

EXHIBIT A

U.S. Bank Affinity Card Terms and Conditions

These U.S. Bank Affinity Card Terms and Conditions (“Terms and Conditions”) facilitate the provision of an affinity debit card bearing the University’s “Licensed Marks” which shall mean the current and future trademarks, service marks, stylized marks, photographs, and logos of the University as these collective marks are described and provided by the University on the attached Addendum A to this Exhibit. These Licensed Marks are owned by the University or it has a license to use the Licensed Marks including any and all applications and registrations related thereto. Any conflict between these Terms and Conditions and the terms and conditions contained Agreement pertaining to the Program (defined below) will be interpreted in accordance with the Terms and Conditions. The parties therefore agree as follows:

1. Bank Operational Responsibilities. U.S. Bank National Association (“Bank”) shall administer and be solely responsible for all operational aspects of the University of Wisconsin Eau Claire (“University”) and Bank’s affinity card program (the “Program”), including the plastic issuance associated with this Program. University shall have no liability or responsibility such issuance. The parties agree there will be no royalties paid by Bank for the use of the Licensed Marks described herein.
2. Program and Card Policies and Attributes. Bank shall have full responsibility for and shall control all policies, activities, and decisions with respect to the Program and the User’s associated Accounts, such as card issuance, cancellation, and issuance of personal identification numbers. The Program is subject to termination for convenience at the Bank’s sole discretion. For further clarity, Bank may choose without cause to terminate the Program anytime from the date of this Amendment, with the provision of 90 day’s written notice, prior to any such termination.
3. Card Issuance. Beginning on the Program launch date and thereafter until termination of the Agreement, unless Bank elects to terminate for convenience, Bank shall offer Program cards to Bank’s customers in accordance with the Terms and Conditions and the Bank’s policies.
4. Design and Manufacture of Cards. Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering the Program cards using a unique card design created and owned by Bank, except that Bank shall have no ownership rights in the Licensed Marks used thereon, and University shall have no ownership rights in the Bank’s marks or Visa Service marks used thereon. Program cards will be customized to University and shall bear Licensed Marks, Bank’s marks and the trademarks of the appropriate National Associations, as well as, additional verbiage required by the National Associations, such as a “Debit Card” or “Check Card” designation. University shall have the right to review and provide prior approval for the type and size of Licensed Marks to be used on the Program cards, as well as, on the final design of any Program card, excluding use, type, size and placement of National Association marks and subject further to applicable National Association regulations and requirements of law. Subject to Section 4.1 below, Bank shall bear the expense of manufacturing the Program cards issued to Bank’s customers.
- 4.1 Re-design. University shall bear all costs and expenses related to any re-design of Program cards requested by it, unless both Bank and University agree in writing that a re-design is necessary. If any Program card re-design contemplated herein involves the addition of Bank marks or trademarks of any of the National Associations, Bank shall bear the expense of any additional manufacturing or printing costs. Bank will issue re-designed Program cards to new cardholders and to existing cardholders upon any Program card reissuance or replacement occurring in the ordinary course; provided, that, Bank may exhaust its existing stock of plastic unless University pays for new plastic prior thereto.

5. Marketing and Solicitations. University shall not be required to provide any services, such as marketing or promotional services, in connection with the Program other than licensing its Licensed Marks to Bank and using or otherwise making available to Bank the marketing channels reasonably requested by Bank, including but not limited to, the campus community composed of the students (incoming & current), faculty & staff (current & retired), alumni, fans of the school (i.e. athletics), and the surrounding community which includes the residents that live in the geographical area where the school is located. University shall have the right to review and provide prior approval of marketing content of all solicitations, as well as, any materials including a use of the Licensed Marks or University name. Bank may create, host and maintain a separate web page advertising and promoting the Program card ("Program Affinity Page"). The Program Affinity Page will contain Bank's marks and the Licensed Marks. Bank shall ensure the information provided on the Program Affinity Page is accurate in all material respects.

