

Executive Summary of Wells Fargo Bank, N.A. VISA Check Card License Agreement

Initial Term: May 1, 2005 – May 31, 2010

Amendment 1: June 1, 2010 – May 31, 2012

Amendment 2: June 1 2012 – May 31, 2013

Amendment 3: June 1, 2013 – May 31, 2014

Amendment 4: June 1, 2014 – May 31, 2019

Student Checking Account Features:

Wells Fargo Everyday Checking account

Monthly service fee waived when the UNK Loper Life Debit Card is linked to a Wells Fargo Everyday Checking account

No minimum balance requirement

Wells Fargo Payments to UNK

\$25,000 Initial Royalty Payment (Re-Signing Bonus)

\$40.00 for each new eligible checking account opened by an Eligible University Community Member who has a linked UNKCard

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

**UNIVERSITY OF NEBRASKA AT KEARNEY / WELLS FARGO BANK, N.A.
VISA® CHECK CARD LICENSE AGREEMENT**

THIS AGREEMENT (herein "Agreement") is made and entered into effective as of the 15th day of April, 2005 ("Effective Date") by and between the Board of Regents of the University of Nebraska, a public body corporate on behalf of its University of Nebraska at Kearney campus (herein "University") and Wells Fargo Bank, National Association (herein "Bank").

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

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

WHEREAS, Bank seeks to establish new account relationships through its affiliation with University.

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

1. Term and Options to Extend.

The Term of this Agreement shall commence on May 1, 2005, and shall terminate on May 31, 2010, unless otherwise terminated as provided in Section 26 (the "Term") or unless both parties elect to renew the Agreement for up to three additional one-year terms by giving notice no later than the first day of October prior to the end of the Term.

2. Grant to Use University Name and Marks. University hereby grants Bank during the Term an exclusive, non-assignable, and irrevocable (provided Bank is performing its material obligations under this Agreement) world-wide license to use, display, reproduce, and otherwise exploit the various logos and other identifying property and marks set forth on Exhibit "A" of this Agreement (collectively, the "University Marks") for the sole purpose of offering and promoting the financial products and services to Eligible University Community Members through the UNKCard program. All applications of the University Marks by the Bank must conform to Exhibit "A," along with any specifications established by the University which specifications may be amended from time to time. Bank will make no other use of the University Marks or any other trademark or tradename owned by or associated with the University without, in each case, University's prior explicit written consent. Bank shall deliver all

UNKCard designs and all promotional and informational materials prepared by Bank that contain any University Mark to University prior to publication for University's prior written consent which consent shall not be unreasonably withheld or unduly delayed.

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

University does not make, and hereby disclaims, any representations or warranties with respect to the University Marks, or with respect to whether the University Marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the University Marks or design as a tradename, trademark or mark. If there is any claim against University or Bank that the University Marks or any modifications thereof, as authorized by University, infringe the rights of another party, University will, at its own expense, defend Bank's right to use of the University Marks as authorized under this Agreement. In the event any such claim is resolved adversely to University or Bank, or in the event University agrees to discontinue its use of the subject mark(s) in order to resolve any such claim, which it shall have the right to do in its sole discretion, then University agrees to indemnify Bank against any expenses Bank incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks, subject to the limitation of liability set forth in Section 20. University further agrees to indemnify Bank against all liabilities Bank incurs to third parties (including, without limitation damage awards obtained by such third parties against Bank), together with Bank's reasonable costs of defending against such liabilities (including reasonable attorney fees), arising from Bank's use of the University Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by the University, Bank agrees to immediately discontinue the use of any University Marks where there has been a claim of infringement and the claim has been resolved adversely to University or Bank, or where University agrees to discontinue use of the marks in order to resolve the claim.

3. Grant to Use Bank Name and Marks. Bank hereby grants University during the Term a non-exclusive right and license to use the marks set forth on Exhibit "B" of this Agreement (collectively, the "Bank Marks") on all UNKCards linked to a UNKCard Bank Account and all

promotional and informational materials prepared by University in connection with the UNKCard under this Agreement. The Bank Marks shall appear on the non-standard version of the UNKCard which is linked to a UNKCard Bank Account. University will make no other use of Bank Marks without Bank's prior written consent. University agrees that all products and/or services offered in connection with the UNKCard program shall be of a nature and quality commensurate with the nature and quality of the University's UNKCard program. University shall deliver all UNKCard designs and all promotional and informational materials prepared by University that contain any Bank Mark to Bank prior to publication for Bank's prior written consent.

