TEXAS STATE UNIVERSITY – SAN MARCOS
ATM/PIN-BASED DEBIT CARD AGREEMENT

THIS AGREEMENT (herein “Agreement”) is made and entered into effective as of the 1st day of May, 2005 (“Effective Date”) by and between the Texas State University – San Marcos (herein “University”) and Wells Fargo Bank, National Association (herein “Bank”).

WHEREAS, University offers a multi-purpose identification card (“Bobcat Card”) to all enrolled students in good standing and to all faculty and staff (collectively the “Eligible University Community Members”) that is used to access a variety of University facilities and on-campus services; and

WHEREAS, University desires Bank to provide checking account, ATM, PIN-based debit, and deposit transfer services among other services to Eligible University Community Members in association with and accessed through the Bobcat Card, all as more particularly described herein; and

WHEREAS, Bank seeks to establish new account relationships through its affiliation with University including but not limited to checking accounts with a Bobcat Card linked for ATM/PIN-based debit functionality (“Bobcat Card Bank Account”).

NOW, THEREFORE, for valuable consideration, the parties agree as follows:

1. Term and Options to Extend. The Term of this Agreement shall commence on May 1, 2005 and shall terminate on May 1, 2010, unless otherwise terminated as provided in Section 26 (the “Term”) or unless both parties elect to renew the Agreement for up to five additional one-year terms by giving notice no later than the first day of April 2010 prior to the end of the Term.

2. Grant to Use University Name and Marks. University hereby grants Bank during the Term an exclusive, non-assignable, and irrevocable world-wide license to use, display, reproduce, and otherwise exploit the various logos and other identifying property and marks set forth on Exhibit “A” of this Agreement (collectively, the “University Marks”) for the sole purpose of offering and promoting the financial products and services to Eligible University Community Members through the Bobcat Card program. All applications of the University Marks by the Bank must conform to Exhibit “A,” along with any specifications established by the University
which specifications may be amended from time to time. Bank will make no other use of the University Marks or any other trademark or tradename owned by or associated with the University without, in each case, University's prior explicit written consent. Bank shall deliver all Bobcat Card designs and all promotional and informational materials prepared by Bank that contain any University Mark to University prior to publication for University's prior written consent which consent shall not be unreasonably withheld or unduly delayed.

Bank acknowledges and agrees that University is the owner of the University Marks, that the limited right hereunder to use the University Marks does not confer upon Bank any license or right of ownership of the University Marks, and all use of the University Marks by Bank will inure to the benefit of University. Accordingly, Bank’s limited right to the use of the University Marks for any purpose is solely by reason of this Agreement, and Bank shall not raise or cause to be raised any questions concerning, or objections to the validity of, or the right to the use of, the University Marks or the right of the University thereto, on any grounds whatsoever, or file any application for any mark, or obtain or attempt to obtain ownership of a mark or trade name, in any country of the world, which refers to or is confusingly similar to the University Marks or any mark, design or logo intended to identify the University. Upon expiration or termination of this Agreement for any reason, Bank will immediately cease any and all use of the University Marks or any variation of the University Marks on promotional and informational materials prepared by Bank in connection with this Agreement.

University does not make, and hereby disclaims, any representations or warranties with respect to the University Marks, or with respect to whether the University Marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the University Marks or design as a tradename, trademark or mark. If there is any claim against University or Bank that the University Marks or any modifications thereof, as authorized by University, infringe the rights of another party, University will, at its own expense, defend Bank’s right to use of the University Marks as authorized under this Agreement. In the event any such claim is resolved adversely to University or Bank, or in the event University agrees to discontinue its use of the subject mark(s) in order to resolve any such claim, which it shall have the right to do in its sole discretion, then University agrees to indemnify Bank against any expenses Bank incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks, subject to the limitation of liability set forth in Section 20. University further agrees to indemnify Bank against all liabilities Bank incurs to third parties (including, without limitation damage awards obtained by such third parties against Bank), together with Bank’s reasonable costs of defending against such liabilities (including reasonable attorney fees), arising from Bank’s use of the University Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by the University, Bank agrees to immediately discontinue the use of any University Marks where there has been a claim of infringement and the claim has been resolved adversely to University or Bank, or where University agrees to discontinue use of the marks in order to resolve the claim.
3. **Grant to Use Bank Name and Marks.** Bank hereby grants University during the Term a non-exclusive right and license to use the marks set forth on Exhibit “B” of this Agreement (collectively, the “Bank Marks”) on all Bobcat Cards linked to a Bobcat Card Bank Account and all promotional and informational materials prepared by University in connection with the Bobcat Card under this Agreement. The Bank Marks shall appear on the non-standard version of the Bobcat Card which is linked to a Bobcat Card Bank Account. University will make no other use of Bank Marks without Bank’s prior written consent. University agrees that all products and/or services offered in connection with the Bobcat Card program shall be of a nature and quality commensurate with the nature and quality of the University’s Bobcat Card program. University shall deliver all Bobcat Card designs and all promotional and informational materials prepared by University that contain any Bank Mark to Bank prior to publication for Bank’s prior written consent.

University acknowledges and agrees that Bank is the owner of the Bank Marks, that the limited right hereunder to use the Bank Marks does not confer upon University any license or right of ownership of the Bank Marks and all use of the Bank Marks will inure to the benefit of Bank. Accordingly, University’s limited right to use of the Bank Marks for any purpose is solely by reason of this Agreement, and upon expiration or termination of this Agreement for any reason, University will immediately cease any and all use of the Bank Marks or any variation of the Bank Marks on Bobcat Cards issued after the effective date of such expiration or termination.

Bank does not make, and hereby disclaims, any representations or warranties with respect to the Bank Marks, or with respect to whether such Bank Marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the Bank Marks or design as a tradename, trademark or service mark. If there is any claim against Bank or University that the Bank Marks or any modifications thereof, as authorized by Bank, infringe the rights of another party, Bank will, at its own expense, defend University’s right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or University, or in the event Bank agrees to discontinue its use of the marks in order to resolve any such claim, which it shall have the right to do in its sole discretion, then Bank agrees to indemnify University against any expenses University incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 20. Bank further agrees to indemnify University against all liabilities University incurs to third parties (including, without limitation damage awards obtained by such third parties against University), together with University’s reasonable costs of defending against such liabilities (including attorney fees), arising from University’s use of the Bank Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Bank, University agrees to immediately discontinue the use of any Bank Marks where there has been a claim of infringement and the claim has been resolved adversely to Bank or University, or where Bank agrees to discontinue use of the marks in order to resolve the claim.
Except as set forth in this Section, any change by Bank in the specifications for any of Bank’s Marks will apply only to Bobcat Cards issued or reissued after notice of the change is given to University. University shall be permitted to issue Bobcat Cards using stock which is already on order with the supplier as of the time Bank notifies University of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that University determines that such use is needed to permit its Bobcat Card program to continue without interruption. Notwithstanding any provision of the Agreement to the contrary, if Bank desires to make changes to the Bank Marks or to eliminate the Bank Marks on cards already issued, on order, or in stock with University, Bank shall pay all of University’s costs related to such changes. University shall have no obligation to reissue Bobcat Cards with new Bank Marks solely because Bank assigns this Agreement, merges with another institution, changes its name, or is purchased by another entity, or upon expiration or termination of this Agreement.

4. Royalties to University.
In consideration of the license and grant of rights from the University given to the Bank and more particularly described in the balance of this Agreement, Bank will make royalty payments to the University as follows:

a. Initial Royalty Payment
   Bank will pay $15,000.00 within thirty (30) days of the commencement of this Agreement.

b. Account Royalty Payment
   Bank will pay University for each funded checking account linked to the Bobcat Card for the purpose of ATM/PIN-based functionality and owned by an Eligible University Community Member.

The number of University Bobcat Card Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible checking accounts which have a linked Bobcat Card. Bank will use discrete product and customer identification and will only pay University for one linked Bobcat Card Bank Account per Eligible University Community Member. To be considered for payment, the Bobcat Card Bank Accounts must be in good standing, funded and owned by an Eligible Community Member at the time annual computation is computed. Bank will determine computation in conjunction with University provided list of Eligible University Community Members who are current Bobcat Card holders (e.g., enrolled students, currently employed faculty/staff). The file shall include at a minimum Eligible University Community Member name, student/employee ID number, PAN and class year/faculty/staff designation (as applicable) and will be provided quarterly in an encrypted file format as mutually agreed upon by the parties. File will also include total student enrollment number for academic school year as of September 15th of each year of the Term.
The annual account royalty payment shall be based on the number of eligible checking accounts linked to Bobcat Cards as a percentage of total student enrollment for the academic school year. Eligible checking accounts linked to a Bobcat Card held by faculty and staff will be included in the numerator of the percentage calculation but not the denominator. Accordingly, faculty and staff are not included in total student enrollment figure.

