

SPONSORSHIP AGREEMENT

This Sponsorship Agreement ("Agreement") is made with an effective date of July 1, 2021 (the "Effective Date"), by and between Boise State University Alumni association ("BSUAA") and Mountain America Credit Union ("Sponsor"). This agreement terminates and replaces, in full the Affinity Agreement signed January 20, 2017.

DURING EACH CONTRACT YEAR OF THE TERM OF THIS AGREEMENT, BSUAA AND SPONSOR AGREE TO THE FOLLOWING:

Sponsor shall be allowed to participate in the following events, however, should any event be canceled for any reason BSUAA shall provide an alternative benefit as agreed to by the Parties in good faith:

- BSUAA Member Appreciation BBQ
- Distinguished Alumni Awards
- Top Ten Scholar Awards
- IK Golf Tournament
- Home Bronco Bash Tailgates
- Alumni Night at Boise State Basketball Men's and Women's
- Alumni Race Series
- 2 BOLD Events a year

Sponsor shall be offered the following benefits at each event:

- Business name/logo on alumni website event landing page and registration page
- Business name in alumni association social media posts promoting the event
- Business name listed as co-host on Facebook events
- Business name in digital invitations promoting the event
- Business name in all possible or relevant earned media advertising
- Opportunity to have marketing collateral at events as legally permitted
- Event program acknowledgement
- Company name listed on signage at all events where signs are possible, when signs are not possible Parties shall find a mutually agreeable alternative posting
- Business name listed on the Alumni and Friends building lobby screens
- ~~Logo on race bibs for Alumni Race Series~~
- Opportunity (where possible) to participate in tabling by staffing events at aforementioned events

Sponsor name shall listed on Alumni Association website landing page

Sponsor has exclusive rights to offer BSUAA-branded affinity credit to BSUAA members

- Sponsor shall use the monogram BSUAA logos on card designs
 - Sponsor may offer up to two card designs
 - The designs are subject to the approval of BSUAA before Sponsor may offer the cards to Sponsor's members
 - Sponsor's members will be able to choose which design they would like for their card
- BSUAA will receive a guaranteed minimum amount each Contract Year of the Term, with an increased Bonus Amount up to the Max Cap Amount based on performance of the credit card
 - Bonus Amount: 10 basis points per dollar spent
 - 10 basis points = 0.10% or .0010 of the card holder spend; for every \$1,000 in cardholder spend, \$1 is added to the guaranteed minimum
 - Bonus amounts only apply to credit card transactions
 - Max Cap Amount: \$65,000 maximum in the first Contract Year of the Term with an increase each subsequent Contract Year as follows:
 - 2021-22: \$40,000 guarantee | \$65,000 maximum
 - 2022-23: \$42,000 guarantee | \$68,500 maximum
 - 2023-24: \$44,500 guarantee | \$72,000 maximum
 - 2024-25: \$47,000 guarantee | \$76,000 maximum
- Sponsor will be the exclusive financial services sponsor of BSUAA during the Term of this Agreement. In addition to all other terms of this Agreement, the following conditions apply to Sponsor's sponsorship of BSUAA:
 - Sponsor's exclusivity of sponsorship is as among banks and credit unions in the United States
 - Sponsor's exclusivity of sponsorship is limited to agreements for sponsorship of BSUAA, and not—unless otherwise agreed in writing by BSUAA and Sponsor—of any other BSUAA office, department, division, or other unit.
 - Sponsor has the option to promote itself at BSUAA athletic venues, for all events where BSUAA is permitted to offer this promotion, with prior review and approval of Sponsorship Materials by BSUAA
 - Use or promotion by BSUAA or BSUAA of a BSUAA-branded fan card/gift card (non-bank, non-credit union underwriter) is not precluded by this Agreement

CONTRACT AND PAYMENT TERMS:

This Agreement's Term ("Term") is July 1, 2021 through June 30, 2025. Each year of the Term will run from July 1 of a calendar year to June 30 of the next calendar year ("Contract Year")

~~Annual payments as described above shall be made to BSUAA by July 1 of each Contract Year during the Term, beginning July 1, 2021.~~

Sponsor will review bi-annually (January 1 and July 1) the success of the credit card transactions and make payable any additional Bonus Amounts based on the criteria outlined above. After the July 1 review, any additional Bonus Amounts will be paid out within thirty days.

Payment as provided herein shall be made by check, payable to BSUAA in U.S. Dollars and sent to the following address:

Boise State University Alumni Association
1910 University Drive
Boise, ID 83725

This Agreement serves in lieu of an invoice. A receipt from BSUAA will be made available on demand.

ADDITIONAL TERMS AND CONDITIONS

Sponsor and BSUAA agree to the following additional terms and conditions of this Agreement:

Trademarks. Except as otherwise agreed by Sponsor and BSUAA in writing, no authorization is granted, beyond what is specified herein, to Sponsor for use of BSUAA's names, logos, trademarks, service marks, trade names or other identifying indicia ("Trademarks"). Accordingly, any such use is prohibited without the express written consent of BSUAA.