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

Bank does not make, and hereby disclaims, any representations or warranties with respect to the Bank Marks, or with respect to whether such Bank Marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the Bank Marks or design as a tradename, trademark or service mark. If there is any claim against Bank or University that the Bank Marks or any modifications thereof, as authorized by Bank, infringe the rights of another party, Bank will, at its own expense, defend University's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or University, or in the event Bank agrees to discontinue its use of the marks in order to resolve any such claim, which it shall have the right to do in its sole discretion, then Bank agrees to indemnify University against any expenses University incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 20. Bank further agrees to indemnify University against all liabilities University incurs to third parties (including, without limitation damage awards obtained by such third parties against University), together with University's reasonable costs of defending against such liabilities (including attorney fees), arising from University's use of the Bank Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Bank, University agrees to immediately discontinue the use of any Bank Marks where there has been a claim of infringement and the claim has been resolved adversely to Bank or University, or where Bank agrees to discontinue use of the marks in order to resolve the claim.

Except as set forth in this section, any change by Bank in the specifications for any of Bank's Marks will apply only to UNKCards issued or reissued after notice of the change is given to University. University shall be permitted to issue UNKCards using stock which is already on order with the supplier as of the time Bank notifies University of desired changes without regard

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

4. Royalties to University.

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

a. Initial Royalty Payment

Bank will pay \$40,000.00 within thirty (30) days of the commencement of this Agreement.

b. Account Royalty Payment

Bank will pay University \$40.00 for each new eligible checking account opened after commencement of this Agreement by an Eligible University Community Member who has a linked UNKCard ("Visa Campus Card"). An eligible account is a funded Bank checking account opened after Agreement commencement date, held by an Eligible University Community Member with a linked UNKCard (Visa Campus Card). The number of Bank's UNKCard Bank Accounts for purposes of computing the Account Royalty will be determined by the Bank annually on or about the 31st day of March during the Term, with the Account Royalty to be paid to University no later than 90 days following such date.

The number of University UNKCard Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible checking accounts which have a linked UNKCard. Bank will use discrete product and customer identification and will only pay University for one linked UNKCard Bank Account per Eligible University Community Member. To be considered for payment, the UNKCard Bank Accounts must be in good standing, funded and owned by an Eligible Community Member at the time annual computation is computed. Bank will determine computation in conjunction with University provided list of Eligible University Community Members who are current UNKCard holders (e.g., enrolled students, currently employed faculty/staff). The list shall include at a minimum Eligible University Community Member name, student/employee ID number, PAN and class year/faculty/staff designation (as applicable) and will be provided quarterly in an encrypted file format as mutually agreed upon by the parties.

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

Bank and University intend that this Agreement be construed in a manner such that the revenue streams paid to the University hereunder are in compliance with the requirements of the Internal Revenue Code, and in particular IRC §§ 512 – 513 and the regulations pertaining to those sections, for revenue characterized as tax-exempt income, and not unrelated business taxable income.

5. UNKCard Bank Account.

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

- a. Some UNKCard holders may not be eligible for the UNKCard 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 UNKCard holder shall be considered to be a UNKCard Bank Account.
- c. Enrolled students may choose the *Wells Fargo College Checking*® account, which has no monthly service fee and no minimum balance requirement or comparable product offered from time to time by Bank. Faculty and staff may choose the *Wells Fargo Membership*® Checking account, which has no monthly service fee and minimum balance requirement provided that the account receives an eligible direct payroll deposit of at least \$100 per statement cycle or comparable product offered from time to time by Bank.
- d. The UNKCard Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Bank’s other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 5 of this Agreement.

- e. The UNKCard can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS transactions or PIN-based purchases at merchants where Interlink cards are accepted or off-line point-of-sale purchases at merchants where VISA cards are accepted) to a Bank checking account.
- f. During the Term, should University decide to process student financial aid refund payments by electronic means, Bank agrees to accept such electronic refund transactions through the ACH System and make these funds available to University students by direct deposit to student's UNKCard Bank Account or other depository account maintained by the Bank for the student, all without additional deposit-related processing charges or fees to the student .
- g. Should the University request, Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with a customized URL residing on the University website, dedicated to the UNKCard and the UNKCard holders, using a design and functionality subject to the approval of the University, which approval shall not be unreasonably withheld or unduly delayed. Bank shall be excused from its failure to perform any obligation under this subsection and shall not be responsible for any delay in such performance, to the extent that such failure or delay is due to the failure of University to provide any required approval. The website shall provide information as mutually agreed by University and Bank, which may include the following features:
 - i. Information about various account offerings for UNKCard holders,
 - ii. Link to on-line application to open checking or savings accounts,
 - iii. Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number,
 - iv. Link to secure online banking session, and
 - v. Information about and links to other Bank related products and services.
- h. University acknowledges that Bank reviews and revises the terms, conditions, and pricing generally applicable to its deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the UNKCard Bank Accounts that it makes generally to its non-UNKCard Bank Accounts.
- i. Through the Term, Bank will provide enrolled students who have a Visa Campus Card linked to a UNKCard Bank Account free online Wells Fargo® bill pay service provided that the UNKCard Bank Account is signed up for online account statements. Free online Wells Fargo bill pay service will be provided for four years as long as the student is