The annual account royalty payment will be calculated based on the following:

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Annual Payment</th>
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<tbody>
<tr>
<td>0% - 19.9%</td>
<td>$15,000</td>
</tr>
<tr>
<td>20% - 24.9%</td>
<td>$20,000</td>
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<tr>
<td>25% - 29.9%</td>
<td>$25,000</td>
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<tr>
<td>30% - 34.9%</td>
<td>$30,000</td>
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<tr>
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<tr>
<td>95% - 99.9%</td>
<td>$95,000</td>
</tr>
<tr>
<td>100%</td>
<td>$100,000</td>
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</table>

Payments described in this Section 4 shall be deemed paid upon receipt by the University at the address indicated herein for receipt of notices pursuant to Section 29.
5. **Bobcat Card Bank Account.**

During the Term, Bank will provide in accordance with this Section 5 a checking account linked to the Bobcat Card (herein “Bobcat Card Bank Account”) for Bobcat Card holders who have requested such an account and who meet Bank’s usual checking account opening underwriting and other requirements, including without limitation a minimum opening deposit of $100.00 by the Bobcat Card holder. Nothing herein prohibits Bank from closing any Bobcat Card Bank Account in accordance with standard deposit account procedures. Eligible University Community Members may choose from a variety of checking accounts offered by Bank. A “linked” checking account is defined as a Bank checking account which has a Bobcat Card linked to it within the Bank’s system, for the purpose of ATM and PIN-based debit purchase functionality.

a. Some Bobcat Card holders may not be eligible for the Bobcat Card Bank Account due to prior negative banking history, or other account opening requirements as Bank may establish from time to time in accordance with applicable law or Bank policy.

b. Only one checking account per Bobcat Card holder shall be considered to be a Bobcat Card Bank Account.

c. Enrolled students may choose the [Wells Fargo College Checking](https://www.wellsfargo.com) account, which has no monthly service fee and no minimum balance requirement or comparable product offered from time to time by Bank. Faculty and staff may choose the [Wells Fargo Membership](https://www.wellsfargo.com) Checking account, which has no monthly service fee and minimum balance requirement provided that the account receives an eligible direct payroll deposit of at least $100 per statement cycle or comparable product offered from time to time by Bank.

d. The Bobcat Card Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Bank’s other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 5 of this Agreement.

e. The Bobcat Card can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS transactions or PIN-based purchases at merchants where Interlink cards are accepted) to a Bank checking account.

f. During the Term, should University decide to process student financial aid and refund payments by electronic means, Bank agrees to accept such electronic refund transactions through the ACH System and make these funds available to University students by direct deposit to student’s Bobcat Card Bank Account or other depository account maintained
by the Bank for the student, all without additional deposit-related processing charges or fees to the student. Fees associated with Bank’s electronic financial aid distribution service are set forth in Attachment A of Bank’s response to RFO dated December 13, 2004 which Attachment is incorporated herein and made a part of this Agreement.

g. Should the University request, Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with a customized URL residing on the University website, dedicated to the Bobcat Card and the Bobcat Card holders, using a design and functionality subject to the approval of the University, which approval shall not be unreasonably withheld or unduly delayed. Bank shall be excused from its failure to perform any obligation under this subsection and shall not be responsible for any delay in such performance, to the extent that such failure or delay is due to the failure of University to provide any required approval. The website shall provide information as mutually agreed by University and Bank, which may include the following features:

i. Information about various account offerings for Bobcat Card holders,

ii. Link to online application to open checking or savings accounts,

iii. Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number,

iv. Link to secure online banking session, and

v. Information about and links to other Bank related products and services.

h. University acknowledges that Bank reviews and revises the terms, conditions, and pricing generally applicable to its deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the Bobcat Card Bank Accounts that it makes generally to its non-Bobcat Card Bank Accounts.

The Bobcat Card Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided however, that University shall have the right to determine where, on the University’s premises, such accounts may be opened. Bank will make its personnel available when agreed to by the parties, at dates, times and places to be agreed upon by the parties, for the purpose of accepting Bobcat Card Bank Account applications from Bobcat Card holders. Bank may accept deposits to Bobcat Card Bank Accounts anywhere and by any means permitted by law, including without limitation Bank’s offices, mobile branches and messengers, and automated teller machines (“ATMs”) or other electronic means of accepting deposits.

Bank may provide, at Bank’s sole expense, Bobcat Card Bank Account application forms to University for distribution to incoming new students to complete and for University to forward
to Bank. Bank shall be responsible for obtaining information from the Bobcat Card holder in connection with the Bobcat Card Bank Account opening. University will not have authority or responsibility to open any accounts or accept any deposits on behalf of Bank. University will have the right to issue replacement Bobcat Cards in accordance with the terms of this Agreement to Bobcat Card holders, whether or not they have a Bobcat Card Bank Account, subject to Section 5 of this Agreement, provided University confirms that the original Bobcat Card has been duly reported as lost or stolen to Bank by the Bobcat Card holder.

Bank has the right to refuse to open a Bobcat Card Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the Bobcat Card program, including the opening of checking accounts for Eligible University Community Members. Additional Bank personnel will be available and assigned as reasonably needed and as mutually agreed upon to support Bobcat Card Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

7. **New Bobcat Card Design and Specifications.** The Bobcat Card version that can be linked to a Bobcat Card Bank Account shall conform to the following specifications. The front side of the Bobcat Card will include the University Mark and design mutually selected by the parties to differentiate the new card from previous Bobcat Cards and other CR80 size cards. The front side shall have these minimum requirements:

   (i) an electronically stored photo of the Bobcat Card holder,
   (ii) the Bobcat Card holder’s relationship to University (faculty, staff, student),
   (iii) the Bobcat Card holder’s first and last name,
   (iv) Wells Fargo logo, and
   (v) 16 digit ISO number.

The reverse side of the new Bobcat Card shall have these minimum requirements:

   (i) magnetic three-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two,
   (ii) the appropriate ATM network “bugs,”
   (iii) the appropriate Debit Point-of-Sale network “bugs,” and
   (iv) instructions for reporting lost, stolen, or found cards.

The Bobcat Card will include such design and functionality as is necessary to provide reasonably such University benefits as University may request, such as access pass to University facilities and University provided financial services.

University shall be responsible for any costs associated with the new design of the Bobcat Card. While University shall cooperate with Bank to create a Bobcat Card design with the intention of maximizing market potential and having an otherwise attractive appearance, University shall retain the right to disapprove a design when it finds the design to adversely impact the professional image or reputation of University or to be otherwise disadvantageous to University.
Notwithstanding anything in this Agreement to the contrary, any provision contained in this
Agreement regarding the design and/or specifications of the Bobcat Card shall be subject to any
applicable card association rules and regulations (such as, without limitation, Visa, MasterCard
and/or ATM networks) and subject to any other applicable law, rules or orders. No additional
marks or logos shall be placed on the Card without prior Bank approval.

It is the University’s responsibility to conduct a trademark/service mark search of the new
campus card name (and logo if applicable). Bank will assist University with an initial
trademark/service mark search if requested by University (at University’s expense). University
agrees to indemnify and hold Bank harmless against all claims, liabilities and judgments Bank
may incur to third parties in the event that the trademark/service mark search is not conducted
or if such search indicates a possible trademark/service mark infringement and University elects
to use the name or card design.

8. Conversion to and Issuance of New Cards; Bobcat Card Cost. Eligible University
Community Members will have a choice of either the University Bobcat Card with exclusive
Bank financial services or a standard University Bobcat Card without the capability to access
Bank financial services. In order to achieve timely conversion and issuance of the new Bobcat
Card, University shall as soon as is practical following the Effective Date of this Agreement,
cooperate with Bank to market the Bobcat Card including the ATM/PIN-based debit
functionality. Bank and University will work together through mutually agreed upon
communication methods including without limitation information in communications that the
University will initiate such as email, campus newspaper, orientation mailings, etc. for the
purposes of educating Eligible University Community Members about the new Bobcat Card
program with optional ATM/PIN-based debit functionality and marketing the same. Bank and
University shall engage in the following activities and take such other measures as are
reasonably calculated and necessary to achieve first issuance of the new Bobcat Cards to all
Eligible University Community Members in August 2005.

<table>
<thead>
<tr>
<th>Step</th>
<th>Description of Activity</th>
<th>Approximate Time</th>
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<tbody>
<tr>
<td>1</td>
<td>Submit and Process Network Applications</td>
<td>70 days from date of signed Agreement</td>
</tr>
<tr>
<td>2</td>
<td>Card Layout, Content and Design Approval</td>
<td>70 days from date of signed Agreement</td>
</tr>
<tr>
<td></td>
<td>Process</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>ATM and Debit Network Setup</td>
<td>60 days from date of signed Agreement</td>
</tr>
<tr>
<td>4</td>
<td>Network Scheduling and Loading of ISO</td>
<td>25 days from completion of Step 1</td>
</tr>
<tr>
<td>5</td>
<td>Testing</td>
<td>25 days from completion of Step 4</td>
</tr>
<tr>
<td>6</td>
<td>Marketing Plan Development</td>
<td>60 days from date of signed Agreement</td>
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<tr>
<td>7</td>
<td>Website Development</td>
<td>60 days from date of signed Agreement</td>
</tr>
<tr>
<td>8</td>
<td>Reporting Specifications</td>
<td>30 days from date of signed Agreement</td>
</tr>
<tr>
<td></td>
<td>Total Time to linked Bobcat Card Activation</td>
<td>120 days</td>
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</tbody>
</table>
Within ten (10) days of the execution of this Agreement, University will furnish the card stock vendor information to Bank for verifying that the vendor’s card product will meet industry card production standards.

University agrees to provide Bank a list of all Eligible University Community Members who were issued a Bobcat Card with the Bank logo and network “bugs” on it. List shall include at a minimum Eligible University Community Member name, 16-digit ISO number and date issued. List shall be provided to Bank within thirty (30) days of initial re-carding event and quarterly thereafter in an encrypted file format as mutually agreed upon by the parties.

Eligible University Community Members who choose the linked version of the Bobcat Card can open a Bank checking account through a Bank representative on campus during the enrollment period or visit the local Bank store. The Eligible University Community Member will need to present the Bobcat Card at account opening so that it can be linked in Bank’s system to be eligible for ATM/PIN-based debit functionality.

For Bobcat Card holders who already have a Bank checking account available for linking to their Bobcat Card, once the Bobcat Card is encoded with the appropriate 16-digit card number, and upon Bobcat Card holder’s request, Bank will enter the number into Bank’s system and link such number to corresponding checking account.

**Bobcat Card Costs**

Bank will pay up to $1.00 of the actual plastic card stock for both versions of the Bobcat Card issued during re-carding to Eligible University Community Members. The versions include the standard University ID card and the Bobcat Card that can be linked to a Bank checking account for ATM/PIN-based debit functionality.

Bank will continue to pay up to $1.00 for the actual plastic card stock for both versions of the Bobcat Card for all new and transferring Eligible University Community Members during the Term of Agreement. Bank will not pay for replacement Bobcat Cards issued to Eligible University Community Members if they are lost or stolen. It is at the University’s discretion whether to charge Eligible University Community Members for replacement Bobcat Cards.

