

## RIDER "A"

### CATCARD ASSOCIATION AGREEMENT

**THIS AGREEMENT** (herein "Agreement") is made and entered into effective as of the April 1, 2012 (the "Effective Date") by and between Arizona Board of Regents, a body corporate, for the benefit of the University of Arizona (herein "University") and Wells Fargo Bank, National Association (herein "Wells Fargo").

**WHEREAS**, the Parties have entered into that certain lease agreement made effective as of April 1, 2012, wherein Wells Fargo leases certain premises from the University within the University's Student Union Memorial Center (the "Lease");

**WHEREAS**, University offers a multi-purpose identification card ("CatCard") 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 Wells Fargo 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 CatCard, all as more particularly described herein; and

**WHEREAS**, Wells Fargo seeks to establish new account relationships through its affiliation with University including but not limited to checking accounts with linked CatCards (each such checking account referred to herein as "CatCard 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 April 1, 2012, and shall terminate on June 30, 2017, unless otherwise terminated as provided in Section 21 (the "Term"). Provided Wells Fargo is not in default under this Agreement or the Lease, and the Lease is automatically renewed for the same period of time, this Agreement shall automatically renew on the same terms, covenants and conditions as provided for in this Agreement for the Initial Term except for any payment escalations set forth herein.
- 2. CATCARD.** The CatCard is the official University of Arizona identification card. It is a comprehensive single identification and access card, including smart card technology, for all affiliates (including 40,000 students, 11,800 faculty and staff, and 5,000 other affiliates such as Visiting Scholars active at any one time). The card is required to access a myriad of services on the University campus. The CatCard serves as an infrastructure or tool to access a variety of affiliate services including, but not limited to: Affiliate Identification, Point of Sale/Debit Services, Parking Control, Vending Machines, Event Sales, Printing Services, Library Services, Access Control, Food Services and Meal Plans, Stadium Concessions, Copier Machines, Personal Banking Services, and Off-Campus Merchants. Well Fargo shall be recognized as the official banking partner of the CatCard as described in the RFP.

During the Term, Wells Fargo will provide a checking account linked to the CatCard for CatCard holders who have requested such an account and who meet Wells Fargo's usual checking account opening underwriting and other requirements, including without limitation a minimum opening deposit of \$50 by the CatCard holder. Nothing herein prohibits Wells Fargo from closing any CatCard Bank Account in accordance with standard deposit account procedures. Eligible University Community Members may choose from a variety of checking accounts offered by Wells Fargo. A "linked" checking account is defined as a Wells Fargo checking account which has a CatCard linked to it within Wells Fargo's system, for the purpose of ATM and PIN-based debit purchase functionality.

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

2.2 Only one checking account per CatCard holder shall be considered to be a CatCard Bank Account.

2.3 Enrolled students may choose the *Wells Fargo College Checking*<sup>®</sup> account, or comparable product offered from time to time by Wells Fargo. Faculty and staff may choose one of the checking accounts offered in the *Wells Fargo At Work*<sup>SM</sup> checking package, or comparable product offered from time to time by Wells Fargo.

2.4 The CatCard Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Wells Fargo's other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Agreement.

2.5 The CatCard 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 Wells Fargo checking account.

2.6 During the Term, should the University decide to process student financial aid refund payments by electronic means, Wells Fargo 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 CatCard Bank Account or other depository account maintained by Wells Fargo for the student, all without additional deposit-related processing charges or fees to the student.

2.7 Should the University request, Wells Fargo shall provide at its own expense an informational web page, maintained by Wells Fargo on its website, with a customized URL residing on the University website, dedicated to the CatCard and the CatCard holders, using a design and functionality subject to the approval of the University, which approval shall not be unreasonably withheld or unduly delayed. Wells Fargo 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 Wells Fargo, which may include the following features:

- i. Information about various account offerings for CatCard holders,
- ii. Link to online application to open checking or savings accounts,
- iii. Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number,
- iv. Link to log-in for secure online banking session, and
- v. Information about and links to other Wells Fargo related products and services.

2.8 University acknowledges that Wells Fargo 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 Wells Fargo from making the same changes to the CatCard Bank Accounts that it makes generally to its non-CatCard Bank Accounts.

**3. PAYMENTS TO UNIVERSITY.** In consideration of the license and grant of rights from the University given to Wells Fargo and more particularly described in the balance of this Agreement, Wells Fargo will make payments to the University as follows:

(a) **Signing Bonus.** Upon mutual execution of this Agreement, Wells Fargo shall pay to University a signing bonus of \$100,000.

