CONTRACT FOR SERVICES between
TEXAS A&M UNIVERSITY – CORPUS CHRISTI and WELLS FARGO, N.A.
re: Banking Services; Off Campus Merchant Program; SandDollar$ 

THIS AGREEMENT (herein “Agreement”) is made and entered into effective as of
July 29, 2016 (“Effective Date”) by and between Texas A&M - Corpus Christi, a member of The
Texas A&M System, an agency of the State of Texas (herein “TAMU-CC”) and Wells Fargo Bank,
N.A. (herein “Bank”).

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

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

WHEREAS, TAMU-CC further desires Bank to arrange for certain services whereby Eligible TAMU-CC Community Members can use the SandDollar$ Card to purchase goods and services from area merchants;

WHEREAS, Bank seeks to establish new account relationships through its affiliation with TAMU-CC including but not limited to checking accounts with linked SandDollar$ Cards (each such checking account referred to herein as “SandDollar$ Card Bank Account”); and

WHEREAS, Bank has executed a Space Lease Agreement with TAMU-CC for a term of June 1, 2015 through May 31, 2020 in the amount of $3,150.00 per month, or $37,800.00 annually (See, Exhibit 4)

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

1. Term of Agreement. The term of this Agreement shall be November 1, 2016 through October 31, 2021.
2. **Agreement Documents.** The contract documents shall consist of the following (listed in order of precedence) attached to and incorporated as part of this Contract:

A. This executed Agreement;
B. Exhibit “A” – RFP6-0005, dated March 4, 2016;
C. Exhibit “B” – Bank’s Response to RFP, dated April 6, 2016; and
D. Exhibit “C” – Award letter, dated May 11, 2016.

In the event of a conflict between the terms of this Agreement and the other documents listed above, the Agreement shall control.

3. **Grant to Use TAMU-CC Name and Marks.** TAMU-CC hereby grants Bank during the Term an exclusive, non-assignable, and irrevocable world-wide license to use, display and reproduce, and otherwise exploit the various logos and other identifying property and marks set forth on Exhibit “I” of this Agreement (collectively, the “TAMU-CC Marks”) for the sole purpose of offering and promoting the financial products and services to Eligible TAMU-CC Community Members through the SandDollar$ Card program. All applications of the TAMU-CC Marks by the Bank must conform to Exhibit 1, along with any specifications established by the TAMU-CC which specifications may be amended from time to time. Bank will make no other use of the TAMU-CC Marks or any other trademark or trade name owned by or associated with the TAMU-CC without, in each case, TAMU-CC’s prior explicit written consent. Bank shall deliver all SandDollar$ Card designs and all promotional and informational materials prepared by Bank that contain any TAMU-CC Mark to TAMU-CC prior to publication for TAMU-CC’s prior written consent which consent shall not be unreasonably withheld or unduly delayed. TAMU-CC also grants Bank authority to use published SandDollar$ 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 TAMU-CC is the owner of the TAMU-CC Marks, that the limited right hereunder to use the TAMU-CC Marks does not confer upon Bank any license or right of ownership of the TAMU-CC Marks, and all use of the TAMU-CC Marks by Bank will inure to the benefit of TAMU-CC. Accordingly, Bank’s limited right to the use of the TAMU-CC 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 TAMU-CC Marks or the right of the TAMU-CC 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 TAMU-CC Marks or any mark, design or logo intended to identify the TAMU-CC. Upon expiration or termination of this Agreement for any reason, Bank will immediately cease any and all use of the TAMU-CC Marks or any variation of the TAMU-CC Marks on promotional and informational materials prepared by Bank in connection with this Agreement.

TAMU-CC does not make, and hereby disclaims, any representations or warranties with respect to the TAMU-CC Marks, or with respect to whether the TAMU-CC Marks infringe the rights of
any other party, or with respect to the existence of any state or federal registration of the TAMU-CC Marks or design as a trade name, trademark or mark. If there is any claim against TAMU-CC or Bank that the TAMU-CC Marks or any modifications thereof, as authorized by TAMU-CC, infringe the rights of another party, TAMU-CC will, at its own expense, defend Bank’s right to use of the TAMU-CC Marks as authorized under this Agreement. In the event any such claim is resolved adversely to TAMU-CC or Bank, or in the event TAMU-CC 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 to the extent permitted by the Laws and Constitution of the State of Texas, TAMU-CC 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 24. To the extent permitted by the Laws and the Constitution of the State of Texas, TAMU-CC 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 TAMU-CC Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by the TAMU-CC, Bank agrees to immediately discontinue the use of any TAMU-CC Marks where there has been a claim of infringement and the claim has been resolved adversely to TAMU-CC or Bank, or where TAMU-CC agrees to discontinue use of the marks in order to resolve the claim.

