

**AMENDED AND RESTATED AFFINITY AGREEMENT
THE UNIVERSITY OF ARIZONA ALUMNI ASSOCIATION**

This Agreement is entered into as of this 1st day of January, 2015 (the "Effective Date") by and between Bank of America, N.A. (as successor to merger with FIA Card Services, N.A.), a national banking association having its principal place of business in Wilmington, Delaware ("Bank"), and The University of Arizona Alumni Association having its principal place of business in Tucson, Arizona ("UAAA"), for themselves and their respective successors and assigns.

WHEREAS, UAAA and Bank are parties to that certain Agreement last dated November 30, 1993, as the same has been amended ("Original Agreement"), wherein Bank provides certain financial services to certain persons included in certain lists provided to Bank by or on behalf of UAAA; and

WHEREAS, UAAA and Bank mutually desire to amend and restate the Original Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, UAAA and Bank agree as follows:

1. **DEFINITIONS**

When used in this Agreement, the following initially capitalized words and phrases will have the meanings ascribed to them as set forth below:

"Accountholder Information" means any information relating to a Customer or their account under the Program ("Accountholder"), the Bank, or the Program.

"Accountholder List" means a list of Accountholder Information that Bank may furnish to UAAA solely for the purposes of this Agreement. "Accountholder List" includes any whole or partial copies or compilations of an Accountholder List in any form or any medium, any information derived solely from an Accountholder List, and all Accountholder Information.

"Affiliate" means, with respect to any entity or organization, any other entity or organization directly or indirectly controlling, controlled by, or under common control with such entity or organization. The term "controlling," "controlled by" and "under common control with" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract or otherwise. This definition shall not include the University of Arizona or any of its affiliates.

"Agreement" means this affinity agreement and Schedules A, B and C.

"Applicable Law" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

“Contract Year” means the consecutive twelve (12) month period following the Effective Date and each consecutive twelve (12) month period following the anniversary of the Effective Date during the term of the Agreement.

“Credit Card Account” means an open-end consumer credit account opened pursuant to the Program that is accessed utilizing a card, plate and/or any other device or instrument.

“Credit Card Program” means those credit card programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Customer” means any Member who is a participant in the Program.

“Deposits” means consumer deposit products such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit account and certificate of deposit account individual retirement accounts.

“Deposit Account” means a consumer deposit account opened pursuant to the Program.

“Deposit Program” means those Deposits and related programs and services, and the promotion thereof, Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Eligible Royalties” means all Royalties that accrue and are payable under Schedule A of the Agreement, with the exception of those Royalties that accrue and are payable pursuant to Sections A.4, B.4 and C.4. and Section G of Schedule A.

“Financial Service Product” means any credit card program, charge card program, debit card program, financial brokerage products, deposit program, or the functional equivalent of any product or service in the foregoing programs. The definition of Financial Service Product shall not include the College Sure Certificate of Deposit Programs as such program exists as of the date of this Agreement, or any federal government guaranteed or sponsored loan program or such other program that consolidate or merge one or more student loans.

“GIP Account” means a Credit Card Account opened pursuant to a GIP in which UAAA complies with the GIP provisions of this Agreement.

“Group Incentive Program” or **“GIP”** means any credit card marketing or program whereby UAAA conducts and funds solicitation efforts for credit card products offered under the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

“Information” has the meaning ascribed to such word in Section 7.

“Marketing List” means an updated and current list (in a format designated by Bank) containing non-duplicate names, with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen years of age, segmented by zip codes or other mutually selected membership characteristics.

“Member” means (i) alumni of the University, (ii) members of UAAA, (iii) other potential participants mutually agreed to by UAAA and Bank.

“Premium Reward Account” means a Credit Card Account carrying a Premium Reward Enhancement.

“Premium Reward Enhancement” means a premium Reward Enhancement as provided through Bank and offered as part of the Program. A Premium Reward Enhancement may be marketed under a name (*e.g.*, BankAmericard Cash Rewards™), as determined by Bank from time to time, in its sole discretion.

“Premium Reward GIP Account” means a Premium Reward Account opened pursuant to a GIP in which UAAA complies with the GIP provisions of the Agreement.

“Program” means those programs and services, and the promotion thereof, of the Financial Service Products Bank agrees to offer pursuant to this Agreement to the Members from time to time.

“Program Trademarks” means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark developed jointly (including its Affiliates) during the term of this Agreement and used to promote or identify products or services offered by Bank through the Program. Program Trademarks may but need not necessarily consist of a UAAA Trademark or University Trademark, with or without other elements.

“Qualifying GIP Account” means a new GIP Account, Reward GIP Account, or Premium Reward GIP Account which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account’s, Reward GIP Account’s or Premium Reward GIP Account’s opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

“Reward Account” means a Credit Card Account carrying a Reward Enhancement.

“Reward Enhancement” means a reward enhancement as provided through Bank and offered as part of the Program. A Reward Enhancement may be marketed under a name (*e.g.*, World Points), as determined by Bank from time to time, in its sole discretion.

“Reward GIP Account” means a Reward Account opened pursuant to a GIP in which UAAA complies with the GIP provisions of the Agreement.

“Royalties” means the compensation set forth in Schedule A.

“UAAA Affiliate” means any Affiliate of UAAA.

“UAAA Trademarks” means any design, image, visual representation (including any font), logo, service mark, trade dress, trade name, or trademark used or acquired by UAAA or any UAAA Affiliate prior to or during the term of this Agreement.

"University" means University of Arizona and any office or department of, or affiliated or associated with, the University of Arizona, including but not limited to the athletic department and the office of student affairs of University of Arizona.

"University Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by the University during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF UAAA

- (a) UAAA agrees that during the term of this Agreement it will endorse the Program exclusively and that neither UAAA nor any UAAA Affiliate will, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than Bank) the providing of, any Financial Service Products of any entity other than Bank; (ii) license, allow others to license (except for University), or use or allow to exist the use by others (except for University) of the UAAA Trademarks or University Trademarks in relation to or for promoting any Financial Service Products of any entity other than Bank; and (iii) sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than Bank. In addition, if UAAA or any UAAA Affiliate sells any product or service, in connection with such sales, UAAA shall not, and shall cause UAAA Affiliates not to, favor any payment product or method of payment over any payment product or method of payment offered under the Program. Notwithstanding anything else in this Agreement to the contrary, UAAA may accept print advertising from any financial institution provided that the advertisement does not contain an express or implied endorsement by UAAA of said financial institution or advertising for a Financial Service Product. Notwithstanding anything to the contrary in this Agreement, Bank and UAAA agree that, as of one hundred eighty days (180) days prior to the end of the term (see *infra* Section 8(a)), UAAA may solicit proposals for programs offering and/or discuss with any organization other than Bank the providing of any Financial Service Products of any entity other than Bank; provided, however, UAAA shall not, directly or indirectly, prior to the term end date: (i) endorse, advertise, offer or market any Financial Service Products of any entity other than Bank, or (ii) license or allow others to use or license the UAAA Trademarks for use in relation to or for promoting or supporting any Financial Service Products of any entity other than Bank.
- (b) UAAA agrees to provide Bank with such information and assistance as may be reasonably requested by Bank in connection with the Program.
- (c) UAAA authorizes Bank to solicit Members by mail, internet, email, advertisements, banking centers, or any other mutually agreed upon means for participation in the Program. Notwithstanding the foregoing, nothing contained herein shall prohibit or prevent Bank from fulfilling a University student's request for a Financial Service Product under the Program.
- (d) UAAA will have the right of prior approval of all Program advertising and solicitation materials to be used by Bank that contain a UAAA Trademark or University Trademark; such approval will not be unreasonably withheld or delayed. In the event that Bank incurs a cost because of a change in the UAAA Trademarks or University Trademarks (*e.g.*, the cost of reissuing new credit cards), Bank may deduct such costs from any Royalties due UAAA. In the event such

costs exceed Royalties then due UAAA, if requested by Bank, UAAA will promptly reimburse Bank for all such costs.

