CAMPUS CARD SPONSORSHIP AGREEMENT

THIS CAMPUS CARD SPONSORSHIP AGREEMENT (this “Agreement”) is made and entered into as of May 31, 2013 (the “Effective Date”), by and between the Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University (“University”), a Georgia public higher education institution located at 1000 Chastain Road, Kennesaw, GA 30144, and Fifth Third Bank, an Ohio banking corporation (“Bank”) located at 38 Fountain Square Plaza, Cincinnati, OH 45263.

WHEREAS, University and Bank desire to enter into this sponsorship agreement to provide Cards that will be utilized by University for campus identification and access purposes, and to offer certain financial services as permitted and as may be agreed upon by the parties, on the University campus for the convenience of University students, faculty and staff; and

WHEREAS, University and Bank desire to establish a sponsorship program for Cards, whereby the Bank will sponsor the Card as set forth herein and University will provide the Cards to University students, faculty and staff that will contain the Bank’s logo and can also be used as a bank debit card and ATM card if the Cardholder opens a checking account with the Bank (the “Program”); and

WHEREAS, the Program will also include commitments by the Bank and University regarding the role of Bank as a service provider to the University and Bank’s access to provide its services to the University and its staff, faculty and students;

NOW THEREFORE; University and Bank hereby agree to implement such Program upon the terms and conditions as follows:

ARTICLE I: DEFINITIONS

1.1 Certain Defined Terms. For purposes of this Agreement, the following terms shall have the following meanings:

“Affiliate” means with respect to any person or entity, any officer or director of such person or entity or any other person or entity directly or indirectly controlling or controlled by or under direct or indirect common control with such person or entity. For purposes of this definition, the term “control” (including the correlative meanings of the terms “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 policies of such entity, whether through the ownership of voting securities or by contract or otherwise.

“Annual Measurement Date” shall have the meaning as set forth in Schedule 2 to this Agreement.
“Application” means the documentation required for an Eligible Cardholder, submitted directly to Bank by a Cardholder for an account with Bank, for the opening of a Card Account; the application shall be in the form and with such content as the Bank shall specify from time to time.

“Banking Services” means consumer deposit, loan, other related banking and investment products and services provided by Bank and its Affiliates.

“Card” means a card issued by the University that will be used as the University identification card of each Cardholder, and which will contain the names of the Bank and the University and bearing the symbol(s) of the Bank and one or more Card Networks. Upon separate application and acceptance by Bank and the opening of a Card Account, the Card may also be used by Cardholder as a debit and ATM card, “Smart” card, for point of sale purchases and other functionality that may be developed from time to time for use with the Card Account.

“Card Account” means a consumer demand deposit account opened at Bank that may be accessed by use of the Card.

“Card Agreement” means the terms of use for the Card linked to an account at Bank between Bank and a Cardholder, as may be amended by Bank from time to time.

“Card Networks” means individually or collectively (i) Pulse, (ii) Cirrus, (iii) Jeannie, and (iv) any other bank card network that processes and settles debit and ATM card transactions and appears on the Cards, and any successor organization or association to any of the foregoing.

“Card Network Regulations” means the rules and regulations of a Card Network.

“Cardholder” means either a student or alumni of, or faculty or staff member employed by, the University, that has been issued a Card.

“Customer” means any Cardholder that also has customer relationship and a linked Card with Bank.

“Eligible Cardholders” means and shall include all students enrolled at the University, faculty, staff, alumni and other individuals employed by the University, whether full or part time who are determined by the University to be eligible for a university identification card.

“Linked Cards” means a Card that is linked to a deposit account at Bank.

“Program Administrator” means any of the individuals whom the University and Bank designate as being authorized to perform certain administrative duties as described in this Agreement for the administration of the Program.
"Program Materials" means the materials provided by the Bank to the University from time to time describing the Bank’s marketing efforts and plans, policies and procedures applicable to the Program.