4. Grant to Use Bank Name and Marks. Bank hereby grants TAMU-CC during the Term a non-exclusive right and license to use the marks set forth on Exhibit “2” of this Agreement (collectively, the “Bank Marks”) on all SandDollar$ Cards linked to a SandDollar$ Card Bank Account and all promotional and informational materials prepared by TAMU-CC in connection with the SandDollar$ Card under this Agreement. The Bank Marks shall appear on the non-standard version of the SandDollar$ Card which is linked to a SandDollar$ Card Bank Account. TAMU-CC will make no other use of Bank Marks without Bank’s prior written consent. TAMU-CC agrees that all products and/or services offered in connection with the SandDollar$ Card program shall be of a nature and quality commensurate with the nature and quality of the TAMU-CC’s SandDollar$ Card program. TAMU-CC shall deliver all SandDollar$ Card designs and all promotional and informational materials prepared by TAMU-CC that contain any Bank Mark to Bank prior to publication for Bank’s prior written consent.

TAMU-CC 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 TAMU-CC 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, TAMU-CC’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, TAMU-CC will immediately cease any and all use of the Bank Marks or any variation of the Bank Marks on SandDollar$ 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 trade name, trademark or service mark. If there is any claim against Bank or TAMU-
CC 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 TAMU-CC’s right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or TAMU-CC, 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 TAMU-CC against any expenses TAMU-CC 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 24. Bank further agrees to indemnify TAMU-CC against all liabilities TAMU-CC incurs to third parties (including, without limitation damage awards obtained by such third parties against TAMU-CC), together with TAMU-CC’s reasonable costs of defending against such liabilities (including attorney fees), arising from TAMU-CC’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, TAMU-CC 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 TAMU-CC, 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 SandDollar$ Cards issued or reissued after notice of the change is given to TAMU-CC. TAMU-CC shall be permitted to issue SandDollar$ Cards using stock which is already on order with the supplier as of the time Bank notifies TAMU-CC of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that TAMU-CC determines that such use is needed to permit its SandDollar$ 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 TAMU-CC, Bank shall pay all of TAMU-CC’s costs related to such changes. TAMU-CC shall have no obligation to reissue SandDollar$ 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.

ATM/PIN-BASED DEBIT CARD PROGRAM

5. Royalties to TAMU-CC. In consideration of the license and grant of rights from TAMU-CC given to the Bank and more particularly described in the balance of this Agreement, Bank will make financial payments to TAMU-CC in accordance with Campus Banking Financial Proposal as shown below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Proposal for connected accounts and longevity</td>
<td>Royalties paid based upon linked cards $15,000 minimum with escalations above 40%</td>
</tr>
</tbody>
</table>

Payments described in this Section shall be deemed paid upon receipt by TAMU-CC at the address indicated herein for receipt of notices.

Contract for Services between Texas A&M University — Corpus Christi and Wells Fargo, N.A.
Royalty Payment Timeframes

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

The number of TAMU-CC SandDollar$ Card Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible SandDollar$ Card Bank Accounts which have a linked SandDollar$ Card. Bank will use discrete product and customer identification and will only pay TAMU-CC for one linked SandDollar$ Card Bank Account per Eligible TAMU-CC Community Member. To be considered for payment, the SandDollar$ Card Bank Accounts must be in good standing, funded and owned by an Eligible TAMU-CC Community Member at the time annual computation is computed. Bank will determine computation in conjunction with TAMU-CC provided total enrollment of Eligible TAMU-CC Community Members (e.g., enrolled students). The total number of Eligible TAMU-CC Community Members will represent the total student enrollment number for the academic school year as of TAMU-CC’s fall census date as defined by the Coordinating Board.

The annual account royalty payment shall be based on the number of eligible SandDollar$ Card Bank Accounts linked to SandDollar$ Cards as a percentage of total student enrollments for the academic school year. Eligible checking accounts linked to a SandDollar$ 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>Weighted Campus Card * Penetration (%) min</th>
<th>Annual Royalty $</th>
</tr>
</thead>
<tbody>
<tr>
<td>0% - 39.9%</td>
<td>$15,000</td>
</tr>
<tr>
<td>40% - 44.9%</td>
<td>$16,000</td>
</tr>
<tr>
<td>45% - 49.9%</td>
<td>$18,000</td>
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<tr>
<td>50% - 54.9%</td>
<td>$20,000</td>
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<tr>
<td>55% - 59.9%</td>
<td>$22,000</td>
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<tr>
<td>60% - 64.9%</td>
<td>$24,000</td>
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<td>65% - 69.9%</td>
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<td>70% - 74.9%</td>
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<tr>
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</tr>
<tr>
<td>90% - 94.9%</td>
<td>$36,000</td>
</tr>
<tr>
<td>95% - 99.9%</td>
<td>$38,000</td>
</tr>
<tr>
<td>100%</td>
<td>$40,000</td>
</tr>
</tbody>
</table>
Payments described in this Section and in Bank’s RFP Response shall be deemed paid upon receipt by TAMU-CC at the address indicated herein for receipt of notices pursuant to Section 33 of this Agreement.

**Royalty Payment Timeframes.** Payment information is expected as follows:

- The account royalty payment will be calculated annually in June using May month-end data to ensure accurate payment has been made to TAMU-CC.