(b) **Annual CatCard Payment.** No later than 30 days after mutual execution of this Agreement, and on the first day of each year thereafter, Wells Fargo shall pay to University an annual payment of \$7,500 to support the CatCard program. The University of Arizona shall use this payment only for the purchase of new CatCard card stock.

(c) **Annual Account Royalty Payment.** No later than 60 days after receipt of the total student enrollment counts, Wells Fargo shall pay an annual account royalty payment based on the number of CatCard Bank Accounts that have a linked CatCard, as further described below.

The number of University CatCard Bank Accounts, for purposes of the account royalty computation, will be determined by Wells Fargo based upon the number of eligible Wells Fargo checking accounts that have a linked CatCard. To be considered for payment, the CatCard Bank Accounts must be in good standing, funded and owned by a member of the University faculty or staff, or owned by a former or current student at the time annual computation is computed. Wells Fargo will determine computation in conjunction with University provided total enrollment of Eligible University Community Members (e.g., enrolled students).

The total number of Eligible University Community Members will represent the average total student enrollment number for the academic school year, defined as total of the number of students enrolled on the 21<sup>st</sup> day of each Fall and Spring semester ("**Census Day**") divided by two for each academic year during the Term. The University of Arizona's Office of Institutional Research and Planning Support will provide these enrollment numbers to Wells Fargo and to the University. *(As an example, for Academic Year 2011/12, on the 21<sup>st</sup> day of the Fall semester, 39,000 students were enrolled and on the 21<sup>st</sup> day of the Spring semester, 36,515 students were*

enrolled. Combining both totals and dividing by two indicates the total students enrolled of 37,758.)

Likewise, Wells Fargo will provide the University with the total number of University CatCard Bank Accounts for the same dates as the University provides Wells Fargo the number of enrolled students on the 21<sup>st</sup> day of each Fall and Spring Semester, per academic year.

The annual account royalty payment shall be based then on the number of eligible checking accounts linked to CatCards as a percentage of total student enrollments for the academic school year. Eligible checking accounts linked to a CatCard 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 then be computed annually in February to ensure accurate payment has been made to University, within 60 days of the receipt of the total student enrollment count, based on the following scale:

<b>PENETRATION</b> <i>(% minimum required)</i>	<b>ANNUAL ROYALTY PAYMENT</b>
<b>0–24.9%</b>	\$20,000
<b>25–39.9%</b>	\$25,000
<b>40–49.9%</b>	\$35,000
<b>50–54.9%</b>	\$50,000
<b>55–64.9%</b>	\$75,000
<b>65–74.9%</b>	\$100,000
<b>75–84.9%</b>	\$125,000
<b>85–94.9%</b>	\$150,000
<b>95–100%</b>	\$175,000

(d) Wells Fargo shall annually spend a minimum of \$10,000 in support of marketing and promotional activities, programs and media of the CatCard program. All materials will be jointly developed by the University and Wells Fargo and approved respectively, in accordance with Section 22 (Marketing) of the CatCard Agreement.

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

Wells Fargo shall be responsible for obtaining information from the CatCard holder in connection with the CatCard Bank Account opening. The University will not have authority or responsibility to open any accounts or accept any deposits on behalf of Wells Fargo.

Wells Fargo has the right to refuse to open a CatCard Bank Account. Wells Fargo personnel shall provide support for the implementation of the financial services associated with the CatCard program, including the opening of checking accounts for Eligible University Community Members. Additional Wells Fargo personnel will be available and assigned as reasonably needed and only as mutually agreed upon in writing to support CatCard Bank Account services during peak activity times and as defined herein and Section 5.7.5 of RFP L061218.

**5. CATCARD SPECIFICATIONS.** The CatCard that can be linked to a CatCard Bank Account shall conform to the following specifications. The front side of the CatCard will include the University Mark and design to differentiate the new card from previous CatCards and other CR80 size cards. The front side shall have these minimum requirements:

- i. electronically stored photo and signature of the CatCard holder,
- ii. the CatCard holder's first and last name,
- iii. the unique 16 digit ISO card number,

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

- i. magnetic three-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two,
- ii. Wells Fargo logo,
- iii. the appropriate ATM network "bugs" as follows:  
Plus: 15mm wide X 8.25mm high
- iv. Required language (if applicable):  
"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 CatCard 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 and programs. The University shall be responsible for any costs associated with the design of the CatCard.

Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the CatCard shall be subject to any applicable card association rules and regulations (such as, without limitation, Visa, MasterCard and/or ATM networks) and subject to any other applicable law, rules or orders.

It is the University's responsibility to conduct a trademark/service mark search of the new campus card name (and logo if applicable). University shall be responsible for its own acts of negligence with respect to the trademark search.

**6. LOST OR STOLEN CATCARDS.** Should a CatCard be lost or stolen, Wells Fargo shall provide for a system to immediately disable, upon notification of the loss or theft, the CatCard's capability for processing transactions through the CatCard Bank Account. Wells Fargo shall provide CatCard holders, without cost to the University, a toll-free phone number for the purposes of notifying Wells Fargo of lost and stolen CatCards. Such system of notification and account disablement shall be available twenty-four hours a day, seven days a week. Wells Fargo shall also respond to lost/stolen card reports made in-person to Wells Fargo representatives during regular Wells Fargo business hours.

Wells Fargo shall assume financial liability for transactions conducted with lost or stolen linked CatCards in the same manner, pursuant to the same policies and to the same extent as such liability is assumed for Wells Fargo's general population of checking account customers located in the state of Arizona.

**7. PERSONS NO LONGER AFFILIATED WITH THE UNIVERSITY.** 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 CatCard, University shall in accordance with such policies and procedures as it may establish, terminate the functionality of the CatCard and its University identification benefits. However, University shall not be required to collect the CatCard; nor shall the CatCard holder be required to forfeit the CatCard. Wells Fargo may or may not discontinue the services of the CatCard Bank Account of any individual no longer qualifying as an Eligible University Community Member.

**8. CARD DISPOSITION.** Upon the termination or expiration of this Agreement for any reason, outstanding CatCard s actively serving as University's multi-function identification card and displaying Wells Fargo Marks may or may not be replaced by University, at the University's sole discretion. Such outstanding CatCard s 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, Wells Fargo shall within a reasonable time thereafter cease identifying the accounts generated under this Agreement as CatCard Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the CatCards 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 CatCard 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.

**9. ISO NUMBER OWNERSHIP.** At all times, the University shall be deemed to own the ISO numbers associated with the CatCards issued pursuant to this Agreement.

**10. VENDOR SUPPORT.** Wells Fargo plans to continue its membership in various ATM network associations, POS network associations, and card associations, or any such successor organizations.

**11. GRANT TO USE UNIVERSITY NAME AND MARKS.** University hereby grants Wells Fargo 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 **Schedule "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 CatCard program. All applications of the University Marks by Wells Fargo must conform to Schedule "A," along with any specifications established by the University which specifications may be amended from time to time. Wells Fargo 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. Wells Fargo shall deliver all CatCard designs and all promotional and informational materials prepared by Wells Fargo 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 Wells Fargo authority to use published CatCard marketing materials as examples for prospective Wells Fargo clients or within Wells Fargo 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.

Wells Fargo 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 Wells Fargo any license or right of ownership of the University Marks, and all use of the University Marks by Wells Fargo will inure to the benefit of University. Accordingly, Wells Fargo's limited right to the use of the University Marks for any purpose is solely by reason of this Agreement, and Wells Fargo 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, Wells Fargo 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 Wells Fargo in connection with this Agreement.

University does not make, and hereby disclaims, any representations or warranties with respect to the University Marks, or with respect to whether the University Marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the University Marks or design as a tradename, trademark or mark. If there is any claim against University or Wells Fargo that the University Marks or any modifications thereof, as authorized by University, infringe the rights of another party, University will, at its own expense, defend Wells Fargo's right to use of the University Marks as authorized under this Agreement. Subject to the foregoing, if requested by the University, Wells Fargo agrees to immediately discontinue the use of any University Marks where there has been a claim of infringement and the claim has been resolved adversely to University or Wells Fargo, or where University agrees to discontinue use of the marks in order to resolve the claim. University shall be responsible for its own acts of negligence with respect to the trademark search.