- (e) At least once annually and within thirty (30) days following the request of Bank, UAAA will provide Bank with the Marketing List free of any charge; provided, however, that UAAA will not include in any Marketing List the name and/or related information regarding any Member who has expressly requested that UAAA not provide his/her personal information to third parties. In the event that Bank incurs a cost because of a charge assessed by UAAA or its agents for an initial Marketing List or an update to the Marketing List, Bank may deduct such costs from Royalties due UAAA. UAAA will provide the first Marketing List, containing the required information for at least twenty-three thousand (23,000) non-duplicate Member names, as soon as possible but no later than thirty (30) days after UAAA's execution of this Agreement.
- (f) UAAA will, and will cause any UAAA Affiliates to, only provide information to or otherwise communicate with Members or potential Members about the Program with Bank's prior written approval, except for current advertising and solicitation materials provided by Bank to UAAA. Notwithstanding the above, UAAA may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the then-current materials provided by Bank to UAAA. Any correspondence received by UAAA that is intended for Bank (e.g., applications, payments, billing inquiries, etc.) will be forwarded to the Bank account executive via overnight courier within twenty-four (24) hours of receipt. All reasonable overnight courier expenses incurred by UAAA will be paid by Bank.
- (g) UAAA hereby grants Bank and its Affiliates a limited, exclusive license to use the UAAA Trademarks and/or University Trademarks as referenced in Schedule C with the Program. This license transfers to the assignee of this Agreement. This license will remain in effect for the duration of this Agreement and will apply to the UAAA Trademarks and University Trademarks, notwithstanding the transfer of such UAAA Trademarks or University Trademarks by operation of law or otherwise to any permitted successor, corporation, organization, or individual. UAAA will provide Bank all UAAA Trademark and University Trademark production materials (e.g., camera ready art) required by Bank for the Program as soon as possible but no later than thirty (30) days after UAAA's execution of this Agreement. Nothing stated in this Agreement prohibits UAAA from granting to other persons a license to use the UAAA Trademarks or University Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.
- (h) All Program Trademarks, with the exception of Program Trademarks that consist of or contain a UAAA Trademark or University Trademark, with or without other elements, shall belong exclusively to Bank and Bank may use such Program Trademarks in any manner not prohibited by this Section 2(h). UAAA may not use any Program Trademark, except to promote the Program or any goods or services offered by Bank through the Program. UAAA shall not register or attempt to register any Program Trademark. Bank shall not register or attempt to register any UAAA Trademark or University Trademark. Bank may use Program Trademarks that contain UAAA Trademarks or University Trademarks to promote or identify the Program and any products or services offered by Bank through the Program at no cost to Bank, but only during the term of this Agreement.

3. RIGHTS AND RESPONSIBILITIES OF BANK

- (a) Bank will design, develop, maintain, and administer the Program for the Members.
- (b) Bank will design all advertising, solicitation, and promotional materials used in the Program except for materials used in any UAAA Marketing Effort. Bank reserves the right of prior written approval of all materials concerning or related to the Program that may be developed by or on behalf of UAAA.
- (c) Bank will bear all costs of producing and mailing materials for the Program except for materials used in any UAAA Marketing Effort.
- (d) Bank will make all credit decisions and will bear all credit risks with respect to each Customer's account(s) independently of UAAA.
- (e) Bank will use the Marketing Lists provided pursuant to this Agreement in a manner consistent with this Agreement and will not permit those entities handling the Marketing Lists to use them for any other purpose. Bank will have the sole right to designate Members on these Marketing Lists to whom promotional material will be sent. These Marketing Lists are and will remain the sole property of UAAA. However, Bank may maintain separately and will own all information that it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's files and will not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by UAAA.
- (f) Notwithstanding anything contained in the Agreement to the contrary, UAAA acknowledges and agrees that Bank may market any financial service products or services that Bank or any Bank Affiliate offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of Deposits and that such Bank Products are not subject to this Agreement. However, Bank agrees that it shall not, when using UAAA's Marketing Lists for Deposits, market Bank Products (excluding "Deposits Offers", as defined below), in direct mail copy, in an e-mail or an outbound telemarketing solicitation, unless UAAA consents to Bank's use of the Marketing Lists for such purposes. "Deposits Offers" means any and all Deposits benefits and features and any and all other products and services that relate to or have a connection with Deposits (e.g, Online Banking and \$0 Trade). Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

4. REPRESENTATIONS AND WARRANTIES

- (a) UAAA and Bank each represents and warrants to the other party that as of the Effective Date and throughout the term of this Agreement:
 - (i) It is duly organized, validly existing and in good standing;
 - (ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement;

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity;

(iv) No consent, approval, or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect;

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

- (b) UAAA represents and warrants to Bank as of the date hereof and throughout the term of this Agreement and any period thereafter that Bank has the right to use the UAAA Trademarks or University Trademarks to wind down the Program that it has the right and power to (i) license UAAA Trademarks and (ii) sublicense the University Trademarks to Bank for use as contemplated by this Agreement, and to provide the Marketing List(s) to Bank for the promotion of the Program. UAAA will indemnify, defend and hold harmless Bank, and its directors, officers, agents, employees, Affiliates, successors and assigns, from and against all liability, causes of action, and claims, and will reimburse Bank's costs, fees and expenses in connection therewith (including reasonable attorneys' fees and court expenses), arising from the license or sublicense, as the case may be, of UAAA Trademarks or University Trademarks granted herein or from Bank's use of the UAAA Trademarks or University Trademarks in reliance thereon, or from the use of any Marketing List(s) by Bank for the Program. Each party will promptly notify the other party upon learning of any claims or complaints relating to the license or the use of any UAAA Trademarks, University Trademarks or Marketing Lists.

5. ROYALTIES

- (a) During the term of this Agreement, Bank will pay Royalties to UAAA. Royalties will not be paid until a Schedule B (W-9 Form and ACH Form) or other IRS required form (e.g., W-8) is fully completed and returned to Bank. Except as otherwise provided in Schedule A, payment of Royalties then due will be made approximately forty-five (45) days after the end of each calendar quarter.
- (b) If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Effective Date, has more than a de minimis adverse impact on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined by Bank in its sole discretion ("Impact"), then Bank may notify UAAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within thirty (30) business days after UAAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to UAAA, upon ninety (90) days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Section 5(b), such terminated program remains subject to the provisions described in the sections referenced in Section 12(b) of the Agreement

and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

6. PROGRAM ADJUSTMENTS

Bank has the right to make periodic adjustments to the Program, including, without limitation, changes to its terms and features. In addition, Customers may, as a benefit under the Program, be offered opportunities to select ancillary products and services.

7. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement (“**Information**”) are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and UAAA will be permitted to disclose such Information (i) to their accountants, lawyers, financial advisors, marketing advisors, affiliates and employees (its “**Agents**”) as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner or (ii) as required by law or requested by any governmental regulatory authority. Notwithstanding the foregoing, the party disclosing Information to its Agents shall be liable for any breach of this Section 7 by their Agents.

8. TERM OF AGREEMENT

- (a) The initial term of this Agreement will begin on the Effective Date and end on December 31, 2024. This Agreement will automatically extend at the end of the initial term or any renewal term for successive one-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) and not more than one hundred eighty (180) days, prior to the end of the then current term or renewal term, as applicable.
- (b) Notwithstanding Section 8(a) above, the right to not renew the Agreement pursuant to this Section 8 of the Agreement may also be used by Bank to terminate the Deposit Program only or Credit Card Program only as of the end of any current term of the Agreement, with the exception that such non-renewal notice, to be valid and effective, must be received by UAAA on or before one hundred twenty (120) days prior to the end of the then current term. For the avoidance of doubt, in the event the Deposit Program or Credit Card Program terminates earlier than the Agreement as provided for immediately above, such terminated program remains subject to the provisions described in the sections referenced in Section 12(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

9. STATE LAW GOVERNING AGREEMENT

This Agreement will be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and will be deemed for all purposes to be made and fully performed in Delaware.