- Annual account royalty payments, based on number of linked SandDollar$ Card Bank Accounts, will be calculated from the total enrollment of Eligible TAMU-CC Community Members based on TAMU-CC’s fall census date as defined by Coordinating Board. The annual account royalty payment will be due to TAMU-CC within thirty (30) days of the receipt of the requested account royalty payment invoice from TAMU-CC.

Accordingly, the first account royalty payment for this new term based on participation will be calculated using May month end data, in June 2017. The account royalty payment would be made by August 2017.

6. **SandDollar$ Card Bank Account.** During the Term, Bank will provide in accordance with this Section 6 a checking account linked to the SandDollar$ Card for SandDollar$ 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 $25.00 by the SandDollar$ Card holder within the 1st thirty (30) days of account opening. Nothing herein prohibits Bank from closing any SandDollar$ Card Bank Account in accordance with standard deposit account procedures. Eligible TAMU-CC 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 SandDollar$ Card linked to it within the Bank’s system, for the purpose of ATM, PIN-based debit and offline debit purchase functionality.

a. Some SandDollar$ Card holders may not be eligible for the SandDollar$ 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 SandDollar$ Card holder shall be considered to be a SandDollar$ Card Bank Account.

c. Enrolled students may choose the Wells Fargo Everyday Checking account, or comparable Account, or other product offered from time to time by Bank, to which a SandDollar$ Card may be linked. Faculty and staff may choose any checking account Membership® or package for which they may be eligible to which a SandDollar$ Card may be linked.

d. The SandDollar$ 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 SandDollar$ 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 cards or Maestro are accepted) to a SandDollar$ Card Bank Account.

f. During the Term, should TAMU-CC decide to process funds disbursement payments by electronic means, Bank agrees to accept such electronic refund transactions through the ACH System, as normal banking services, and make these funds available to Eligible TAMU-CC Community Members by direct deposit to the SandDollar$ Card Bank depository account maintained by the Bank for the Eligible TAMU-CC Community Members, all without additional deposit-related processing charges or fees to the student.

7. **SandDollar$ Card Bank Account Opening.** The SandDollar$ Card Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided however, that TAMU-CC shall have the right to determine where, on the TAMU-CC’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 SandDollar$ Card Bank Account applications from SandDollar$ Card holders. Bank may accept deposits to 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 SandDollar$ Card holder in connection with the SandDollar$ Card Bank Account opening. TAMU-CC 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 SandDollar$ Card Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the SandDollar$ Card program, including the opening of checking accounts for Eligible TAMU-CC Community Members. Additional Bank personnel will be available and assigned as reasonably needed and as mutually agreed upon to support SandDollar$ Card Bank Account services during peak activity times, such as the initial re-carding process and student orientations.

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

(i) an electronically stored photo of the SandDollar$ Card holder,

(ii) the SandDollar$ Card holder's relationship to TAMU-CC (faculty, staff, student, or others),

(iii) the SandDollar$ Card holder's first and last name,

(iv) 16-digit card number (required).

The reverse side of the SandDollar$ Card shall have these minimum requirements:

(i) magnetic three-track strip encoded to conform with ISO 7812 and 7813 Standards, with the 16-digit ISO number encoded in track two,

(ii) Wells Fargo logo,

(iii) the appropriate ATM network "bugs," as follows:
   - Plus: 15mm wide X 8.25 mm 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, and

(v) instructions for reporting lost, stolen, or found cards.

The SandDollar$ Card will include such design and functionality as is necessary to provide reasonably such TAMU-CC benefits as TAMU-CC may request, such as access pass to TAMU-CC facilities and TAMU-CC provided financial services.

The SandDollar$ Card shall be subject to any applicable card association rules and regulations (such as, without limitation, Visa and/or MasterCard) 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.

To the extent permitted by the Constitution and laws of the State of Texas, TAMU-CC 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 TAMU-CC elects to use the name or card design.

9. Issuance of Cards. Eligible TAMU-CC Community Members will receive the TAMU-CC SandDollar$ Card with the capability to access Bank financial services. In order to achieve optimal penetration of cardholders of the SandDollar$ Card, TAMU-CC shall cooperate with Bank to market the SandDollar$ Card. Bank and TAMU-CC will work together through mutually Contract for Services between Texas A&M University – Corpus Christi and Wells Fargo, N.A.

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agreed upon communication methods including without limitation communications that the TAMU-CC will initiate such as email, campus newspaper, orientation and acceptance mailings, etc. for the purposes of educating Eligible TAMU-CC Community Members about the SandDollar$ Card program with optional PIN-based debit functionality and marketing the same.

Eligible TAMU-CC Community Members who receive the SandDollar$ Card can open a Bank checking account through a Bank representative on campus or visit the local Bank store. The Eligible TAMU-CC Community Member will need to present the SandDollar$ Card at account opening so that it can be linked in Bank’s system to be eligible for ATM/PIN-based debit functionality.

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

TAMU-CC will have the right to issue replacement SANDDOLLAR$ Cards in accordance with the terms of this Agreement to SANDDOLLAR$ Card holders on linked cards, provided TAMU-CC confirms that the original SANDDOLLAR$ Card has been duly reported as lost or stolen.

