

**Milwaukee Area Technical College
ID CARD AND BANKING SERVICES AGREEMENT**

This ID Card and Banking Services Agreement (“Agreement”) is entered into on June 17, 2014, by and between **MILWAUKEE AREA TECHNICAL COLLEGE**, Milwaukee, WI (“College”) and **U.S. BANK NATIONAL ASSOCIATION** (“Bank”).

Recitals

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

WHEREAS, College desires to include Banking Services 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, College and Bank are currently parties to an ID Card and Banking Services Agreement and ATM Placement Agreement that are expiring on May 6, 2014, and wish to continue 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, College 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 automated teller machine (“ATM”) services, as described in this Agreement.

1.1 Transactions.

1.1.1 Standard ID Card. Bank will provide a checking account at Bank to qualified Users who request such an account, including students, faculty and staff of College, which may be accessed through ID Card and will permit PIN-based point of sale (“POS”) debit and automated teller machine (“ATM”) transactions through the standard ID Card.

1.1.2 Card Selection and Activation. Users will have the option of selecting the standard ID Card without Banking Services (dormant ATM card), the standard ID 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.

1.2 Other Financial Services Available. Bank will promote checking accounts with student and workplace benefits for use with ID Card, but qualified Users may select any of the accounts offered by Bank.

1.3 Account Features. 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 College 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 College but a User's eligibility for Banking Services shall be at the sole discretion of Bank.

2. Automated Teller Machines. College and Bank have placed 4 ATMs on College's campus. The number, operation, and placement of ATMs is governed by the Terms and Conditions as set forth on Exhibit C, attached hereto.

3. Technical Specifications. College 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. College will be responsible for ID Card issuance and maintenance. College 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 Technical Specifications for Banking Services contained in EXHIBIT A ("Technical Specifications") 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. College 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. College 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 College 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.

5. Marketing.

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

5.2 Events. College will provide Bank with exclusive access to, and presence at, significant on-campus activities, events and promotional location to advance the opening of new Bank accounts at no additional cost to Bank including but not limited to the following:

- 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
- MATC Faculty Coordination Day
- Veteran's Day Event

Participation in such events will 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

5.3 Signage. Subject to College'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 to be fixed to any College property signage of any kind without the prior written approval of College.

Bank shall, at its sole cost and expense, be allowed to maintain exterior and interior temporary and "banner" signage and advertising on the Campus, and shall be allowed to place directional stickers or floor coverings on the floors of the buildings housing ATMs and/or other Bank-placed products. College without cost or expense to College, will reasonably cooperate with Bank in obtaining all necessary approvals from third parties with respect to such signs. All actions necessary to obtain the required approvals shall be at Bank's sole expense and Bank shall expend the necessary time to obtain such approvals. Nothing contained herein shall be construed as a requirement that College surrender or compromise any of its existing exterior signs in order to accommodate or gain approval for Bank's exterior signs.

5.4 Promotional Information. College shall facilitate mail solicitations on behalf of Bank using materials and instructions provided by Bank. Neither College nor Bank will share any User information as part of this Agreement. College reserves the right to distribute solicitations by electronic mail, through its website or by other means of contact with Users available to College.

5.5 Prior Approval. College 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 College 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 College, nor shall College be required to provide any student information records to Bank, for purposes of calculating royalty payments.

7. Term and Termination. This Agreement will remain in effect for an initial term of five years, beginning on May 7, 2014 ("Term"). After completion of the initial Term, this Agreement will have (2) three-year renewal terms, to be exercised at Bank's option. 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.

7.1 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.

7.2 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.

7.3 Termination; Effect on Users. College 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 College, 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. College reserves the right to solicit such Users after the termination of this Agreement, in order to sell them any banking products offered through College by any party. Upon any termination of this Agreement pursuant to subsection (8.1) or (8.2) above, College 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 College at all times.

