

**FOURTH AMENDMENT TO THE CONTRACT
FOR CAMPUS ID CARD AND BANKING SERVICES
FOR THE UNIVERSITY OF NEVADA, LAS VEGAS
Contract No. 6462**

This Fourth Amendment to the Contract for Campus ID Card and Banking Services for the University of Nevada, Las Vegas (this "Amendment") is entered into on September 27, 2019 ("Effective Date"), by and between the Board of Regents of the Nevada System of Higher Education, on behalf of the University of Nevada, Las Vegas ("University" or "UNLV") and U.S. Bank National Association ("Bank").

Recitals

A. Pursuant to the Contract for Campus ID Card and Banking Services entered into on May 1, 2014, and as amended July 29, 2015, April 26, 2016, and December 12, 2018 between University and Bank (collectively the "Contract"), Bank agreed to be the exclusive provider of Banking Services to the University that may be accessed by and through an ID Card.

B. University and Bank desire to amend the Contract to alter certain provisions thereof on the terms and conditions hereinafter set forth to more accurately reflect the current status of their relationship.

Accordingly, the parties agree as follows:

1. **Amendment of Article VI Section N.1 TERMINATION.**

Section N.1 to Article VI of the Contract is amended by adding the following language for all purposes.

"; or (7) Bank may terminate this Contract with 60 days' advance written notice to UNLV if cardstock presented for the addition of chip technology to a non-Visa-certified UNLV vendor/sub-vendor is not accounted for and returned to Bank in an acceptable manner. For clarity, missing cardstock must always be accounted for by written (email acceptable) explanation with no exceptions or this termination right will be triggered, but this termination right will not be triggered for non-return of the cardstock unless such cardstock is not returned five (5) or more times (this number is per batch and not per individual card not returned) in any five-year period, as long as an explanation is provided. For the avoidance of doubt, any such termination is at Bank's sole discretion, but is not automatic. Bank will consider the totality of the circumstances, which may include but are not limited to; Visa guidelines/contractual requirements, applicable regulations, and statutes, Bank may determine that the loss of any cards in five or more batches is not problematic if sufficiently documented and accounted for process wise."

2. **Amendment of Exhibit A Section G: RebelCard Maxx Costs.**

Section G to Exhibit A of the Agreement is deleted in its entirety and the following language is substituted therein for all purposes:

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

3. **Amendment of Exhibit A Section K Nearfield Communication.**

Section K to Exhibit A is deleted in its entirety and the following language is substituted therein for all purposes.

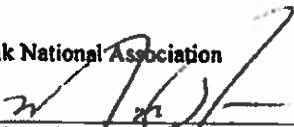
"It is UNLV's intention to upgrade the RebelCard to Near Field Compatible ("NFC") technology in 2019. As UNLV expands its card program to other technologies, such as NFC, Bank will be expected to keep pace with UNLV's needs and ensure that RebelCard Maxx Cards are compatible for use with any NFC technology UNLV decides to use in conjunction with the RebelCard, non-banking, on-

campus functions of the card. When UNLV converts to a RebelCard with NFC technology, Bank shall work with UNLV and their vendor to procure the cardstock needed for the updated RebelCard Maxx. The parties agree that for the conversion and for all future cardstock orders during the remaining Term and any renewal Terms of this Contract, Bank will pay the first dollar of each card purchased, or the Bank's cost for cardstock Bank sources without NFC capabilities, whichever is higher (the "Cost Basis"). The parties will split any amounts over the Cost Basis between them, with each party contributing 50% of the remaining cost for every card purchased. Bank further agrees to pay for the cost of the printing consumables used in connection with the printer located in the Bank branch these will include; ribbon, transfer film, color film, printer cleaning supplies, and any other supplies necessary to maintain such printer.

Original Agreement Ratified and Affirmed

Except as set forth above, the Contract is ratified and affirmed in all respects, the parties are executing this Amendment, effective as of the Effective Date, by and through their duly authorized officers.

U.S. Bank National Association

Sign: 
By: Morris D. Jackson II
Title: Sr. Vice President, Las Vegas Market Leader
Date: 9.27.19

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

RECOMMENDED:

BY: Juanita P. Fair 10/1/19
Juanita Fair, Vice President for Student Affairs Date

APPROVED:

BY: JM Vook 10/11/2019^{AKO}
Jean M. Vook, Senior Vice President, Business Affairs Date