

CAMPUS ATM/PIN-BASED DEBIT CARD AGREEMENT

THIS AGREEMENT (herein "Agreement") is made and entered into effective as of July 1, 2017 ("Effective Date") by and between California State University, Stanislaus Auxiliary & Business Services (herein "University" or "ABS"), and Wells Fargo Bank, National Association (herein "Bank").

WHEREAS, University offers a multi-purpose identification card ("Warrior 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 banking and financial services to Eligible University Community Members in association with and accessed through the Warrior 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 linked Warrior Cards (each such checking account referred to herein as "Warrior 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 July 1, 2017 and shall terminate on June 30, 2022 ("Termination Date"), unless otherwise terminated as provided in Section 29 (the "Term") or unless both parties elect to renew the Agreement for up to five (5) additional one-year periods. University agrees to give Bank notice by the first day of March 2022 that it desires to extend the Term and upon mutual agreement, the Term shall be extended for a one (1) year period. This extension procedure shall likewise be applicable with respect to the four additional one-year periods.

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 Warrior 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, including approval of the proposed use and design. Bank shall deliver all Warrior 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. University also grants Bank authority to use published Warrior Card marketing materials as examples for prospective Bank clients or within Bank Campus Card marketing materials. Such examples will only be used if material has been previously used with the public such as printed brochures, flyers, banners and the like.

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 whatsoever unless specifically authorized in writing by an authorized representative under another contract.

ABS 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, ABS 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 ABS or Bank, or in the event ABS 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 ABS 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 23. ABS 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 ABS, 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 ABS or Bank, or where ABS agrees to discontinue use of the marks in order to resolve the claim.

3. Grant to Use Bank Name and Marks. Bank hereby grants ABS 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 Warrior Cards linked to a Warrior Card Bank Account and all promotional and informational materials prepared by ABS in connection with the Warrior Card under this Agreement. ABS will make no other use of Bank Marks without Bank's prior written consent. ABS agrees that all products and/or services offered in connection with the Warrior Card program shall be of a nature and quality commensurate with the nature and quality of the University's Warrior Card program. University shall deliver all Warrior 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 Warrior 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 23. 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, ABS 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 ABS, 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 Warrior Cards issued or reissued after notice of the change is given to ABS. ABS shall be permitted to issue Warrior Cards using stock which is already on order with the supplier as of the time Bank notifies ABS of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that ABS determines that such use is needed to permit its Warrior 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 ABS, Bank shall pay all of ABS's costs related to such changes. ABS shall have no obligation to reissue Warrior 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 \$10,000.00 within sixty (60) days of the execution of this Agreement.

b. Account Royalty Payment.

Bank will pay University for each eligible Warrior Card Bank Account linked to the Warrior Card for the purpose of ATM/PIN-based debit functionality and owned by an Eligible University Community Member.

The number of University Warrior Card Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible Warrior Card Bank Accounts which have a linked Warrior Card. Bank will use discrete product and customer identification and will only pay University for one linked Warrior Card Bank Account per Eligible University Community Member. To be considered for payment, the Warrior Card Bank Accounts must be in good standing, funded and owned by an Eligible University Community Member at the time annual computation is computed. Bank will determine computation in conjunction with University-provided total enrollment of Eligible University Community Members for the applicable academic school year (e.g., enrolled students).

The annual account royalty payment shall be based on the number of eligible Warrior Card Bank Accounts linked to Warrior Cards as a percentage of total student enrollments for the academic school year. Eligible checking accounts linked to a Warrior 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:

<i>Percentage of Student Enrollment Linked to a Warrior Card Bank Account</i>	<i>Annual Royalty Payment Based on Linked Warrior Card Bank Accounts</i>
0% - 19.9%	\$20,000
20.0% - 24.9%	\$27,000
25.0% - 29.9%	\$34,000
30.0% - 34.9%	\$41,000
35.0% - 39.9%	\$48,000
40.0% - 44.9%	\$55,000
45.0% - 49.9%	\$62,000
50.0% - 54.9%	\$90,000
55.0% - 59.9%	\$99,000
60.0% - 64.9%	\$108,000
65.0% - 69.9%	\$117,000
70.0% - 74.9%	\$126,000
75.0% - 79.9%	\$135,000
80.0% - 84.9%	\$144,000
85.0% - 89.9%	\$153,000
90.0% - 94.9%	\$162,000
95.0% - 99.9%	\$171,000
100%	\$180,000

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 32.