**12. GRANT TO USE WELLS FARGO NAME AND MARKS.** Wells Fargo hereby grants University during the Term a non-exclusive right and license to use the marks set forth on **Schedule “B”** of this Agreement (collectively, the “Wells Fargo Marks”) on all CatCards linked to a CatCard Bank Account and all promotional and informational materials prepared by University in connection with the CatCard under this Agreement. University will make no other use of Wells Fargo Marks without Wells Fargo’s prior written consent. University agrees that all products and/or services offered in connection with the CatCard program shall be of a nature and quality commensurate with the nature and quality of the University’s CatCard program. University shall deliver all CatCard designs and all promotional and informational materials prepared by University that contain any Wells Fargo Mark to Wells Fargo prior to publication for Wells Fargo’s prior written consent.

University acknowledges and agrees that Wells Fargo is the owner of the Wells Fargo Marks, that the limited right hereunder to use the Wells Fargo Marks does not confer upon University any license or right of ownership of the Wells Fargo Marks and all use of the Wells Fargo Marks will inure to the benefit of Wells Fargo. Accordingly, University’s limited right to use of the Wells Fargo 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 Wells Fargo Marks or any variation of the Wells Fargo Marks on CatCards issued after the effective date of such expiration or termination.

Wells Fargo does not make, and hereby disclaims, any representations or warranties with respect to the Wells Fargo Marks, or with respect to whether such Wells Fargo Marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the Wells Fargo Marks or design as a tradename, trademark or service mark. If there is any claim against Wells Fargo or University that the Wells Fargo Marks or any modifications thereof, as authorized by Wells Fargo, infringe the rights of another party, Wells Fargo 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 Wells Fargo or University, or in the event Wells Fargo 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 Wells Fargo 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 15. Wells Fargo 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 Wells Fargo Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Wells Fargo, University agrees to immediately discontinue the use of any Wells Fargo Marks where there has been a claim of infringement and the claim has been resolved adversely to Wells Fargo or University, or where Wells Fargo agrees to discontinue use of the marks in order to resolve the claim.

Except as set forth in this section, any change by Wells Fargo in the specifications for any of Wells Fargo’s Marks will apply only to CatCards issued or reissued after notice of the change is



given to University. University shall be permitted to issue CatCards using stock which is already on order with the supplier as of the time Wells Fargo notifies University of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that University determines that such use is needed to permit its CatCard program to continue without interruption. Notwithstanding any provision of the Agreement to the contrary, if Wells Fargo desires to make changes to the Wells Fargo Marks or to eliminate the Wells Fargo Marks on cards already issued, on order, or in stock with University, Wells Fargo shall pay all of University's costs related to such changes. University shall have no obligation to reissue CatCards with new Wells Fargo Marks solely because Wells Fargo assigns this Agreement, merges with another institution, changes its name, or is purchased by another entity, or upon expiration or termination of this Agreement.

**13. RIGHT TO SUBMIT PROPOSAL FOR CAMPUS ATMs.** During the Term of this Agreement, University shall promptly notify Wells Fargo of ATM locations that become available on University's premises, if part of the Student Union, such that Wells Fargo will have the ability to submit a proposal with respect to such other locations for installation of Wells Fargo ATMs. University shall submit to Wells Fargo a proposal containing the same provisions and conditions as those proposed to any other entity.

**14. 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 Wells Fargo and all laws and regulations related to the protection and security of any personal information gathered by Wells Fargo, such as the Gramm Leach Bliley Act. For purposes of this Agreement, University will be considered the "issuer" of the CatCard used as the University ID card, except to the extent the CatCard is used to perform electronic funds transfers to or from any CatCard Bank Account, in which case Wells Fargo will be considered the "issuer." Wells Fargo will not be responsible to University or any CatCard holder for any liability arising from University's "issuer" responsibilities. Wells Fargo will be considered the "issuer" of the CatCard as it pertains to electronic funds transfers to or from any CatCard Bank Account and to the performance of any other financial transactions involving a CatCard Bank Account. Wells Fargo will be responsible to the CatCard holder for any unauthorized or erroneous transaction involving the CatCard 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 Wells Fargo or to any CatCard holder for any liability arising from Wells Fargo's issuer responsibilities or for losses to any CatCard Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a CatCard 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 CatCard Bank Accounts, if any, University will comply with all applicable laws and regulations.

**15. LIABILITY.** Wells Fargo will exercise reasonable care in providing electronic funds transfer services and other services to CatCard holders as contemplated under this Agreement, subject to breakdowns, operational failures, unavoidable delays, or similar causes beyond the party's reasonable control.

Wells Fargo 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 Wells Fargo.

