



**AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT**

This Amendment No. 1 ("**Amendment**") is entered into by The Regents of the University of California, a California public Corporation on behalf of the University of California ("**Customer**" or "**UC**" and may be referred to as a "Principal Procurement Agency" in material provided by OMNIA Partners) and U.S. Bank National Association ("**U.S. Bank**"). This Amendment shall be effective as of the date above U.S. Bank's signature block ("**Effective Date**").

RECITALS

- A.** Customer and U.S. Bank entered into the Professional Services Agreement #UCOP-319, dated January 1, 2018, as amended, supplemented or otherwise modified (collectively, the "**Agreement**" and may be referred to as a "Master Agreement" in material distributed by OMNIA Partners);
- B.** The parties desire to modify the Agreement to include a new pricing model for entities that are marketed to U.S. Bank for participation in a commercial card program; and
- C.** Customer and U.S. Bank now desire to modify the Agreement in the manner and on the terms and conditions set forth in this Amendment.

Now, therefore, for and in consideration of the mutual promises contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Customer and U.S. Bank agree to the following:

- 1. Definitions.** Capitalized terms used but not defined herein shall have the meaning given to such terms in the Agreement.
- 2. Piggyback Customers.** Section II.K, Piggyback Clause, is hereby amended and restated in its entirety as follows:

K. *Piggyback Clause.

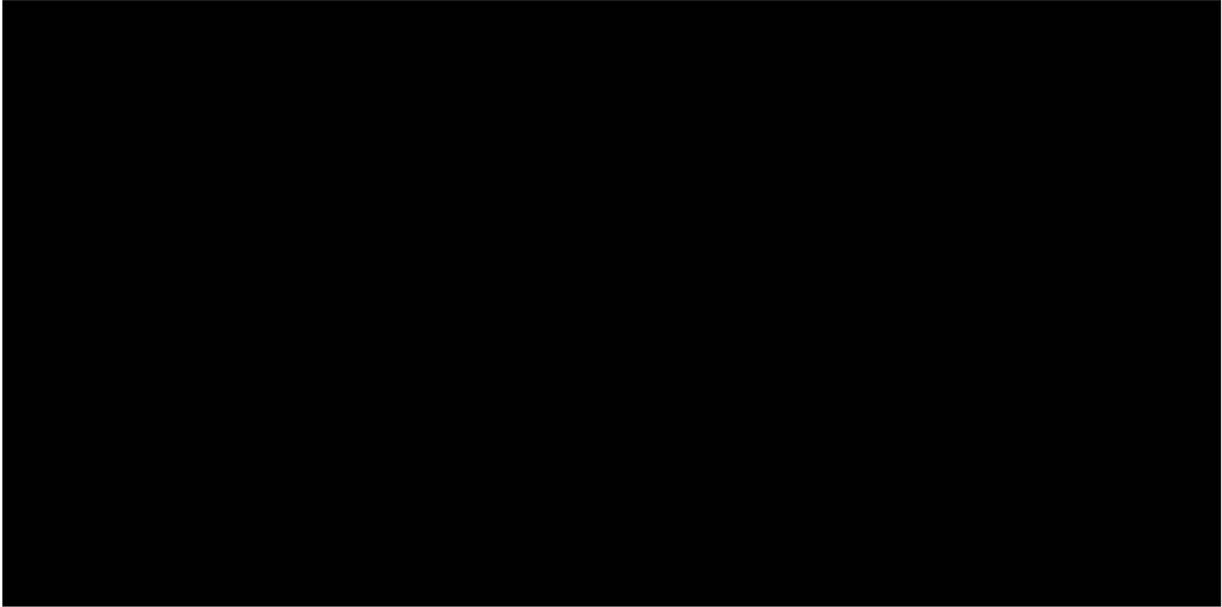
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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



- 3. **Pricing.** The attached schedule is hereby added and incorporated into the Agreement at and as Schedule 6.
- 4. **Incorporation.** The recitals provided above and any schedules or exhibits attached hereto are incorporated in this Amendment by reference as if set forth at length.
- 5. **No Further Modifications; Full Force and Effect Conflicts.** Except as expressly modified in this Amendment, all other terms and conditions of the Agreement are acknowledged by the parties and remain in full force and effect. The terms of this Amendment control over any inconsistent terms of the Agreement.
- 6. **Third Party Consent.** Customer represents and warrants to U.S. Bank that the consent or approval of no third-party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Customer has obtained any and all such consents or approvals. Customer will indemnify and hold U.S. Bank harmless for any damage that may ensue due to a breach of this representation and warranty.
- 7. **Authorization and Execution.** This instrument may be executed and delivered by the parties electronically, and fully executed electronic versions of this instrument, or reproductions thereof, will be deemed to be original counterparts.