Royalty Payment Timeframes.

Initial Royalty Payment

The initial payment to University of \$10,000.00 will be within sixty (60) days of the date the Agreement is executed.

Annual Royalty Payments

In continuation of the Warrior Card program to open and link checking accounts to the Warrior Card for Eligible University Community Members, payment information is expected as follows:

- The account royalty payment will be calculated annually in September to ensure accurate payment has been made to University.
- Annual account royalty payments, based on number of linked Warrior Card Bank Accounts, will be calculated from the reported total enrollment of Eligible University Community Members (e.g., enrolled students) received from University as of the last week of October of the prior year's Fall semester and provided to Bank in August.
- In the event the Agreement terminates with less than a 12-month period for calculation purposes, the final annual account royalty payment will be prorated accordingly.

Accordingly,

- prior year Fall Semester total enrollment shall be provided to Bank by University in August 2018 for annual account royalty payment calculation and in August of subsequent years of term.
- the first account royalty payment based on participation would be calculated in September 2018.
- the account royalty payment shall be made by Bank to University no later than November 2018 and in November of subsequent years of term.

5. Warrior Card Payments. Bank will pay up to \$1.00 of the actual cost of the plastic card stock for each Warrior Card issued to Eligible University Community Members during the Term of the Agreement.

Bank will not pay for replacement Warrior Cards issued to Eligible University Community Members if they are lost or stolen or requested for other purposes. It is at the University's discretion whether to charge Eligible University Community Members for replacement Warrior Cards.

Payment Date

Bank will pay University within sixty (60) days of receipt of detailed invoice, indicating number of cards issued by University.

- Such invoice will be provided annually in October.

6. Warrior Card Bank Account. During the Term, Bank will provide in accordance with this Section 6 a checking account linked to the Warrior Card for Warrior 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 \$25.00 by the Warrior Card holder. In compliance with Department of Education ("DOE") regulations, Bank agrees that: (i) it shall not charge fees to University students for opening a Warrior Card Bank Account under this Agreement; (ii) it shall not charge University students a service fee for ATM withdrawal transactions conducted using a Warrior Card, and involving a Warrior Card Bank Account, at ATMs that belong to Bank's proprietary ATM network; (iii) it shall provide terms and conditions and obtain the student's consent before a Warrior Card Bank Account is opened for the student; and (iv) it shall ensure that the Warrior Card Bank Accounts are not converted by Bank into credit cards. In compliance with DOE regulations, University agrees that: (i) it shall maintain a neutral student choice portal, listing the student's existing account first, allowing students to change their choice at any time, ensuring that no option is preselected, and that it shall mail the student a check for any refund amounts due within 14 days if no option is selected; and (ii) it shall not convert the Warrior Card into a credit card. Nothing herein prohibits Bank from closing any Warrior Card Bank Account in accordance with standard deposit account procedures. A "linked" checking account is defined as a Warrior Card Bank Account which has a Warrior Card linked to it within the Bank's system, for the purpose of ATM and PIN-based debit purchase functionality.

- a. Some Warrior Card holders may not be eligible for the Warrior 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 Warrior Card holder shall be considered to be a Warrior Card Bank Account.
- c. Enrolled students may choose the *Wells Fargo Everyday Checking* account, or other product offered by Bank, to which a Warrior Card may be linked. Faculty and staff may select any checking account or package for which they may be eligible to which a Warrior Card may be linked.
- d. The Warrior 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 6 of this Agreement.
- e. The Warrior Card can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS, Star, and Pulse transactions or PIN-based purchases at merchants where Interlink or Maestro cards are accepted) to a Warrior Card Bank Account.