10. TERMINATION

- (a) In the event of any material breach of this Agreement by Bank or UAAA, the other party may terminate this Agreement by giving notice to the breaching party. This notice will (i) include a description of the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement will terminate sixty (60) days after the Cure Period.
- (b) If either Bank or UAAA becomes insolvent in that its liabilities exceed its assets or it is unable to meet or it has ceased paying its obligations as they generally become due, or it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.
- (c) Upon the expiration or earlier termination of this Agreement, Bank will, except as set forth in Section 10(d) of this Agreement, cease to use the UAAA Trademarks or University Trademarks for Program marketing purposes, provided that Bank may conclude all solicitations required by law. Upon the expiration or earlier termination of this Agreement, Bank will not claim any right, title, or interest in or to the UAAA Trademarks, University Trademarks or to the Marketing Lists.
- (d) Bank will have the right to prior review and approval of any notice in connection with, relating or referring to the expiration or earlier termination of this Agreement to be communicated by UAAA or any UAAA Affiliate to the Members. Such approval will not be unreasonably withheld. Upon expiration or earlier termination of this Agreement, Bank will have up to ninety (90) calendar days from the termination or expiration date to: (i) suspend marketing and remove marketing materials from Bank's marketing channels; (ii) use UAAA Trademarks or University Trademarks in connection with existing Deposit Accounts and Credit Card Accounts and those opened during such ninety (90) day period; and (iii) remove UAAA Trademarks or University Trademarks from Program collateral and account materials, such as statements, welcome packages, and card carriers. UAAA shall not attempt to cause the removal of UAAA Trademarks or University Trademarks from any person's credit devices, debit devices, checks or records of any Customer existing as of ninety (90) days following the termination or expiration date of this Agreement, and Bank shall have the right to use UAAA Trademarks or University Trademarks on such credit devices, debit devices, checks and records until their normally scheduled reissue date or exhaustion.
- (e) In the event that Applicable Law has or will have a material adverse effect on Bank's businesses (including the businesses of any Bank Affiliate providing a product or service under this Agreement), as determined in Bank's sole discretion ("Event"), Bank may notify UAAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within thirty (30) business days after UAAA's receipt of Bank's notice, the parties have not, for

whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate either the Deposits Program or the Credit Card Program, or the Agreement in its entirety, without penalty or liability to UAAA, upon ninety (90) days advance written notice. For the avoidance of doubt, in the event either the Deposit Program or Credit Card Program is terminated earlier than the Agreement as provided for in this Section 10(e), such terminated program remains subject to the provisions described in the sections referenced in Section 12(b) of the Agreement and any other section in the Agreement that by its terms are meant to survive the termination of this Agreement and the rights and obligations in any other provision of this Agreement with respect to the products offered under such program shall be null and void, in each case as if the termination of such program was a termination or expiration of the Agreement for just that program.

- (f) For a one (1) year period immediately following the expiration or earlier termination of this Agreement for any reason, UAAA agrees that neither UAAA nor any UAAA Affiliate will, by itself or in conjunction with others, directly or indirectly, target any offer of a Financial Service Product or a related product to persons who were Customers. Notwithstanding the foregoing, UAAA may, after the expiration or earlier termination of this Agreement, offer persons who were Customers the opportunity to participate in another financial service program endorsed by UAAA, provided the opportunity is not only made available to such persons but rather as a part of a general solicitation to all Members and provided further that persons are not directly or indirectly identified as a customer of Bank, or offered any terms or incentives that differ from those offered to all Members.

11. GROUP MARKETING

- (a) UAAA will design and produce, at its expense, all marketing material with regard to any Program marketing efforts being conducted, directly or indirectly, by UAAA, including, but not limited to, any GIP ("UAAA Marketing Effort"). UAAA will give Bank sixty (60) days prior notice prior to engaging in any UAAA Marketing Effort.
- (b) All GIP marketing materials will be coded by UAAA as instructed by Bank for tracking purposes. Credit Card Accounts generated from any GIP will entitle UAAA to the Royalty for GIP specified in Schedule A, subject to the other terms and conditions of this Agreement. Notwithstanding the above, marketing materials or telemarketing inquiries from Members which do not contain or reference such coding will not be eligible for any GIP Royalty.
- (c) Bank will have the right of prior approval of all marketing materials to be used in any UAAA Marketing Effort. Bank has control over, in its sole discretion, the scope, timing, content and continuation of any UAAA Marketing Effort. In furtherance of the above, UAAA shall immediately discontinue any or all UAAA Marketing Efforts upon receipt of, and in accordance with the, written notice from Bank requesting such discontinuance. UAAA will not deviate from the approved materials and plan for any UAAA Marketing Effort without the prior written approval of Bank.
- (d) All costs incurred by Bank in producing and mailing materials created pursuant to any UAAA Marketing Effort or of supporting any UAAA Marketing Effort will be promptly reimbursed by UAAA upon demand.

- (e) UAAA will comply with all applicable laws, including, without limitation, the Truth in Lending Act, the Truth and Savings Act and the Equal Credit Opportunity Act, with respect to any UAAA Marketing Effort.
- (f) UAAA will advertise all the products offered under the Program on UAAA's web page and such other prominent locations within the internet site(s) of UAAA as the parties shall mutually agree upon, all at UAAA's expense. Bank may establish a hyperlink from each such advertisement to another internet site (an application site), or may provide a telephone number in each such advertisement, to enable a person to apply for each advertised Financial Service Product. Any Credit Card Accounts generated pursuant to such a hyperlink or telephone number will entitle UAAA to the GIP compensation set forth in Schedule A, subject to the other terms and conditions of this Agreement. UAAA will modify or remove such advertisements within twenty-four (24) hours of Bank's request. To enable Bank to view all Program material, UAAA will provide Bank with the ability to access any and all pages within the UAAA internet site(s), including without limitation any "members only" or other restricted access pages that display Program material.
- (g) During the term of this Agreement, UAAA agrees to conduct on its own, at its expense and on an ongoing basis the following UAAA Marketing Efforts for Deposits offered under the Program:
 - (i) online marketing efforts, which would include hyperlinks to a Bank Deposits application and/or Bank inbound application telephone number(s), which shall include, but not be limited to, standalone e-mails, e-newsletters, and digital magazines; and
 - (ii) offline marketing efforts, which would include either Deposit applications and/or Bank inbound application telephone number(s), which shall include, but not be limited to, publication ads.
- (h) Without limiting the generality of Sections 11(f) and 11(g), above, UAAA agrees to perform the following UAAA Marketing Efforts. During the term of this Agreement, UAAA shall promote the Program:
 - (i) Year round placement throughout Arizonaalumni.com website;
 - (ii) Year round placement on the web page;
 - (iii) Quarterly E-newsletter inclusions;
 - (iv) Inclusion in Alumni publication two times annually;
 - (v) Banking center promotions;
 - (vi) Homecoming presence in the alumni tent (tabling & signage);
 - (vii) UAAA lobby placement – signage and application flyers; and
 - (viii) Attendance at SAA First Meetings – Local Financial Service Advisor presence for financial education and promote Khan Academy.

The parties may agree from time to time during the term of this Agreement to add, delete, modify or substitute items to be offered as UAAA Marketing Efforts pursuant to this Section 11(h). Upon the parties' mutual agreement to add, delete, modify or substitute a UAAA Marketing Effort, this Section 11(h) shall be deemed so amended without any further action.