SandDollar$ Card Costs. Bank will pay up to $1.00 of the actual cost of the plastic card stock for issuance of new SandDollar$ Card up to a total cost of $2,500 for each year of this Agreement. These cards will have the appropriate banking information on the cards as agreed upon by TAMU-CC, Bank, and approved by the networks.

Bank will not pay for replacement SandDollar$ Cards issued to Eligible TAMU-CC Community Members if they are lost or stolen. It is at the TAMU-CC’s discretion whether to charge Eligible TAMU-CC Community Members for replacement SandDollar$ Cards.

Bank will pay TAMU-CC for actual plastic card stock within thirty (30) days of receipt of detailed invoice, indicating number of new SandDollar$ Cards issued by TAMU-CC. Such invoice will be provided monthly as applicable.

10. Post-conversion Changes to the SandDollar$ Card. TAMU-CC reserves the right to make alterations within a mutually agreed upon time to SandDollar$ Card program which may require re-issuance of cards, in which case TAMU-CC 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. TAMU-CC agrees that said changes will not diminish the financial services provided by Bank through the SandDollar$ Card program and will notify Bank of proposed alterations within a reasonable time, but not less than sixty (60) days, prior to making the alterations.

11. Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should a SandDollar$ Card be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the SandDollar$ Card’s capability for processing transactions through the SandDollar$ Card Bank Account. Bank shall provide SandDollar$ Card holders, without cost to

Contract for Services between Texas A&M University – Corpus Christi
and Wells Fargo, N.A.

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the TAMU-CC, a toll-free phone number for the purposes of notifying the Bank of lost and stolen SandDollar$ 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 SandDollar$ 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.

12. Persons No Longer Eligible TAMU-CC 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 TAMU-CC provided identification benefits of the SandDollar$ Card, TAMU-CC shall in accordance with such policies and procedures as it may establish, terminate the functionality of the SandDollar$ Card and its TAMU-CC identification benefits. However, TAMU-CC shall not be required to collect the SandDollar$ Card; TAMU-CC may require the SandDollar$ Card holder to forfeit the SandDollar$ Card. Bank may or may not discontinue the services of the SandDollar$ Card Bank Account of any individual no longer qualifying as an Eligible TAMU-CC Community Member.

13. Disposition of Cards upon Termination. Upon the termination or expiration of this Agreement for any reason, outstanding SandDollar$ Cards actively serving as TAMU-CC’s multifunction identification card and displaying the Bank Marks may or may not be replaced by TAMU-CC, at the TAMU-CC’s sole discretion. Such outstanding SandDollar$ Cards may continue to serve as a TAMU-CC identification card with such TAMU-CC benefits as TAMU-CC may choose, for so long as TAMU-CC 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 SandDollar$ Card Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the SandDollar$ 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 SandDollar$ 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, TAMU-CC shall be deemed to own the ISO numbers associated with the SandDollar$ 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. TAMU-CC has no responsibility for, and no relationship with, third party vendors accepting the SandDollar$ Card for ATM, PIN-based debit SandDollar$ Card transactions as a result of this Agreement.

16. Operational Support (Student Scholarship/ATM Revenue Sharing). Bank will pay $5000.00 annually toward scholarships provided to eligible TAMU-CC students and $3,000 for Contract for Services between Texas A&M University – Corpus Christi and Wells Fargo, N.A.
operational support. The first annual payment of $8,000 shall be made to TAMU-CC within 60
days of the commencement of this Agreement in 2016 and on an annual basis, before August 1 of
each subsequent year thereafter during the Term.

17. TAMU-CC Activities. This Section 17 shall only apply so long as the SandDollar® Off
Campus Merchant Program is in effect. TAMU-CC and Bank have agreed to terminate the
SandDollar® Off Campus Merchant Program at a mutually agreeable date before
December 31, 2016 and will not add any additional merchants to the program in the interim period.
TAMU-CC and Bank will work together to determine the last day for program activity and
communicate program termination to current participating merchants and to the TAMU-CC
community.

a. Deposit Accounts at Wells Fargo. A new or existing TAMU-CC Fund Account
and TAMU-CC Settlement Account will be used at Bank to settle daily Stored Value transactions.
Bank will provide options for pledge of securities on the accounts as required by the TAMU-CC.
TAMU-CC may incur charges related to the options chosen for these accounts.

b. Merchant Terminals. TAMU-CC shall continue to license, operate and support
all on-campus Merchant terminals and hardware and software upgrades related to operation of its
declining balance/stored value system (“System”). Bank shall have no responsibility to support
TAMU-CC-owned Merchant Terminals or on-campus Merchant Terminals. Such support shall
be the responsibility of TAMU-CC. TAMU-CC shall be responsible for the support and resolution
of all problems arising from the failure of its System, including problems concerning in any way
the connection of the Merchant Terminals to the System, including without limitation any
associated controller or network problems. TAMU-CC may upon request provide to Bank
reasonable and necessary access to the System, further, TAMU-CC shall upon request provide to
bank any related data and/or support personnel.

c. TAMU-CC Student Contact. TAMU-CC shall accept deposits to the TAMU-CC
Fund Account. Should TAMU-CC deposit the funds into a non-Wells Fargo account, TAMU-CC
shall transfer the funds daily to SandDollar® Card Fund Account at Bank either by wire or ACH.

d. Systems Security. TAMU-CC will provide to Bank upon request the appropriate
information to prepare reporting as well as provide settlement and resolution services to the
students at no cost. TAMU-CC will supply Bank the information needed to complete the
processing or request for research.