7.4 Termination for Change in Law. Bank may terminate this Agreement at any time with 30 days' notice to College without liability, except for liabilities accrued prior to the termination, upon the issuance of any order, rule or regulation by any regulatory agency, national association, or administrative body or the decision or order of any court of competent jurisdiction that is controlling or binding on Bank prohibiting any or all of the services contemplated in this Agreement, or if such order, rule or regulation restricts the provision of such services so as to make the continued provision thereof unprofitable or undesirable, or will be unduly restrictive to the business of Bank or will require burdensome capital contributions or expenditures.

7.5 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.

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

8.1 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.

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

8.3 College Authority. College 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.

8.4 No Other Agreements. College 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.

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

9.1 Bank Indemnification of College. Bank will defend, hold harmless, and indemnify College from and against any liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, which College 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 College seeks indemnification from Bank, College will provide notice to Bank of the events leading to the claim as soon as known to College and College will allow Bank to control the defense of such claims in return for Bank's indemnification.

9.2 College Indemnification of Bank. College 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, College is not waiving any of the protection afforded College as a public body of the State of Wisconsin. Bank acknowledges that Users are not by definition employees, agents or officers of College and College assumes no liability for the individual acts of Users.

10. License. Both College 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. College 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 College 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, College 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 College.

11. 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.

College: Milwaukee Area Technical College
Office of General Counsel Janice M. Falkenberg
Vice President, General Counsel
700 W. State St., Room M-278
Milwaukee, WI 53233

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

12. Miscellaneous.

12.1 Choice of Law. This Agreement and its interpretation shall be governed by the laws of the State of Minnesota. 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 Minnesota.

12.2 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.

12.3 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.

12.4 Entire Agreement; Amendment. This Agreement, any attachments and the RFP response dated February 10, 2014 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.

12.5 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 College'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.

12.6 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.

12.7 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.

12.8 Confidential Information. This Agreement does not contemplate sharing confidential customer (User) information by Bank. However, Bank and College 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.

Milwaukee Area Technical College
Sig: *AI Shoreibah*
By: AI Shoreibah, CPA, MBA
Title: Vice President, Finance
Date: MAY 23, 2014
Milwaukee Area Technical College

U.S. BANK NATIONAL ASSOCIATION
Sig: *Whitney R Bright*
By: Whitney Bright
Title: Sr. Vice President, Campus Banking
Date: 6/17/14

Sig: *D Hoke*
By: Daniel Hoke
Title: Sr. Vice President, Division Manager
Date: 9 June 2014

Exhibit A

Technical Specifications for Standard ID Card (ATM/PIN-based Point of Sale Functionality)

1. The 16-digit card number must appear on the front of ID Card.
2. No two card numbers shall be the same.
3. In the event of a lost or stolen ID Card, College will issue a new card with a new number.
4. Bank will provide College with the required layout and specifications for track 2. College or its contractor will encode this track on all ID Cards in compliance with the specifications provided to College in the "Track 2 Layout" document.
5. College shall timely report known cases of fraud, lost or stolen cards in a form and manner acceptable to Bank.
6. The card must display the following text which may be printed on the back of the card:

U.S. Bank Customers: For 24-hour customer service or to report a lost or stolen ID card, call 1-800-US BANKS (872-2657).
7. The card must display the U.S. Bank branding logo. This may be printed on the back of the card.

Exhibit B
Royalty Schedule

During the life of the Agreement, Bank will make the following financial commitment to College:

1. Bank will pay a signing bonus of **\$10,000** to Milwaukee Area Technical College for the Stormer Card partnership within 60 days of execution of this agreement.
2. During the term of this Agreement, U.S. Bank will pay Milwaukee Area Technical College an annual royalty payment, payable within 60 days of the anniversary of the date the Agreement was signed. The payment will be calculated based on active accounts on each anniversary date that are housed at the MATC branch. Milwaukee Area Technical College. During the first year of the Agreement, MATC will receive \$11.00.00 for each active new account, thereafter in years 2 through completion, MATC will receive \$11.00 for each active account.
3. Bank will pay an annual card stock allowance of \$2,500.
4. Bank will pay an annual scholarship payment of \$1,000, payable to the Milwaukee Area Technical College Foundation, and may be used by the MATC Foundation without restriction.