- f. During the Term, should University decide to process student financial aid 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 Warrior 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.
- 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 Warrior Card and the Warrior 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 Warrior Card holders,
 - ii Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number,
 - iii Link to log-in for secure online banking session, and
 - iv 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 Warrior Card Bank Accounts that it makes generally to its non- Warrior Card Bank Accounts. Any such right to change deposit account terms and conditions does not reduce or eliminate Bank's obligations under this Agreement.

7. Warrior Card Bank Account Opening. The Warrior 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 Warrior Card Bank Account applications from Warrior Card holders. Bank may accept deposits to Warrior 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 shall be responsible for obtaining information from the Warrior Card holder in connection with the Warrior Card Bank Account opening. University will not have authority or responsibility to open any accounts or accept any deposits on behalf of Bank.

Bank has the right to refuse to open a Warrior Card Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the Warrior 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 Warrior Card Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

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

- i an electronically stored photo of the Warrior Card holder,
- ii the Warrior Card holder's relationship to University (faculty, staff, student),
- iii 16-digit ISO number printed on the card;
- iv the Warrior Card holder's first and last name, and
- v Wells Fargo logo.

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

- i One dedicated magnetic two-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two for banking use
- ii Wells Fargo logo (if not printed on card front),
- iii the appropriate ATM network "bugs" as follows:
Plus: 15mm wide X 8.25mm high
- iv Visa required language:
"ATM and purchase capability requires a linked deposit account." This copy must appear:
 - Near the Plus Mark
 - In at least 4-point Helvetica type font
- v instructions for reporting lost or stolen cards.

The Warrior 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 Warrior Card. While University shall cooperate with Bank to create a Warrior Card design with the intention of maximizing market potential and having an otherwise attractive appearance, University shall retain the right to disapprove Bank's 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 Warrior Card shall be subject to Bank's and University's prior approval, 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 and University 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 at University's expense with an initial trademark/service mark search if requested by University. 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.

9. Issuance of Cards. Eligible University Community Members will receive the University Warrior Card with the capability to access Bank financial services. Bank and University will work together through mutually agreed upon communication methods including without limitation communications that the University will initiate such as email, campus newspaper, orientation and acceptance mailings, etc. for the purposes of educating Eligible University Community Members about the new Warrior Card program with optional PIN-based debit functionality and marketing the same.

Eligible University Community Members who receive the Warrior 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 Warrior Card at account opening so that it can be linked in Bank's system to be eligible for ATM/PIN-based debit functionality.

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

University will have the right to issue replacement Warrior Cards in accordance with the terms of this Agreement to Warrior Card holders, whether or not they have a Warrior Card Bank Account, provided University confirms that the original Warrior Card has been duly reported as lost or stolen to Bank by the Warrior Card holder.

10. Changes to the Warrior Card. University reserves the right to make alterations within a mutually agreed upon time to the Warrior 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 Warrior Card program and will notify Bank of proposed alterations within a reasonable time prior to making the alterations.

11. Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should a Warrior Card be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the Warrior Card's capability for processing transactions through the Warrior Card Bank Account. Bank shall provide Warrior Card holders, without cost to the University, a toll-free phone number for the purposes of notifying the Bank of lost and stolen Warrior 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 Warrior 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 California.

12. 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 Warrior Card, ABS shall in accordance with such policies and procedures as it may establish, terminate the functionality of the Warrior Card and its University identification benefits. However, ABS shall not be required to collect the Warrior Card; nor shall the Warrior Card holder be required to forfeit the Warrior Card. Bank may or may not discontinue the services of the Warrior Card Bank Account of any individual no longer qualifying as an Eligible University Community Member.

13. Disposition of Cards Upon Termination. Upon the termination or expiration of this Agreement for any reason, outstanding Warrior Cards actively serving as University's multi-function identification card and displaying the Bank Marks may or may not be replaced by

University, at the University's sole discretion. Such outstanding Warrior 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 Warrior Card Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the Warrior 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 Warrior 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.