6. License Grant. Subject to the Terms and Conditions, University hereby grants to Bank a non-exclusive, nontransferable license to use the Licensed Marks solely in connection with the Program in the United States. Bank may sublicense the foregoing rights only to sublicensees who will use the Licensed Marks on Bank's behalf with respect to the Program. Bank will have a written contractual relationship with any such party and be responsible to University for sublicensee's use University's Licensed Marks.

7. Reservation of Rights. Bank acknowledges that University has represented to it, and University warrants, that it is the sole owner of all right, title, and interest in and to the University's Licensed Marks. Bank acknowledges that it has not acquired, and shall not acquire, any right, title or interest in or to the University's Licensed Marks except the limited right to use such Licensed Marks as expressly set forth in these Terms and Conditions. All use of the University's Licensed Marks by Bank, and all goodwill associated with such use, shall inure to the benefit of the University. All rights of the University in and to the University's Licensed Marks not expressly granted under these Terms and Conditions are reserved by the University. Should any right, title, interest, or other ownership in the Licensed Marks become vested in Bank by operation of law, this Agreement, or otherwise, then Bank agrees to assign, and hereby assigns, all such right, title, interest and other ownership to University free of additional consideration. Bank shall provide and execute all documents necessary to effectuate and record such assignment to University.

8. Restrictions. All use of the Licensed Marks as permitted herein shall be subject to the following restrictions:

Bank shall not create, nor shall it permit third parties to create a unitary composite mark involving the Licensed Marks or use the Licensed Marks (a) as a portion or in combination with any other trademarks, service marks or logos; (b) as all or part of a corporate name, trade name or any other designation used by Bank to identify its products, services or business, or (c) for any other purpose other than as expressly permitted herein. Both during and after the term of this Agreement, neither Bank nor any parent, subsidiary, or affiliate of Bank shall use any name, trademark, service mark, trade name, trade dress or logo which is confusingly similar or identical to any of the Licensed Marks. Nothing herein shall prevent Bank from using or affixing other trademarks to the Program cards or marketing materials related to the Program as long as such usage is not inconsistent with the requirements of these Terms and Conditions.

Bank shall not, directly, indirectly or otherwise: (a) facilitate activities which jeopardize, dilute or otherwise adversely affect the Licensed Marks; or (b) attack, dispute or challenge (nor aid or encourage others to do so) University's right, title and interest in and to the Licensed Marks, or the validity of the Licensed Marks.

University shall have no right, title, or interest in and shall not use the company name, logos or trademarks of Bank, any Visa Service Marks, or PLUS SYSTEM Marks without specific prior written consent.

9. Symbols. In connection with the use of the Licensed Marks, Bank will for each page or product surface on which a Licensed Mark is used, mark the use of the Licensed Marks with the appropriate trademark

symbol in accordance with applicable law (e.g., “TM”, ®, or “SM”) or as instructed by University in writing from time to time.

10. Guidelines. Use of the Licensed Marks hereunder shall be in accordance with the provisions of this Amendment and University’s then-current guidelines, as may be provided to Bank and updated from time to time by University. Bank shall not reproduce or use the Licensed Marks in any manner whatsoever other than as expressly authorized by these Terms and Conditions.

11. Quality Control. Bank represents and warrants that all use of the Licensed Marks as permitted herein shall (a) be in accordance with applicable law; (b) conform to at least the standards of quality currently prevailing in Bank’s goods and services; (c) not be offensive, disparaging or misleading as to the origin or quality of the Program cards or the marketing materials related to the Program; and (d) be consistent with the general advertising practices in the industry. Bank shall not engage directly, indirectly or otherwise, in any practice or other activity that is or is likely to be detrimental to the goodwill associated with the Licensed Marks or the goodwill or reputation of the University or its services or products, or that constitutes a deceptive trade practice or unfair competition or that violates any applicable fair trade laws, privacy protections or advertising rules and regulations or that would disparage the Licensed Marks.

13. Exclusivity. University agrees that, during the term of the Agreement, University shall not be a party to any agreement not in effect as of the date of this Amendment with any issuer of debit cards for the purpose of issuing affinity debit cards, or the functional equivalent thereof, or opening any such related accounts, for which the associated debit cards bear the Licensed Marks or such accounts are associated with the Licensed Marks.