Exhibit C

ATM Terms and Conditions

1. Locations. Bank agrees to install, operate and maintain a minimum of at least one (1) ATM on every campus location operated by College. Current campus locations are as follows:

| | | | | |
|--|--------------------------|------------|----|-------|
| Milwaukee Area Technical College - Oak Creek | 6665 South Howell Avenue | Oak Creek | WI | 53154 |
| Milwaukee Area Technical College - Mequon Campus | 5555 West Highland Road | Mequon | WI | 53092 |
| U.S. Bank Milwaukee Area Technical College | 700 West State Street | Milwaukee | WI | 53233 |
| Milwaukee Area Technical College - West Allis | 1200 South 71st Street | West Allis | WI | 53214 |

2. Transactions. If the total number of completed transactions, including, but not limited to cash withdrawals, funds transfers, and balance inquiries, but specifically not including any declined transactions (collectively, the “Transactions”) at the Premises during a calendar month (the “Monthly Transaction Volume”) for any ATM is less than One Thousand (1,000) for three (3) consecutive months at any time during the term hereof, Bank may, at its option, terminate this Agreement and remove and relocate such ATM upon thirty (30) days’ prior written notice to College. Bank agrees that before removing any ATM from a campus location, Bank will work with College to identify an appropriate relocation for the ATM and the parties agree that they will collaborate to increase usage at the alternate location. Notwithstanding anything to the contrary, this Agreement shall only terminate with respect to the removed ATM(s) and shall continue in full force and effect with respect to any other ATM(s) operated by Bank at the Premises.
3. Bank’s Rights and Obligations.
- a. Bank may impose a fee to the cardholder by Bank for a cash withdrawal or cash advance initiated at the ATM (a “Surcharge”) with respect to some or all Transactions at the ATMs. All decisions with respect to the imposition of Surcharges, including without limitation the amount thereof and the types of cards and Transactions affected, shall be made by Bank in its sole discretion.
 - b. If the applicable laws, regulations, or other conditions prohibit or limit the Bank’s right to Surcharge or collect fees from network users, Bank may, upon ninety (90) days’ advance written notice to College, terminate this Agreement as to the ATMs.
 - c. In addition to its other rights and obligations under this Agreement, Bank shall, at its sole expense:
 - i. Use the Premises for the purposes of installing, maintaining, and operating the ATM.
 - ii. Maintain the ATM in good working order.
 - iii. Provide the data line and modem for the ATM and pay all related on-going communication costs.
 - iv. Pay applicable personal property taxes levied on the ATM.
 - v. Comply with applicable laws pertaining to the ATM.
4. College’s Rights and Obligations. In addition to its other rights and obligations under this Agreement, College shall, at its expense:

- d. Provide adequate space on the Premises for the ATM, including allowing enough space to comply with the American With Disabilities Act, in locations acceptable to Bank.
 - e. Modify the Premises as necessary to permit installation of the ATM.
 - f. Pay the installation and operation costs for a dedicated electrical power line and telephone conduit to be used by each ATM.
 - g. Pay all real property taxes levied or assessed against the Premises.
 - h. Maintain the area immediately around each ATM in a safe, clean, neat, and orderly condition, and maintain access to each ATM for customers and for Bank's authorized employees, agents, and contractors.
 - i. Promptly notify Bank of any defects, vandalism, or malfunctions affecting the ATMs or any related equipment or ATM signage.
 - j. Comply with applicable laws pertaining to the Premises.
5. Relocation of ATMs. Should either party, after an ATM has been installed, desire that it be relocated to a new location within the Premises, such party may send the other party a written notice proposing the new location at least thirty (30) days prior to the proposed relocation. If the parties agree in writing to the relocation, all expenses relating to such relocation shall be the responsibility of the party requesting the relocation. Only Bank's authorized employees, agents, or contractors may disconnect or move an ATM.
6. Exclusivity; Right of First Refusal. Provided that Bank provides at least one functional ATM on each of College's campus locations, Bank shall be the exclusive ATM service provider on the Premises. College shall not establish or allow any third party to establish an ATM on the Premises.
7. Confidentiality. For purposes of this Agreement, "Confidential Information" means any agreement, letter of intent, business terms or other similar or related business information, which pertains to College's fees, costs or pricing for any or all automated teller machines ("ATMs"). College hereby agrees that unless Bank consents in writing, it will not release Confidential Information to any third party and will not use the Confidential Information for any purpose other than the purposes contemplated by this Agreement.
8. ATM Access and Security. College acknowledges that the ATMs and the currency contained in the ATMs are the property of Bank, and College has no right, title or interest whatsoever in any ATM or its currency. Further, College acknowledges that Bank has a strong proprietary interest in the safety and security of the ATMs and currency. College agrees to allow Bank access to the ATMs and currency immediately upon Bank's request. Bank may take all reasonable steps to secure the ATMs or currency, including but not limited to removal of the ATMs or currency without penalty, if College voluntarily or involuntarily becomes subject to or is expected to become subject to a bankruptcy court, receiver, or some other form of financial overseer, or if Bank reasonably believes that a serious risk to the safety or security of the ATMs or currency is imminent. College acknowledges that any interference, interruption or prevention of Bank's access to the ATMs and currency or Bank's other rights under this section will result in irreparable harm to Bank, and agrees that Bank shall be entitled to immediate injunctive relief in order to enforce its rights under this section. At all times, the ATMs shall remain personal property of Bank regardless of the manner in which they may be affixed to the Premises. The terms of this section shall survive any termination this Agreement.
9. Signage. Bank, at its expense, shall have the right to post signage both at the ATMs and on the exterior of the Building. The form and manner of the exterior signage, but not the existence thereof, shall be mutually agreed upon by both parties. All decisions with respect to ATM signage and language mandated by law, regulation, and applicable network or credit card associations shall be made at the sole discretion

of Bank. College, at its expense and subject to Bank’s prior written approval, may display additional ATM signage.

10. Indemnification and Insurance.

- k. Each party shall indemnify, defend, and hold harmless the other party and its employees, officers, directors, corporate parents and affiliates, against any and all direct claims, liabilities, losses, damages, costs, or expenses (including, without limitation, fees and expenses of attorneys and court costs) of any third persons or entities arising due to the gross negligence or willful misconduct of the indemnifying party in performance of this Agreement, or the indemnifying party’s willful and material breach of this Agreement. This obligation shall include, without limitation, any and all claims for contractual, tortious, or statutory damages of any nature whatsoever and any and all injunctive or other equitable relief, as well as reasonable attorneys’ fees and court costs.
- l. Each party shall, at its expense, procure and keep in force at all times while this Agreement is in effect, a policy or policies of comprehensive general liability insurance including products and contractual liability insurance, in an amount not less than one million dollars (\$1,000,000) combined single limit with an insurance company qualified to do business in the state(s) in which the ATMs are located. Bank shall be entitled to self-insure, in whole or in part, the insurance obligations imposed by this Agreement.
- m. Any damage or repair to any ATM and related equipment of Bank will be the responsibility of Bank unless caused by the negligence or willful misconduct of College, its officers, employees or agents, in which case the cost of such damage or repair shall be College’s responsibility.

11. Eminent Domain. If any individual Premise is taken by eminent domain, this Agreement, at Bank’s option, shall terminate with respect to the ATM(s) at such location as of the date of the taking and payments due hereunder shall be paid up to the date of taking. All damages, awards, and payments for the taking will belong to College, except that Bank shall be entitled to any amounts specifically awarded for the ATM, its currency, or the removal or relocation of such ATM.

12. Default. An “Event of Default” occurs if either party fails to make a payment due under this Agreement to the other party within ten (10) days after written notice of such failure to pay, or if either party fails to perform any other material obligation under this Agreement within thirty (30) days after written notice of such failure to perform. Upon an Event of Default, the non-defaulting party shall have all rights and remedies available at law, including the right to specific performance. Further, upon an Event of Default by College, Bank shall be entitled to terminate this Agreement and remove the ATM upon thirty (30) days prior written notice to College.