12. MISCELLANEOUS

- (a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

- (b) The obligations in Sections 2(h), 4(b), 7, 10(c), 10(d), 10(f), 11(e), and 13 will survive the expiration or any earlier termination of this Agreement.
- (c) The failure of any party to exercise any rights under this Agreement will not be deemed a waiver of such right or any other rights.
- (d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.
- (e) If any part of this Agreement is, for any reason, found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability will not affect the remainder of this Agreement which will survive and be construed as if such invalid or unenforceable part had not been contained herein and the parties hereto shall immediately commence negotiations in good faith to reform this Agreement to make alternative provisions herein that reflect the intentions and purposes of the severed provisions in a manner that does not run afoul of the basis for such unenforceability or invalidity.
- (f) All notices relating to this Agreement will be in writing and will be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices will be addressed as follows:

(1) If to UAAA:

The University of Arizona Alumni Association
1111 North Cherry
Tucson, Arizona 85721

ATTENTION: Mrs. Melinda Burke,
Title: President

Fax #: (520) 621-9038

(2) If to Bank:

Bank of America, N.A.
MS DE5-003-01-07
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (206) 585-9732

- (3) Any party may change the address and fax number to which communications are to be sent by giving notice, as provided herein, of such change of address.

- (g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. This Agreement does not and is not intended to alter or amend any aspect or provision of any other agreement between the parties that survives termination of that agreement. Without the prior written consent of Bank, which will not be unreasonably withheld, UAAA may not assign any of its rights or obligations under or arising from this Agreement. Bank may assign any of its rights or obligations under this Agreement to any other person without the prior consent of UAAA. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement.
- (h) Bank and UAAA are not agents, representatives or employees of each other and neither party will have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.
- (i) Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person other than UAAA and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.
- (j) Neither party shall make any statement, whether written, oral or otherwise, to any person or entity which criticizes, disparages, condemns or impugns the reputation or character of the other or any of its Affiliates, whether or not the statement is true and whether or not it is characterized as confidential.
- (k) Neither party shall be held responsible for any delay or failure in performance to the extent such delay or failure is caused by fire, flood, explosion, terrorism, war, strike, embargo, government laws, rules, regulations or requirements, civil or military authority, act of God, act or omission of carriers or other similar causes beyond its control, that was not reasonably foreseeable or avoidable, and without the fault or negligence and/or lack of diligence of the delayed party ("force majeure condition"). The non-delayed party shall have the right to terminate this Agreement if such force majeure condition endures for more than one hundred twenty (120) days by providing the delayed party with least thirty (30) days prior written notice of such termination, which notice must be received by the delayed party within ten (10) days after the expiration of the one hundred twenty (120) day period.
- (l) This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The parties hereto agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.
- (m) This Agreement is the product of negotiations between the parties hereto and their respective counsel. No provision or section of this Agreement shall be read, construed or interpreted for or against either party by reason of ambiguity of language, rule of construction against the draftsman, or any similar doctrine.

13. ACCOUNTHOLDER LIST

- (a) Furnishing the Accountholder List. Unless a notice of termination has been given by either party, Bank will, as agreed to by the parties from time to time, furnish an Accountholder List (e.g., name and address of Accountholders) to UAAA. For the avoidance of doubt, in no event shall Bank be required under this Agreement to provide UAAA with any information other than certain information concerning Credit Card Accounts or Customers with a Credit Card Account in accordance with the terms of this Section 13. Notwithstanding any provision of the Agreement, Bank will not furnish any Accountholder List or Accountholder Information otherwise required to be provided by it to UAAA, and may restrict any use by UAAA of any Accountholder List or Accountholder Information that is furnished by Bank to UAAA, if Bank is prohibited from disclosing the same or permitting such use because of any law, regulation, bank-wide privacy policy, public privacy pledge, court order, rule, consent decree, or individual present or former Accountholder request, or if furnishing the Accountholder List or Accountholder Information or its intended use would create an additional regulatory compliance burden on Bank.
- (b) Permitted Use of Accountholder List. UAAA shall not use the Accountholder List for any purpose not expressly permitted by Bank in this Agreement or in a separate writing. UAAA will comply with all applicable laws, rules, regulations and court orders or rulings applicable to UAAA in its use of the Accountholder List and Accountholder Information. UAAA agrees to secure the Accountholder List in accordance with the requirements of this Section and Bank's instructions, as communicated by Bank to UAAA from time to time. UAAA will only permit access to the Accountholder List to those employees, volunteers, agents, and/or representatives of UAAA who need such access to perform their duties relating to this Agreement. UAAA shall instruct all those employees, volunteers, agents, and/or representatives who work with any Accountholder List of UAAA's duties and limitations under this Agreement.
- (c) No Transfer of Accountholder List. All Accountholder Lists are confidential and remain the sole property of Bank even when in UAAA's possession. UAAA will keep all Accountholder Lists confidential and will not make any copies of any kind or transfer, provide, trade, give away, barter, lend, send, sell, or otherwise disclose (collectively "transfer") any Accountholder List to any other entity or individual for any reason, except as required by this Agreement or unless agreed to in writing by Bank prior to any such transfer. If UAAA receives a request or demand to disclose an Accountholder List pursuant to a subpoena, order of court of competent jurisdiction or by judicial or administrative agency or legislative body or committee, UAAA shall: (i) immediately notify Bank of the existence, terms, and circumstances surrounding such request; (ii) consult with Bank on the advisability of taking legally available steps to resist or narrow such request; and (iii) if disclosure of such Accountholder List is required or deemed advisable, exercise its best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the Accountholder List to be disclosed that Bank designates.
- (d) Detection of Unauthorized Use of Accountholder List. Any Accountholder List furnished to UAAA may contain dummy information (e.g., names, account information, addresses, *etc.*, unknown to UAAA.) for the purpose of detecting unauthorized use of an Accountholder List. A violation of this Section is conclusively proven and the relief specified below will be deemed owed when Bank establishes the following conditions: (i) that Bank placed dummy information on the list (e.g., name(s), account information, address(es), *etc.*); (ii) that the dummy information

received any mailings which were sent or generated outside the scope of the permitted use of the Accountholder List; and (iii) that identical dummy information was not furnished by Bank or its affiliates to any third party.

- (e) Relief for Unauthorized Use of Accountholder List. Because the nature of the Accountholder List makes an evaluation of damages after a violation of this Section impossible, then if UAAA or any of its Members, employees, volunteers, agents, and/or representatives uses an Accountholder List in a manner that violates this Section, Bank will be entitled to damages of twenty dollars (\$20.00) for each use of each category of information (*e.g.*, names, addresses, *etc.*) used in violation of this Section, with the amount of damages not to exceed one hundred fifty thousand dollars (\$150,000) per breach. In addition, Bank will be entitled to injunctive relief to prevent violation or further violation by UAAA and/or its Members, employees, volunteers, agents, or representatives of this Section. Nothing in this Section will be construed as prohibiting Bank from pursuing any other remedy on account of such breach or threatened breach.
- (f) Return or Destruction of Accountholder List. UAAA will return to Bank each Accountholder List, in the same form as received by UAAA within thirty (30) days of receipt of such Accountholder List. On or before the effective date of termination of the Agreement, UAAA agrees that it will: (i) immediately destroy and purge from all its systems all Accountholder Lists and Accountholder Information; and (ii) return or destroy within thirty (30) days all Accountholder Lists and Accountholder Information that is in tangible form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. UAAA shall perform all destruction of Accountholder Lists and Accountholder Information in accordance with Bank's then current destruction policy.
- (g) Notification and Treatment of Security Breach. UAAA will (i) notify Bank in writing within twenty-four hours; and (ii) promptly call the Bank of America Incident Response Team at (800) 207-2377, Option 1 and identify themselves as a supplier when reporting the incident; in the event of a breach of security or the detection of any suspicious activity relating to an information security breach or attempted breach that could include an Accountholder List or Accountholder Information, whether in UAAA's possession or in the possession of an affiliate, employee, volunteer, agent, and/or representative. UAAA will cooperate fully with Bank to investigate, resolve and control security incidents. UAAA will reimburse Bank for its cost of producing and mailing any notice required by law or regulation that informs the Customer of a security breach and will pay for any credit monitoring service or other remedy that is provided to affected Customers. UAAA will monitor industry-standard information channels for newly identified system vulnerabilities and fix or patch any identified security problem in an adequate and timely manner. Unless otherwise expressly agreed in writing, "timely" will mean that UAAA will introduce such fix or patch as soon as commercially reasonable after UAAA becomes aware of the security problem. This obligation extends to all devices that comprise UAAA's system, *e.g.*, application software, databases, servers, firewalls, routers and switches, hubs, *etc.*, and to all of UAAA's other Information handling practices.
- (h) Security of Accountholder Information. UAAA has and will maintain throughout the term of this Agreement and for such time period after the termination of this Agreement as UAAA possesses, controls or has access to Accountholder Information, an information security program that is designed to (i) ensure the security, integrity and confidentiality of the Accountholder Information; (ii) protect against any anticipated threats or hazards to the security or integrity of