ARTICLE II: DESCRIPTION OF PROGRAM; RESPONSIBILITIES OF BANK AND UNIVERSITY

2.1 Card Production and Card Stock. The Card allows the students, faculty, staff and eligible alumni to use the Card for purposes of identification at the University and grants access to University buildings that are restricted to access only to Cardholders or selected Cardholders as determined by the University. The University requires that all enrolled students, and faculty, staff and eligible alumni to possess a Card for such purposes. The Cards shall include the marks of the Bank and the Card Networks, as may be amended or supplemented from time to time by the Bank provided that the University has agreed to such changes. The University will be responsible for having the Card produced in accordance with the requirements herein. The Bank hereby gives the University the limited right to use the Bank’s logo and information on the Cards during the term provided that Bank has approved such usage in advance. The Cards shall also carry the appropriate University marks, and other information required by university for identification purposes (including but not limited to student or employee identification numbers). University shall maintain a stock of unissued Cards on University premises. University agrees to follow its best practices for maintaining the security of the unissued Cards and agrees to provide the Bank with written notice immediately upon the suspicion or knowledge that any of the unissued Card stock has been lost, stolen or mislaid. University agrees to allow Bank to review the University’s security practices and allow bank to recommend reasonable amendments to supplement such practices including, but not limited to, maintenance with legal and regulatory requirements and Card Network Regulations. In the event that University does not comply with required Card Network Regulations, then Bank may terminate this program for breach in accordance with section 5.2(b).

2.2 Customer Cards. Upon further separate application to the Bank by Cardholder and provided there is approval by Bank, the Cards may be used like a debit card with the ability to (i) access funds from a FDIC insured deposit account with Bank, (ii) use for point-of-sale transactions (iii) access Cardholder salaries and wages received by electronic direct deposit to a Card Account, or (iv) to access student benefits via electronic direct deposit to a Card Account. Each Customer Cardholder can use his/her Card to withdraw, spend, or transfer the balance in his/her Card Account in any of the ways described in the Card Agreement between the Customer and the Bank.

2.3 Card Sponsor and Financial Services. During the Term of this Agreement, University expressly acknowledges and agrees that Bank shall be the sponsor of Cards provided by University to any Eligible Cardholders at the University for identification purposes. When the University’s student refund program service contracts come up for renewal and where Fifth Third can accommodate the request, and when no other prescribed process is mandated by government regulations, the University will consider granting Bank the right to offer Financial/Banking Services at the University and University sponsored events and promotions, including, but not limited to, marketing and communication
materials and the University’s Internet Site as further described herein. The Parties understand and acknowledge that the University’s University Relations department has oversight, including design approval of all marketing information to be included on University’s Internet Site. University also agrees to grant Bank a license to place ATMs on the University Campus or in University buildings as more fully described in Exhibit 1 attached hereto and made a part hereof by references.

To better serve the campus community and compliment the offering of the Kennesaw State Campus Card, Fifth Third shall have the opportunity to operate an on-campus location on the University campus throughout the term of this Agreement unless said operation is terminated earlier by either party. This on-campus location (once operational), such location to be determined in the sole discretion of the University with input from Bank, will provide convenient, financial services to the students, faculty and staff that desire to be Customers and to assist with Campus Card activation. (See Exhibit 1 attached hereto and made a part hereof by references.)

2.4 **Access and Marketing to Eligible Cardholders.** University shall permit the Bank to market the Bank’s Banking Services to Eligible Cardholders, including, but not limited to, checking accounts (including those linked to the Card) and the Program. Such marketing by Bank shall be done at Bank’s expense. This may include, but is not limited to, the Bank’s participation in new hire orientation, Freshman and new student orientations and at other campus events (e.g. Market Day, Big Owl Bus, Bazaar on the Bricks, registration days, athletic events) as determined by University. All marketing activities shall be preapproved by University and will be subject to applicable University policies and procedures of the various University units sponsoring the events.

2.5 **Administration and Issuance of Cards.** (a) **Card Issuance by the University.** Promptly following the execution of this Agreement, the Bank and the University shall agree upon the date when the University shall begin issuing identification Cards; provided, however, that each of Bank and University understand that time is of the essence in beginning the Program, and unless otherwise determined and agreed in writing, the University and Bank agree that such date shall be no later than May 31st, 2013 (the “Program Launch Date”). The University shall use its best efforts to obtain and maintain the correct personal identification information concerning the Cardholder to conform to the University’s records and each such Cardholder shall be either a student, alumni, faculty or staff member of University. The University shall issue Cards to all Eligible Cardholders beginning on or after the Program Launch Date and to complete such issuance prior to September 15th, 2013. Cards shall be issued to new Eligible Cardholders throughout the Term of the Agreement. Upon issuance of a Card, the University agrees to provide the Cardholder information outlining the opportunity to the Cardholder from Bank to become a Customer and establish a Linked Card. The University shall have final authority on what information and how said information shall be shared provided that the University shall not require Bank to adjust or remove anything required to be included by law, regulation or applicable supervisory or governing authority.
(b) Card Replacement. As soon as practicable, and upon receipt of a replacement fee by the Cardholder, the University shall issue a replacement Card to each Cardholder that has had a Card stolen, lost or destroyed. The University agrees to explain to such Cardholder that upon reissuance by the University that the Cardholder will need to have the Card's banking functionality activated as appropriate by the Bank. The University acknowledges and agrees that if a Customer reports a lost Card to the Bank that the Bank may issue a temporary replacement debit card that cannot be used as an identification card at University. The Bank agrees to explain to such Cardholder that Cardholder will need to obtain a replacement University identification card with the University.

