank is required to maintain the confidentiality of this information.

Furthermore, I agree that I am subject to the confidentiality, nondisclosure and security standards of University.

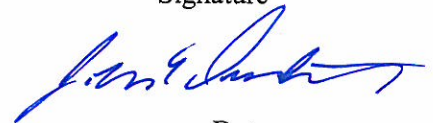
I agree with University and U.S. Bank that:

1. I will keep all matters and information related to the card programs strictly confidential. I will use the Confidential Information only as necessary for performance of my Duties. I will follow and adhere to the security and confidentiality procedures and processes of University. I will not discuss or disclose any information related to the *Maxx* Card program to any persons, except to employees or agents of U.S. Bank or University, who need to know this information because of their employment duties and who have signed a copy of this Confidentiality Agreement.
2. I am aware and understand that the confidential information relating to the *Maxx* Card program is an extremely valuable asset of U.S. Bank, and that the disclosure of such information in violation of this Agreement will result in severe, irreparable harm to U.S. Bank as well as in substantial monetary damages. I understand if I violate this Confidentiality Agreement, I will be removed from working with the U.S. Bank *Maxx* Card Program and may be subject to further discipline or penalties from University.
3. If there is any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for any Confidential Information I must immediately notify U.S. Bank. I will in the case of a Disclosure cooperate fully with U.S. Bank. I will cooperate fully with all government regulatory agencies and/or law enforcement agencies having jurisdiction and authority for investigating a Disclosure and/or any known or suspected criminal activity.

Printed Name

John E. Drinkwater

Signature



Date

3/17/10

**ATTACHMENT E
LEASE AGREEMENT**

in connection with this Agreement.

- B.2.3 Tenant shall, at no additional cost to Tenant and at times and in a manner approved by the Senior Director of Campus Life and Student Facility Development of University, as per current University policy, have the right to place its personnel in or near the Premises and/or in the common areas of the Premises, from time to time, to educate and distribute information regarding Tenant's services in the Premises, so long as such personnel act professionally and do not unreasonably interfere with or disrupt University's operations and comply with the University policy on Vendor Distribution attached as Attachment A.
- B.2.4 Tenant shall have the exclusive right, as per current University policy, to present financial materials and information at informational "tabling" events or fairs in the Building, including but not limited to, Prep Events, and student orientations, including international and MBA/graduate student orientations upon approval from the Senior Director of Campus Life and Student Facility Development. Tenant and University shall work together to place Tenant's materials and personnel in a convenient and highly visible area at such events.
- B.2.5 Subject to the reasonable approval of the Vice President of Student Affairs and Enrollment Management, University shall provide all public information requested by Tenant to further the promotion of the On-Site Branch, ATMs and any future Card Programs. Such information shall specifically include student and alumni names, university and permanent addresses including email addresses (including graduate students) and major field of study. Faculty, and staff information will be limited to University address, phone, email address and mail stop. Tenant shall use the information provided in this Section solely for the purpose of promoting the On-Site Branch, ATMs, and Tenant's products and services.
- B.2.6 University shall provide Tenant with the opportunity, to include promotional mailing materials related to the services provided under this Agreement in informational mailings sent to current or incoming students prior to Preview and/or New Student Orientation week events (including graduate students), alumni, faculty or staff, as per current University policy. Tenant shall provide the materials to be included in the mailings prior to the deadline for the mailing, as directed by University.
- B.2.7 Tenant shall be entitled, at its option, and at the University student newspaper's advertising rates, to eight (8) one-half (1/2) page advertisements promoting the Tenancing Benefits at the On-Site Branch during each year of the Initial Term and any Renewal Terms. Tenant shall follow all guidelines for advertisements set by University.
- B.2.8 Nothing in this Agreement shall be construed to obligate Tenant to use or patronize the University print shop or purchase any of its supplies or services from University-operated or preferred vendors.
- B.3. **COMMON AREAS:** Tenant shall have non-exclusive use of all areas designated by the University as common areas for the use of tenants of the building in which the Premises are located, subject to such reasonable rules and regulations as may from time to time be deemed advisable in the University's sole discretion for the proper and efficient operation and maintenance of the common areas. The University shall maintain the common areas in reasonably good condition, provided that any damage thereto caused by the act or omission of Tenant shall be paid by Tenant upon demand by the University.
- B.4. **SIGNS:** University shall permit Tenant to place an interior sign package identifying its operations in the vicinity of the On-Site Branch, such sign package being of such dimensions and at such location as University shall determine are reasonable. Exterior and directional signs of such design and dimensions as University and Tenant may mutually agree upon shall be allowed to be maintained on the Building and throughout the Campus for both the On-Site Branch and ATM(s) or Cash Dispenser(s). Further, Tenant shall be entitled to be identified on any directory, directory maps or other publications providing a layout of the Building and/or Campus for University's employees or