Accountholder Information; (iii) protect against unauthorized access to or use of Accountholder Information that could result in substantial harm or inconvenience to a Customer; and (iv) ensure the proper return of Accountholder Information to Bank and/or the proper disposal of Accountholder Information. UAAA represents and warrants that it is PCI-DSS compliant and will remain PCI-DSS compliant for as long as UAAA retains an Accountholder List or Accountholder Information.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

The University of Arizona Alumni Association

By: Melinda Burke

Name: Melinda Burke

Title: President

Date: 2/12/2015

Bank of America, N.A.

By: Jacq L

Name: Jake Frego

Title: Senior Vice President

Date: 2/23/15

SCHEDULE A

ROYALTY ARRANGEMENT

During the term of this Agreement, Bank will pay UAAA a Royalty calculated as follows for those accounts with active charging privileges. For clarity, the parties agree that as of the Effective Date, Bank will not pay Royalties for any student Credit Card Accounts. Bank may create a special class of consumer accounts for UAAA employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by Bank for any prior overpayment of Royalties by Bank:

A. CREDIT CARD ACCOUNTS

1. \$3.00 (three dollars) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.
2. \$3.00 (three dollars) for each Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.
3. 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).
4. \$100.00 (one hundred dollars) for each GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD ACCOUNTS

Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Reward Accounts.

1. \$3.00 (three dollars) for each new Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

This Royalty will not be paid for any account which, after opening, converts to a Reward Account, or for any Reward GIP Account.

2. \$3.00 (three dollars) for each Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.20% (twenty basis points) of all retail purchase transaction dollar volume generated by Customers using a Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).
4. \$100.00 (one hundred dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. PREMIUM REWARD ACCOUNTS

Premium Reward Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts will not apply to Premium Reward Accounts.

1. \$3.00 (three dollars) for each new Premium Reward Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Premium Reward Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to a Premium Reward Account, or for any Premium Reward GIP Account.
2. \$3.00 (three dollars) for each Premium Reward Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Premium Reward Account which: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Premium Reward Account; and 2) has had active charging privileges for each of the preceding twelve (12) months. A Premium Reward Account may renew every twelve (12) months after the opening of the account.
3. 0.05% (five basis points) of all retail purchase transaction dollar volume generated by Customers using a Premium Reward Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (e.g., the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

4. \$100.00 (one hundred dollars) for each Premium Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Premium Reward GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Premium Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

D. DEPOSIT ACCOUNTS

Deposits Royalty compensation provisions will only apply to Deposit Accounts as set forth below and shall not apply to any other Deposit Account. Further, Deposit Royalties will not be paid to UAAA on any existing deposit account that is converted to the Program.

1. \$10.00 (ten dollars) for each new checking account opened under the Program which has a positive balance of at least \$50.00 (fifty dollars) as of the ninetieth (90th) day from the account opening date.
2. An additional \$2.00 (two dollars) for every checking account opened under the Program that has a positive balance of at least \$50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made approximately forty-five (45) days after the end of each calendar quarter.

E. ROYALTY ADVANCES

1. Within forty-five (45) days of full execution of this Agreement, and within forty-five (45) days of each annual anniversary of the Effective Date for the years 2016 through and including 2024, Bank shall pay to UAAA the sums as set forth in the chart below opposite each date below (each, an "Advance"), as an advance against future Eligible Royalties, subject to the provisions set forth below.

Date (within 45 days of)	Advance Amount
Full execution	\$500,000.00
January 1, 2016	\$400,000.00
January 1, 2017	\$400,000.00
January 1, 2018	\$300,000.00
January 1, 2019	\$300,000.00
January 1, 2020	\$300,000.00
January 1, 2021	\$300,000.00
January 1, 2022	\$300,000.00
January 1, 2023	\$300,000.00
January 1, 2024	\$300,000.00

All Eligible Royalties accrued, in lieu of direct payment to UAAA, shall be applied against each of the Advances until such time as all Advances are fully recouped. Any Eligible Royalties accrued thereafter shall be paid to UAAA as set forth in this Agreement. Notwithstanding the foregoing, (x) Bank shall no longer be obligated to pay any additional Advances to UAAA hereunder, and (y) UAAA hereby promises to pay Bank upon demand an amount equal to the difference between the total amount of the

Advance(s) paid by Bank and the total amount of accrued Eligible Royalties credited by Bank against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

- (i) the Agreement is terminated prior to December 31, 2024;
 - (ii) UAAA breaches any of its obligations under this Agreement;
 - (iii) Bank is prohibited or otherwise prevented from conducting six (6) direct mail campaigns to the full updated Marketing List during each Contract Year, or such other number of campaigns as mutually agreed upon by the parties;
 - (iv) Bank is prohibited or otherwise prevented from conducting two (2) dedicated e-mail campaigns to the full updated Marketing List during each Contract Year, or such other number of campaigns as mutually agreed upon by the parties; and
 - (v) Bank shall not be prohibited from conducting promotion campaigns at mutually agreed upon major UAAA events during each Contract Year.
2. If during any given year(s) during the initial term of this Agreement Bank recoups all prior Advances paid by it to UAAA in prior years, and pays UAAA Eligible Royalties accrued by UAAA over and above the Eligible Royalties used by Bank to recoup such prior Advances (the "Paid Out Royalties"), then Bank may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

F. ROYALTY GUARANTEE

UAAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than three million four hundred thousand dollars (\$3,400,000) (the "Guarantee Amount") by December 31, 2024, subject to the provisions set forth in Subsection E.1 (i) through (v) above. If on December 31, 2024, UAAA has not accrued \$3,400,000 in Eligible Royalties, Bank will pay UAAA an amount equal to the Guarantee Amount minus the sum of all Eligible Royalties accrued by UAAA from the Effective Date through December 31, 2024 and all unrecouped Advances. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of Bank hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection E.1 (i) through (v), above.

G. QUALIFYING GIP ACCOUNT BONUS

1. For each Contract Year during the term of this Agreement, UAAA will receive an account bonus ("Qualifying GIP Account Bonus") equal to five thousand dollars (\$5,000) if at least fifty (50), but less than seventy-five (75) GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts opened in aggregate in a Contract Year become Qualifying GIP Accounts; or

Equal to seven thousand five dollars (\$7,500) if at least seventy-five (75), but less than one hundred (100) GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts opened in aggregate in a Contract Year become Qualifying GIP Accounts; or

Equal to ten thousand dollars (\$10,000) for one hundred (100) or more GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts opened in aggregate in a Contract Year become Qualifying GIP Accounts.

2. For the purpose of counting the aggregate number of Qualifying GIP Accounts for a Contract Year, Bank shall include:
 - (i) GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts that are opened in a Contract Year that become Qualifying GIP Accounts in the same Contract Year, and
 - (ii) GIP Accounts, Reward GIP Accounts and/or Premium Reward GIP Accounts that are opened in a Contract Year that become Qualifying GIP Accounts in the next Contract Year.
3. Payments made (if any) under this Section G will be made one hundred thirty-five (135) days after the end of the applicable Contract Year.
4. Notwithstanding anything contained in this Agreement to the contrary, any obligations of Bank to pay any Qualifying GIP Account Bonus pursuant to this Section G for a given Contract Year shall be expressly contingent upon the Agreement having been in full force and effect for the entire Contract Year.