(c) Revocation of Cards. The University may, in its sole discretion, revoke the privileges of any Cardholder with respect to identification or access on the University campus. However, such Customer Cardholder may remain an Account holder at Bank. As a Customer of the Bank, the Bank Customer may receive a replacement debit card from Bank without the University identification and access features. The Bank may also in its sole discretion revoke the Cardholder’s Card with respect to any rights or privileges the Cardholder maintains as a Customer of Bank under the terms of its agreement with Customer. Neither University nor Bank shall be responsible for the actions of the other party relative to issuance or revocation of the Cards.

(d) Card Cancellation. A Cardholder with a Linked Card must contact both the University and the Bank to cancel a lost or stolen Card. The University and the Bank shall place appropriate cancellation contact numbers on the back of each Card. The Bank will not accept notice from the University with respect to the cancellation or termination of any Card that is tied to a Card Account; nor is Bank responsible for notifying University that a Cardholder has notified Bank about a lost or stolen Card.

(e) Card Systems. University and Bank agree that any new computer systems or software that replaces either of its systems on or after the Effective Date shall be able to produce Cards and maintain compatibility with the systems that are able to provide Cards as on the Effective Date. Each party agrees to provide notice of a change to such system no less than one hundred twenty (120) days prior to any such outage due to a systems conversion that would leave the University or Bank unable to produce Cards. University and Bank further agree not to undertake any systems conversion, replacement or material maintenance during a significant Card issuance event (e.g., new student enrollment).

2.6 Compliance with laws, orders, guidance requirements and regulations. The Parties recognize that Bank and the University are required to comply with certain applicable state, federal, local supervisory and regulatory laws, orders, regulations, requirements and guidelines, including (for the Bank) but not limited to the FFIEC Guidelines, and rule and guidelines of the Federal Reserve and the CFPB. In the event that any such compliance requires either the Bank or the University to make changes to this Agreement to be in compliance, then Bank and the University shall work together in good faith to make such changes as may reasonably be required so that such party may comply. If the parties are unable to agree to any required changes, then either party may terminate this Agreement by providing thirty days prior written notice unless such change does not
reasonably permit such thirty days advance notice in such case the termination may be immediate.

2.7 Collaborative Programs. Financial literacy is a priority to both University and Bank. The parties agree to collaborate in the development of financial literacy/education programs that benefit students, faculty, staff and alumni.

2.8 Complaints. In the event that the University learns of any Customer complaints regarding the Linked Card or the Card Account or forward any written complaint to the Bank, the University agrees to direct the Customer to share the complaint with the Bank. The University will also share, any and all complaints it may receive from Customers relating to the Card Account in an anonymous manner to the Bank as to preserve the confidentiality of such Customer but to share the substance of the complaint to the Bank. Bank may address such complaints as may be deemed necessary in Bank’s sole discretion regarding the Card Account or Linked Card. In the event that University has any complaints relating to the Card which would impact the Bank which impact includes without limitation reputational concerns for the Bank, then University will share such complaints with the Bank, and University and Bank will address and modify the root cause of such complaints.

The parties agree and acknowledge that satisfactory public relations with students, faculty, staff and alumni and visitors to the University are important aspects of University’s services to its constituencies and the Bank’s services to its customers. In the event University is not reasonably satisfied with the quality of public relations rendered by Bank, Bank agrees to reasonably cooperate with the University and take reasonable and appropriate actions to resolves those situations which would be detrimental to such public relations. University agrees to take reasonable and appropriate actions to resolve those situations which would be detrimental to Bank’s public relations with the students, faculty, staff, alumni and visitors as well. Bank agrees that it will offer competitive products and services, competitive in nature to other banks of a similar size, to the Eligible Cardholders.

ARTICLE III: REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 University hereby represents and warrants to Bank as follows:

(a) Organization and Authority. University is a unit of the University System of Georgia, not for profit, providing higher education, duly organized, validly existing, institution providing higher education and in good standing under the laws of the State of Georgia. The University has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The University has fulfilled all Board of Regents requirements, if any, including without limitation procurement requirements necessary for the execution of this Agreement.