Bank will pay University for actual plastic card stock within sixty (60) days of receipt of detailed invoice, indicating number of Bobcat Cards issued by University. Such invoice will be provided no less than quarterly.

**9. Post-conversion Changes to the Bobcat Card.** University reserves the right to make alterations within a mutually agreed upon time to the Bobcat Card program which may require re-issuance of cards, in which case University would be responsible for out-of-pocket and other expenses directly associated with the re-issuance, provided that Bank will dedicate the number of staff necessary to implement and maintain Bank’s financial services throughout any re-issuance
effort. University agrees that said changes will not diminish the financial services provided by Bank through the Bobcat Card program and will notify Bank of proposed alterations within a reasonable time prior to making the alterations.

10. Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should a Bobcat Card be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the Bobcat Card’s capability for processing transactions through the Bobcat Card Bank Account. Bank shall provide Bobcat Card holders, without cost to the University, a toll-free phone number for the purposes of notifying the Bank of lost and stolen Bobcat Cards. Such system of notification and account disablement shall be available twenty-four hours a day, seven days a week. Bank shall also respond to lost/stolen card reports made in-person to Bank representatives during regular Bank business hours.

Bank shall assume financial liability for transactions conducted with lost or stolen linked Bobcat Cards in the same manner, pursuant to the same policies and to the same extent as such liability is assumed for Bank’s general population of checking account customers located in the state of Texas.

11. Persons No Longer Eligible University Community Members. Should an individual due to an interruption in an educational program, a separation from employment, or for any other reason cease to qualify for University provided identification benefits of the Bobcat Card, University shall in accordance with such policies and procedures as it may establish, terminate the functionality of the Bobcat Card and its University identification benefits. However, University shall not be required to collect the Bobcat Card; nor shall the Bobcat Card holder be required to forfeit the Bobcat Card. Bank may or may not discontinue the services of the Bobcat Card Bank Account of any individual no longer qualifying as an Eligible University Community Member.

12. Disposition of Cards Upon Termination. Upon the termination or expiration of this Agreement for any reason, outstanding Bobcat Cards actively serving as University’s multifunction identification card and displaying the Bank Marks may or may not be replaced by University, at the University’s sole discretion. Such outstanding Bobcat Cards may continue to serve as a University identification card with such University benefits as University may choose, for so long as University desires. Further, upon termination or expiration of this Agreement, Bank shall within a reasonable time thereafter cease identifying the accounts generated under this Agreement as Bobcat Card Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the Bobcat Cards to alternative access devices at the termination or expiration of this Agreement. The parties shall cooperate with each other in the transition of operations to any successor to the Bobcat Card program described in this Agreement, including but not limited providing such information in such format as is reasonably requested and needed by the parties to accomplish the transition.
13. ISO Number Ownership. At all times, University shall be deemed to own the ISO numbers associated with the Bobcat Cards issued pursuant to this Agreement.

14. Vendor Support. Bank plans to continue its membership in various ATM network associations, POS network associations, and card associations, or any such successor organizations. University has no responsibility for and no relationship with, third party vendors accepting the Bobcat Card for ATM, PIN-based debit Bobcat Card transactions as a result of this Agreement.

15. Compliance with Applicable Law and Regulations. The parties hereto agree to comply with all federal, state and local law to the extent that it is applicable to the performance of this Agreement including all laws and regulations related to the providers of the financial services offered by the Bank and all laws and regulations related to the protection and security of any personal information gathered by the Bank, such as the Gramm Leach Bliley Act. For purposes of this Agreement, University will be considered the “issuer” of the standard Bobcat Card used as the University ID card, except to the extent the Bobcat Card is used to perform electronic funds transfers to or from any Bobcat Card Bank Account, in which case Bank will be considered the “issuer.” Bank will not be responsible to University or any Bobcat Card holder for any liability arising from University’s “issuer” responsibilities. Bank will be considered the “issuer” of the Bobcat Card as it pertains to electronic funds transfers to or from any Bobcat Card Bank Account and to the performance of any other financial transactions involving a Bobcat Card Bank Account. Bank will be responsible to the Bobcat Card holder for any unauthorized or erroneous transaction involving the Bobcat Card Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 205.1, et seq.), to the extent applicable. University will not be responsible to Bank or to any Bobcat Card holder for any liability arising from Bank’s issuer responsibilities or for losses to any Bobcat Card Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a Bobcat Card Bank Account caused by University. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other University disbursements into the Bobcat Card Bank Accounts, if any, University will comply with all applicable laws and regulations.

16. Reports. Bank will provide reports to University in such detail as may be reasonably requested by University and mutually agreed upon.

17. Marketing. Bank shall fully cooperate and shall work in conjunction with University to promote the University Bobcat Card program through various marketing efforts. Both Bank and University shall approve the content, timing, and use of all promotional initiatives and advertising materials related to the services contemplated under this Agreement. In cooperation with Bank, University will promote services provided under this Agreement to Eligible University Community Members through various distribution networks available to University. University will provide Bank with the opportunity to include information about the Bobcat Card
program and Bank financial services to University Bobcat Card holders and new incoming University students, through various methods, which may include without limitation email, orientation packets, letters, flyers and inserts. University will provide Bank with the opportunity to include inserts funded by Bank in University mailings to University cardholders and new incoming University students. All other mailings shall be mutually agreed on and where appropriate approved by the applicable University department and Bank. In addition, University will communicate during orientation the University Bobcat Card program to all parents/guardians and students. The University Bobcat Card program will be communicated as the students are issued their identification card. As mutually agreed, Bank will actively participate in student orientations, including but not limited to the presence of Bank representatives and presentations at the orientations. University agrees to cooperate with Bank exclusively in the expansion of financial services available to current and future Bobcat Card holders.

Marketing Budget
Bank will support the marketing and promotion of the Bobcat Card program and the benefits of linking it to a Bank checking account. Bank estimates that its annual marketing budget for the promotion of the Bobcat Card Campus Card project will be approximately $27,000.00 the first year to launch the program and approximately $20,000.00 annually thereafter during Term of this Agreement. This budget includes funding for initial and annual marketing materials including a customized brochure that will highlight the banking features of the new Bobcat Card and the benefits of linking it to a Bank checking account. This brochure and other marketing materials can include information about electronic financial aid disbursement.

18. Declining Balance Accounts and Settlement Services

a. Scope. The Declining Balance Program provided under this Agreement will enable Bobcat Card cardholders to use Declining Balance funds via the Bobcat Card at participating Merchants and owners or operators of certain vending machines to make purchases.

b. Definitions. When used in this Agreement, the following terms shall have the meanings set forth below.

1. University Fund Account. The account maintained with Bank to which all funds used to purchase Declining Balance are deposited and from which Bank is authorized to withdraw funds for the purpose of providing settlement for Declining Balance transactions.

2. Merchant. A merchant that has been approved by Bank in accordance with Bank’s standard procedures and policies, and the University-established criteria for participation in the Declining Balance Program.
3. **Merchant Terminal.** A terminal used at a Merchant location to process transactions through the Declining Balance Program.

4. **Settlement Services.** The process of reimbursing Merchants for purchases made at their locations by Bobcat Card cardholders by debiting the University Fund Account for the amount of the purchase. Settlement Services shall also include the processing of disputed transactions and other related debit or credit transactions which are part of the Program.

5. **Declining Balance.** A transferable claim against the University that is: (i) purchased by Bobcat Card cardholders; (ii) maintained on either the Diebold system or a successor system; (iii) accepted by Merchants; and (iv) intended to be used to pay for goods and services through the Bobcat Card System.

6. **University Magnetic Stripe.** The University or current magnetic stripe located on the back of the Bobcat Card for use: (i) in the Declining Balance Program and (ii) by the University in connection with such other programs as may from time to time be defined by the University.

7. **University Settlement Account.** Non-interest bearing demand deposit account into which University on-campus transactions, daily settlements, revenue sharing and other related transactions will be deposited.

c. **Services.** Bank agrees to provide the services set forth in this subsection c.

1. **Bank Merchant Activity.** Bank representatives will contact participating Merchants (“Merchants”) to participate in the Bobcat Card Declining Balance Program. Contracts with the Merchants regarding equipment fees, access fees and discount fees will be the responsibility of Bank. The discount fee will be 2.50% of gross sales. The discount fee will be calculated and the portion allocated to University will be credited to the University Settlement Account.

Bank will provide University with a copy of the Merchant Agreement for the Bobcat Card Declining Balance Program. The Merchant Agreement will include procedures for accepting and processing the Bobcat Card for purchase transactions. University will review these procedures prior to distribution.

Bank will have the responsibility to support off-campus terminals and provide support for settlement of transactions on and off campus to participating Merchants.
2. Merchant Set-up. Bank will coordinate the Merchant development, setup and training for the Bobcat Card Program as well as create Merchant settlement files for the Bobcat Card transactions for processing each business day for Merchants. Merchants will connect readers to the University card system via “dial and hold,” direct connections and/or Modem pooling, depending upon Merchant activity and costs as well as the University’s capacity. Bank shall not allow the Student identification number or the Bank ISO number to be hand-keyed into the reader. University shall be responsible for supporting on-campus Merchant Terminals that are owned or operated by University.

Bank will purchase from University at cost the designated Merchant terminal and equipment for the Bobcat Card Declining Balance Program, and will resell the terminal and equipment to the participating Merchants to ensure compatible and consistent equipment for the Program. The participating Merchants will enter into an agreement to lease or purchase outright from Bank the Merchant terminal and equipment needed for the purpose of Bobcat Card Declining Balance transaction processing. The Merchants will also install and maintain phone lines to support the Merchant terminal connection at their expense. Support and onsite services to the Merchants will be provided by Bank and will be available 24 hours, 7 days per week for all off-campus Merchants.

3. Merchant Processing. Bank will provide daily system reconciliation of outstanding Declining Balance on the Bobcat Card system with the funds on deposit in the University Fund Account. Reconciliations will confirm that the outstanding Declining Balance purchased by Bobcat Card cardholders equals the balance in the University Fund Account each business day. Any outstanding items will be delineated and tracked until resolved.