May 2, 2019

University of Arizona Alumni Association
1111 North Cherry
Tucson, Arizona 85721
Attn: Mrs. Melinda Burke
President

Via: Overnight Courier

Re: The Amended and Restated Affinity Agreement by and between, The University of Arizona Alumni Association (“**UAAA**”), and Bank of America, N.A. (as successor by merger to FIA Card Services, N.A. formerly known as MBNA America Bank, N.A.) (“**Bank**”) entered into as of the 1st day of January, 2015, as it has been amended (the “**Agreement**”).

Dear Ms. Burke:

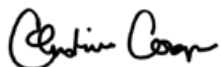
This constitutes notice pursuant to the Agreement that the notice address for the Bank has changed to:

Bank of America, N.A.
MS DE5-021-02-07
1000 Samoset Drive
Newark, DE 19713
ATTENTION: Contract Administration

Facsimile: 206-585-9732
e-mail: cadminis@bankofamerica.com

Please be guided accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "Christine Cooper".

Bank of America, N.A.

**ASSIGNMENT OF AND AMENDMENT TO THE UNIVERSITY OF ARIZONA
ALUMNI ASSOCIATION AMENDED AND RESTATED AFFINITY AGREEMENT**

This assignment of and amendment to the Amended and Restated Affinity Agreement ("**Amendment**") is effective October 3, 2023 (the "**Effective Date**") by and among The University of Arizona Foundation ("**Foundation**"), as successor in interest to The University of Arizona Alumni Association ("**UAAA**"), the Arizona Board of Regents on behalf of the University of Arizona ("**University**"), and Bank of America, N.A. ("**Bank**", and together with Foundation and the University collectively the "**Parties**", and each a "**Party**"), for themselves and their respective successors and assigns.

WHEREAS, UAAA and Bank are parties to the Amended and Restated Affinity Agreement entered into as of January 1, 2015, as the same has been amended (as amended, the "**Agreement**");

WHEREAS, UAAA merged with the Foundation on January 1, 2022, and the Agreement was assigned to and assumed by Foundation by operation of law;

WHEREAS, Foundation desires to assign the Agreement to University;

WHEREAS, Bank agrees to consent to the assignment of the Agreement to University; and

WHEREAS, Bank and University desire to amend the Agreement as contained in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained below, Foundation, University, and Bank agree as follows:

1. The above recitals are incorporated into this Amendment and deemed a part of it. Capitalized terms used but not otherwise defined in this Amendment are defined in the Agreement.
2. On the Effective Date, Foundation transfers and assigns the Agreement to University, and University (i) assumes all of Foundation's rights, title, and interest in the Agreement and (ii) assumes and agrees to perform all obligations, duties, liabilities, and commitments of Foundation in the Agreement.
3. Bank consents to Foundation's assignment of the Agreement to University.
4. "University" as defined in the preamble will replace all references to "UAAA" in the Agreement.
5. Insert the following new definitions to Section 1 of the Agreement, as follows:

"Consumer Complaint" means any submission (using whatever means or media) by or on behalf of an individual (including consumers, Members, and Customers) that expresses dissatisfaction with, or communicates suspicion of wrongful conduct by, an identifiable Person related to such individual's personal experience with any aspect of the Bank's products, policies or services regarding the Program and the conduct of GIP.

"Governmental Authority" means, with respect to any Person, any nation or government, any State or other political subdivision thereof, any entity exercising executive, legislative, judicial,

regulatory or administrative functions of or pertaining to government and any court or arbitrator having jurisdiction over such Person. With respect to the Bank, Governmental Authority includes the Bureau of Consumer Financial Protection (a/k/a Consumer Financial Protection Bureau) and the Office of the Comptroller of the Currency.

“Governmental Entity” means any federal, state, local or foreign government or any court of competent jurisdiction, administrative agency or commission or other governmental authority or instrumentality, domestic or foreign.

“Nonpublic Personal Information” has the meaning ascribed to such phrase in 12 C.F.R. §1016.3(p)(1) and includes (a)) any "personal data" or “personally identifiable information” as defined or regulated by Applicable Law; (b) any information that relates to an individual who can be identified either from that information alone or when that information is combined with other information; (c) information relating to Bank’s customers, their accounts with Bank, and potential Bank customers; (d) any record about an individual that is a consumer report as such term is defined in the Fair Credit Reporting Act (15 USC 1681 et seq.) or is derived from a consumer report and that is maintained or otherwise possessed by or on behalf of the Bank; and (e) Accountholder Information including a compilation of such records; all of which is the Bank’s Information. Nonpublic Personal Information includes any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any personally identifiable financial information that is not publicly available such as the fact that such consumers are or were Customers.

“Representative” means, with respect to a Person, any employee, officer, director, or agent of such Person. In the case of a partnership, Representative also includes general and limited partners thereof. In the case of a limited liability company or corporation, Representative also includes members of such company or corporation.

“Subcontractor” means each Person (including an Affiliate of University) to whom University has, directly or indirectly, delegated or subcontracted or who has undertaken all or any portion of activities comprising, in whole or in part, University performance of its obligations under this Agreement (including receiving, using, or storing Bank’s Information) or in support of the Program but (in each case) only with respect to such Person’s performance of such activities. Subcontractor includes a Subcontractor of a Subcontractor.

“University Activities” means any duties or obligations of, or undertaken by University (including such services further delegated to or undertaken by any Subcontractor (including their respective Representatives) pursuant to this Agreement or in furtherance of the Program (including University Marketing Efforts).”

6. Insert the following at the end of section 2(a):

The exclusivity granted to the Bank applies only to the Financial Service Products marketed or solicited to University alumni. Nothing in this Agreement will be interpreted to restrict or limit University’s ability to contract for and market general financial services and products, including, without limitation, University Athletics branded credit cards, University procurement cards, and employee and student banking services and credit cards.

7. Delete subsection (e) from Section 2 of the Agreement in its entirety and insert the following in lieu thereof:

“(e) [Intentionally Deleted]”

8. Insert the following at the end of section 2(g):

The exclusive license granted above is limited solely to the Financial Service Products offered to University alumni as described herein. Nothing in this Agreement will prevent or limit the University from licensing University Trademarks to other financial institutions for use in financial services and products, including, without limitation, University Athletics branded credit cards, University procurement cards, and employee and student banking services and credit cards.

9. Insert the following new subsections at the end of Section 2 of the Agreement, as follows:

“(i) Within two Business Days of receipt, University shall refer (and shall cause its Subcontractors and their respective Representatives to refer) each Consumer Complaint received to Bank, along with all relevant documentation and information reasonably related thereto to the extent within the possession or control of University (or its Subcontractors and their respective Representatives). To the extent reasonably requested, University shall (and shall cause its Subcontractors and their respective Representatives to) cooperate with and assist Bank in the resolution and remediation of each Consumer Complaint. The provisions of this Subsection 2(i) shall survive the expiration or earlier termination of this Agreement.

(j) University shall provide Bank with written notice identifying each Subcontractor prior to engaging, discontinuing or replacing any Subcontractor (and their respective Representatives); (ii) modifying the scope of work delegated to or undertaken by such Subcontractor (or their Representatives); (iii) the Subcontractor (and their respective Representatives) performing any of University’s obligations under this Agreement or in furtherance of the Program from a location outside the United States; and (iv) permitting or suffering modifications to any of the foregoing for notices given. For the avoidance of doubt, notwithstanding anything to the contrary herein contained, Bank’s receipt of notice as referred to immediately above (when given or received) shall not be construed as a novation or other release as to University’s performance of its obligations hereunder or indemnification. The provisions of this Subsection 2(j) shall survive the expiration or earlier termination of this Agreement for a period of 6 months.