(b) Authorization, Conflicts, and Enforceability. The execution and delivery of this Agreement and the performance of the terms hereof by the University have been duly authorized by all necessary action on the part of the University. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated by the
University do not conflict in any material respect with, or constitute a material default under, the organizational documents of the University, or, to University’s actual knowledge, does not violate any applicable laws, rules, regulations, or orders, or any contract, instrument, Board of Regent requirements, or other agreement, whether written or oral, to which University is a party or by which the University is bound except to the extent that any such conflict, default, or violation would not have a material adverse effect on the transactions contemplated hereby. This Agreement constitutes the legal, valid, and binding obligation of the University, enforceable against the University in accordance with its terms.

3.2 Bank hereby represents and warrants to the University as follows.

(a) Organization and Authority. Bank is an Ohio banking corporation duly organized, validly existing, and in good standing under the laws of the state of Ohio. Bank has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Bank has the necessary permissions to legally conduct banking business in the state of Georgia.

(b) Authorization, Conflicts, and Enforceability. The execution and delivery of this Agreement and the performance of the terms hereof by Bank have been duly authorized by all necessary action on the part of Bank. The execution and delivery of this Agreement and the consummation of the transactions herein contemplated by Bank, on behalf of itself and all of its Affiliates, does not conflict in any material respect with, or constitute a material default under, the organizational documents of Bank, or, to Bank’s actual knowledge, does not violate any applicable laws, rules, regulations, or orders, or any contract, instrument, or other agreement, whether written or oral to which Bank is a party or by which Bank is bound except to the extent that any such conflict, default, or violation or would not have a material adverse effect on the transactions contemplated hereby. This Agreement constitutes the legal, valid, and binding obligation of the Bank, enforceable against Bank in accordance with its terms.

3.3 The parties acknowledge that the Federal Education Right to Privacy Act ("FERPA") prohibits the disclosure by the University of “personally identifiable information” regarding any of its students without the written consent of each such student with the exception of the disclosure of “directory information.” Directory information, pursuant to FERPA and University policy is limited to the name and dates of enrollment of each student, unless such student has specifically requested that his or her implied consent to the release of directory information be withdrawn and not disclosed by the University. Notwithstanding any provisions of this Agreement to the contrary, the University shall not disclose any personally identifiable information concerning any of its students except as permitted by FERPA.
ARTICLE IV: BANK COMMUNICATION, MARKETING AND CONTACT WITH CARDHOLDERS

4.1 Bank Communication and Presence at the University.

(a) University may assist and shall permit the Bank to market the Bank’s financial services to students, alumni, graduates (including alumni and off campus) faculty and staff, including checking accounts, and the bankable identification card program by informing Bank of marketing opportunities and allowing Bank access to permissible University opportunities to market the Card Account. This may include, but is not limited to, the Bank’s participation in new hire orientation, Freshman orientation and at other campus events (e.g., Market Day, Big Owl Bus, Bazaar on the Bricks, registration day or new student enrollment day) and inserting mutually agreed upon information in the Wise Owl Student Guide regarding the Card Account as determined and agreed to by University. Parties agree that all marketing activities by Bank shall be preapproved by University and shall be subject to University Relations oversight relative to University policies and regulations of the various University units sponsoring the events. Cardholders that become Customers with Linked Cards may also receive marketing and other material that Bank provides to its Customers generally from time to time.

(b) University and Bank agree to work together to coordinate and carry out the marketing concepts contemplated by this Section 4.1. Bank acknowledges that University is a highly decentralized organization, and that various campus units will have oversight or jurisdiction of the various marketing venues and activities requiring coordination and collaboration.

(c) Relationship Management Meetings. Bank and University agree that during the Term of this Agreement the parties will meet on at least a monthly basis (or such other period as may be mutually agreed upon by the parties) and as otherwise required to achieve the objectives of this Agreement to support and coordinate the relationship between Bank and University. This support will include discussions regarding policies, procedures, guiding principles of the relationship, issues associated with each party’s performance of their respective obligations under this Agreement, allocation of resources and other matters specifically relating to this Agreement and measurement of participation in the Program.

4.2 Promotion, Marketing and Related Support. Without limiting the commitments of University or Bank as otherwise set forth in this Agreement and subject to the provisions of Article III, paragraphs 3.3 and 3.4, University and Bank agree to coordinate marketing and promotional efforts of the Program by posting information about the Program and Bank’s relationship with the University on the University’s Internet site including the Bank’s logo and a link to the Bank’s Internet Site and inserting information into the Student Wise Owl Guide about the Card Accounts. University will have final approval of all marketing materials and placement through the University Relations department.
ARTICLE V: TERM AND TERMINATION OF AGREEMENT

5.1 Term of Agreement. The term of this Agreement begins on the Effective Date and shall continue for a one year term with six (6) yearly renewals ("Term") unless otherwise terminated pursuant hereto. It is the intent of the parties that the Term of this Agreement is concurrent with the Naming Rights Sponsorship Agreement. Thereafter, the parties may agree to renew this Agreement for an additional Term or as otherwise as mutually agreed between the parties. In the event that the Agreement terminates, University agrees to re-issue new student ids to Eligible Cardholders that do not contain Fifth Third’s logo within three months of termination.