Bank shall be responsible for Merchant settlement services and associated reporting related to the Bobcat Card Declining Balance Program. University will provide to Bank daily Merchant transactions by location for this daily settlement. Bank will complete all funds movement or Merchant settlements based on the daily Merchant settlement files. Daily settlements will occur for day-to-day activity. Merchant daily settlements will be credited via Merchant settlement accounts held at Bank.

Bank will settle all on- and off-campus Merchant activity and provide Merchants with a contact point. Any additional charges assessed by the University can be charged by Bank and distributed to University as part of this Agreement.

Merchants will be charged a discount fee on debit transactions for the Declining Balance Program. These transactions are accumulated over each monthly period and then assessed a 2.50% discount fee for Merchants. These fees are calculated and paid each month by the Merchant via a charge transaction to the Merchant’s designated account.
Reports will be provided to the Merchant to reflect its account activity and delineate the charges.

d. **Endorsement.** University agrees to endorse the Bobcat Card System exclusively. University also agrees that it will not sponsor, advertise, aid, develop or solicit any financial services contemplated by this Agreement other than those offered by Bank under this Agreement, unless such activity is mutually agreed to by Bank and University. Additionally, University agrees to cooperate and assist Bank in promoting and advertising the Bobcat Card System and the related financial services. University acknowledges and agrees that Bank may enter into similar agreements providing the services contemplated under this Agreement with other educational institutions and/or other third parties.

e. **University Activities**

1. **Deposit Accounts at Bank.** A new or existing University Fund Account and University Settlement Account will be used at Bank to settle daily Declining Balance transactions. Bank will provide options for pledge of securities on the accounts as required by the University. University may incur charges related to the options chosen for these accounts.

2. **Diebold System; Merchant Terminals.** University shall continue to license, operate and support the Diebold system, including Merchant terminals and hardware and software upgrades related to operation of this system. Bank shall have no responsibility to support University-owned Merchant Terminals or on-campus Merchant Terminals. Such support shall be the responsibility of University. University shall be responsible for the support and resolution of all problems arising from the failure of the Diebold System, including problems concerning in any way the connection of the Merchant Terminals to the Diebold System, including without limitation any associated controller or network problems. University shall upon request provide to Bank reasonable and necessary access to the Diebold System, including without limitation any related data and/or support personnel except as provided in Section 5.e.

3. **University Student Contact.** University shall accept deposits to the University Fund Account. Should University deposit the funds into a non-Wells Fargo account, University shall transfer the funds daily to Bobcat Card Fund Account at Bank either by wire or ACH.

4. **Systems Access and Security.** University will provide to Bank the appropriate secure remote access to Bobcat Card System to prepare reporting as well as provide settlement and resolution services to the students at no cost. University will provide to Bank (i) the CSgold remote interface software, (ii) a remote internet connectivity method and related software, (iii) user IDs and passwords for Bank accounting staff and (iv)
technical assistance as needed to achieve CSGold online access. CSGold online access will include CSGold Reporting and Patron inquiry and update features. In the event that Bank cannot obtain data, University will supply Bank the information needed to complete the processing or request for research.

5. **System Conversion.** In the event of a system conversion or transition, University shall notify Bank in writing one hundred twenty (120) days in advance of a change in systems to prepare the Merchants and student card accounting for any changes that may occur to ensure minimal disruption to the process.

f. **Bank Accounting and Control Functions.**

1. **Reconciliation Reporting.** On a daily basis, designated Bank accounting personnel will reconcile the previous day’s transactions with the balance in the University Fund Account. All outstanding items will be delineated, researched and resolved as quickly as possible. A detail of this reconciliation will be supplied to University’s designated representative.

2. **Transaction Controls and Fraud.** As delineated in the Merchant Agreement, each Merchant is responsible for verifying that the Bobcat Card cardholder is in fact the owner of the account. Under the terms of the Merchant Agreement, the Merchant accepts responsibility for disputed transactions by the cardholder if another party has used the Bobcat Card. Under no circumstances, should a Bobcat Card be processed without the owner’s physical presence and identity verification.

3. **Merchant Settlements.** Merchant transaction settlements will occur on a daily basis for the transactions from the previous day generated from Bobcat Card activity. These will be settled via ACH/automated processing and will be balanced prior to being distributed to the Merchants. The Merchants will also have an opportunity to verify daily transactions and receipts from their readers and will notify a local Bank designated person of any discrepancies or problems. These will be reviewed and resolved immediately.

4. **Transaction Reporting.** Bank shall provide a monthly fee-sharing report to University for the Bobcat Card Declining Balance Program and Merchant discounts that have been collected. The fee-sharing report for each calendar month shall be provided to University the following calendar month. A sales/transaction-based report will also be completed and sent on a monthly basis for University’s review.

5. **Payments to the University.** Bank will distribute to University 35% of all discount fees assessed on off-campus transactions processed through the Bobcat Card Declining
Balance Program. This revenue will be distributed on a monthly basis to the University Settlement Account.

g. Reports and Audits. University will provide Bank daily Merchant transaction reports from the Bobcat Card System (which is currently Diebold) to enable Bank to prepare (1) daily settlement activity with each Merchant by location, and (2) activity that will assist Bank in the identification of problems or settlement issues among students and Merchants. Bank will be granted a secure pass code for tracking transaction settlement entries to the individual student accounts, upon Bank’s request.

Bank will provide to University monthly recap and activity reports. These reports will be used to access the level of participation in the University Card program. Monthly reports will also be distributed in conjunction with the transaction and discount fee activity associated with the University Card program.

Upon request, but no more frequently than once every twelve (12) months, University shall be entitled to obtain free of charge from Bank a copy of Bank’s records related to the services provided for annual audit purposes. An officer of Bank shall certify the accuracy of such records and forward them to University. Bank will retain a complete set of records for a minimum of seven (7) years for research and verification activities. To the extent permitted by law, Bank also will cooperate with University in connection with University’s audit functions. University will reimburse Bank for its reasonable expenses incurred in connection with any such cooperation that requires additional time and research. Bank shall not, however, have any responsibility for providing audit services or for auditing University’s activities.

19. Insurance. Bank represents and warrants that at all times during the Term, Bank shall maintain commercial general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, in accordance with Bank operating guidelines. Bank shall also obtain and keep in force workers’ compensation insurance to the extent required by law and furnish proof of such to University upon request. Bank represents that the financial strength, integrity and contractual obligations of Bank provide protection for its customers with respect to risk associated with the products and services to be provided by Bank. Bank further represents that it maintains a Professional Liability policy (also known as an Errors and Omissions policy), a Financial Institutions Bond (also known as a Fidelity Bond), and other policies with coverages and provisions considered within industry standards for similarly situated financial services companies. Bank has the right at any given time to self-insure any of the insurance coverage as long as it is a normal accepted practice for a financial services company of its financial strength.

University represents and warrants that at all times during the Term, University shall maintain through its self-insurance program comprehensive general liability insurance, including
coverage for bodily and personal injury, property damage, in accordance with its operating guidelines. During business hours following reasonable request, University shall allow Bank to review such documents as are available pursuant to Public Records Laws to verify the existence and funding supporting said self-insurance program.

20. Liability. Bank will exercise reasonable care in providing electronic funds transfer services and other services to Bobcat Card holders as contemplated under this Agreement, subject to breakdowns, operational failures, unavoidable delays, or similar causes beyond the party's reasonable control.

Bank does not control, and, except as provided in Federal Reserve Board Regulation E and state law to the extent applicable, is not responsible to University for any error, act, or omission with respect to ATMs or POS terminals not owned and operated by Bank.

Bank does not undertake to ensure that Bobcat Card holders will at all times be able to successfully accomplish transactions with Bank by any electronic means, including but not limited to ATMs, POS terminals, the Internet, or other existing or future technology associated with Bobcat Cards, Bobcat Card holders' account numbers or personal identification, or otherwise (herein "Electronic Means"). Transactions cannot be processed during off-line periods. When the computer maintaining the on-line files is off-line or rendered inoperable at any time for maintenance or servicing, or due to mechanical failure, strike, lockout, riots, epidemics, war, acts of terror, governmental regulations or other cause beyond Bank's reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Bank will have no liability as a result. Bank will, however, exercise reasonable care to promptly reinstate service.

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR EITHER PARTY KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

21. Representations and Warranties; Board Approval. Each party hereby represents and warrants to the other that the party has full right, power and authority to fully perform its obligations under this Agreement, and that it has full right, power and authority to execute and deliver this Agreement, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action required to be taken on the part of the party including, when necessary, approval thereof by the party's Board of Directors or Board of Regents, as applicable. Each party hereby further represents and warrants to the other that this Agreement constitutes a valid and binding obligation of the party enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or
other laws relating to or affecting the enforcement of creditors’ rights and except as courts of equity may limit certain remedies such as specific performance. Each party further represents and warrants to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in the violation of, any laws or regulations applicable to the party, or of the charter, articles of association or bylaws of a party, or any agreement or other instrument to which the party is subject or by which the party or any of its properties or assets are bound.

22. Examinations. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its BobcatCard Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by the United States Department of Treasury, Office of the Comptroller of the Currency. Bank will provide University or its duly authorized representatives with reasonable access to Bank’s records for the purpose of enabling University to confirm Bank’s compliance with the terms of this Agreement. All such records may be audited by the University or its designated representative(s) at any time during Bank’s regular working hours upon reasonable notice. Bank may require persons obtaining access to Bank’s records under this Section 22, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed Section 24.