(k)(1) From time to time, Bank shall provide procedures, training and guidelines regarding Applicable Law as applied to Bank concerning certain University Activities conducted in furtherance of or related to the Program (“**Training**”). Initially and on an annual basis University shall and shall cause its Subcontractors and their respective Representatives to successfully complete such Training. Upon Bank’s request, University shall cease to perform, and shall cause any Subcontractors (and their respective Representatives) to cease performing University Activities if Training, as initially or periodically required thereafter, is not completed by University, such Subcontractor (and their respective Representatives), as the case may be, to the Bank’s satisfaction.

(2) Upon periodic request from Bank, University agrees to affirm (and to cause its Subcontractors and their respective Representatives to affirm) continued compliance with the obligations, responsibilities, representations, and warranties under this Agreement (including Training) in writing. University grants (and to cause its Subcontractors and their respective Representatives to grant) Bank the right to monitor and review such compliance on the part of University, its Subcontractors (and its and their respective Representatives).

(3) University shall, and shall cause its Subcontractors (and their respective Representatives) to, provide University Activities in accordance with the terms and conditions of the Agreement, Applicable Law, the Training and Bank's reasonable instruction. University shall be responsible for the full, faithful, complete, accurate and timely performance of all University Activities, whether performed by University or any Subcontractor (including their respective Representatives). University shall be liable to Bank as provided herein for any act or omission of its Subcontractors (and its Representatives) in connection with the performance or failure to properly perform any of University's obligation under this Agreement, including the University Activities. The provisions of this paragraph (3) shall survive the expiration or earlier termination of this Agreement.

(l) Upon prior written notice, University shall permit Bank and shall cause its Subcontractors (and their respective Representatives) to permit, facilitate, and cooperate with Bank's (including Bank's Representatives) audit, inspection, monitoring, testing, and review of University and Subcontractors (and their respective Representatives) with respect to University's and its Subcontractor's (and their respective Representative's) policies, procedures and controls in connection and compliance with Applicable Laws and records as they relate to the Program, Information security, University Activities, and performance of University's duties and obligations hereunder (including University Activities and whether undertaken or conducted by or delegated to University's Subcontractors and their respective Representatives). Bank shall have the right to determine the scope of such audits, tests or inspections. The Parties shall mutually determine the date, time, location and duration of the audit, tests or inspection, provided such date is within 10 days of Bank's written notice. University shall promptly remediate and cause its Subcontractors (and their respective Representatives) to promptly remediate any deficiencies found with respect to compliance with Applicable Laws, and this Agreement as a result of such audits, tests or inspections. University's failure or refusal to (1) cooperate and cause its Subcontractors (and their respective Representatives) to cooperate as aforesaid or (2) promptly remediate any such deficiencies and cause its Subcontractors (and their respective Representatives) to promptly remediate as aforesaid within 30 days of written notice to University shall be deemed a material breach by University of this Agreement. The provisions of this Subsection 2(l) shall survive the expiration or earlier termination of this agreement for a period of two years.

(m) University shall maintain (and make available) at no additional cost to Bank, in a reasonably accessible location, all records pertaining to University Activities for the period of time as instructed in writing by the Bank with respect to such records or in absence of such instruction, the greater of: (i) a period of 7 years from the date of creation or the date to which such records relate; or (ii) as required by Applicable Law. Records available for review shall exclude any records: (i) pertaining to University's customers other than applicants or Customers; and (ii) deemed proprietary and confidential and not associated with University

Activities. University will give prior notice to Bank of requests by any Governmental Authority for Bank's Information within University's possession or control (including, if applicable, that of its Subcontractors and their respective Representatives). At Bank's written request, University shall reasonably cooperate with Bank in seeking a protective order with respect to such Information. The provisions of this Subsection 2(m) shall survive the expiration or earlier termination of this Agreement.

(n) University acknowledges that Bank has directed University's attention to 12 C.F.R. §1026.57(b) and University has reviewed that regulation with its legal counsel."

10. In section 4(b), delete the first sentence of (4)(b) and replace it with:

"University represents and warrants to Bank that, as of the date hereof and throughout Term and any period thereafter during which Bank has the right to use the University Trademarks to wind down the Program, University has the right and power to license the University Trademarks to Bank for use as contemplated by this Agreement."

11. Insert the following new subsection at the end of Section 4 of the Agreement, as follows:

"(c) As of the Effective Date and throughout the term, University represents and warrants that neither it nor its Subcontractors (and their respective Representatives, and their Agents) is the subject of any sanctions imposed by Applicable Law administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority (collectively, "**Sanctions**"), nor is University or its Representatives or Subcontractors located, organized or resident in a country or territory that is the subject of Sanctions. University represents and warrants that neither it nor its Representatives and Subcontractors has, or during the term will, violate any Sanctions. University represents and warrants that neither it nor its Subcontractors (or their respective Representatives, or their Agents) will use this Agreement or any of the benefits obtained hereunder to fund or engage in any activities with any Person or in any country or territory, that, at the time of such funding or activity, is the subject of Sanctions, or in any other manner that will result in a violation by any Person of Sanctions. The provisions of this Subsection 4(c) shall survive the expiration or earlier termination of this Agreement."

12. Delete the second sentence of Section 8(a) of the Agreement.

13. Insert the following new subsections at the end of Section 10 of the Agreement, as follows:

"(g) If ordered or requested to do so by any Governmental Authority, Bank may terminate this Agreement without further obligation or penalty upon reasonable prior notice to University effective as of the date specified in such notice or as required by such Governmental Authority.

(h) On or before the expiration or earlier termination of this Agreement, University agrees that it shall (and shall cause its Subcontractors and their respective Representatives to): (i) immediately destroy and purge from all its systems all Information, including Nonpublic Personal Information; and (ii) destroy within 30 days all such Information that is in tangible

form, including any and all full or partial copies, or reproductions thereof in any medium whatsoever. University shall (and shall cause its Subcontractors and their respective Representatives to) destroy all Information in accordance with Bank's then-current destruction policy. University shall have the right to retain a copy of Information of Bank only to the extent required by Applicable Law provided that such retention is in accordance with and continues to be subject to the terms and conditions herein contained. University shall promptly certify its compliance with these guidelines upon Bank's request. The provisions of this Subsection 10(h) shall survive the expiration or earlier termination of this Agreement."

14. Delete Sections 11(f), 11(g), and 11(h) in their entirety and insert the following:

"For the remainder of the agreement, University shall promote the Program:

(i) Inclusion in the UAnnounce webpage, available to all employees;

(ii) One (1) article write up about the partnership and branded credit cards for LoQue Pasa, the news outlet for University of Arizona employees, distributed and available to all employees;

(iii) promoted in one (1) Lo Que Pasa."

15. Delete Sections 12 (f) (1) and insert the following:

If to University:

The University of Arizona Marketing and Communications
845 N. Park Avenue, Suite 100
Tucson, AZ 85719

Attention: Courtney Spector
Title: Director, Strategic Partnerships

16. Insert the following new subsections at the end of Section 12 of the Agreement, as follows:

"(n) University agrees to cooperate with (and to cause each University Subcontractor, and their respective Representatives, to cooperate with) each Governmental Authority with jurisdiction over Bank in connection with any examination or other supervisory activity by such Governmental Authority. The provisions of this Subsection 12(n) shall survive the expiration or earlier termination of this Agreement.

(o) Neither any submission of this document by one Party to the other, nor any correspondence or other communications between the Parties in connection therewith, is intended or shall be deemed to constitute an offer of any kind or to create any obligations between the Parties unless and until one or more duplicates of this document has been fully executed and delivered between the Parties hereto, whereupon this document shall become the binding Agreement. Accordingly, any such submission or communications or correspondence between the Parties or their respective agents or attorneys is intended only

as non-binding discussions, and either Party shall have the absolute right to withdraw from such discussions at any time without any liability whatsoever to the other Party.