5.2 Non-bankruptcy Termination.

(a) Automatic Termination. Notwithstanding anything herein to the contrary, this Agreement shall terminate automatically in the event that the University or Bank is prohibited by law, regulation or regulator authority or Bank is otherwise prevented from providing the Cards under the Program by a Card Network.

(b) Termination upon Material Breach. Either party may terminate this Agreement if the other party is in material breach under the terms of this Agreement (including non-payment) and has not cured such breach within sixty (60) days after written notice of demand for cure has been provided by the non-breaching party.

5.3 Termination due to Bankruptcy or Other Similar Events. In the event of the occurrence of any of the following events (each, a "Termination Event"), each party shall have the right to terminate this Agreement immediately upon providing written notice to the other party: (a) the commencement of any bankruptcy, insolvency, reorganization, dissolution, liquidation of debt, receivership or conservatorship proceeding or other similar proceeding under federal or state bankruptcy, debtors relief, or other law by or against the other party; or (b) the suspension or termination of business or dissolution of, or the appointment of a receiver, conservator, trustee or similar officer to take charge of, a substantial part of the property of the other party.

ARTICLE VI: PAYMENT AND EXPENSES

6.1 Payment and Expenses for Program Deliverables. The Bank agrees to make the payments as set forth in Schedule 1 attached hereto and made a part hereof. ARTICLE

ARTICLE VII: LIMITATION OF LIABILITY

7.1 Limitation of Liability. The liability of the Bank to the University for any loss or damage arising from or relating to this Agreement, regardless of the form of action, shall be limited to direct damages attributable to the negligence or willful misconduct by the Bank, and in no event shall the Bank be liable for any incidental, indirect, exemplary, consequential, punitive or special damages or lost profits, even if Bank has been advised of the possibility of such damages or lost profits.
7.2 **Force Majeure.** The Bank shall not incur any liability for any failure or delay in carrying out any of its obligations under this Agreement if such failure or delay results from the Bank acting in accordance with applicable laws or applicable Card Network rules or regulations, or from acts of God, strike or stoppage of labor, power failure, system, network, or equipment failure, adverse weather conditions or any other cause beyond the Bank’s control. The Bank shall have no responsibility and shall incur no liability for any act or failure to act by any other financial institution, Card Network or card association, or any other third party, including, without limitation, the refusal of any vendor to honor any Card.

**Article VIII: Miscellaneous**

8.1 **Amendments, Etc.** No amendment or waiver of any provision of this Agreement, and no consent to any departure by Bank or University here from, shall in any event be effective unless the same shall be in writing and signed by both parties, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

8.2 **Notices.** All notices, demands and other communications hereunder shall be in writing and shall be delivered (i) in person, (ii) by United States mail, certified or registered, with return receipt requested, (iii) by national overnight courier with record of successful delivery retained (e.g., FedEx), or (iv) by telex or email; provided that the telegraph or email is promptly confirmed by telephone confirmation thereof, to the person at the address set forth below, or such address as may be designated in writing hereafter, in the same manner, as follows:

If to the Bank:

    with copy to: Fifth Third Bank
    (which shall not e/o Fifth Third Bancorp
    constitute notice) 38 Fountain Square Plaza, MD 10AT76
    Cincinnati, OH 45263
    Attn: Legal Department
    Fax No.: 513-534-7450

    with further copies to: Fifth Third Bank
    Bankcard Senior Product Manager
    38 Fountain Square Plaza, MD 10907E
    Cincinnati, OH 45263
    Attn: Mike Wolf
    Fax No.: 513-534-7678
If to University:
Kennesaw State University
Attention: Randy Shelton
Executive Director
Auxiliary Services and Programs
1000 Chastain Road
MD 4800, House 48
Kennesaw, GA 30144
Telephone: 770-499-3193
Fax No: 678-797-2440

With a copy to:
Kennesaw State University
Attention: Ms. Maria Britt
1000 Chastain Road
Kennesaw Hall 4425
MD 0107
Kennesaw, GA 30144
Telephone: 770-423-6021

with a further copy to:
Kennesaw State University
Attention: Flora B. Devine, Esq.
General Counsel
1000 Chastain Road
Md 9115 (TownPoint Bldg 3391) Ste 3400
Kennesaw, GA 30144
Telephone: 770-499-3562
Fax No: 770-420-4410