The signer represents and warrants that (i) he or she is authorized by an applicable bylaw, article or other corporate authority to enter into all transactions contemplated by this instrument, and (ii) the signatures appearing on all supporting documents of authority are authentic.

Date: <u>March 23, 2022</u>	Date: <u>March 18, 2022</u>
By Customer: <u>The Regents of the University of California</u> (Please Insert <u>Full</u> Legal Entity Name)	By U.S. Bank: <u>U.S. Bank National Association</u>

E-SIGNED by Paul Williams
on 2022-03-23 18:13:16 GMT

(Signature of Authorized Signer)

Paul Williams

(Printed Name of Authorized Signer)

AVP & Chief Procurement Officer

(Printed Title of Authorized Signer)

E-SIGNED by Scott Edstrom
on 2022-03-18 18:00:30 GMT

(Signature of Authorized Signer)

Scott Edstrom

(Printed Name of Authorized Signer)

Senior Vice President

(Printed Title of Authorized Signer)

J.M.

Schedule 6 National Program Pricing

1. **Scope.** OMNIA Partners and U.S. Bank may market the products and services provided by U.S. Bank to prospective public sector entities and U.S. Bank may offer any such public sector entities marketed to U.S. Bank by OMNIA Partners a rebate opportunity similar to the opportunity set forth in this Schedule 6. Any rebate earned under this Schedule is independent of the rebates offered to Customer and shall not be considered in any calculation set forth in the Agreement. This Schedule 6 provides for the minimum rebate to be offered to a Participating Public Agency and is for illustrative purposes only. Under certain conditions, including, but not limited to large volume or competitive market conditions, U.S. Bank may make additional rebates and incentives available.
2. **Definitions.** Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Agreement. In addition, the following terms shall have the following meanings:
 - 1.1 **"Average Transaction Size"** means the Net Standard Charge Volume divided by the number of Charges that qualify as Net Standard Charge Volume.
 - 1.2 **"Charge-off"** means any amount due and owing to U.S. Bank by a Participating Public Agency, its Participants or Account holders related to the Agreement that is classified as a charge-off under U.S. Bank's then applicable accounting policies.
 - 1.3 **"Charge-off Adjustment"** means the difference between Charge-offs and one-half of Charge-off Recoveries.
 - 1.4 **"Charge-off Recovery"** means an amount equal to any monetary recovery related to a Charge-off.
 - 1.5 **"Combined Charge Volume"** means, for the applicable Rebate Period, the sum of Net Standard Charge Volume and Net Discount Charge Volume.
 - 1.6 **"Discount Interchange Rate Program"** means an interchange rate program where the rates assessed on particular transactions are less than the standard rates. Subcategories subject to differentiated discount volume percentage include transactions processed on large ticket program indicators and transactions assessed at network negotiated rates, all as reasonably determined by U.S. Bank. Transactions subject to Discount Interchange Rate Programs may change from time to time without notification to the Participating Public Agency.
 - 1.7 **"File Turn Days"** means the number of days from the date U.S. Bank funds a Charge to the date of payment, inclusive of the beginning and ending dates.
 - 1.8 **"File Turn Days Payment Performance"** means the weighted average File Turn Days for each Rebate Period.
 - 1.9 **"Net Discount Charge Volume"** means all Charges set forth on the Statement furnished for the Accounts in an Rebate Period that qualify for and have applied to them a Discount Interchange Rate Program, less credits, and net of Charge-off Adjustments for the same Rebate Period. All other Charges, fees, cash advances, fraudulent charges, and chargebacks are excluded from Net Discount Charge Volume.
 - 1.10 **"Net Standard Charge Volume"** means all Charges set forth on the Statements furnished for all Accounts in the Rebate Period other than those Charges qualifying for and having applied to them Discount Interchange Rate Program, less all credits, cash advances, fees, fraudulent charges, chargebacks (other than those counted as fraudulent charges) and net of Charge-off Adjustments for the same Rebate Period.
 - 1.11 **"Rebate Period"** means a 12-month period beginning with the first day of the first month following the Effective Date of the Agreement (or if the Effective Date is the first day of the month, on the Effective Date).
3. **Rebate.** Participating Public Agencies may earn a rebate for its One Card and/or Purchasing Accounts.
 - 3.1. **Conditions.** To be eligible for and to retain a rebate, a Participating Public Agency must: (i) satisfy all requirements in Table A; (ii) complete the Rebate Period in which a rebate is earned; (iii) not be subject to an uncured default at the time the rebate payment is due for such Rebate Period; and (iv) in the reasonable determination of U.S. Bank, based primarily upon Participating Public Agency's recent Account spend patterns, have a projected expectation of meeting the volume requirement in Table A for the next Rebate Period. If a Participating Public Agency fails