Attachment E continued

invitees. Tenant shall also be entitled to seasonally place banners, lawn signs, and sandwich boards as long as they are in compliance with the University's Advertisement Policy, attached as Attachment B. University, without cost or expense to University, will reasonably cooperate with Tenant in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at Tenant's sole expense and Tenant shall expend the necessary time to obtain said approvals. Nothing contained herein shall be construed as a requirement that University surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Tenant's exterior signs. Any approved signage must comply with all governmental and/or historic district design criteria, and it shall be the responsibility of Tenant to ensure such compliance. Tenant shall remove, at its sole expense, all of its signs or other advertising on or about the Premises prior to vacating the Premises, and shall pay the University the cost to repair any damage to the Premises or building caused by such removal.

- B.5. **DELIVERY AND POSSESSION:** University represents and warrants that the Premises will be in "Warm Shell" condition as described in Exhibit B, attached hereto. In the event of the University is unable to deliver possession of the Premises at the commencement of the Lease term, the University shall not be liable for any damage caused thereby, nor shall the term of this Lease be extended, but in such event Tenant shall not be liable for any rent until such time as the University actually delivers possession. At the expiration or earlier termination of this Lease, Tenant agrees to deliver possession of the Premises in as good condition as when received from the University excepting ordinary wear and tear.
- B.6. **QUIET ENJOYMENT:** The University covenants that as of the date of commencement of the term of this Lease, the University will have good right to lease the Premises for the purpose and uses stated herein and Tenant shall have and quietly enjoy the Premises for the term of this Lease.
- B.7. **TAXES:** Tenant shall pay all taxes assessed against Tenant's personal property in the Premises. Tenant shall pay to the University as additional rent, within ten days after notice of the amount thereof, any tax upon rent payable under this Lease or any tax or fee in any form (except general income tax) payable by the University because of or measured by receipts or income of the University derived from this Lease.
- B.8. **ACCEPTANCE AND CARE OF PREMISES:** Taking of possession of the Premises by Tenant shall be conclusive evidence the Premises were, on that date, in good, clean and tenantable condition, except as otherwise noted by Tenant in writing to the University within ten (10) days. Tenant shall keep the Premises neat and clean and in a sanitary condition, and shall make repairs as set forth below. If Tenant fails to keep the Premises in good condition and repair, the University may at its option cause the Premises to put into good condition and repair and in such case Tenant shall pay the cost thereof.
- B.9. **REPAIRS:** All repairs necessary to keep the Premises in a reasonably good and tenantable condition shall be responsibility of Tenant, except those for which the University is expressly responsible under the terms of this Lease. Such repairs shall be performed in a good and workmanlike manner in compliance with all codes and other governmental regulations.

The University shall repair any damage to the Premises caused by fire or other casualty covered by insurance maintained by the University, or caused by the University, its officers, employees, agents, or invitees. The University shall maintain and repair the structural and exterior components of the Premises and the building in which the Premises are located, and the windows, plumbing and electrical systems. Tenant shall pay for any damage to such items caused by Tenant, its officers, employees, agents, or invitees.

Tenant shall immediately give the University notice of need for repairs by the University, after which the University shall have a reasonable opportunity and time to repair same. The University's liability with respect to any repairs or maintenance for which the University is responsible under any of the provisions of this Lease shall be limited to the cost of such repairs or maintenance.

**ATTACHMENT F
LEASE AGREEMENT**

Central Washington University
Business Services & Contracts
400 East University Way
Ellensburg, WA 98926-7474

B. STANDARD PROVISIONS

- B.1. USE OF PREMISES:** Tenant shall enjoy exclusive and sole use of, and access to, the Premises consistent with the stated purpose. Tenant shall promptly comply with all laws, ordinances, orders, rules, or regulations of all applicable governmental authorities in its use of the Premises, including environmental laws. Tenant shall observe such rules and regulations as may be adopted by the University from time to time for the safety, care and cleanliness of the Premises. Tenant shall not do or permit to be done, in or about the Premises, activity which may be deemed illegal or a nuisance, which may endanger persons or property, or which disturbs other tenants or neighbors of the building in which the Premises are located. Tenant shall not permit the Premises to be used in any manner which would render the insurance risk on the Premises as more hazardous.

University shall not use, lease, or permit any area in the Building or Campus to be used by anyone other than Bank to provide Retail Banking Functions except for the operation of existing ATM(s) or Cash Dispensers in the Building and on the Campus and the operation of the Central Washington University Credit Union. Tenant shall have the right of first offer for any additional ATMs to be placed in the Building or on Campus. University, to the best of its knowledge, is unaware of any document or instrument of public record that the operation of the On-Site Branch or offering of any services therein by Bank is prohibited.