18. Bank Accounting and Control Functions. This Section 18 shall only apply so long
as the SandDollar® Off Campus Merchant Program is in effect, as provided in Section 17 above.

a. Reconciliation Reporting. On a daily basis, designated Bank accounting
personnel will reconcile the previous day’s transactions with the balance in the TAMU-CC Fund
Account. All outstanding items will be delineated, researched and resolved as quickly as possible.
A detail of this reconciliation will be supplied to TAMU-CC’s designated representative.
b. **Transaction Controls and Fraud.** As delineated in the Merchant Agreement, each Merchant is responsible for verifying that the SandDollar$ 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 SandDollar$ Card. Under no circumstances, should a SandDollar$ Card be processed without the owner’s physical presence and identity verification. Bank will complete additional monitoring for further transaction duplications or additional debits to the account occurring in the prior business day’s activity. Such reports may be made available to Bank from the TAMU-CC Card System.

**GENERAL TERMS AND PROVISIONS**

19. **Compliance with Applicable Laws and Regulations.** The parties hereto agree to comply with all federal, state and local law to the extent permitted by the laws and constitution of the State of Texas and 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, TAMU-CC will be considered the “issuer” of the standard SandDollar$ Card used as the TAMU-CC ID card, except to the extent the SandDollar$ Card is used to perform electronic funds transfers to or from any SandDollar$ Card Bank Account, in which case Bank will be considered the “issuer”. Bank will not be responsible to TAMU-CC or any SandDollar$ Card holder for any liability arising from TAMU-CC’s “issuer” responsibilities. Bank will be considered the “issuer” of the linked SandDollar$ Card as it pertains to electronic funds transfers to or from any SandDollar$ Card Bank Account and to the performance of any other financial transactions involving a SandDollar$ Card Bank Account. Bank will be responsible to the SandDollar$ Card holder for any unauthorized or erroneous transaction involving the SandDollar$ Card Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), to the extent applicable. TAMU-CC will not be responsible to Bank or to any SandDollar$ Card holder for any liability arising from Bank’s issuer responsibilities or for losses to any SandDollar$ Card Bank Account; provided however, that nothing herein will exonerate TAMU-CC from any unauthorized or erroneous transactions or losses involving a SandDollar$ Card Bank Account caused by TAMU-CC. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other TAMU-CC disbursements into the SandDollar$ Card Bank Accounts, if any, TAMU-CC will comply with all applicable laws and regulations.

20. **Marketing.** Bank shall fully cooperate and shall work in conjunction with TAMU-CC to promote the TAMU-CC SandDollar$ Card debit card through various marketing efforts. Both Bank and TAMU-CC 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, TAMU-CC will promote services provided under this Agreement to Eligible TAMU-CC Community Members through various communication channels available to

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TAMU-CC. TAMU-CC will provide Bank with the opportunity to provide information about Bank financial services associated with the SandDollar$ Card debit card program to TAMU-CC Cardholders and new incoming TAMU-CC students, through various methods, which may include without limitation emails, orientation packets, letters, flyers and inserts. TAMU-CC and Bank will mutually agree upon direct mail and email communication strategies, and TAMU-CC may send these communications on Bank’s behalf. TAMU-CC agrees that such marketing materials will include both the Bank Marks and TAMU-CC Marks. TAMU-CC will provide Bank with the opportunity to include inserts funded by Bank in TAMU-CC mailings to TAMU-CC Cardholders and new incoming TAMU-CC students. All mailings shall be mutually agreed on and where appropriate approved by the applicable TAMU-CC department and Bank. In addition, TAMU-CC in association with Bank will communicate during orientation the TAMU-CC SandDollar$ Card debit card program and associated Bank financial services to parents/guardians and students. The program and associated Bank financial services will be communicated as the students are issued their identification card. TAMU-CC agrees to have Bank actively participate in every student orientation event including but not limited to the presence of Bank representatives and presentations at the orientations. TAMU-CC agrees to cooperate with Bank exclusively in the expansion of financial services related specifically to the support of the SandDollar$ Card Program available to current and future SandDollar$ Card holders including but not limited to the above marketing efforts and “tabling” on campus.

Should the TAMU-CC 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 TAMU-CC website, dedicated to the SandDollar$ Card and the SandDollar$ Card holders, using a design and functionality subject to the approval of the TAMU-CC, 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 TAMU-CC to provide any required approval. The website shall provide information as mutually agreed by TAMU-CC and Bank, which may include the following features:

i. Information about various account offerings for SandDollar$ 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.