The persons or addresses to which mailings or deliveries shall be made may be changed from time to time by notice given pursuant to the provisions of this Section 8.2. Any notice, demand or other communication given pursuant to the provisions of (a) Section 8.2(ii) shall be deemed to have been given on the earlier of the date actually delivered or five (5) days following the date deposited in the United States mail, properly addressed, postage prepaid, as the case may be, (b) Section 8.2(iii) shall be deemed to have been given one (1) business day after being sent by such overnight courier, and (c) Section 8.2(iv) shall be deemed to have been given on the date of electronic confirmation of receipt.

8.3 **No Waiver; Remedies.** No failure by Bank or University to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

8.4 **Third Party Beneficiaries.** None of the parties to this Agreement intends this Agreement to benefit or create any right or cause of action in or on behalf of any person other than Bank or University and their respective permitted successors and assigns.
8.5 **Successors and Assigns.** All terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement and the rights, privileges, duties and obligations of the parties hereto may not be assigned or delegated by any party without the prior written consent of the other party; provided, however, that such consent shall not be required (a) for the assignment by any party of its rights and privileges hereunder to a person or entity controlling, controlled by or under common control (based on ownership of voting rights) with such party (it being understood that no such assignment shall relieve the assigning party of its duties or obligations hereunder) or (b) for the assignment and delegation by any party of its rights, privileges, duties, and obligations hereunder to any person into or with which the assigning party shall merge or consolidate or to which the assigning party shall sell all or substantially all of its assets.

8.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to any applicable conflicts of laws.

8.7 **Entire Agreement.** This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Agreement. All amendments and modifications of this Agreement must be in writing and signed by an authorized representative of each party.

8.8 **JURISDICTION.** THE PARTIES AGREE THAT JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY ANY PARTY PURSUANT TO THIS AGREEMENT SHALL BE FILED IN COBB COUNTY, GEORGIA; OR THE FEDERAL COURT FOR THE NORTHERN DISTRICT COURT OF GEORGIA. BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO SUCH ACTION. THE PARTIES IRREVOCABLY AGREE THAT VENUE WILL BE PROPER IN ANY SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF ANY SUCH ACTION. THE PARTIES FURTHER AGREE THAT THE MAILING BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OF ANY PROCESS REQUIRED BY ANY SUCH COURT SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT.

8.9 **Enforcement of Agreement.** The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof being in addition to any other remedy to which they are entitled at law or in equity.
8.10 Independent Contractors. Nothing contained in this Agreement shall be construed as constituting a partnership, joint venture or agency between or among any of the signatories hereto. Rather, the signatories hereto shall be deemed independent contractors for all purposes.

8.11 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

8.12 Counterparts; Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties acknowledge that delivery of executed counterparts of this Agreement may be effected by a facsimile transmission or other comparable means, with an original document to be delivered promptly thereafter via overnight courier.

8.13 Captions. The captions contained in this Agreement are for reference purposes only and are not part of this Agreement.

8.14 Confidentiality.

(a) Confidential Information. It is anticipated that it will be necessary in connection with their obligations under this Agreement, for the parties to disclose to each other proprietary information, including technical, economic, financial and marketing information, which such party considers confidential, including, but not limited to, the terms of this Agreement, and the financial compensation paid under the terms of this Agreement, as well as non-public personal information (as defined in 12 CFR Part 332) or otherwise as covered student data and information under The Family Educational Rights and Privacy Act ("FERPA") of the Cardholders and Eligible Cardholders (collectively, "Confidential Information") and subject to any additional terms and conditions of paragraphs 3.3 and 3.4 above. Without limiting either party’s obligations as set forth in this Agreement, neither party shall be required to disclose information that would result in a violation of FERPA.

(b) Confidentiality and Limited Use.

(i) With respect to all Confidential Information, the parties agree as follows, it being understood that “recipient” indicates the party receiving the Confidential Information from the other “disclosing” party. Confidential Information disclosed to the recipient shall remain the property of the disclosing party and shall be maintained in confidence by the recipient with the same care and diligence as the recipient maintains its own Confidential Information. Confidential Information shall not be disclosed to third
parties by the recipient and, further, shall not be used except for purposes contemplated in this Agreement.

(ii) In the event any party becomes legally compelled to disclose any of the Confidential Information, such party will, if legally permitted, provide to the other parties prompt notice so that each other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or compliance with the provisions of this Agreement is waived, a party will furnish only that portion of the Confidential Information which is legally required, and to the extent requested by the other party, will exercise its commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. Nothing contained in this Section 8.14 shall require Bank to give any notices concerning or restricting Bank from providing Confidential Information to its banking regulators as part of their periodic oversight and examination.