Production Expenses. Sponsor shall be responsible for paying production expenses associated with the preparation of marketing and promotional materials. BSUAA either will (i) present such costs for Sponsor's direct payment, or (ii) if requested by Sponsor, assume such costs and reflect them to Sponsor for payment as additional expenses.

Preparation of Promotional/Sponsorship Recognitions. BSUAA is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but may be obtained, if available, for an additional service fee. Sponsor is responsible for timely submitting to BSUAA its advertisements, promotional/sponsorship recognitions and acknowledgments, graphics, LED designs, video-board features and/or Internet displays, or the like, as applicable, for elements listed in this Agreement ("Sponsorship Materials"). Sponsorship Materials provided by or on behalf of Sponsor shall be in compliance with generally accepted standards and subject to BSUAA approval (including with respect to the content and quality of the Sponsorship Materials), which, hereunder, shall not be deemed approval as to conformity with any federal, state or local laws or regulations. If BSUAA has not received from Sponsor its applicable Sponsorship Materials for publication, distribution, broadcast or display by the deadline date (which BSUAA will provide Sponsor), or if Sponsor submits to BSUAA copy corrections of Sponsorship Materials after the deadline date, then BSUAA shall not be obligated to publish Sponsorship Materials or corrected Sponsorship Materials, whichever the case may be. BSUAA's failure to publish Sponsorship Materials or corrected Sponsorship Materials due to Sponsor's failure to meet the deadline date, however, shall in no way relieve Sponsor of any of its obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the *Contract and Payment Terms* section. Sponsor agrees to hold and save BSUAA and its parents, subsidiaries, affiliates, trustees, officers, employees and agents harmless against any and all claims, losses or damages (including reasonable attorneys' fees and expenses) arising or resulting from BSUAA's publishing Sponsorship Materials, or any parts thereof, in the form or format Sponsor (or its agent) provides, approves or requests. BSUAA reserves the continuing right to reject, cancel, or suspend any Sponsorship Materials at any time, for any reason whatsoever (including, but not limited to, unsatisfactory technical quality, objectionable or unlawful content, and inaccurate information), even if such Sponsorship Materials have already been published and/or used.

Effect of Breach. If Sponsor fails to make timely payment of the sponsorship amounts by the applicable payment dates set forth in the *Contract and Payment Terms* section (and fails to cure such non-payment within ten (10) days after receiving from BSUAA written notice thereof), then BSUAA reserves the right, but is not obligated, to suspend delivery (or provision) to Sponsor of any further sponsorship recognitions or benefits under this Agreement and/or to terminate this Agreement effective upon written notice from BSUAA to Sponsor. If Sponsor breaches the Trademarks section (including, without limitation, any unauthorized use of BSUAA's Trademarks), then BSUAA reserves the right to terminate this Agreement effective upon written notice from BSUAA to Sponsor. If BSUAA terminates this Agreement before the Term expires due to Sponsor's breach in accordance with this section, then Sponsor shall remain liable for payment of all applicable sponsorship amounts for the entire Contract Year during which the termination occurred, less only the actual amount BSUAA can recoup for such Contract Year's sponsorship elements not used by Sponsor through sponsorship agreements BSUAA obtains from other sponsors after the effective termination date and before such Contract Year's conclusion.

Sponsor agrees that if any charges incurred are not paid by the applicable due date and if, for the purposes of collecting the amount due, BSUAA should retain an attorney or collection agency, Sponsor will pay all costs of collection, including reasonable interest, reasonable attorney's fees, and reasonable collection agency fees, which may be based on a percentage at a maximum of forty percent (40%) of the debt.

Sponsor also agrees to allow BSUAA or its agent to contact Sponsor by e-mail or telephone (including via cell phone) in an effort to collect the debt. Sponsor also authorizes BSUAA or its agent to use automated telephone dialing equipment, and to use artificial or pre-recorded voice messages in their efforts to contact Sponsor. Further Sponsor understands that Sponsor may withdraw consent to call Sponsor's cell phone number by submitting a request in writing to BSUAA or in writing to the applicable agent contacting Sponsor on behalf of BSUAA.