21. Marketing and Other Support. Wells Fargo will provide support for marketing and promotion of the SandDollar$ Card program by allocating a minimum of $5,000 in annual marketing support. These funds are soft dollars and used for co-branded marketing.

22. Right of First Refusal–Campus ATMs. Bank agrees that TAMU-CC shall be permitted to have installed one (1) ATM to be operated by Customers Bank successor in interest to Higher One, Inc.

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The primary function of this ATM will be granting students’ access to funds refunded by TAMU-CC through Customers Bank successor in interest to Higher One’s program. Said ATM will be located at least 150 feet away from any existing Wells Fargo ATM or branch bank. During the term of this Agreement, TAMU-CC shall grant to Bank a right of first refusal (refusal right) relating to the installation of the first additional ATM on the Island Campus only upon the following terms and conditions: 1) If TAMU-CC desires to install a 1st additional ATM, TAMU-CC shall notify Bank of such fact and shall submit to Bank a proposal containing the same provisions and conditions as desired. Bank shall have thirty (30) business days after TAMU-CC submits said proposal to accept the proposal in writing; and 2) if Bank fails to accept said proposal within the thirty (30) 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.

23. Insurance.

1) Bank shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized or permitted to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company, except for the Bank’s wholly owned captive insurance company, or otherwise acceptable to TAMU-CC. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to Bank under this Agreement. Bank shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Bank is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to TAMU-CC at least ten days before the effective date of the cancellation from the Bank.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Worker’s Compensation</strong></td>
<td></td>
</tr>
<tr>
<td>Statutory Benefits (Coverage A)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employers Liability (Coverage B)</td>
<td>$1,000,000 Each Accident</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Employee</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Disease/Policy Limit</td>
</tr>
</tbody>
</table>

Workers’ Compensation policy must include under each on the information page of the workers’ compensation policy the state in which work is to be performed for TAMU-CC.

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Notwithstanding the foregoing, if the work for TAMU-CC is to be done in Texas, then the Workers’ Compensation policy may be replaced with an Injury Benefit Plan that complies with Texas Labor Code 406.

B. **Automobile Liability**

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than $1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

C. **Commercial General Liability**

<table>
<thead>
<tr>
<th>Liability Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence Limit</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate Limit</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products / Completed Operations</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal / Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Damage to rented Premises</td>
<td>$  300,000</td>
</tr>
</tbody>
</table>

The required commercial general liability policy will be issued on a form that insures Bank’s liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

D. Bank will deliver to TAMU-CC: Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Bank under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

*All insurance policies*, with the exception of worker’s compensation, employer’s liability and professional liability will be endorsed and include The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and TAMU-CC as Additional Insureds. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

*All insurance policies* will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and TAMU-CC. No policy will be canceled without unconditional written notice to TAMU-CC at least ten days before the effective date of the cancellation from the Bank. Bank shall provide notice to TAMU-CC ten (10) days prior to the effective date of cancellation, material change that results in noncompliance with the insurance requirements outlined herein or non-renewal relating to any insurance policy required in this Section.
Any deductible or self-insured retention shall be the sole responsibility of the Bank. Bank is responsible to pay any deductible or self-insured retention for any loss.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be delivered electronically, hand delivered, or 1st class mail to TAMU-CC’s Contracts Manager at 6300 Ocean Drive, MS 5731, Corpus Christi, Texas 78412 – contracts@tamuscc.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by TAMU-CC in writing.

TAMU-CC represents and warrants that at all times during the Term, TAMU-CC 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, TAMU-CC 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.

24. Liability. Bank will exercise reasonable care in providing electronic funds transfer services and other services to SandDollar$ 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 TAMU-CC 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 SandDollar$ 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 SandDollar$ Cards, SandDollar$ 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.

TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, 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

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OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

25. **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.

26. **Examinations and Audit.** Except to the extent applicable law prohibits such, all records maintained by TAMU-CC pertaining to Bank and its SandDollar$ 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, TAMU-CC will provide Bank or its duly authorized representatives with reasonable access to TAMU-CC’s records for the purpose of enabling Bank to confirm TAMU-CC’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 TAMU-CC’s regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide TAMU-CC or its duly authorized representatives with reasonable access to Bank’s records for the purpose of enabling TAMU-CC to confirm Bank’s compliance with the terms of this Agreement. All such records may be audited by the TAMU-CC 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 as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 28.

27. **Exclusivity.** During the term of this Agreement, TAMU-CC will not cause or authorize any TAMU-CC 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 SandDollar$ Card holders from using SandDollar$ Cards as stored value cards, declining balance cards or smart cards. In addition, during the Term of this Agreement, TAMU-CC will give Bank exclusive access to market financial services specifically related to the support of the SandDollar$ Card program to Eligible TAMU-CC Community Members (defined as current and future SandDollar$ Card holders) including the marketing efforts indicated in
Section 20 of the General Terms and Conditions.