14. ISO Number Ownership. At all times, University shall be deemed to own the ISO numbers associated with the Warrior Cards issued pursuant to this Agreement.

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

16. Current and Future Technologies. As technology(ies) advance during the Term of this Agreement, ABS may request and Bank may consider providing such enhanced products/services which are mutually agreeable and which may result in incremental cost to ABS or Eligible University Community Members (e.g., the University may replace plastic I.D. cards with new and future/virtual technology, etc.).

17. Department of Education Cash Management Rules. Bank acknowledges that University must adhere to the Department of Education Cash Management Rules, including reporting requirements, and agrees to share information with the University that is necessary for the University to do so. This includes, but is not limited to, the following:

- a. Using a format published by the Department of Education, the University must post conspicuously (on the same URL that discloses the contract) the total consideration, monetary and non-monetary, paid or received by the parties under the terms of the contract.
- b. For any year during which enrolled students open 30 or more bank accounts under the T2 arrangement, the following information must also be posted:
 - i. the number of enrolled students who had financial accounts under the contract at any time during the most recently completed award year;
 - ii. the mean and median of the actual costs incurred by those active account holders;

iii. for subsequent years, this information must be posted no later than 60 days following the most recently completed award year.

18. 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 Warrior Card used as the University ID card, except to the extent the Warrior Card is used to perform electronic funds transfers to or from any Warrior Card Bank Account, in which case Bank will be considered the "issuer." Bank will not be responsible to University or any Warrior Card holder for any liability arising from University's "issuer" responsibilities. Bank will be considered the "issuer" of the Warrior Card as it pertains to electronic funds transfers to or from any Warrior Card Bank Account and to the performance of any other financial transactions involving a Warrior Card Bank Account. Bank will be responsible to the Warrior Card holder for any unauthorized or erroneous transaction involving the Warrior Card Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), to the extent applicable. University will not be responsible to Bank or to any Warrior Card holder for any liability arising from Bank's issuer responsibilities or for losses to any Warrior Card Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a Warrior 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 Warrior Card Bank Accounts, if any, University will comply with all applicable laws and regulations. For the avoidance of doubt, the parties hereby acknowledge and agree that Bank is not providing any funds disbursement services to University or its students.

19. Marketing. Bank and University shall fully cooperate and shall work in conjunction to promote the Warrior Card program through various marketing efforts. Both Bank and University shall approve the content, timing, and use of all promotional initiatives and marketing/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 communication channels available to University. University will provide Bank with the opportunity to provide information about the Bank financial services associated with the Warrior Card program to University Cardholders and new incoming University students through various methods, which may include without limitation emails, acceptance and orientation packets, letters, flyers and inserts. University and Bank will mutually agree upon direct mail and email communication strategies, and University will send these communications on Bank's behalf. University agrees that such marketing materials will include both the Bank Marks and University Marks. 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 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 Warrior Card program and associated Bank financial services to all parents/guardians and students. The University Warrior Card program and associated Bank financial services will be communicated as the students are issued their identification card. As mutually agreed, Bank will actively participate in student orientations at no additional cost to Bank 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 Warrior Card holders including but not limited to the above marketing efforts and "tabling" on campus.

20. Marketing Budget. Bank will provide the marketing services function for marketing and promotion of the Warrior Card program. Bank estimates that its annual marketing budget for the promotion of the Warrior Card Campus Card project will be approximately \$15,000.00 annually during the Term of this Agreement. This budget includes funding for annual marketing materials including customized materials that will highlight the banking features of the new Warrior Card and the benefits of linking it to a Warrior Card Bank Account.

21. Right of First Refusal.

Campus Bank Facility and ATMs. During the Term of this Agreement, University shall grant to Bank a right of first refusal ("Refusal Right") relating to the opening of an on campus bank facility and/or installation of additional ATMs upon the following terms and conditions: 1) If University desires to open an on campus bank facility or install additional ATMs, University shall notify Bank of such fact and shall submit to Bank a proposal containing the same provisions and conditions as those proposed to any other entity. Bank shall have sixty (60) business days after University submits said proposal to accept the proposal in writing; and 2) if Bank fails to accept said proposal within the sixty (60) business day period, then at such time Bank's Refusal Right shall be null and void and of no further force and effect. If Bank accepts the proposal, the parties shall promptly enter into an agreement reflecting the terms of the same.

