

**SECOND AMENDMENT TO UNIVERSITY OF SAN DIEGO
ID CARD AND BANKING SERVICES AGREEMENT**

This Second Amendment to the University of San Diego ID Card and Banking Services Agreement (this "Amendment"), is made as of July 29, 2025 ("Effective Date") by and between U.S. Bank National Association ("Bank") and the University of San Diego ("University"). This Amendment is incorporated into the Agreement by reference.

Pursuant to the ID Card and Banking Services Agreement dated as of July 1, 2019, and as amended on 11/27/23 (collectively the "Agreement"), Bank agreed to be the preferred provider of campus ID Card Banking Services to the University that may be accessed by and through an identification card. (all capitalized terms not defined herein will have the definition given to them in the Agreement)

University and Bank wish to amend the Agreement to update its provisions to more accurately reflect their current relationship and to offer an affinity debit card ("Affinity Card") to Users under their ID Card and Banking Services Agreement.

Therefore, the parties agree as follows:

1. To amend the Agreement to add the attached Exhibit B, U.S. Bank Affinity Card Terms and Conditions and Attachment 1 to the Agreement.
2. To amend the Agreement by deleting Section 5.2 Events in its entirety and substituting the following language for all purposes.

5.2 Events. University will provide Bank with preferred access to, and presence at, significant on-campus activities, events and promotional locations 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
- Financial wellness seminars

Participation in such events will include where applicable, but not be limited to; the following:

- Distribution of marketing materials prior to the event
- Tables in high traffic areas
- Presentations or communications to students and/or parents

In addition, Bank will be provided access at a minimum to the following, but the parties are not limited to the enumerated options provided below. Bank expects to be able to leverage all channels including mail, text, digital, email, social media, and University website for marketing and communication to Users.

- Marketing to Students:
 - Mail or email all students on an annual and semi-annual marketing campaign(s) by providing marketing materials to University for student list distribution (excluding any students who have opted out of receiving University sponsored solicitations)

- Marketing to Faculty and Staff:
 - New Employee Orientations
 - Annual and semi-annual marketing campaigns distributed by the University such as mailers, newsletters or other communications
 - Facilitating Banking Product promotion through email distribution or other channels
 - Marketing to University Alumni
 - Provide marketing materials at alumni events
 - Direct mailers piece from alumni association creating awareness of program
 - Opportunity to include Affinity Debit Card information in various alumni association communications
 - Bank to market Affinity Card to Bank and non-Bank customers in surrounding community
 - Usage of University Affinity Debit Card image in Bank sales materials that will be shared with prospects
3. To amend the Agreement by deleting Section 6. Card Operations Payments and Scholarship Payments, Sharing of Information in its entirety and substituting the following language for all purposes.

6. Card Operations and Payments, Sharing of Information.

6.1 Card Operations Payment. Bank will pay to University \$60,000 per year (a “Card Operations Payment”). The annual Card Operations Payments will be made prior to October 31st of each year during the Term of the Agreement beginning October 31, 2025, with a final payment due October 31, 2028.

6.2 Scholarship Payment. Bank will pay to University \$5,000 per year (a “Scholarship Payment”). The annual Scholarship Payments will be made prior to October 31st of each year during the Term of the Agreement beginning October 31, 2025, with a final payment due October 31, 2028.

6.3 Release of Information. Bank will not be required to provide any financial records or information relating to individual Bank customers to University, nor will University be required to provide any student information records to Bank for calculating the amount of any payment or for any other purpose whatsoever.

4. To amend the Agreement by deleting Section 7.5 Termination; Effect on Users in its entirety and substituting the following language for all purposes:

7.5 Termination; Effect on Users. University and Bank agree that each User who has an 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 University, 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. University reserves the right to solicit such Users after the termination of this Agreement, to sell them any banking products offered on the University campus by any party.

7.5.1 Termination of ID Card Program. Upon Termination of the campus ID Card program,

(a) if University transitions to a new ID card program provider, Bank agrees to transition the University’s IIN to such new provider and de-link all Bank ID Cards from Users’ accounts. University agrees to cover any costs associated

with the replacement of the existing User ID Cards with the new provider's logo and marks.

(b) if University does not transition to a new ID Card provider, University will allow Bank's Users to keep their existing ID Cards open and active until Users close the linked ID Card or Bank account associate with the ID Card.

Original Agreement Ratified and Affirmed

Except as set forth above, the Agreement is ratified and affirmed in all respects.

Agreed as of the date first above written:

U.S. Bank National Association

University of San Diego

By: Ammar Abuqat

By: Kathryn Roy

Its: Branch Market Leader

Its: Vice President for Finance + CFO

Date: 7-30-2025

Date: 7/29/2025.

EXHIBIT B

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 (an "Affinity 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 Attachment 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 the 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 San Diego ("University") and Bank's Affinity Card program (the "Program"), including the plastic issuance associated with this Program. University shall have no liability or responsibility for such issuance. The parties agree there will be no royalties paid by Bank for the use of the Licensed Marks described herein. Should University's Licensed Marks change during the Term of this Agreement, University shall provide Bank with an updated version of the University's Licensed Marks and the parties agree to amend Attachment 1 to this Exhibit B to reflect the University's updated Licensed Marks. University shall have the right, in their sole discretion, to rescind the approval of use of any or all Licensed Marks with the provision of 90 days' written notice to Bank. If the Licensed Marks are being used in a manner inconsistent with the Terms and Conditions of this Agreement the University may rescind their use effective immediately at any time.
- 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, including, but not limited to; card issuance, cancellation, and issuance of personal identification numbers. The Program is subject to termination for convenience at either Party's sole discretion. For further clarity, either Party may choose without cause to terminate the Program anytime from the date of this Amendment with the provision of 90 days' written notice, prior to any such termination.
- 3. Card Issuance.** Beginning on the Program launch date and thereafter until termination of the Agreement or these Terms and Conditions, unless the Agreement is terminated for convenience, Bank shall offer Program cards to Bank's customers in accordance with the Agreement and these Terms and Conditions and the Bank's policies. Upon any termination of the Program or Agreement, University will allow Bank to continue User and general customer accounts with an Affinity Card plastic on open Bank accounts. Such plastic will be replaced with plastic that does not bear University's Licensed Marks upon expiration of the plastic or replacement of plastic due to lost/stolen or upgrade reasons. Bank shall have no obligation to assign new account numbers to replacement debit cards.
- 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 choose which marks are to be featured and 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 branding elements and 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 and immediate replacement of existing Program cards requested by the University including any logo changes, unless both Bank and University agree in writing that a re-design is mutually 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. If the parties agree to issue a re-designed Program card and provided that Bank may first exhaust its existing stock of plastic, then distribute the re-designed cards only to new cardholders and to existing cardholders only upon replacement occurring in the ordinary course; then U.S. Bank will re-design the Affinity Card at no cost to University.

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), and alumni. In addition, Bank will promote the Affinity Card to our existing customers in the surrounding community and at our local branches. University shall have the right to review and provide prior approval of marketing content of all solicitations including any materials that use the Licensed Marks or University name. Bank currently hosts and maintains a separate web page at usbank.com/usd ("Program Affinity Page") advertising and promoting the Torero Card ("ID Card") and will add the Affinity Card to this existing page. The only University content that will be displayed on the Program Affinity Page is the University approved Torero Card and Affinity Card images. The Program Affinity Page will contain the 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 of 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 Agreement 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.

Attachment 1

**University of San Diego
Licensed Marks**