28. **Confidentiality.** TAMU-CC 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 TAMU-CC deems proprietary or confidential pursuant to the law or TAMU-CC 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 SandDollar$ Card Bank Account application data and SandDollar$ 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.

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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 TAMU-CC and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify the TAMU-CC, 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 TAMU-CC or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.

In addition, Bank’s customer lists, including names of Eligible TAMU-CC Community Members who are SandDollar$ Card holders and who have SandDollar$ Card Bank Accounts, are Bank’s Confidential Information, for which Bank retains exclusive ownership and right during the Term. Therefore, although TAMU-CC is not precluded from using or disclosing the names of its students, faculty members, staff members or other Eligible TAMU-CC Community Members for any purpose it deems appropriate, TAMU-CC would be precluded from using a list comprised of SandDollar$ Card holders who have obtained SandDollar$ Card Bank Accounts from Bank if such use was for a purpose prohibited by this Section 28; provided, however, that TAMU-CC 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 TAMU-CC 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 required by law.

29. **Equipment.** TAMU-CC is responsible for providing at its cost any equipment necessary to host the SandDollar$ Card program or any additional enhancements required to host to the SandDollar$ card system.

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.

30. **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 thirty (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 ninety (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 SandDollar$ Card program has or threatens to have a material adverse financial impact on Bank or TAMU-CC due to a change in applicable law, regulation, rule or policy applicable to Bank or TAMU-CC or the use of one or more of the SandDollar$ Cards in a fraudulent manner or in a way which does not permit Bank or TAMU-CC to recover funds from the user(s) of the SandDollar$ Card(s); or (ii) Bank is notified by a regulatory agency, or otherwise becomes aware, that any aspect of the SandDollar$ Card program does not comply with any applicable law, regulation, rule or policy applicable to Bank or TAMU-CC.

d. Either party may terminate the Agreement upon giving ninety (90) days written notice to the other party which notice can be given no earlier than one (1) year after execution of the Agreement.

e. This Agreement may be terminated by TAMU-CC upon sixty (60) days’ prior written notice to Bank in the event: (i) TAMU-CC receives excessive complaints from students regarding their SandDollar$ Card Bank Accounts and Bank and TAMU-CC are not able to reach an agreement as to how to resolve such complaints; or (ii) TAMU-CC determines, based on its reasonable due diligence, that the fees imposed by Bank on SandDollar$ 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 TAMU-CC is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.

31. 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.

32. Subcontractors. Each party is responsible for the actions of its respective subcontractors used to perform pursuant to this Agreement. 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 TAMU-CC unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, TAMU-CC acknowledges that certain SandDollar$ 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, 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.

33. Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonably means and will be effective when actually received. TAMU-CC and Bank can change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

TAMU-CC Legal Notices:

Texas A&M University-Corpus Christi
6300 Ocean Drive, MS 5731
Corpus Christi, Texas 78412
Attention: Director, Contracts & Property
Phone: (361) 825-2422
Fax: (361) 825-2772
contracts@tamucc.edu

TAMU-CC Payments:

Texas A&M University – Corpus Christi
6300 Ocean Drive, Unit 5734
Corpus Christi, Texas 78412

Wells Fargo:

Alma Ortega Johnson
Community Banking Area President
Wells Fargo Bank
MAC T7922-010
120 W Nolana St, 1st Floor
McAllen, TX 78504-2508
Phone: (956) 992-7351
Fax: (956) 992-7391
Alma.ortegajohnson@wellsfargo.com

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and Wells Fargo, N.A.
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34. **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.

35. **Indemnification.** To the extent permitted by the laws and the Constitution of the State of Texas, Bank shall defend, indemnify and hold harmless TAMU-CC, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with or resulting from any acts or omissions of Bank or any agent, employee or representative of Bank in the execution or performance of this Agreement.

36. **Severability.** If any part of this Agreement shall be held illegal, unenforceable, or in conflict with any law, the validity of the remaining portions shall not be affected hereby.

37. **Venue.** This Agreement is performable in Nueces County, Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against TAMU-CC shall be in the county in which the primary office of the chief executive officer of TAMU-CC is located.

38. **Governing Law.** The laws of the State of Texas 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 TAMU-CC Community Member regarding a SandDollar$ Card Bank Account.

39. **Force Majeure.** Neither party is required to perform any term, condition, or covenant of this Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

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

41. **Taxpayer Identification Number.** TAMU-CC shall provide Bank with a duly dated and executed certification of taxpayer identification number substantially in the form attached as Exhibit 3.

42. **Dispute Resolution.** The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU-CC and Wells Fargo to attempt to resolve any claim for breach of contract made by Wells Fargo that cannot be resolved in the ordinary course of business. Wells Fargo shall submit written notice of a claim of breach of contract under this Chapter to Director of Purchasing of TAMU-CC, who shall examine Wells Fargo’s claim and any counterclaim and negotiate with Wells Fargo in an effort to resolve the claim.

43. **State Contracting Requirements.**
A. CHILD SUPPORT: A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an Agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The Texas Family Code requires the following statement: “Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.”