Warranties, Representations and Indemnification. Sponsor warrants and represents that it has obtained all necessary licenses (including music and other copyright licenses), assignments, clearances, releases (including talent releases), and permissions required for the distribution, performance, broadcast, reproduction, and exploiting of the Sponsorship Materials as may be contemplated under this Agreement. Neither the Sponsorship Materials, nor anything contained in the Sponsorship Materials, nor the distribution, performance, broadcast, and full exploitation of the Sponsorship Materials, nor the exercise of any right granted BSUAA under this Agreement does or will violate or infringe upon any rights of any kind or nature whatsoever of any third person or entity. Sponsor shall indemnify, defend, save, and hold harmless BSUAA and its officers, directors, trustees, employees, affiliates, and agents, and their successors, licensees, sub-distributors, and assigns, from and against any and all claims, liability, losses, judgments, damages, causes of action, penalties, costs, and expenses (including reasonable attorneys' fees), incurred or sustained by reason of, or resulting from the content of the Sponsorship Materials, any breach or alleged breach of any warranty, representation, or agreement by Sponsor herein, from any reliance by BSUAA upon any such warranty, representation or agreement, or from any exploitation of the rights granted to BSUAA hereunder. The foregoing warranties, indemnities, and representations shall survive the termination or expiration of this Agreement.

Release of Liability Related to Promotional Items. Sponsor hereby releases, and shall indemnify, defend, save, and hold harmless, BSUAA and its officers, directors, trustees, employees, affiliates, and agents, and their successors, licensees, sub-distributors, and assigns, from and against any and all claims, liability, losses, damage, and/or destruction to business property, equipment, automobiles, or other promotional items that are owned, licensed, and/or controlled by Sponsor and used for advertising, sponsorships, promotions, or other business purposes (including on BSUAA's campus) in connection with the subject matter of this Agreement; provided, however, that this release shall not extend to gross negligence or willful misconduct on the part of BSUAA.

Unforeseen Events. Should BSUAA, due to public emergency or necessity, legal restrictions, pre-empted broadcasts, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical breakdowns beyond the control and without the fault of BSUAA, be unable to perform any of its obligations hereunder, it shall not be liable to Sponsor except to the extent of (i) providing suitable "make goods" approved by Sponsor and BSUAA, or (ii) allowing a *pro rata* rate reduction on Sponsor's payments under this Agreement. Sponsor agrees, if for any reason there are any changes to the benefits to be provided it at any time during the Term, then BSUAA, on Sponsor's behalf, will use its best efforts to acquire similar make-good benefits as are mutually agreeable to Sponsor and BSUAA. If Sponsor and BSUAA are unable to agree mutually upon any such make-good benefits, then BSUAA will promptly give Sponsor a *pro rata* credit (or, if necessary, a *pro rata* refund of fees already paid) for benefits not already provided hereunder. This section identifies Sponsor's sole remedy(ies) with respect to the above-recited event(s).

Assignment. This Agreement is personal to Sponsor. Neither this Agreement nor any of Sponsor's rights hereunder shall be sold, transferred, or assigned by Sponsor without BSUAA's prior written approval, and no rights shall devolve by operation of law or otherwise upon any Sponsor assignee, receiver, liquidator, trustee or other party. Any such unauthorized assignment shall be void and of no effect unless approved by BSUAA in writing. Subject to the foregoing, this Agreement shall be binding upon any approved Sponsor assignee or successor, and this Agreement shall inure to the benefit of BSUAA, its successors, and permitted assigns.

Miscellaneous. This Agreement sets forth the entire understanding of the Parties with respect to its subject matter, supersedes all prior negotiations and agreements (whether oral or in writing) between the Parties concerning such subject matter and may be modified or amended only by a written instrument signed by each Party. Each Party represents and warrants to the other Party (i) the individual signing this Agreement on its behalf is duly authorized to do so, and (ii) no representations have been made or relied upon by either Party other than those expressly provided for. This Agreement may be executed via delivery of a facsimile transmission or other commonly used electronic means (e.g., via a PDF attachment) in one or more counterpart(s), each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. No agent, employee or other representative of either Party is empowered to alter any of this Agreement's terms, unless in a written instrument signed by an authorized officer or agent of the appropriate Party. A waiver by either Party of any of the terms or conditions of this Agreement in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. This Agreement will be governed by and construed in accordance with the laws of the state of Utah, without giving effect to its conflict of law rules.

Product and Organization Descriptions. Descriptions of Sponsor or any other company shall not be required to include price information, endorsements, or inducements to purchase any product of sponsor, but rather any such description shall be value-neutral; provided, however, that BSUAA's acknowledgment may include Sponsor's logos and slogans that are an established part of the Sponsor's identity.

Non-Use of Names. Sponsor hereby grants BSUAA worldwide royalty-free permission to use authorized logos and brands of Sponsor, with the written agreement of Sponsor, to fulfill obligations resulting from this Agreement. The rights provided herein are bound to the lifetime of the materials related to the event, printed or electronic.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly-authorized representatives.

Mountain America Credit Union ("Sponsor")

Contact address:

By: Jason Rogers / Jo King
Title: SVP
Date: October 19, 2021

Boise State University Alumni Association ("BSUAA")

Contact address:

By: Lisa M. Gardner / Lisa M. Gardner
Title: Executive Director Alumni
Date: 10/21/2021