to satisfy the requirements of this section at the time of the scheduled rebate payment for a particular Rebate Period, U.S. Bank will not be required to pay a Participating Public Agency a rebate payment for such Rebate Period. If a Participating Public Agency's final net rebate is a negative amount, such Participating Public Agency shall reimburse U.S. Bank up to the amount of rebates U.S. Bank has previously paid to that Participating Public Agency.

Table A Requirements	
	One Card and/or Purchasing Accounts
File Turn Day Payment Performance	
Combined Charge Volume	
Minimum Rebate Earned	

3.2. Rebate Calculation. If a Participating Public Agency satisfies all the applicable Table A requirements in a Rebate Period, U.S. Bank will calculate a rebate for the same Rebate Period as follows:

- (a) U.S. Bank will multiply the Net Standard Charge Volume by the applicable percentage on Table B (Performance Percentage) of section 4. However, if the Net Standard Charge Volume for such Rebate Period is less than \$500,000, the amount under this subsection shall be deemed zero.
- (b) U.S. Bank will multiply the Net Discount Charge Volume by the applicable percentage on Table B (Performance Percentage) of section 4.
- (c) U.S. Bank will multiply the Net Standard Charge Volume by the applicable percentage on Table C (Net Standard Charge Volume Percentage) of section 4. However, if the Net Standard Charge Volume for such Rebate Period is less than \$2,000,000, the amount under this subsection shall be deemed zero.
- (d) U.S. Bank will multiply the applicable Net Discount Charge Volume by the applicable percentage on Table D (Net Discount Charge Volume Percentage) of section 4.
- (e) U.S. Bank will add the amounts arrived at in sections 3.2.(a)-(d) to arrive at Participating Public Agency's gross rebate for the Rebate Period.
- (f) U.S. Bank will apply Charge-off Adjustments and remedies, if any, to the gross rebate to arrive at Participating Public Agency's net rebate for the Rebate Period.

For the avoidance of doubt, Section 3.2(f) is only a component in the calculation of the rebate payable for a Rebate Period and does not constitute the netting of any Charge-offs or any other amounts due to U.S. Bank against payments due to OMNIA Participating Public Agency.

3.3. Payment. U.S. Bank will pay Participating Public Agency's net rebate within 90 days after the completion of the applicable Rebate Period. U.S. Bank will pay Participating Public Agency's final net rebate within 90 days after Participating Public Agency satisfies all Obligations and provides written instruction to U.S. Bank to close all Accounts. U.S. Bank may retain and will not be required to pay Participating Public Agency rebate payments less than \$3,500.00. U.S. Bank will not carry forward any rebate payment less than \$3,500.00.

