

**COLORADO SEMINARY
ID CARD AND BANKING SERVICES AGREEMENT**

This ID Card and Banking Services Agreement ("Agreement") is entered into on 9/30/12, by and between Colorado Seminary, which owns and operates the University of Denver, Denver, Colorado ("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 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, PIN based point of sale debit 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 University, 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) or 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 as 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 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.

1.5 Legal Compliance. Bank is responsible for compliance with all applicable laws which directly apply to the provision of Banking Services, including but not limited to all applicable consumer protection laws.

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

2.1 ID Card Issuance and Maintenance. University will be responsible for ID Card issuance and maintenance. 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 Technical Specifications for Banking Services contained in EXHIBIT A ("Technical Specifications") of this Agreement.

2.2 Other Functionality It is understood that ID Card's primary functions are not banking. Bank understands that any banking functions which interfere with ID Card's primary functions must be promptly addressed by Bank upon a User's or the University's written notice to Bank. Bank is responsible for verifying that Banking Services functions associated with an ID Card are tested and function appropriately.

2.3 Card Stock University will provide ID Card stock for the issuance of ID Cards including PIN POS and ATM capabilities. Said ID Cards will have two stripes on the back of card, one for ATM services, the second for University's ID Card services.

3. Lost, Stolen, and Canceled Cards. University and Bank shall use reasonable efforts to advise Users who report a lost or stolen ID Card to the other party to also notify University or Bank directly, but is in no way responsible for a User's failure to notify the other party. 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. Notice to University should be made by User calling (303) 871-4545 or by such other notification procedure as may be set forth by University 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.

3.1. Card Termination. University retains the right to terminate and/or confiscate ID Cards issued to Users subject to University's policies and procedures regardless of ATM activation status or Banking Services Utilized by such User. The University is not responsible to the Bank or any User for any losses suffered in connection with the University's decision to terminate or confiscate any ID Card.

4. Marketing.

4.1 Solicitation. Bank may solicit new Bank accounts. Bank may prepare text acceptable to University for miscellaneous marketing materials 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, in its sole discretion.

4.2 Events. University will provide Bank with access to, and presence at, significant on-campus activities, events and promotional location which are opened by University to off campus vendors to advance the

opening of new Bank accounts at no additional cost to University or Bank. Participation in such events may include, but not be limited to, the following:

- Distribution of Letters and Account Applications
- Tables in high traffic areas
- Presentations to Students and/or Parents

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

Other than to perform its obligations under this Agreement, Bank will not use the University's name or logo without prior written authorization by the University, and the University shall retain all rights thereto as more specifically set forth in Section 8 below.

Each party agrees that it shall use the other party's name and/or logo solely in the form and manner as required by the owner party. Nothing in this Agreement shall be deemed to vest in a party, any right, title or interest in the other party's name or logo.

4.4 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.

5. Term and Termination. This Agreement will remain in effect for an initial term of three 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 then current Term or any renewal term. In absence of any such notice, this Agreement will continue to remain in effect.

5.1 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 5.2 below regarding immediate termination for cause.

5.2 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.

5.3 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 (5.1), (5.2) or (5.3) above, or in the event a User is no longer a student, staff of faculty of the University, each User shall remain a customer of Bank unless such User chooses to terminate his or her account with Bank. Notwithstanding a User remaining a customer of Bank, the University may de-link and/or confiscate a User's ID Card in the event such User is no longer a student, staff or faculty of the University. Subject to the terms of this Agreement, 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 (5.1) or (5.2) above, or in the event a User is no longer a student, staff or faculty of the University, the University shall cooperate with Bank in order to de-link the User accounts and the 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.

5.4 Survival. The rights and responsibilities of each party as embodied in Section 4 (“Marketing”) regarding the use of marks and other intellectual property, and Section 7 (“Indemnification; Losses”) regarding indemnification and Section 10.8 (“Confidential Information”) regarding the use and preservation of confidential information will survive the termination of this Agreement.

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

6.1 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.

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

6.3 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.

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

7.1 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 may, at its discretion, allow Bank to control the defense of such claims.

7.2 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. 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.

8. License. Both University and Bank may, at their sole cost and expense, advertise the existence and location of ID Card 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 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. 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 during the term hereof.

9. 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: University of Denver
Business and Financial Affairs
Craig Woody
[Vice Chancellor
2199 S. University Blvd.]Denver, CO 80208

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

10. Miscellaneous.

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

10.2 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.

10.3 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.

10.4 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.

10.5 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

10.6 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.

10.7 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.

10.8 Confidential Information. This Agreement does not contemplate sharing confidential customer (User) information by Bank or University. 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.