B. DEBTS OR DELINQUENCIES: Pursuant to Section 2252.903, Texas Government Code, Bank agrees that any payments owing to Bank under this Agreement may be applied directly toward certain debts or delinquencies that Bank owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

C. FRANCHISE TAX CERTIFICATION: If Bank is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then Bank certifies that it is not currently delinquent in the payment of any franchise taxes or that Bank is exempt from the payment of franchise taxes.

D. COMPENSATION FOR PREPARING BID SPECIFICATIONS: A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. The Texas Government Code requires the following statement: “Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.”

E. BUY TEXAS: With respect to all goods purchased pursuant to this Agreement, Bank represents and warrants that goods produced in Texas will be given preference if the cost and quality are equal to the goods produced outside of Texas.

F. PUBLIC INFORMATION:
   (a) Bank acknowledges that TAMU-CC is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

   (b) Upon TAMU-CC’s written request, Bank will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to TAMU-CC in a non-proprietary format acceptable to TAMU-CC. As used in this provision, “public information” has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which
TAMU-CC has a right of access.

(c) Bank acknowledges that TAMU-CC is required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

G. LOSS OF FUNDING: Performance by TAMU-CC under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the “Legislature”). If the Legislature fails to appropriate or allot the necessary funds then TAMU-CC will issue written notice to Bank and TAMU-CC may terminate this Agreement without further duty or obligation hereunder. Bank acknowledges that appropriation of funds is beyond the control of TAMU-CC.

H. STATE AUDITOR’S OFFICE: Bank understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. Bank agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Bank will include this provision in all contracts with permitted subcontractors.

I. HISTORICALLY UNDERUTILIZED BUSINESS: Bank represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2161.

J. NON-WAIVER PROVISIONS: Bank expressly acknowledges TAMU-CC is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMU-CC of its right to claim such exemptions, privileges, and immunities as may be provided by law.

44. License to Establish Link to Bank Website. TAMU-CC may choose to use the Bank “red box” logo on the TAMU-CC 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 TAMU-CC a worldwide, nonexclusive right and license to establish a normal text based link on TAMUCC.edu to the www.wellsfargo.com home page for the purpose described in the immediately preceding sentence; provided, however, that TAMU-CC shall not “frame” the Bank web pages inside the TAMU-CC website. Bank also hereby grants to TAMU-CC a nonexclusive right and license to use the Bank “red box” logo (“the Logo”) on the TAMU-CC Internet web site located at http://imagegallery.tamu.edu for the exclusive purpose of linking from TAMUCC.edu to www.wellsfargo.com. TAMU-CC 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 TAMU-CC of the Logo shall inure to the benefit of Bank.

TAMU-CC acknowledges that Bank may terminate the above right to link and the right to use the
Logo if the content or structure of the TAMU-CC webpages and/or website changes unless within ten (10) calendar days after receiving written notice of termination from Bank, TAMU-CC removes the materials to which Bank objects or revises the TAMU-CC webpages 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, TAMU-CC agrees to remove the link from the TAMU-CC webpage to the Bank web page and cease all use of the Logo within ten (10) calendar days of receiving notice.

TAMU-CC agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to TAMU-CC by Bank. TAMU-CC agrees that all products and/or services offered by TAMU-CC on its website 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 TAMU-CC use of the Logo on the TAMU-CC web site. TAMU-CC agrees that any TAMU-CC web page featuring banking information must be accompanied by required banking disclosures, including, but not limited to, “Wells Fargo Bank, N.A., Member FDIC.” TAMU-CC 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 is a license to use Logo and any and all rights granted hereunder are personal in nature to TAMU-CC, are non-transferable by TAMU-CC, do not convey any sublicensing rights to TAMU-CC, and shall not inure to the benefit of any successor in interest of TAMU-CC. 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 TAMU-CC are reserved to Bank.

45. **Student Loan Representation and Warranty.** TAMU-CC 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 TAMU-CC 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 TAMU-CC in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

46. **Information System General Security.**

   a. TAMU-CC 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 TAMU-CC or any agent or subcontractor of TAMU-CC, 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, TAMU-CC 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 TAMU-CC receives notice of such policies, procedures, and standards, and any relevant
changes.

c. In addition, TAMU-CC 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.

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

48. **Entire Agreement.** This document constitutes the entire agreement between TAMU-CC and Bank. This document supersedes all oral or written previous and contemporary understandings or agreements relating to matters contained herein. This Agreement may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Bank.

However, TAMU-CC 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.

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

Wells Fargo Bank, N.A.

By: [Signature]

Ken Ferg
Region President

Texas A&M University – Corpus Christi

By: [Signature]

Terry Tatum
Executive VP for Finance & Administration

Contract for Services between Texas A&M University – Corpus Christi and Wells Fargo, N.A.

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EXHIBIT 1
TAMU-CC Marks
EXHIBIT 2
Bank Marks

(Black box with white letters)

(Black box with white letters)

(Red box with gold letters)
EXHIBIT 3
TAMU-CC Taxpayer Identification Number

TAMUCC’s Federal Identification number is 74-1760663