23. Exclusivity. During the Term of this Agreement, University will not cause or authorize any University identification card to be used as a device to perform electronic funds transfers to or from an account with a financial institution (including, without limitation, banks, savings banks, savings associations, and credit unions) or as a device for accessing a person’s account with a financial institution other than Bank, except as otherwise agreed in writing by Bank. Nothing herein shall prevent Bobcat Card holders from using Bobcat Cards as stored value cards, declining balance cards or smart cards. In addition, during the Term of this Agreement, University will give access to Wells Fargo student direct mail lists and student emails lists for the purpose of creating awareness to the Bobcat Card Program and Wells Fargo related services. In addition, University will allow Bank to include inserts in any student direct mailings originated by the University for same purpose previously described. All direct mail, email or inserts to student population will be mutually agreed upon by Wells Fargo and the University. And finally, if other financial institutions are allowed to table on campus, Wells Fargo will have access to most visible and accessible location.

24. Confidentiality. University may be provided certain information concerning Bank and/or its affiliates or customers, or other information Bank deems proprietary (including, without limitation, customer account information, customer lists, business plans, data processing programs, and operating manuals), in connection with the transactions contemplated herein. Likewise, Bank may be provided certain information that University deems proprietary or confidential pursuant to the law or University policy. As a condition to being furnished such information by a party (herein the “Confidential Information”), the other party agrees as follows:
a. Except for Bobcat Card Bank Account application data and Bobcat Card Bank Account transaction information, which shall automatically be deemed to be Confidential Information of Bank, all information deemed confidential or proprietary by a party shall be clearly labeled “Confidential Information” or otherwise identified as “Confidential Information” in writing contemporaneous with furnishing such Confidential Information to the other party.

b. Each party will use the Confidential Information of the other party solely for the purposes expressly authorized in this Agreement or subsequently authorized by the other party in writing.

c. Each party will keep the Confidential Information of the other party confidential and (except to the extent required by law or legal process) refrain from disclosing the Confidential Information of the other party to any other person or party or using the Confidential Information of the other party for any purpose not expressly authorized under this Agreement or subsequently authorized by the other party in writing. Each party will be fully responsible for the unauthorized use or disclosure of the Confidential Information of the other party by any of its officers, directors, employees or other persons under its control.

d. In the event a party is requested or legally compelled (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide the Confidential Information of the other party, the party will promptly notify the other party of that fact as soon as reasonably possible, except to the extent such notification is prohibited by law.

e. The parties agree that, to the extent applicable under the provisions of the Bank Service Company Act, they may be subject to examination by the OCC for the services provided in connection with this Agreement. The parties shall comply with the applicable requirements of 12 C.F.R. Part 30, and any other applicable law or regulation, by implementing and/or maintaining appropriate measures designed to: (1) ensure the security and confidentiality of Bank’s Confidential Information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in harm or inconvenience to any Bank customer. These confidentiality and security provisions shall survive the termination of this Agreement.

f. Throughout the Term, Bank shall implement and maintain appropriate safeguards, in conformity with applicable federal law and regulations, for all customer information, if any, owned by the University and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify the University, in writing, of each instance of (i) unauthorized access to or use of that customer information that could result in
substantial harm or inconvenience to a customer of the University or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.

In addition, Bank’s customer lists, including names of Eligible University Community Members who are Bobcat Card holders and who have Bobcat Card Bank Accounts, are Bank’s Confidential Information, for which Bank retains exclusive ownership and right during the Term. Therefore, although University is not precluded from using or disclosing the names of its students, faculty members, staff members or other Eligible University Community Members for any purpose it deems appropriate, University would be precluded from using a list comprised of Bobcat Card holders who have obtained Bobcat Card Bank Accounts from Bank if such use was for a purpose prohibited by this Section 24; provided, however, that University will not be deemed to be in breach of this Agreement in the event it is legally required (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide such a list, provided it has made reasonable efforts to give Bank the notice required under subsection d., if applicable.

Within fifteen (15) days of the expiration or earlier termination of this Agreement, the parties shall either return if requested or otherwise destroy Confidential Information including documents, data and other information provided to each other in connection with this Agreement. Notwithstanding any provision herein to the contrary, Bank shall be permitted and shall retain such University Confidential Information for so long as: (i) is required by law; or (ii) as may be consistent with its normal business practices not to exceed five years, unless otherwise required by law.

25. Equipment. University is responsible for providing at its cost any equipment necessary to implement the new Bobcat Card program. Bank is responsible for providing all data lines and installation at its cost. Back-up equipment or on-site repair must be available and prompt. Equipment installation and connections, site preparation, and/or facility modification shall be at Bank’s cost and must receive prior approval by University.

Bank shall at its cost be responsible for ensuring regular maintenance and service of all equipment provided by Bank, such service to be promptly available 24 hours per day, seven days per week basis. Equipment service personnel must be easily identifiable as such. Bank shall be responsible for damage and loss to equipment or its contents due to vandalism, robbery, or any other actions or cause. University will provide security personnel to protect the equipment at the same level it customarily provides to the University campus in general.

26. Termination.

a. This Agreement may be terminated by either party (the “Non-Defaulting Party”) upon notice to the other party (the “Defaulting Party”) upon the Defaulting Party’s material breach of any provision of this Agreement and failure to cure the breach within 30 days.
after written notice describing the breach and the action necessary to cure the breach is
given by the Non-Defaulting Party to the Defaulting Party. In the event the Defaulting
Party is in good faith unable to cure such material breach within 30 days, it shall
commence the cure in a commercially reasonable manner and notify the Non-Defaulting
Party of the anticipated cure date which in no event shall be later than 90 days from the
material breach.

b. This Agreement may be terminated by either party without notice to the other party in
the event a petition in bankruptcy (or similar law providing for the adjustment of debts,
debt reorganization or liquidation of the party) is filed by the other party, a petition in
bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or
liquidation of the party) is filed against the other party and is not dismissed within sixty
(60) days, or a conservator or receiver is appointed for the other party or for all or a
substantial portion of its assets.

c. This Agreement may be terminated by either party at any time if: (i) the operation of the
Bobcat Card program has or threatens to have a material adverse financial impact on
Bank or University due to the use of one or more of the Bobcat Cards in a fraudulent
manner or in a way which does not permit Bank or University to recover funds from the
user(s) of the Bobcat Card(s); or (ii) Bank is notified by a regulatory agency that any
aspect of the Bobcat Card program does not comply with any applicable law, regulation,
rule or policy applicable to Bank or University.

27. Assignment. This Agreement may not be assigned by either party in whole or in part, other
than by operation of law, without in each event the other party's prior written consent. Any
such permitted assignment will not, in any event, release the party from its obligations
hereunder. Written consent will not be required for transfers resulting from corporate
reorganization, consolidation or name change.

28. Subcontractors. Each party is responsible for the actions of its respective subcontractors
used to perform pursuant to this Agreement. The party seeking to engage a third party to
perform any material obligation under this Agreement must obtain the advance written consent
of the other party. The party intending to use a subcontractor as described herein shall include
in the agreement with such subcontractor an acknowledgment that such subcontractor is subject
to the applicable terms and conditions of this Agreement. No contractual relationship shall exist
between any Bank subcontractor and University unless such is evidenced in a separate contract
independent of this Agreement. Notwithstanding the foregoing, University acknowledges that
certain Bobcat Card products and services to be provided by Bank may be supplied by or
through Bank's parent corporation, entities directly or indirectly owned or controlled by Bank or
its subsidiaries, or entities affiliated with Bank or owned or controlled by entities affiliated with
Bank, and it such cases, no written consent or separate written contract shall be required for
arrangements made with such entities.
29. Notices. Except as otherwise provided in this Agreement, all notices hereunder must be in writing and will be deemed given when mailed, or when delivered, if notice is given in any other manner, to the address of the party designated below or such other address as the party may designate by written notice to the other party. The date of mailing will be deemed to be the date appearing on the postmark.

If to Bank:  
Don Nash  
Community Bank President  
Wells Fargo Bank

If to University:  
William Nance  
Vice President  
Finance and Support Services

30. Amendments and Waiver. This Agreement may be amended only in a writing signed by both parties. In the event of a default by either party under this Agreement, any delay, waiver or omission by the other party in exercising its rights under this Agreement or applicable law will not result in a waiver of the party’s rights with respect to the same or any subsequent breach by the breaching party.

31. Governing Law. The laws of the State of Texas shall govern this Agreement. The parties will use the procedures in Texas Government Code Chapter 2260 to resolve disputes regarding this agreement. Nothing in this Section shall be deemed to apply to any aspect of the agreement that is in place between Bank and an Eligible University Community Member regarding a Bobcat Card Bank Account.

32. Force Majeure. The parties shall not be considered in default should failure to perform be the result of any circumstances beyond their reasonable control, not occasioned by fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, acts or threats of terrorism or wars. Upon the happening of any circumstances or causes aforesaid, non-performing party shall notify the other party without delay. Any relief granted shall be limited to an extension of delivery dates or times of performance.

33. Relationship of Parties. No agency, partnership or joint venture is created by this Agreement. The parties disclaim any intent to form such relationships.

34. Entire Agreement. Except as expressly provided herein, this Agreement constitutes the entire agreement with respect to the transactions contemplated herein and supersedes and is in
full substitution for any and all prior agreements and understandings between the parties hereto relating to such transactions. Each party disclaims reliance on any prior oral or written representations or undertakings by the other party in entering into this Agreement unless such representations or undertakings are expressly set forth in this Agreement. Wherever the parties agree to discuss a matter, there will be no implied agreement to agree, nor will any other standard be applied in determining a party’s performance that is not expressly set forth in the Agreement. However, University and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement to the extent they do not conflict with the provisions of this Agreement.

35. **Equal Employment Opportunity.** University and Bank agree that they will not discriminate against any employee because of race, color, religion, sex, national origin, age, disability, former military status, or any other protected classification in accordance with applicable federal, state, and local laws and regulations. University and Bank also agree to treat fairly applicants and employees under these laws with respect to recruitment, employment, training, promotion, demotion, transfer, pay and benefits, and other forms of compensation, layoff, and termination. University and Bank further agree to conspicuously post in places that are available to applicants, employees, and worker representatives with whom it may contract notices of this clause and similar nondiscrimination policies. Additionally, University agrees to ensure that its subcontractors and vendors agree to comply with applicable nondiscrimination laws. University agrees to conduct background checks on employees who will have access to Bank’s Confidential Information as defined in this Agreement.