Wells Fargo does not undertake to ensure that CatCard holders will at all times be able to successfully accomplish transactions with Wells Fargo by any electronic means, including but not limited to ATMs, POS terminals, the Internet, or other existing or future technology associated with CatCards, CatCard 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 Wells Fargo's reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Wells Fargo will have no liability as a result. Wells Fargo will, however, exercise reasonable care to promptly reinstate service.

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

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

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

**17. EXAMINATIONS.** Except to the extent applicable law prohibits such, all records maintained by University pertaining to Wells Fargo and its CatCard Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by the United States Department of Treasury, Office of the Comptroller of the Currency. Wells Fargo will provide University or its duly authorized representatives with reasonable access to Wells Fargo's records for the purpose of enabling University to confirm Wells Fargo'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 Wells Fargo's regular working hours upon reasonable notice. Wells Fargo may require persons obtaining access to Wells Fargo's records under this Section, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed Section 18.

**18. CONFIDENTIALITY.** University may be provided certain information concerning Wells Fargo and/or its affiliates or customers, or other information Wells Fargo 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, Wells Fargo 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 CatCard Bank Account application data and CatCard Bank Account transaction information, which shall automatically be deemed to be Confidential Information of Wells Fargo, 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 Wells Fargo'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 Wells Fargo customer. With respect to information other than consumer confidential information, these confidentiality and security provisions shall survive the termination of this Agreement for a period of five (5) years. With respect to consumer confidential information, these confidentiality and security provisions shall survive termination of this Agreement indefinitely.
- f. Throughout the Term, Wells Fargo 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 Wells Fargo pursuant to this Agreement. Wells Fargo shall promptly notify the University, in writing, of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of the University or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.
- g. The Parties acknowledge that this Agreement and its exhibits are subject to disclosure by the University to requestors under the Arizona Public Records laws.

In addition, Wells Fargo's customer lists, including names of Eligible University Community Members who are CatCard holders and who have CatCard Bank Accounts, are Wells Fargo's Confidential Information, for which Wells Fargo 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 CatCard holders who have obtained CatCard Bank Accounts from Wells Fargo if such use was for a purpose prohibited by this Section; 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 Wells Fargo the notice required under subsection, 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, Wells Fargo 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.

**19. ASSIGNMENT OF AGREEMENT.** 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.

**20. 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, which shall not be unreasonably withheld, conditioned or delayed. 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 Wells Fargo subcontractor and University unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, University acknowledges that certain CatCard products and services to be provided by Wells Fargo may be supplied by or through Wells Fargo's parent corporation, entities directly or indirectly owned or controlled by Wells Fargo or its subsidiaries, entities affiliated with Wells Fargo or owned or controlled by entities affiliated with Wells Fargo, 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.

**21. TERMINATION OF THIS AGREEMENT.** This Agreement automatically terminates if the Lease is terminated. In addition, 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, or with any term, provision, condition or covenant of the Lease, 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.

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.

This Agreement may be terminated by either party at any time if the operation of the CatCard program has or threatens to have a material adverse financial impact on Wells Fargo or University due to the use of one or more of the CatCards in a fraudulent manner or in a way which does not permit Wells Fargo or University to recover funds from the user(s) of the CatCard(s).

In the event that any Arizona or Federal governmental authority requests, or regulations require, any modifications or amendments to this Agreement, the Parties agree to modify or amend this Agreement as requested or required by such governmental authority; provided, however, that neither Party shall be obligated to agree to any such modification or amendment as and to the extent such modification or amendment (i) would materially and adversely affect the rights or obligations of such Party or (ii) would require or result in any material financial commitment, cost or expenditure or additional material commitment of resources or personnel by such Party, and under such material conditions the effected Party shall have the right to terminate this Agreement upon sixty (60) days' written notice to the other Party.

The Term shall, without notice from either Party to the other, end and the termination date shall occur at such time as (a) the Lease Agreement terminates or expires, or (b) this CatCard Association Agreement is terminated as provided in this Agreement.

**22. MARKETING.** Wells Fargo shall have the right to market and promote its banking services from within its Premises only. Wells Fargo may not market or promote its banking services at any other University of Arizona location without Landlord's prior written approval. Wells Fargo will have an opportunity to participate in New Student Orientation programs as outlined by the University of Arizona. Conditions of participation will be provided to Wells Fargo by the University of Arizona in the months leading up to this annual program. These conditions include, but are not limited to, fees for participation and restriction to the locations, materials and number of bank personnel allowed to be present at a New Student Orientation program. Additionally, other banking providers will be provided with the same participation opportunity under the same conditions as Wells Fargo. Other new opportunities to market and promote Wells Fargo's services may be mutually defined in writing as they arise.