(iii) The provisions of this Section 9.14 shall not apply to information which: (i) is in the public domain or in the possession of the receiving party without restriction at the time of receipt under this Agreement (except to the extent that information with respect to the University or the Bank and its business was available to the University or Bank respectively as a result of Bank’s direct or indirect prior ownership of the business now conducted by University); (ii) is used or disclosed with the prior written approval of the disclosing party; (iii) is independently developed by the receiving party without use of the other party’s Confidential Information; (iv) is or becomes known to the receiving party from a source other than the disclosing party without breach of this Agreement by the receiving party; or (v) is ordered to be released by a court of competent jurisdiction or appropriate regulatory authority, but in such a case the party required to disclose the information, to the extent possible and permissible, shall provide the other party with timely prior notice of the requirements and coordinate with such other party in an effort to limit the nature and scope of the required disclosure.

(iv) Both parties agree that the terms and conditions of this Agreement shall be treated as confidential information and that no reference to the terms and conditions of this Agreement or to activities pertaining thereto can be made in any form without the prior written consent of the other party, except for information required to be disclosed by the Georgia Open Records Act; provided, however, that the general existence of this Agreement shall not be treated as confidential information and that either party may disclose the terms and conditions of this Agreement: (a) as required by any court or other governmental body or regulator; (b) as otherwise required by law including a party’s obligations under applicable securities laws; (c) to legal counsel of the parties; (d) in confidence, to accountants, banks, ratings agencies, proposed investors, and financing sources and their advisors; (e) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement; or (f) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.
(v) In the event of an unauthorized disclosure or use of any Confidential Information, the party that was subject to the unauthorized disclosure or use shall notify the other party on the next business day following knowledge of such disclosure. To the extent not restricted by law or regulation, the report of such unauthorized disclosure shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Confidential Information used or disclosed; (iii) the individual making the unauthorized use or received the unauthorized disclosure; (iv) what the disclosing party has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the disclosing party has taken or shall take to prevent future similar unauthorized use or disclosure. The disclosing party shall provide such other information as reasonably requested by the non-disclosing party.

(c) Disclosures to Personnel. Recipient agrees to advise those of its officers, directors, employees, associates, agents, and consultants who become aware of the Confidential Information of the confidentiality and limited use obligations detailed in this Section 8.14, and agrees, prior to any disclosure of Confidential Information to such individuals or entities, to cause them to be bound by obligations of confidentiality and limited use of the same stringency as those contained in this Agreement.

(d) Return of Confidential Information. Upon termination of this Agreement, originals and copies of Confidential Information in written or other tangible form will be returned to the disclosing party by recipient or destroyed with destruction certified by a senior officer of the recipient. Notwithstanding anything contained herein to the contrary, however, it is understood and agreed that each party reserves for itself the right to retain copies (paper or electronic) of any information, including Confidential information, that is presented to its Board of Directors or is otherwise necessary in accordance with its record retention procedures and systems for legal, compliance or regulatory purposes. Each party shall maintain the confidentiality of any such retained record to the same extent required under this Agreement.

(e) Customer Information. With respect to any Cardholders that become or are Customers and that are consumers, it is agreed that federal and state law requires Bank to maintain such information are confidential and restrict disclosure of such information University agrees that it shall not have access to such information about Customers and that Bank is bound by law and regulation and Bank's Consumer Confidentiality Agreement to maintain such information as confidential and only use such information in compliance with applicable law, regulation and the Bank's policies.

(signatures on following page)
IN WITNESS WHEREOF, the parties hereto have caused this Campus Card Program Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

UNIVERSITY:

BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
by and on behalf of KEMESAW STATE UNIVERSITY

By: ____________________________
Name: Randy C. Hinds
Title: Vice President for Operations

BANK:

FIFTH THIRD BANK

By: ____________________________
Name: __________________________
Title: __________________________
Schedule 1 - Fees and Payments

1. Initiation Sponsorship of Cards: The one time sponsorship payment for the Cards by Bank shall be in the amount of $100,000.00.

2. Annual Re-carding Sponsorship Payment: Beginning on June 30th, 2014, the Bank will contribute $1.00 per new Freshman or Transfer Campus Card that is issued.