36. **Information System General Security**

a. University and its employees shall comply with all Bank security policies, procedures, and standards, as it may promulgate from time to time, including, without limitation, those governing access to data, computer systems, and facilities and governing the removal of property from Bank’s premises. Each of University’s employees having access to Bank’s computer systems will be required to sign Bank’s system access agreement.

b. With regard to any computer system owned, controlled, or used by University or any agent or subcontractor of University, which computer system is now or hereafter physically or logically connected to or able to access any computer system owned, controlled, or used by Bank or which is used to store any Bank’s software or data, University shall comply with all Bank’s security policies, procedures, and standards governing or related to the connection or access to Bank’s computer systems as it may promulgate from time to time so long as University receives notice of such policies, procedures, and standards, and any relevant changes.

c. In addition, University agrees: (i) not to alter any hardware or software security residing on any Bank’s computer system and/or network; and (ii) not to allow unauthorized traffic to pass into Bank’s networks. In addition to any other rights Bank may have under this Agreement, Bank may terminate an unauthorized access.
37. Taxpayer Identification Number. University shall provide Bank with a duly dated and executed certification of taxpayer identification number substantially in the form attached as Exhibit C.

38. License to Establish Link to Bank Web Site. University would like to use the Bank “red box” logo on the University Internet web site as a link to Bank’s Internet web site at wells Fargo.com and has requested Bank’s consent.

Bank hereby grants to University a worldwide, non-exclusive right and license to establish a normal (href) text based link on www.txstate.edu to the www.wellsfargo.com home page for the purpose described in the immediately preceding paragraph; provided, however, that University shall not “frame” the Bank web pages inside the University web site. Bank also hereby grants to University a non-exclusive right and license to use the WELLS FARGO “red box” logo (“the Logo”) on the University Internet web site located at www.txstate.edu for the exclusive purpose of linking from www.txstate.edu to www.wellsfargo.com. University agrees that nothing herein shall give to it any right, title or interest in the Logo (except the right to use the Logo in accordance with the terms of this Agreement), that the Logo is the sole property of Bank and that any and all uses by University of the Logo shall inure to the benefit of Bank.

University acknowledges that Bank may terminate the above right to link and the right to use the Logo if the content or structure of the University web pages and/or web site changes unless within ten (10) calendar days after receiving written notice of termination from Bank, University removes the materials to which Bank objects or revises the University web pages and/or site to return to the original format or a format that is acceptable to Bank. If the above right to link and use the Logo is terminated, University agrees to remove the link from the University web page to the Bank web page and cease all use of the Logo within ten (10) calendar days of receiving notice.

University agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to University by Bank. University agrees that all products and/or services offered by University on its web site in the future shall be of a nature and quality commensurate with the nature and quality of its current products and/or services. Bank may monitor the University use of the Logo on the University web site. University shall deliver all web pages that reference Bank and/or contain the Logo to Bank prior to publication for Bank’s consent.

This license to use Logo shall be royalty-free. This license to use Logo and any and all rights granted hereunder are personal in nature to University, are non-transferable by University, do not convey any sublicensing rights to University, and shall not inure to the benefit of any successor in interest of University. This license to use Logo shall be binding upon and inure to the benefit of Bank’s successors and assigns. All rights not specifically granted or licensed to University are reserved to Bank.
IN WITNESS WHEREOF, the parties have executed this Agreement on the dates designated below.

Wells Fargo Bank, National Association
Signature:  
Name: Don Nash
Title: Community Bank President
Date: 6-15-05

Texas State University
Signature:  
Name: William A. Nance
Title: Vice President for Finance and Support Services
Date: 6/28/05
### Attachment A
#### VENDOR PRICING MIX

<table>
<thead>
<tr>
<th>Check (a) or (b) to indicate who bears cost for each item</th>
<th>Universitiy</th>
<th>Cardholder</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cardholder Transactions</strong></td>
<td>(a)</td>
<td>(b)</td>
</tr>
<tr>
<td>ATM Withdrawal</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>ATM Deposits</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>ATM Decline Charge</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Purchases via Debit Card</td>
<td>N/A</td>
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</tr>
<tr>
<td>Purchases via Check Card</td>
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</tr>
<tr>
<td>Purchases via Check</td>
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</tr>
<tr>
<td>Balance Inquiry via ATM</td>
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</tr>
<tr>
<td>Balance Inquiry via Web</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Balance Inquiry via Phone Check Cashing</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Bank to Stored Value Transfers</td>
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</tr>
<tr>
<td>Cardholder Initiated Deposits</td>
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<td>N/A</td>
</tr>
<tr>
<td><strong>Campus Recarding</strong></td>
<td>X</td>
<td>N/A</td>
</tr>
</tbody>
</table>

**Domestic**

- At non-Wells Fargo® ATMs: Transaction (U.S.) $2; Transaction (International): $3
- Debit (PIN-Based) Card: $1 monthly fee for unlimited POS purchases
- Via automated Touch-Tone Banking Service
- Non-customer checks not drawn on Wells Fargo: 1.5% of the amount of the check ($10 minimum); Non-customer checks drawn on Wells Fargo: $5 per check
- Wells Fargo will pay up to $1 for each initial card issued for the new card program for the PIN-based debit option. Any
<table>
<thead>
<tr>
<th>Service Description</th>
<th>X</th>
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<th>1</th>
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<tbody>
<tr>
<td>Card Issuance</td>
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<td></td>
</tr>
<tr>
<td>Card Replacement / Lost Card Activation Fees</td>
<td></td>
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<tr>
<td>Disbursements (University to Vendor)</td>
<td></td>
<td>N/A</td>
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<tr>
<td>Financial Aid Payroll</td>
<td>X</td>
<td>N/A</td>
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<td>1</td>
</tr>
<tr>
<td>Tuition and Fee Refunds</td>
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<tr>
<td>Reimbursements</td>
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<td>1</td>
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<tr>
<td>Disbursements (Vendor to Cardholder)</td>
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<td>EFT via ACH to Primary DDA Account</td>
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<tr>
<td>EFT via ACH to Secondary DDA Account</td>
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<td>N/A</td>
<td></td>
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<tr>
<td>EFT via Wire to Secondary DDA Account</td>
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<td>Check Mailed</td>
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<td>N/A</td>
<td></td>
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</tr>
</tbody>
</table>

- **Card Issuance**: The cost above the $1 associated with the issuance of the card will be the University's responsibility. Wells Fargo will pay up to $1 for each initial card issued for the new card program for the PIN-based debit option. Any cost above the $1 associated with the issuance of the card will be the University's responsibility. University may charge a fee for replacement cards they issue. For Visa Check Card, WF will not charge a replacement fee.

- **Disbursements (University to Vendor)**: Relating to Wells Fargo's Electronic Funds Transfer Service.

- **Financial Aid Payroll**: Relating to Wells Fargo's Electronic Funds Transfer Service.

- **Tuition and Fee Refunds**: Relating to Wells Fargo's Electronic Funds Transfer Service.

- **Reimbursements**: Wells Fargo's Electronic Funds Transfer Service.
Exhibit A

University Marks

The University marks may be reproduced in appropriate colors.

Texas State University

Texas State University
SAN MARCOS
EXHIBIT B

BANK MARKS

WELLS FARGO

(Black box with white letters)

WELLS FARGO

(Red box with gold letters)
EXHIBIT C

UNIVERSITY TAXPAYER IDENTIFICATION NUMBER

74-6002248
FIRST AMENDMENT TO TEXAS STATE UNIVERSITY-SAN MARCOS
ATM/PIN-BASED DEBIT CARD AGREEMENT

This First Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (the “Amendment”) is made this \[7^{th}\] day of \[April, 2005\] by and between Texas State University – San Marcos (“University”) and Wells Fargo Bank, N.A. (“Bank”).

1. University and Bank entered into that certain ATM/PIN-Based Debit Card Agreement (the “Agreement”) effective as of May 1, 2005.

2. University and Bank desire to amend the Agreement in certain respects, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for valuable consideration, University and Bank hereby agree as follows:

1. University and Bank hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meanings assigned them in the Agreement.

2. University and Bank hereby stipulate that the Agreement is in full force and effect.

3. Paragraph 2 of subsection c. 2. of section 18 is hereby deleted in its entirety and the following is substituted in its place:

Bank will purchase from a supplier the designated Merchant terminal and equipment for the Bobcat Card Declining Balance Program transaction processing. Bank will sell the terminal and equipment to the participating Merchants to ensure compatible and consistent equipment for the Program. The Merchants will install and maintain phone lines to support the Merchant terminal connection at their expense. Support and onsite services to the Merchants will be provided by Bank and will be available 24 hours, 7 days per week for all off-campus Merchants.

4. Except as modified in this Amendment, the Agreement remains in full force and effect in accordance with its original terms.

TEXAS STATE UNIVERSITY-SAN MARCOS

By: [Signature]
Name: John R. Root, Jr.
Title: Dir. Ancillary Services

WELLS FARGO BANK, N.A.

By: [Signature]
Name: Don Nash
Title: Community Bank President
SECOND AMENDMENT TO TEXAS STATE UNIVERSITY-SAN MARCOS
ATM/PIN-BASED DEBIT CARD AGREEMENT

This Second Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (the “Amendment”) is made this 21st day of January, 2010 by and between Texas State University-San Marcos (“University”) and Wells Fargo Bank, N.A. (“Bank”).

RECITALS

1. University and Bank entered into that certain ATM/PIN-Based Debit Card Agreement (the “Agreement”) effective as of May 1, 2005.

2. University and Bank entered into that certain First Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“First Amendment”) dated August 17, 2005.

3. University and Bank desire to amend the Agreement further to extend the term, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank hereby agree as follows:

1. University and Bank hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meanings assigned them in the Agreement.

2. University and Bank hereby stipulate that the Agreement is in full force and effect.

3. The parties are exercising their option to extend the term of the Agreement for one (1) year pursuant to Section 1 of the Agreement. Accordingly, Section 1 is amended and supplemented with the following:

   The extended term of the Agreement is for a term of one (1) year commencing on May 1, 2010 and terminating on April 30, 2011 unless earlier terminated in accordance with this Agreement.