(p) Each Party hereto acknowledges and agrees that any controversy which may arise under this Agreement or any related agreement is likely to involve complicated and difficult issues, and therefore each such Party hereby irrevocably and unconditionally waives any right such Party may have to a trial by jury with respect to any litigation between or among the Parties directly or indirectly arising out of or relating to this Agreement or any related agreement, or the transactions contemplated by this agreement or any related agreement. Each Party hereto certifies and acknowledges that: (a) no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver; (b) such Party understands and has considered the implications of this waiver; (c) such Party makes this waiver voluntarily; and (d) such Party has been induced to enter into this Agreement and each related agreement by, among other things, the mutual waivers and certifications in this Subsection 12(p). The provisions of this Subsection 12(p) shall survive the expiration or earlier termination of this Agreement.

(q) Except as expressly provided otherwise in this Agreement, no right or remedy herein conferred upon or reserved to either Party (including any termination pursuant to Section 10) is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy under this Agreement, or under law or regulation, whether now or hereafter existing.

(r)

(1) EXCEPT AS PROVIDED HEREIN OR IN (2) BELOW, IN NO EVENT SHALL ANY PARTY OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTIES OR ANY THIRD-PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE OF DATA, OR LOST REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(2) THE LIABILITY LIMITATION SET FORTH IN (1) ABOVE SHALL NOT APPLY TO DAMAGES OR LIABILITIES ARISING FROM THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION HEREUNDER NOR TO DAMAGES, OR LIABILITIES ARISING FROM A MATERIAL BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, OR BREACH BY UNIVERSITY OR ITS SUBCONTRACTORS OF SECTION 13 (Accountholder List)."

17. The Parties agree that (i) on Friday, September 16, 2022, Foundation returned to Bank, the \$300,000.00 Advance paid to UAAA by Bank on or about January 1, 2022, and (ii) on Monday, April 3, 2023, Foundation returned to Bank the \$300,000.00 Advance paid to Foundation on or about Thursday, February 16, 2023. The Parties further agree that Bank will not be obligated to pay University any further Advances and University is no longer guaranteed to

accrue Royalties equal to or greater than three million four hundred thousand dollars (\$3,400,000). Accordingly, Section E and Section F shall be deleted from Schedule A.

18. The attached Addendum is hereby incorporated and made part of the Agreement.
19. The Parties agree that a payment of \$201,058.65, representing accrued Royalties (totaling all Quarter Royalties starting from Quarter 1 2022 through Quarter 2 2023) due under the Agreement, will be paid by Bank to University within thirty (30) days of the Effective Date of this Amendment.
20. Each Party represents, warrants, and covenants to the other Party that: (a) the Party's execution, delivery, and performance of the Agreement as amended by this Amendment: (i) have been authorized by all necessary corporate action; (ii) do not violate the terms of any Applicable Law to which such party is subject or the terms of any material agreement to which the Party or any of its assets may be subject; (iii) are not subject to the consent or approval of any third party, and (iv) do not violate the terms or conditions of any contract, instrument, or agreement to which such Party or its Affiliates is bound; (b) the Agreement as amended by this Amendment is the valid and binding obligation of the representing Party, enforceable against such Party in accordance with its terms; and (c) the Party is not subject to any pending or threatened litigation or governmental action which could interfere with such Party's performance of its obligations under the Agreement as amended hereby.
21. Except as amended by this Amendment, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Amendment and the Agreement shall be governed by this Amendment. This Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Amendment, contains the entire agreement of the Parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. The Agreement, as amended by this Amendment, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles).

IN WITNESS WHEREOF, each Party, by its representative, has duly executed this Amendment as of the date first above written, and such Party and its representative warrant that such representative is duly authorized to execute and deliver this Amendment for and on behalf of such Party.

THE UNIVERSITY OF ARIZONA FOUNDATION,

As successor in interest to The University of Arizona
Alumni Association

By: Brad D. Terry

Name: Brad D. Terry

Title: Senior Vice President

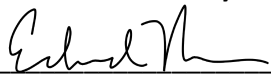
BANK OF AMERICA, N.A.

By: 

Name: Roy Woodham

Title: Senior Vice President

**THE ARIZONA BOARD OF REGENTS,
On behalf of The University of Arizona**

By: 

Name: Edward Nasser

Title: Chief Procurement Officer

Addendum

NON-DISCRIMINATION

The Parties shall comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-Discrimination, and Immigration.

CONFLICT OF INTEREST

The Arizona Board of Regents may, within three years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the Arizona Board of Regents becomes an employee in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Agreement while the Agreement or any extension hereof is in effect.

INSPECTION AND AUDIT

Bank agrees to keep all books, accounts, reports, files and other records relating to this Contract for five (5) years after completion of the contract. In addition, Bank agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. § 35-214. ARS § 35-214 shall only apply to Bank to the extent consistent with and as required by Applicable Law.

ARBITRATION IN SUPERIOR COURT

The Parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133.

INDEMNIFICATION

University is a public institution and, as such, any indemnification, liability limitation, or hold harmless provision will be limited as required by Law, including without limitation Article 9, Sections 5 and 7 of the Arizona Constitution and ARS §§ 35-154 and 41-621. University will be liable for claims, damages or suits arising from the acts, omissions or negligence of its officers, agents and employees.

NO FORCED LABOR OF ETHNIC UYGHURS

To the extent required by A.R.S. § 35-394, Bank certifies it is not currently, and during the term of this Agreement will not use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of the ethnic Uyghurs in the People's Republic of China. If Bank becomes aware during the term of the agreement that it is not in compliance with this written certification, it shall notify University within five (5) business days of becoming aware of the non-compliance.

NO BOYCOTT OF ISRAEL

If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least \$100,000 and Bank is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Bank certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.

STATE OBLIGATION

The Parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of

Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University's appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The Board agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board's attention.

CONFIDENTIALITY; PUBLIC RECORDS

All University of Arizona agreements are subject to applicable Public Records laws including Arizona Revised Statute § 39-121 et seq.

August 27, 2024

The University of Arizona Marketing and Communications
845 N. Park Avenue, Suite 100
Tucson, Arizona 85719

Attention: Ms. Courtney Spector,
Director, Strategic Partnerships

RE: Amended and Restated Affinity Agreement by and between the Arizona Board of Regents on behalf of the University of Arizona ("University") and Bank of America, N.A. ("Bank"), effective as of January 1, 2015, as the same has been amended (the "Agreement"). Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

Dear Ms. Spector:

In consideration of the Parties' mutual desire to provide time to negotiate the terms of a new or renewal Agreement and other good and lawful consideration, the Parties agree that "December 31, 2024" in Section 8(a) of Agreement shall be deleted and replaced with "December 31, 2025".

Section 8(b) is deleted in its entirety and replaced with the following in lieu thereof.

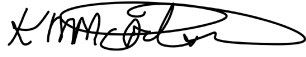
"(b) This Agreement may be extended at the end of the Initial Term or any renewal term for a period of sixty (60) days (each a "Renewal Term"; and together with the Initial Term, the "Term"), until either Party gives written notice of its intention not to renew the current Term. Such notice shall be delivered to the other Party at least thirty (30) days prior to the last date of the then current Term."

This letter contains the entire agreement of the Parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any other inconsistencies between this letter and the Agreement, the Parties agree that the terms of this letter shall control.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either Party to enter any business arrangement of any nature whatsoever with the other Party, except as set forth in the Agreement.

To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and return one original to me.

Sincerely,



Senior Vice President


Accepted and agreed:
Bank of America, N.A.

By:  _____

Name: David Booth

Title: SVP

Arizona Board of Regents on behalf of
the University of Arizona

By:  _____

Name: Edward Nasser

Title: Chief Procurement Officer