3. Annual Enrollment Sponsorship Payment, based on entire campus population (total students, faculty and staff):

   Applicable after the end of the second year of the Program:

   
<table>
<thead>
<tr>
<th>Percentage Range</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-19%</td>
<td>$0</td>
</tr>
<tr>
<td>20%-39%</td>
<td>$20,000</td>
</tr>
<tr>
<td>40%-54%</td>
<td>$45,000</td>
</tr>
<tr>
<td>55%-69%</td>
<td>$75,000</td>
</tr>
<tr>
<td>&gt; 70%</td>
<td>$100,000</td>
</tr>
</tbody>
</table>

The annual enrollment sponsorship percentage shall be measured at the end of each school year beginning in the second year of the Card Program. The annual enrollment calculation will be based on the total number of customers with Linked Cards as of April 30th of each year, divided by the Eligible Cardholders as determined by the official enrollment of Kennesaw State University as of September 15th of the prior year.
FIRST AMENDMENT TO CAMPUS CARD SPONSORSHIP AGREEMENT

THIS AMENDMENT (this “Amendment”) to the Agreement, is intended to be effective as of July 1, 2016 (“Amendment Effective Date”), and is entered into by and between the Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University, located at 1000 Chastain Road, Kennesaw, Georgia 30152 (“Institution”) and Fifth Third Bank, located at 38 Fountain Square Plaza, Cincinnati, Ohio 45263 (the “Bank”).

RECITALS:

WHEREAS, the Institution and Bank are parties to that certain Campus Card Sponsorship Agreement, dated as of May 31, 2013 (the “Agreement”);

WHEREAS, the parties desire to amend the Agreement in order to add the following terms so that the Agreement will comply with federal regulations which will go into effect on July 1, 2016; and

WHEREAS, the Institution and Bank are required to comply with certain applicable provisions as set forth by federal regulations.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Institution and Bank hereby agree as follows:

1. Bank and Institution hereby agree that Section 2.2 of the Agreement shall be deleted in its entirety and that Section 2.2 shall be amended as follows:

“2.2 Customer Cards. Upon further separate application to the Bank by Cardholder and provided there is approval by Bank, the Cards may be used like a debit card with the ability to (i) access funds from a FDIC insured deposit account with Bank, (ii) use for point-of-sale transactions (iii) access Cardholder salaries and wages received by electronic deposit to a Card Account, or (iv) to access student benefits via electronic direct deposit to a Card Account. Each Customer Cardholder can use his/her Card to withdraw, spend or transfer the balance in his/her Card Account in any of the ways described in the Card Agreement between Customer and the Bank. For the avoidance of doubt, Customers do not incur costs from Bank for opening “student checking” Card Accounts or initially receiving or validating Cards, and fees assessed are consistent with and within prevailing market rates.”

2. Bank and Institution hereby agree that Section 2.6 of the Agreement shall be deleted in its entirety and that Section 2.6 of the Agreement shall be amended as follows:

“2.6 Compliance with Laws, Orders, Guidance, Requirements and Regulations. The Parties recognize that Bank and the University are required to comply with certain applicable state, federal, local supervisory and regulatory laws, orders, regulations, requirements and guidelines, including (for the Bank) but not limited to the FFIEC Guidelines, and rules and guidelines of the Federal Reserve and CFPB, as well as (for the University) Title IV of the Higher Education Action of 1965 and the operative interpretation of such regulations by the United States Department of Education. In the event that any such compliance requires either Bank or University to make changes to this Agreement to be in compliance, then Bank and the University shall work together in good faith to make such changes as may reasonably be required so that such party may comply. If the Parties are unable to agree to any required changes, then either Party may terminate this Agreement by providing thirty days prior written notice unless such
change does not reasonably permit such their days advance notice in such case the termination may be immediate.”

3. Bank and Institution hereby agree that Section 5.2(b) of the Agreement shall be deleted in its entirety and that Section 5.2 of the Agreement shall be amended as follows:

“(b) Termination upon Material Breach. Either Party may terminate this Agreement if the other Party is in material breach under the terms of this Agreement (including material non-payment, material failure to resolve cardholder complaints, or mutual determination that fees imposed under this Agreement are, when considered as a whole, materially inconsistent with or materially above market rates) and has not cured such material breach within sixty (60) days after written notice of demand for cure has been provided by the non-breaching party.”

All other terms and conditions of the Agreement shall remain in full force and effect. In the event the terms of the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall govern. For the avoidance of doubt, capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Agreement.

IN WITNESS WHEREOF, the Institution and Bank have caused this Amendment to be executed as of the Amendment Effective Date.

INSTITUTION

By: __________________________________________
Name: _________________________________________
Title: __________________________________________
Date: __________________________________________

BANK

By: __________________________________________
Name: _________________________________________
Title: __________________________________________
Date: __________________________________________