22. Insurance. Bank shall not commence Work until it has obtained all the insurance required in this Agreement, and such insurance has been approved by the University.

(a) Policies and Coverage.

(1) Bank shall obtain and maintain the following policies and coverage:

- (i) Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, covering Work done or to be done by or on behalf of Bank and providing insurance for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the Work.

- (ii) Business Automobile Liability Insurance on an occurrence basis, covering owned, hired, and non-owned automobiles used by or on behalf of Bank and providing insurance for bodily injury, property damage, and contractual liability. Such insurance shall include coverage for uninsured and underinsured motorists.
- (iii) Worker's Compensation including Employers Liability Insurance as required by law.

(2) Bank also may be required to obtain and maintain the following policies and coverage:

- (i) Environmental Impairment Liability Insurance should the Work involve hazardous materials, such as asbestos, lead, fuel storage tanks, and PCBs.
- (ii) Other Insurance by agreement between the Trustees and Bank.

(b) Verification of Coverage. Bank shall submit original certificates of insurance to the policies of insurance required by the Agreement to the Trustees as evidence of the insurance coverage. Renewal certifications shall be timely filed by Bank for all coverage until the Work is accepted as complete.

(c) Insurance Provisions. Nothing in these insurance provisions shall be deemed to alter the indemnification provisions in this Agreement. The insurance policies shall contain, or be endorsed to contain, the following provisions.

- (1) For the general and automobile liability policies, the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents are to be covered as additional insureds.
- (2) For any claims related to the Work, Bank's insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents. Any insurance or self-insurance maintained by the State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall be in excess of Bank's insurance and shall not contribute with it.
- (3) Coverage shall not be canceled by either Bank or the insurance carrier, except after thirty (30) Days prior written notice by certified mail, return receipt requested, has been given to the Trustees by Bank.
- (4) The State of California, the Trustees of the California State University, the University, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

(d) Amount of Insurance.

(1) For all projects, the insurance furnished by Bank under this section shall provide coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability

\$4,000,000 General Aggregate

\$2,000,000 Each Occurrence--combined single limit for bodily injury and property damage.

(ii) Business Automobile Liability Insurance-Limits of Liability

\$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.

(iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

(2) For projects involving hazardous materials, Bank shall provide additional coverage in amounts not less than the following, unless a different amount is stated in the Supplementary General Conditions:

(i) Environmental Impairment (pollution) Liability Insurance-Limits of Liability

\$10,000,000 General Aggregate

\$ 5,000,000 Each Occurrence-- combined single limit for bodily injury and property damage, including cleanup costs.

(ii) In addition to the coverage for Business Automobile Liability Insurance, Bank shall obtain for hazardous material transporter services:

(iii) MCS-90 endorsement

(iv) Sudden & Accidental Pollution endorsement--Limits of Liability*

\$2,000,000 Each Occurrence

\$2,000,000 General Aggregate

*A higher limit on the MCS-90 endorsement required by law must be matched by the Sudden & Accidental Pollution Insurance.

With the Trustees' approval, Bank may delegate the responsibility to provide this additional coverage to its hazardous materials subcontractor. When Bank returns its signed project construction phase agreement to the Trustees, Bank shall also provide the Trustees with a letter stating that it is requiring its hazardous materials subcontractor to provide this additional coverage, if applicable. Bank shall affirm in this letter that the hazardous materials subcontractor's certificate of insurance shall also adhere to all insurance requirements. Further, this letter will provide that the subcontractor's certificate of insurance will be provided to the Trustees as soon as Bank fully executes its subcontract with the hazardous materials subcontractor, or within 30 Days of the Notice to Proceed, whichever is less.

(e) Acceptability of Insurers.