4. Rebate Tables.

Table B Payment Performance Percentage					
File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage	File Turn Days Payment Performance	Performance Percentage

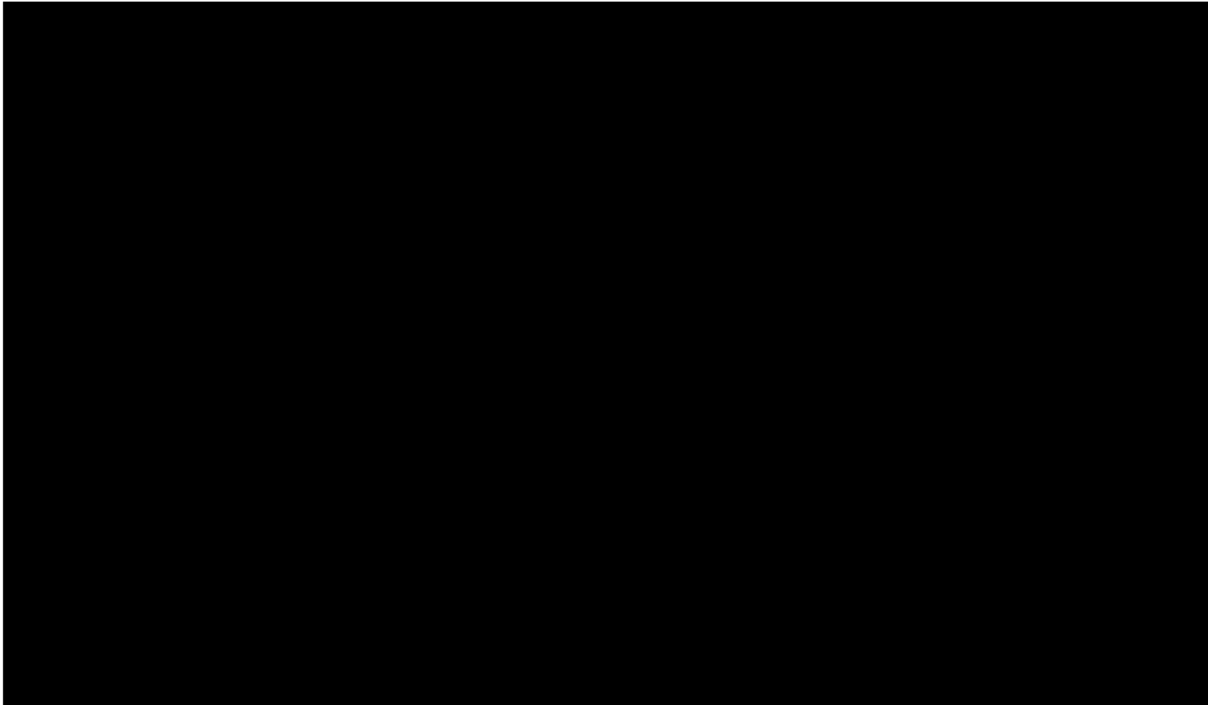


Table C	
Net Standard Charge Volume Percentage	
Net Standard Charge Volume	Volume Percentage

Table D
Net Discount Charge Volume Percentage
Net Discount Charge Volume

5. **No Compensation for Participating Public Agencies.** Any Participating Public Agency's Net Standard Charge Volume, Net Discount Charge Volume, and any other applicable performance metrics shall be excluded from all other compensation calculations made on behalf of Customer, including, without limitation, the compensation calculations made pursuant to Schedule 2, Schedule 3, or Schedule 4 of the Agreement.
6. **Interchange Rate.** U.S. Bank may modify the rebate calculations or values set forth in sections 3 and 4, if existing interchange rates or programs are modified, or if new interchange rates or programs are developed.
7. **Fee Table.**

FEES	
Description	Fee
Annual Account Fee	
Custom Card Design and Production	
Cash Advance Transaction Fee	
Convenience Checks	
Transaction fee	
Returned check fee	
Stop payment fee	
Copy fee	
Delinquency Fee	
Purchase Accounts and One Card Accounts	
Not paid by due date on the entire past due balance	
Not paid by each subsequent Billing Cycle on the entire past due balance	
Electronic Attachment Utility	
Executive Cards	
Executive Platinum Cards	
Expedited Card Delivery Fee	
Foreign Transaction Fee	
Logo Setup Fee	
Non-Sufficient Funds Fee	
Statements	
Paper Statement fee	
Statement copy fee	
Draft copy fee	