**23. LICENSE TO ESTABLISH LINK TO WELLS FARGO WEB SITE.** University may choose to use the Wells Fargo "red box" logo on the University Internet web site as a link to Wells Fargo's Internet web site at [wellsfargo.com](http://wellsfargo.com) and has requested Wells Fargo's consent.

Wells Fargo hereby grants to University a worldwide, non-exclusive right and license to establish a normal (href) text based link on any address ending with [arizona.edu](http://arizona.edu) to the [www.wellsfargo.com](http://www.wellsfargo.com) home page for the purpose described in the immediately preceding paragraph; provided, however, that University shall not "frame" the Wells Fargo web pages inside the University web site. Wells Fargo 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 [arizona.edu](http://arizona.edu) for the exclusive purpose of linking from [arizona.edu](http://arizona.edu) to [www.wellsfargo.com](http://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 Wells Fargo and that any and all uses by University of the Logo shall inure to the benefit of Wells Fargo.

University acknowledges that Wells Fargo 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 Wells

Fargo, University removes the materials to which Wells Fargo objects or revises the University web pages and/or site to return to the original format or a format that is acceptable to Wells Fargo. 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 Wells Fargo web page and cease all use of the Logo within ten (10) calendar days of receiving notice.

University agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to University by Wells Fargo. 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. Wells Fargo may monitor the University use of the Logo on the University web site. University shall deliver all web pages that reference Wells Fargo and/or contain the Logo to Wells Fargo prior to publication for Wells Fargo'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 Wells Fargo's successors and assigns. All rights not specifically granted or licensed to University are reserved to Wells Fargo.

**24. REPRESENTATIONS AND WARRANTIES; BOARD APPROVAL.** Each party hereby represents and agrees 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 agrees 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 to the other and agrees 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. EXCLUSIVITY.** During the Term of this Agreement, Wells Fargo shall have the exclusive banking retail center in the University's Student Union Memorial Center and CatCard sponsored banking relationship, as set forth in this Agreement. Nothing herein shall prevent CatCard holders from using CatCards as stored value cards, declining balance cards or smart cards.

**26. 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 Landlord: Business Manager  
Student Union Memorial Center  
The University of Arizona  
P.O. Box 210017  
Tucson, Arizona 85721-0017  
Fax: 520-621-5646

With Copies to: The University of Arizona  
Procurement and Contracting Services  
PO Drawer 40370  
Tucson, AZ 85717-0370  
Fax: 520-621-5179

If to Wells Fargo: Jeffery Smith,  
SVP, Marketing Manager  
MAC S4101-248  
100 W Washington St, 24th Floor  
Phoenix, AZ 85003

With copy to: Kevin Duncan  
VP, Campus Banking  
MAC A0030-066  
1220 Concord Ave, 5<sup>th</sup> Flr  
Concord, CA 94520

**27. 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.

**28. GOVERNING LAW.** The laws of the State of Arizona 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 CARD NAME Bank Account.

**29. FORCE MAJEURE.** This Agreement and the obligations of the Parties hereunder shall not be affected or impaired because a Party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, inability to procure materials or service, power failure, rebellion, war, acts of God, or any other



cause beyond the Party's reasonable control, financial inability excepted (individually and collectively a "Force Majeure").

**30. RELATIONSHIP OF THE PARTIES.** No agency, partnership or joint venture is created by this Agreement. The parties disclaim any intent to form such relationships.

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

**32. TAXPAYER IDENTIFICATION NUMBER.** University shall provide Wells Fargo with a duly dated and executed certification of taxpayer identification number.

**33. STUDENT LOAN REPRESENTATION AND WARRANTY.** University and Wells Fargo represent and agree 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 Wells Fargo and to the amount of any such referrals, if any. The parties further represent and agree that royalty or other payments made by Wells Fargo to the University in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals, if any.

UNIVERSITY:

Arizona Board of Regents, a body corporate,  
for the benefit of the University of Arizona

By: [Signature]

Name: TOM FIEBBER

Title: PURCHASING MANAGER

Date: 07/23/13

WELLS FARGO:

Wells Fargo Bank, N.A., a national banking  
association

By: [Signature]

Name: PAMELA M. Conboy

Title: LEAD REGION PRESIDENT  
ARIZONA - IDAHO

Date: 0/27/2013