Insurers shall be licensed by the State of California to transact insurance and shall hold a

current A.M. Best's rating of A:VII, or shall be a carrier otherwise acceptable to the University.

(f) Subcontractor's Insurance.

Bank shall ensure that its subcontractors are covered by insurance of the types required by this Agreement, and that the amount of insurance for each subcontractor is appropriate for that subcontractor's Work. Bank shall not allow any subcontractor to commence Work on its subcontract until the insurance has been obtained. Only Bank and its hazardous materials subcontractor(s) shall have the coverage for projects involving hazardous materials.

(g) Miscellaneous.

(1) Any deductible under any policy of insurance required in this Article shall be Bank's liability.

(2) Acceptance of certificates of insurance by the Trustees shall not limit Bank's liability under this Agreement.

(3) In the event Bank does not comply with these insurance requirements, the Trustees may, at its option, provide insurance coverage to protect the Trustees. The cost of the insurance shall be paid by Bank and, if prompt payment is not received, may be deducted from Agreement sums otherwise due to Bank.

(4) If the Trustees are damaged by the failure of Bank to provide or maintain the required insurance, Bank shall pay the Trustees for all such damages.

(5) Bank's obligations to obtain and maintain all required insurance are non-delegable duties under this Agreement.

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, and products liability, 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.

23. Liability. Bank will exercise reasonable and customary care in providing electronic funds transfer services and other services to Warrior 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 Warrior 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 Warrior Cards, Warrior 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 and customary care to promptly reinstate service.

Indemnification. Except as otherwise expressly provided in this Agreement, Bank agrees to indemnify, defend, and save harmless the State of California, the Trustees of the California State University, Chancellor's Office, the University, California State University, Stanislaus Auxiliary and Business Services, their officers, agents, and employees of each of them (all of which are hereinafter referred to as "State") from any and all loss, damage and liability that may be suffered or incurred by State, caused by, arising out of, or in any way connected with Bank's negligent or willful misconduct in performance of services under the Warrior Card program covered by this Agreement. University agrees to indemnify, defend, and save harmless Bank, its officers, agents and employees from any and all loss, damage or liability that may be suffered or incurred by Bank, caused by, arising out of, or in any way connected with University's negligent or willful misconduct in its performance under this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, 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.

24. 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 Trustees, 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.

25. Examinations and Audit. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its Warrior 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 25, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 27.

26. 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 Warrior Card holders from using Warrior Cards as stored value cards, declining balance cards or smart cards. In addition, with the exception of existing and future ATMs on campus, during the Term of this Agreement, University will give Bank exclusive access to market financial services to Eligible University Community Members including the marketing efforts indicated in Section 19.

27. 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 Warrior Card Bank Account application data and Warrior Card Bank Account transaction information which shall automatically be deemed to be Confidential Information of Bank, and information deemed confidential by law, 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 or as defined by any applicable regulation, 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 (as defined by any applicable regulation) 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 Warrior Card holders and who have Warrior 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 Warrior Card holders who have obtained Warrior Card Bank Accounts from Bank if such use was for a purpose prohibited by this Section 27; 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.

28. Equipment. University is responsible for providing at its cost any equipment and systems programming necessary to implement the new Warrior Card program. Bank is responsible for providing any additional needed data lines and installation at its cost.

29. 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 60 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 60 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 120 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 Warrior Card program has or threatens to have a material adverse financial impact on Bank or University due to a change in applicable law, regulation, rule or policy applicable to Bank or University or the use of one or more of the Warrior 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 Warrior Card (s); or (ii) Bank is notified by a regulatory agency, or either party otherwise becomes aware, that any aspect of the Warrior Card program does not comply with any applicable law, regulation, rule or policy applicable to Bank or University.
- 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 Warrior 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 Warrior Card Bank Accounts are, considered as a whole, 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.

30. 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.

31. 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 Warrior 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, entities affiliated with Bank or owned or controlled by entities affiliated with Bank, or vendors who provide certain card services and in such cases, no written consent or separate written contract shall be required for arrangements made with such entities.