4. Except as modified by this Amendment and the First Amendment, the Agreement remains in full force and effect in accordance with its original terms.

TEXAS STATE UNIVERSITY-SAN MARCOS

By: ____________________________
Name: ____________________________
Title: ____________________________

WELLS FARGO BANK, N.A.

By: ____________________________
Name: ____________________________
Title: ____________________________
THIRD AMENDMENT TO TEXAS STATE UNIVERSITY-SAN MARCOS
ATM/PIN-BASED DEBIT CARD AGREEMENT

This Third Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (the “Amendment”) is made this 28th day of February, 2011 by and between Texas State University-San Marcos (“University”) and Wells Fargo Bank, N.A. (“Bank”).

RECAPITULATIONS

1. University and Bank entered into that certain ATM/PIN-Based Debit Card Agreement (the “Agreement”) effective as of May 1, 2005.

2. University and Bank entered into that certain First Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“First Amendment”) dated August 17, 2005.

3. University and Bank entered into that certain Second Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Second Amendment”) dated January 21, 2010.

4. University and Bank desire to amend the Agreement further to extend the term, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank hereby agree as follows:

1. University and Bank hereby ratify and confirm the above Recapitulations. All defined terms used in this Amendment shall have the same meanings assigned them in the Agreement.

2. University and Bank hereby stipulate that the Agreement is in full force and effect.

3. The parties are exercising their option to extend the term of the Agreement for one (1) year pursuant to Section 1 of the Agreement. Accordingly, Section 1 is amended and supplemented with the following:

   The extended term of the Agreement is for a term of one (1) year commencing on May 1, 2011 and terminating on April 30, 2012 unless earlier terminated in accordance with this Agreement.

4. Except as modified by this Amendment and the First and Second Amendments, the Agreement remains in full force and effect in accordance with its original terms.

TEXAS STATE UNIVERSITY-SAN MARCOS

By: William A. Nash

Name: William A. Nash

Title: Vice President for Finance & Support Services

WELLS FARGO BANK, N.A.

By: Don Nash

Name: Don Nash

Title: Business Banking Manager
FOURTH AMENDMENT TO TEXAS STATE UNIVERSITY-SAN MARCOS
ATM/PIN-BASED DEBIT CARD AGREEMENT

This Fourth Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (the “Amendment”) is made this 10th day of April, 2012 by and between Texas State University-San Marcos (“University”) and Wells Fargo Bank, N.A. (“Bank”).

RECITALS

1. University and Bank entered into that certain ATM/PIN-Based Debit Card Agreement (the “Agreement”) effective as of May 1, 2005.

2. University and Bank entered into that certain First Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“First Amendment”) dated August 17, 2005.

3. University and Bank entered into that certain Second Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Second Amendment”) dated January 21, 2010.

4. University and Bank entered into that certain Third Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Third Amendment”) dated February 28, 2011.

4. University and Bank desire to amend the Agreement further to extend the term, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank hereby agree as follows:

1. University and Bank hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meanings assigned them in the Agreement.

2. University and Bank hereby stipulate that the Agreement is in full force and effect.

3. The parties are exercising their option to extend the term of the Agreement for one (1) year pursuant to Section 1 of the Agreement. Accordingly, Section 1 is amended and supplemented with the following:

The extended term of the Agreement is for a term of one (1) year commencing on May 1, 2012 and terminating on April 30, 2013 unless earlier terminated in accordance with this Agreement.

4. Except as modified by this Amendment and the First, Second and Third Amendments, the Agreement remains in full force and effect in accordance with its original terms.

TEXAS STATE UNIVERSITY-SAN MARCOS
By: William A. Nance
Name: William A. NANCE
Title: Vice President for Finance & Support Services

WELLS FARGO BANK, N.A.
By: Erin J. Breier
Name: Erin J. Breier
Title: Sr. Vice President
FIFTH AMENDMENT TO TEXAS STATE UNIVERSITY-SAN MARCOS ATM/PIN-BASED DEBIT CARD AGREEMENT

This Fifth Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (the "Amendment") is made as of the 19th day of March, 2013 by and between Texas State University-San Marcos ("University") and Wells Fargo Bank, N.A. ("Bank").

RECITALS

1. University and Bank entered into that certain ATM/PIN-Based Debit Card Agreement (the "Agreement") effective as of May 1, 2005.

2. University and Bank entered into that certain First Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement ("First Amendment") dated August 17, 2005.

3. University and Bank entered into that certain Second Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement ("Second Amendment") dated January 21, 2010.

4. University and Bank entered into that certain Third Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement ("Third Amendment") dated February 28, 2011.

5. University and Bank entered into that certain Fourth Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement ("Fourth Amendment") dated April 10, 2012.

6. University and Bank desire to amend the Agreement further to extend the term, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank hereby agree as follows:

1. University and Bank hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meanings assigned to them in the Agreement.

2. University and Bank hereby stipulate that the Agreement is in full force and effect.

3. The parties are exercising their option to extend the term of the Agreement for one (1) year pursuant to Section 1 of the Agreement. Accordingly, Section 1 is amended and supplemented with the following:

   The extended term of the Agreement is for a term of one (1) year commencing on May 1, 2013 and terminating on April 30, 2014, unless earlier terminated in accordance with this Agreement.

4. Except as modified by this Amendment and the First, Second, Third and Fourth Amendments, the Agreement remains in full force and effect in accordance with its original terms.

TEXAS STATE UNIVERSITY-SAN MARCOS

By: William A. Nance
Name: William A. Nance
Title: Vice President for Finance and Support Services

WELLS FARGO BANK, N.A.

By: [Signature]
Name: [Signature]
Title: [Signature]
SIXTH AMENDMENT TO TEXAS STATE UNIVERSITY
ATM/PIN-BASED DEBIT CARD AGREEMENT

This Sixth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (the “Amendment”) is made as of the 13th day of May, 2014 by and between Texas State University (“University”) and Wells Fargo Bank, N.A. (“Bank”).

RECITALS

1. University and Bank entered into that certain ATM/PIN-Based Debit Card Agreement (the “Agreement”) effective as of May 1, 2005.

2. University and Bank entered into that certain First Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (“First Amendment”) dated August 17, 2005.

3. University and Bank entered into that certain Second Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (“Second Amendment”) dated January 21, 2010.

4. University and Bank entered into that certain Fourth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (“Fourth Amendment”) dated April 10, 2012.

5. University and Bank entered into that certain Fifth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (“Fifth Amendment”) dated March 19, 2013.

6. University and Bank desire to amend the Agreement further to extend the term, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank hereby agree as follows:

1. University and Bank hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meanings assigned to them in the Agreement.

2. University and Bank hereby stipulate that the Agreement is in full force and effect.

3. The parties are exercising their option to extend the term of the Agreement for one (1) year pursuant to Section 1 of the Agreement. Accordingly, Section 1 is amended and supplemented with the following:

   The extended term of the Agreement is for a term of one (1) year commencing on May 1, 2014 and terminating on April 30, 2015, unless earlier terminated upon mutual agreement of the parties as a result of the parties entering into a new agreement for the services covered by this Agreement, or otherwise terminated in accordance with this Agreement.

4. Except as modified by this Amendment and the First, Second, Third, Fourth, and Fifth Amendments, the Agreement remains in full force and effect in accordance with its original terms.

TEXAS STATE UNIVERSITY

By: ____________________________
Name: William A. Nance
Title: Vice President for Finance & Support Services

WELLS FARGO BANK, N.A.

By: ____________________________
Name: Mark Masten
Title: Vice President, WP
SEVENTH AMENDMENT TO TEXAS STATE UNIVERSITY-SAN MARCOS
ATM/PIN-BASED DEBIT CARD AGREEMENT

This Seventh Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (the “Amendment”) is made as of the 11th day of February, 2015 by and between Texas State University-San Marcos (“University”) and Wells Fargo Bank, N.A. (“Bank”).

RECITALS

1. University and Bank entered into that certain ATM/PIN-Based Debit Card Agreement (the “Agreement”) effective as of May 1, 2005.

2. University and Bank entered into that certain First Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“First Amendment”) dated August 17, 2005.

3. University and Bank entered into that certain Second Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Second Amendment”) dated January 21, 2010.

4. University and Bank entered into that certain Third Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Third Amendment”) dated February 28, 2011.

5. University and Bank entered into that certain Fourth Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Fourth Amendment”) dated April 10, 2012.

6. University and Bank entered into that certain Fifth Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Fifth Amendment”) dated March 19, 2013.

7. University and Bank entered into that certain Sixth Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Sixth Amendment”) dated May 13, 2014.

8. University and Bank desire to amend the Agreement further to extend the term, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank hereby agree as follows:

1. University and Bank hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meanings assigned to them in the Agreement.

2. University and Bank hereby stipulate that the Agreement is in full force and effect.

3. The parties hereby agree to extend the term of the Agreement for one (1) year. Accordingly, Section 1 is amended and supplemented with the following:

   The extended term of the Agreement is for a term of one (1) year commencing on May 1, 2015 and terminating on July 31, 2016, unless earlier terminated upon mutual agreement of the parties as a result of the parties entering into a new agreement for the services covered by this Agreement, or otherwise terminated in accordance with this Agreement.

4. Except as modified by this Amendment and the First, Second, Third, Fourth, Fifth, and Sixth Amendments, the Agreement remains in full force and effect in accordance with its original terms.

TEXAS STATE UNIVERSITY-SAN MARCOS
By: William A. Vance
Name: William A. Vance
Title: Vice President, Finance and Support Services

WELLS FARGO BANK, N.A.
By: Jeff Schumacher
Name: Jeff Schumacher
Title: EVP, REGION PRESIDENT
This Eighth Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (the “Amendment”) is made as of the 10th day of December, 2015 by and between Texas State University-San Marcos (“University”) and Wells Fargo Bank, N.A. (“Bank”).