13. Early Termination. In the event of a termination of the Agreement by College that occurs during the first five (5) years of the initial term of the Agreement, College shall pay Bank the lesser of (i) the percentage set forth below of the costs incurred by Bank for the installation of the ATM at the Premises, or (ii) the maximum payment set forth below, in accordance with the following schedule:

| <u>License Year</u> | <u>Percentage</u> | <u>Maximum Payment</u> |
|---------------------|-------------------|------------------------|
| 1 | 100.00% | \$5,000.00 |

| | | |
|---|--------|------------|
| 2 | 80.00% | \$4,000.00 |
| 3 | 60.00% | \$3,000.00 |
| 4 | 40.00% | \$2,000.00 |
| 5 | 20.00% | \$1,000.00 |

14. Due Diligence Review.

n. Onsite and Financial Examinations. To assist the government in the fight against the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each business requesting services from such financial institution. To achieve that objective and in addition to the examinations that occurred prior to the execution of this Agreement, subsequent to the commencement of the Initial Term of this Agreement Bank, or its agent, may conduct onsite and financial examinations of College.

- i. The onsite examinations may include, without limitation, verification that business is conducted as represented by College at all sites where it conducts business; College's facilities are adequate to support claims of staffing, services performed and inventory housed; and the facilities provide adequate security for staff, functions performed and services rendered.
- ii. The financial examination may include, without limitation, a review of College's current balance sheet; its most recent annual report; up to three (3) years of third party audits; tax returns for the previous three (3) years; and all documentation supporting employee bonds and insurance policies of College.

o. Consent to Examinations.

- i. By execution of this Agreement, College consents to the examinations described in this section and consents to such examinations being conducted by Bank or its agent.
- ii. Bank may conduct such examinations from time to time during the Term of this Agreement and the consent to the examinations provided by College shall be a continuing consent to conduct the examinations periodically in Bank's discretion during the Term of this Agreement.

15. Force Majeure. The parties shall be excused from the performance of any obligation imposed by this Agreement for any period and to the extent that a party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other party or third parties, an act of God, war, civil disturbance, terrorism, court order, or other cause beyond its reasonable control including, without limitation, failure or fluctuations in electrical power, heat, light, air-conditioning, computer equipment, telecommunications equipment, or ATM components, and such nonperformance will not be a default hereunder or a ground for termination hereof.

16. Contractors. Bank may use contractors and subcontractors to perform some or all of the services Bank is obligated to provide under this Agreement.

17. Waiver. No waiver of any provision of this Agreement will be deemed a waiver of any other provision, and waiver of a right or remedy in one instance will not preclude enforcement of that same right or remedy in the future.

18. Provisions Severable. If any provision of this Agreement is illegal or unenforceable, it will be severable and all other provisions will remain in force as though the severable provision had never been included.

19. Quiet Enjoyment. Subject to the performance of all of the covenants, conditions, and provisions on Bank's part to be observed and performed under this Agreement, College shall not disturb Bank's quiet possession and quiet enjoyment of the Premises during the Term.

MILWAUKEE AREA TECHNICAL COLLEGE
Contract Processing and Legal Review Form Instructions

Person and Department Initiating Request for Approval:

name Achieve Graham department Student Life

Name of External Party(s) to Contract and Key Contact information:

name and contact information
DANIEL HOKE Sr. VP Divisional Manager US Bank

Please describe in detail the purposes of this contract. Include, for example, length of contract, what are the products or services being bought or sold, payment terms, etc. **(include typed attachments as necessary)**:

purposes
ID Card Services and banking services
ATM included

Is this an Amendment , Extension or Renewal of a Prior Agreement ?:

Contract has been reviewed again by student life staff

I have reviewed the proposed contract. It correctly states the desired business terms and includes all referenced exhibits, attachments and prior agreements, if any, between the parties. I have obtained all necessary project approvals and additional signatures below, if any, from the appropriate persons prior to forwarding the contract and this form. Please note that turnaround time to final approval is normally not less than **two weeks**.

Achieve Graham 5/19/2014
Signature of Initiator mm/dd/yyyy

phone e-mail

Request approved by Dean or Vice President if such person is not the initiator:

[Signature] 5-19-14 mm/dd/yyyy
Dean or Vice President

Reviewed as to legal provisions:

[Signature] 5-22-14 mm/dd/yyyy
Office of General Counsel