

**FIRST AMENDMENT TO
MILWAUKEE AREA TECHNICAL COLLEGE
ID CARD AND BANKING SERVICES AGREEMENT**

This First Amendment to the Milwaukee Area Technical College ID Card and Banking Services Agreement (this "Amendment") is entered into on February _____, 2019 ("Effective Date"), by and between the Milwaukee Area Technical College ("College") and U.S. Bank National Association ("Bank").

Recitals

- A. Pursuant to the ID CARD AND BANKING SERVICES AGREEMENT entered into on June 17, 2014, between College and Bank (the "Agreement"), Bank agreed to be the exclusive provider of Banking Services to College that may be accessed by and through an ID Card.
- B. College and Bank desire to amend the Agreement 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 Exhibits B and C

Exhibits B and C of the Agreement are deleted in their entirety for all purposes.

2. Amendment of Section 1 Banking Services

Section 1.1.2 of the Agreement is deleted in its entirety and the following language is substituted in place thereof for all purposes:

1.1.2 ID Card Selection and Activation. Users will have the option of selecting the standard ID Card without Banking Services (dormant ATM card) or the standard ID Card with Banking Services. All students with open Bank checking accounts may choose to activate the ATM/PIN based POS functionality on the standard ID Card, for no additional fee.

Section 1.3 of the Agreement is deleted in its entirety and the following language is substituted in its place thereof for all purposes:

1.3 Account Features. Bank will offer a checking account product with student and workplace benefits; account features and fees are available upon request. Bank reserves the right to amend or enhance such features and fees from time-to-time, but will never charge additional fees for opening a student checking account, or allow the ID Card to be marketed, portrayed or converted into a credit card. Additionally, all Bank-branded ATM's on College campus it will be free of transaction charges to Bank account holders when accessing their account with a Bank ATM/Debit Card or linked ID Card throughout the Term of this Agreement and any renewal periods. Additional enhancements to Banking Services will be subject to further agreement of both parties.

Section 1.5 and the following language is added to the Agreement for all purposes:

1.5 Reporting. Within 60 days following the most recently completed Title IV award year, Bank will provide an annual reporting of the number of students with accounts for any portion of such year under this Agreement, and will include the mean and median of the actual costs incurred by student account holders.

3. **Amendment of Section 6 Royalty Payment**

Section 6 of the Agreement is deleted in its entirety and the following language is substituted in its place thereof for all purposes:

6. Card Operations Payment

6.1 Card Operations Payment. Bank will pay to College \$10,000 per year (a "Card Operations Payment"). The annual Card Operations Payments will be made prior to October 1st of each year during the Term of the 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 College be required to provide any student information records to Bank, for purposes of calculating the Operations Payments.

4. **Amendment of section 7 Term and Termination**

Section 7, of the Agreement is deleted in its entirety and the following language is substituted in place thereof for all purposes:

7. Term and Termination. This Agreement will be coterminous with the On-Site Branch Bank License Agreement executed between the two parties. This Agreement will begin on the Effective Date and will remain in effect for an initial term ending August 9, 2019, ("Term"). After completion of the initial Term, this Agreement may be renewed at the discretion of Bank for two additional successive terms of two years (each a "Renewal Term") Written notification of termination must be received 90 days prior to the end of any Term or Renewal 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 will 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 90 days from the date of such notice, the non-breaching party may thereafter terminate this Agreement upon an additional 10 days' written notice to the breaching party, subject to Section 7.2 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; (5) the noncompliance with regulation or law applicable to the noncomplying party.

7.3 Termination for Change in Law. Bank may terminate this Agreement at any time with 90 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.

7.4 Termination for Complaints or Fees.

7.4.1 Complaints. College will complete and share with Bank a biennial due diligence review of student complaints associated with Bank's accounts provided in connection with this Agreement. After joint review College may terminate this Agreement upon 90 days' notice to Bank if College determines that number of complaints were excessive.

7.4.2 Fees. College will complete and share with Bank a biennial due diligence review of the fees assessed student accounts in connection with this Agreement. After joint review College may terminate the Agreement upon 90 days' notice to Bank if College determines the fees assessed students under this Agreement are not consistent with or are above the prevailing market rates for the Banking Services.

7.5 Termination; Effect on Users. College and Bank agree that each User who has a checking account with Bank attached to an ID Card will be a customer of Bank and, upon any termination of this Agreement pursuant to this section, or upon Users leaving College, each User will remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Bank may solicit such Users 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, to sell them any banking products offered through College by any party. Upon any termination of this Agreement pursuant to this section, College will cooperate with Bank 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 will remain the property of College at all times.

7.6 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 ("Card Operations Payment") relating to outstanding amounts due, Section 9 ("Indemnification; Losses") regarding indemnification, and Section 12.8 ("Confidential Information") regarding the use and preservation of confidential information will survive the termination of this Agreement.

5. **Amendment of Section 11 Notices**

Section 11, of the Agreement is deleted in its entirety and the following language is substituted in place thereof for all purposes:

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 National Association Campus Banking Attn: Vince Roos, Vice President 6940 Mission Road/ SL-KS 9255 Prairie Village, KS 66208

Original Agreement Ratified and Affirmed

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

Milwaukee Area Technical College

Sign: Jeffrey Hollow
By: Jeffrey Hollow
Title: V.P. Finance
Date: 4-5-2019

U.S. Bank National Association

Sign: Amy Adams
By: Amy Adams
Title: SVP CBB Manager, Voice of On Site
Date: 4/10/19