32. 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:

Sandy Raco
Community Bank President
Wells Fargo Bank
MAC A0827-012
8405 N. Fresno St., 1st Floor
Fresno, CA 93720-1537

If to University:

Darrell Haydon
Interim Executive Director of Auxiliary & Business Services
California State University, Stanislaus
One University Circle
Turlock, CA 95382

With a copy to:

Karen Meade, CPSM, C.P.M.
Procurement and Contracts Manager
California State University, Stanislaus
One University Circle
Turlock, CA 95382

33. Amendments and Waiver. This Agreement may be amended only in 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.

34. Governing Law. The laws of the State of California shall govern 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 Warrior Card Bank Account.

35. 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.

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

37. 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, ABS and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement.

38. 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.
- 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.

39. Taxpayer Identification Number. ABS' Taxpayer Identification Number (TIN) is 94-6122059 as certified by the Internal Revenue Service in the form attached as Exhibit C.

40. License to Establish Link to Bank Web Site. University may choose to use the Bank "red box" logo on the University Internet web site as a link to Bank's Internet web site at wellsfargo.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 <http://www.csustan.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 <http://www.csustan.edu>/ for the exclusive purpose of linking from <http://www.csustan.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) business 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 agrees that any University web page featuring banking information must be accompanied by required banking disclosures, including, but not limited to "Wells Fargo Bank, N.A., Member FDIC." University shall deliver all web pages that reference Bank and/or contain the Logo to Bank prior to publication for Bank's consent.

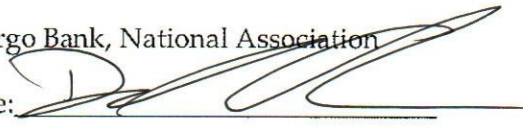
This license to use Logo shall be royalty-free. This license to use Logo and any and all rights granted hereunder are personal in nature to University, are non-transferable by University, do not convey any sublicensing rights to University, and shall not inure to the benefit of any successor in interest 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.

41. 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.

42. Title IV Representation and Warranty. University and Bank represent and warrant that Warrior 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 Warrior Card Bank Accounts, and University is not in any way assisting Eligible University Community Members in opening Warrior Card Bank Accounts. Further, the Warrior Card program is not being established for the purpose of University's disbursement of Title IV funds and Warrior Cards are not issued by Bank for the specific purpose of receiving Title IV funds.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates designated below.

Wells Fargo Bank, National Association

Signature: 

Name: David Galasso

Title: Region President

Date: 12-21-17

California State University, Stanislaus Auxiliary & Business Services

Signature: Darrell Haydon

Name: Darrell Haydon

Title: Interim Executive Director of Auxiliary & Business Services

Date: 12/20/17

EXHIBIT A

UNIVERSITY MARKS

University Marks to be provided by an authorized University representative. During the term of this Agreement, changes to the University Marks may be made by the authorized University representative listed under section 32. Notices without a formal amendment.

EXHIBIT B
BANK MARKS



(Black box with white letters)



(Red box with gold letters)

EXHIBIT C

UNIVERSITY TAXPAYER IDENTIFICATION NUMBER



OGDEN UT 84201-0038

In reply refer to: 0351348488
Aug. 25, 2003 LTR 147C
94-6122059 000000 00 000
Input Op: 0351348488 01636
BODC: TE

CALIFORNIA STATE UNIVERSITY
STANISLAUS AUXILIARY & BUSINESS
801 W MONTE VISTA AVE
TURLOCK CA 95382-0256019

Employer Identification Number: 94-6122059

Dear Taxpayer:

We received your request of Aug. 14, 2003 asking us to verify your employer identification number (EIN) and name.

Your employer identification number (EIN) is 94-6122059. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence or documents.

If you have any questions, please call us toll free at 1-800-829-0115.

If you prefer, you may write to us at the address shown at the top of the first page of this letter.

Whenever you write, please include this letter and, in the spaces below, give us your telephone number with the hours we can reach you. Also, you may want to keep a copy of this letter for your records.

Telephone Number () _____ Hours _____