RECITALS

1. University and Bank entered into that certain ATM/PIN-Based Debit Card Agreement (the “Agreement”) effective as of May 1, 2005.

2. University and Bank entered into that certain First Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“First Amendment”) dated August 17, 2005.

3. University and Bank entered into that certain Second Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Second Amendment”) dated January 21, 2010.

4. University and Bank entered into that certain Third Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Third Amendment”) dated February 28, 2011.

5. University and Bank entered into that certain Fourth Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Fourth Amendment”) dated April 10, 2012.

6. University and Bank entered into that certain Fifth Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Fifth Amendment”) dated March 19, 2013.

7. University and Bank entered into that certain Sixth Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Sixth Amendment”) dated May 13, 2014.

8. University and Bank entered into that certain Seventh Amendment to Texas State University-San Marcos ATM/PIN-Based Debit Card Agreement (“Seventh Amendment”) dated February 11, 2015.

9. University and Bank desire to amend the Agreement further to extend the term, as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank hereby agree as follows:

1. University and Bank hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meanings assigned to them in the Agreement.

2. University and Bank hereby stipulate that the Agreement is in full force and effect.

3. The parties hereby agree to extend the term of the Agreement. Accordingly, Section 1 is amended and supplemented with the following:

   The extended term of the Agreement is for a term of nine (9) months commencing on August 1, 2016 and terminating on April 30, 2017, unless earlier terminated upon mutual agreement of the parties as a result of the parties entering into a new agreement for the services covered by this Agreement, or otherwise terminated in accordance with this Agreement.
4. Except as modified by this Amendment and the First, Second, Third, Fourth, Fifth, Sixth and Seventh Amendments, the Agreement remains in full force and effect in accordance with its original terms.

TEXAS STATE UNIVERSITY-SAN MARCOS

By: Eric Algoe
Name: Vice President for Finance & Support Services
Title:

WELLS FARGO BANK, N.A.

By: JEFF SCHUMACHER
Name: EVP / REGION PRESIDENT
Title:
NINTH AMENDMENT TO TEXAS STATE UNIVERSITY
ATM/PIN-BASED DEBIT CARD AGREEMENT

This Ninth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (herein the “Amendment”) is made as of this 18th day of May, 2016 by and between Texas State University (herein “University”) and Wells Fargo Bank, N. A. (herein “Bank”).

RECITALS

1. University and Bank entered into that certain ATM/PIN-Based Debit Card Agreement (the “Agreement”) effective as of May 1, 2005.

2. University and Bank entered into that certain First Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (“First Amendment”) dated August 17, 2005.

3. University and Bank entered into that certain Second Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (“Second Amendment”) dated January 21, 2010.

4. University and Bank entered into that certain Third Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (“Third Amendment”) dated February 28, 2011.

5. University and Bank entered into that certain Fourth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (“Fourth Amendment”) dated April 10, 2012.

6. University and Bank entered into that certain Fifth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (“Fifth Amendment”) dated March 19, 2013.

7. University and Bank entered into that certain Sixth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (“Sixth Amendment”) dated May 13, 2014.

8. University and Bank entered into that certain Seventh Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (“Seventh Amendment”) dated February 11, 2015.

9. University and Bank entered into that certain Eighth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (“Eighth Amendment”) dated December 10, 2015.

10. University and Bank have agreed to amend the Agreement to make certain clarifications regarding accounts offered to students and audit rights.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank hereby agree as follows:

1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. CARD NAME Bank Account. Section 5.c. of the Agreement is hereby deleted in its entirety and replaced with the following:

c. Enrolled students may choose the Wells Fargo Everyday Checking account, which will have no monthly service fee and no minimum balance requirement as long as the account is linked to an active Bobcat Card, or other product offered by Bank. Faculty and staff may select any checking account or package for which they may be eligible, including the Wells Fargo Everyday Checking account, which has no monthly service fee or minimum balance requirement provided that the account (i) receives an eligible direct payroll deposit of at least $500 per fee period, (ii) makes 10 or more debit card purchases and/or transactions per fee period, or (iii) is linked to an active Bobcat Card.
3. Examinations and Audit. Section 22 (Examinations) of the Agreement is hereby deleted in its entirety and replaced with the following:

22. Examinations and Audit. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its Bobcat Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. In addition, University will provide Bank or its duly authorized representatives with reasonable access to University’s records for the purpose of enabling Bank to confirm University’s compliance with the terms of this Agreement. All such records may be audited by Bank or its designated representative(s) at any time during University’s regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide University or its duly authorized representatives with reasonable access to Bank’s records for the purpose of enabling University to confirm Bank’s compliance with the terms of this Agreement. All such records may be audited by the University or its designated representative(s) at any time during Bank’s regular working hours upon reasonable notice. Each party may require persons obtaining access to its records under this Section 22, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 24.

4. Termination. New subsection d. is hereby added to Section 26 (Termination) as follows:

d. This Agreement may be terminated by University upon sixty (60) days’ prior written notice to Bank in the event: (i) University receives excessive complaints from students regarding their Bobcat Card Bank Accounts and Bank and University are not able to reach an agreement as to how to resolve such complaints; or (ii) University determines, based on its reasonable due diligence, that the fees imposed by Bank on Bobcat Card Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial accounts, and such determination by University is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.

5. Title IV Representation and Warranty. New Section 39 is hereby added as follows:

39. Title IV Representation and Warranty. University and Bank represent and warrant that Bobcat Card Bank Accounts are not being opened by University on behalf of any Eligible University Community Members, University is not establishing a process Eligible University Community Members follow to open Bobcat Card Bank Accounts, and University is not in any way assisting Eligible University Community Members in opening Bobcat Card Bank Accounts. Further, the Bobcat Card program is not being established for the purpose of University’s disbursement of Title IV funds and Bobcat Cards are not issued by Bank for the specific purpose of receiving Title IV funds.

6. Student Loan Representation and Warranty. New Section 40 is hereby added as follows:

40. Student Loan Representation and Warranty. University and Bank represent and warrant to one another that the pricing and other terms and conditions for the services provided under the Agreement are unrelated to whether the University refers student loans to Bank and to the amount of any such referrals. The parties further represent and warrant that royalty or other payments made by Bank to the University in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

7. Pursuant to the Eighth Amendment, the parties agree to extend the term of the Agreement as follows:

The extended term of the Agreement is for a term of nine (9) months commencing on August 1, 2016 and terminating on April 30, 2017, unless earlier terminated upon mutual agreement of the parties as a result of the parties entering into a new agreement for the services covered by this Agreement, or otherwise terminated in accordance with the Agreement.
8. **Continued Effect.** Except to the extent amended hereby, all provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

9. **Counterparts.** This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.

10. **Successors and Assigns.** This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective authorized officers as of the date first written above.

**TEXAS STATE UNIVERSITY**

By:  
Name: Eric Algoe  
Title: Vice President Finance and Support Services

**WELLS FARGO BANK, N.A.**

By:  
Name: Jeff Schumacher  
Title: EVP – Central Texas Region
TENTH AMENDMENT TO TEXAS STATE UNIVERSITY
ATM/PIN-BASED DEBIT CARD AGREEMENT

This Tenth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement (herein the "Amendment") is made as of this 6th day of February, 2017 by and between Texas State University (herein "University") and Wells Fargo Bank, N.A. (herein "Bank").

RECITALS

1. University and Bank entered into that certain ATM/PIN-Based Debit Card Agreement (the "Agreement") effective as of May 1, 2005.

2. University and Bank entered into that certain First Amendment to Texas State University ATM/PIN-Based Debit Card Agreement ("First Amendment") dated August 17, 2005.

3. University and Bank entered into that certain Second Amendment to Texas State University ATM/PIN-Based Debit Card Agreement ("Second Amendment") dated January 21, 2010.

4. University and Bank entered into that certain Third Amendment to Texas State University ATM/PIN-Based Debit Card Agreement ("Third Amendment") dated February 28, 2011.

5. University and Bank entered into that certain Fourth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement ("Fourth Amendment") dated April 10, 2012.

6. University and Bank entered into that certain Fifth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement ("Fifth Amendment") dated March 19, 2013.

7. University and Bank entered into that certain Sixth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement ("Sixth Amendment") dated May 13, 2014.

8. University and Bank entered into that certain Seventh Amendment to Texas State University ATM/PIN-Based Debit Card Agreement ("Seventh Amendment") dated February 11, 2015.

9. University and Bank entered into that certain Eighth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement ("Eighth Amendment") dated December 10, 2015.

10. University and Bank entered into that certain Ninth Amendment to Texas State University ATM/PIN-Based Debit Card Agreement ("Ninth Amendment") dated May 18, 2016.

11. University and Bank have agreed to amend the Agreement to extend the term, as more explicitly noted below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank hereby agree as follows:

1. University and Bank hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meaning assigned to them in the Agreement and above amendments, as applicable.

2. University and Bank hereby stipulate that the Agreement is in full force and effect.

3. The parties agree to extend the term of the Agreement as follows:

The extended term of the Agreement is for a term of one (1) month commencing on May 1, 2017 and terminating on May 31, 2017, unless earlier terminated upon mutual agreement of the parties as a result of the parties entering into a new agreement for the services covered by this Agreement, or otherwise terminated in accordance with the Agreement.
4. **Continued Effect.** Except to the extent amended hereby, all provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective authorized officers as of the date first written above.

**TEXAS STATE UNIVERSITY**

By: [Signature]

Name: Eric Algoe

Title: Vice President Finance and Support Services

**WELLS FARGO BANK, N.A.**

By: [Signature]

Name: Jeffrey Schumacher

Title: EVP/Region President
4. **Continued Effect.** Except to the extent amended hereby, all provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective authorized officers as of the date first written above.

**TEXAS STATE UNIVERSITY**

By: [Signature]

Name: Eric Algoe

Title: Vice President Finance and Support Services

**WELLS FARGO BANK, N.A.**

By: [Signature]

Name: Jeffrey Schumacher

Title: EVP/Region President