B.2. ADVERTISING, PROMOTION AND PUBLIC RELATION ACTIVITIES BY UNIVERSITY AND TENANT

- B.2.1** Both University and Tenant recognize that it is in their best interests to promote jointly the business of each other at the Premises. University shall promote the good will and business of Tenant at the Premises, and Tenant shall promote the good will and business of University at the Premises. In order to further this mutually beneficial relationship, Tenant shall have the opportunity to have a quarterly business review with the Senior Director of Campus Life and Student Facility Development of University in an effort to assess performance to date and further opportunities to serve.

- B.2.2** Both University and Tenant may, at their sole cost and expense, advertise the existence and location of the On-Site Branch established pursuant to this Agreement in such media and in such manner as each deems appropriate. University and Tenant grant to each other a non-exclusive, royalty-free license to use the others' registered and common law trademarks in advertisements promoting the On-Site Branch. Nothing herein shall give to University and Tenant any right, title or interest in the others' trademarks (except the right to use in accordance with this Agreement). The trademarks are the sole property of the owner and any and all uses of the trademarks shall inure to the benefit of the owner. These trademark licenses expire with this Agreement. However, the prior written approval of each party shall be obtained with regard to any advertisement that is to be transmitted by or appear in any electronic or print medium 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. The cost of any such joint advertising undertaken by either party shall be shared between the parties as agreed by them prior to such advertising being undertaken by either of the parties. Notwithstanding anything to the contrary contained herein, University expressly consents to the use of its trademark logo on Tenant-issued checks and credit cards

Attachment F continued

in connection with this Agreement.

- B.2.3 Tenant shall, at no additional cost to Tenant and at times and in a manner approved by the Senior Director of Campus Life and Student Facility Development of University, as per current University policy, have the right to place its personnel in or near the Premises and/or in the common areas of the Premises, from time to time, to educate and distribute information regarding Tenant's services in the Premises, so long as such personnel act professionally and do not unreasonably interfere with or disrupt University's operations and comply with the University policy on Vendor Distribution attached as Attachment A.
- B.2.4: Tenant shall have the exclusive right, as per current University policy, to present financial materials and information at informational "tabling" events or fairs in the Building, including but not limited to, Prep Events, and student orientations, including international and MBA/graduate student orientations upon approval from the Senior Director of Campus Life and Student Facility Development. Tenant and University shall work together to place Tenant's materials and personnel in a convenient and highly visible area at such events.
- B.2.5. Subject to the reasonable approval of the Vice President of Student Affairs and Enrollment Management, University shall provide all public information requested by Tenant to further the promotion of the On-Site Branch, ATMs and any future Card Programs. Such information shall specifically include student and alumni names, university and permanent addresses including email addresses (including graduate students) and major field of study. Faculty, and staff information will be limited to University address, phone, email address and mail stop. Tenant shall use the information provided in this Section solely for the purpose of promoting the On-Site Branch, ATMs, and Tenant's products and services.
- B.2.6. University shall provide Tenant with the opportunity, to include promotional mailing materials related to the services provided under this Agreement in informational mailings sent to current or incoming students prior to Preview and/or New Student Orientation week events (including graduate students), alumni, faculty or staff, as per current University policy. Tenant shall provide the materials to be included in the mailings prior to the deadline for the mailing, as directed by University.
- B.2.7. Tenant shall be entitled, at its option and at the University student newspaper's advertising rates, to eight (8) one-half (1/2) page advertisements promoting the Tenancing Benefits at the On-Site Branch during each year of the Initial Term and any Renewal Terms. Tenant shall follow all guidelines for advertisements set by University.
- B.2.8. Nothing in this Agreement shall be construed to obligate Tenant to use or patronize the University print shop or purchase any of its supplies or services from University-operated or preferred vendors.
- B.3. **COMMON AREAS:** Tenant shall have non-exclusive use of all areas designated by the University as common areas for the use of tenants of the building in which the Premises are located, subject to such reasonable rules and regulations as may from time to time be deemed advisable in the University's sole discretion for the proper and efficient operation and maintenance of the common areas. The University shall maintain the common areas in reasonably good condition, provided that any damage thereto caused by the act or omission of Tenant shall be paid by Tenant upon demand by the University.
- B.4. **SIGNS:** University shall permit Tenant to place an interior sign package identifying its operations in the vicinity of the On-Site Branch, such sign package being of such dimensions and at such location as University shall determine are reasonable. Exterior and directional signs of such design and dimensions as University and Tenant may mutually agree upon shall be allowed to be maintained on the Building and throughout the Campus for both the On-Site Branch and ATM(s) or Cash Dispenser(s). Further, Tenant shall be entitled to be identified on any directory, directory maps or other publications providing a layout of the Building and/or Campus for University's employees or