enrolled, maintains online statement delivery and has a Visa Campus Card linked to a UNKCard Bank Account.

6. UNKCard Bank Account Opening.

The UNKCard Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided however, that University shall have the right to determine where, on the University's premises, such accounts may be opened. Bank will make its personnel available when agreed to by the parties, at dates, times and places to be agreed upon by the parties, for the purpose of accepting UNKCard Bank Account applications from UNKCard holders. Bank may accept deposits to UNKCard 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. Notwithstanding the foregoing, University acknowledges that in accordance with federal regulations governing Bank, while Bank may open accounts at, it may not be able to accept deposits at, locations which are not Bank offices (with the exception of ATMs).

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

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

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

- (i) an electronically stored photo of the UNKCard holder,
- (ii) the UNKCard holder's relationship to University (faculty, staff, student),
- (iii) the UNKCard holder's first and last name,
- (iv) Wells Fargo logo,

- (v) embossed 16-digit ISO number,
- (vi) the Visa brand and flying dove hologram, and
- (vii) embossed expiration date.

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

- (i) magnetic three-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two,
- (ii) the selected Bank Mark (as defined above) or other identification of the Bank,
- (iii) the appropriate ATM network "bugs,"
- (iv) the appropriate Debit Point-of-Sale network "bugs,"
- (v) a space for a cardholder signature, and
- (vi) instructions for reporting lost, stolen, or found cards.

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

University shall be responsible for any costs associated with the new design of the UNKCard. University and Bank shall cooperate to create a mutually agreed upon UNKCard design. Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the UNKCard 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.

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

8. Conversion to and Issuance of New Cards; UNKCard Cost. Eligible University Community Members will have a choice of either the Visa Campus Card with Bank financial services or a standard University UNKCard without the capability to access Bank financial services. The parties shall cooperate in order to achieve timely conversion and issuance of the new UNKCard. Bank and University shall engage in the following activities and take such other measures as are reasonably calculated and necessary to achieve first issuance of the new UNKCards to all Eligible University Community Members in August 2005.

Step	Description of Activity	Approximate Time
1	Submit and Process Network Applications	80 days from date of signed Agreement
2	Card Layout, Content and Design Approval Process	80 days from date of signed Agreement
3	ATM and Debit Network Setup	70 days from date of signed Agreement
4	Network Scheduling and Loading of ISO	35 days from completion of Step 1
5	Testing	35 days from completion of Step 4
6	Marketing Plan Development	60 days from date of signed Agreement
7	Website Development	60 days from date of signed Agreement
8	Reporting Specifications	30 days from date of signed Agreement
	Total Time to linked UNKCard Activation	150 days

Within ten (10) days of the execution of this Agreement, University will furnish the card stock vendor information to Bank for verifying that the vendor's card product will meet industry card production standards.

Eligible University Community Members can either order the linked UNKCard through a Bank representative on campus during the enrollment period or visit the local Bank store to order the linked UNKCard which will be linked to their existing or new Bank account. When an Eligible University Community Member orders the Visa Campus Card, Bank will notify University that a photo and associated data is required to produce the Visa Campus Card, and when the photo is received, the Visa Campus Card request will be forwarded to the card vendor. The Visa Campus Card will be sent directly to the Bank account holder via U.S. mail 7-10 business days from when the card production vendor receives the cardholder's photo. After the cardholder activates the Visa Campus Card via telephone, Wells Fargo branch or ATM, it will be available for use at ATMs or for purchases.

UNKCard Costs

Bank will pay for the cost of the linked UNKCard (Visa Campus Card). This includes new Visa Campus Cards for Eligible University Community Members at re-carding and for new and transferring Eligible University Community Members during Term of Agreement. Bank will distribute Visa Campus Cards directly to UNKCard Bank Account holders.

Bank will pay up to \$1.00 of the actual plastic card stock cost for a temporary University ID Card for Eligible University Community Members who opt for the Visa Campus Card, should such temporary University ID Card be necessary. Temporary ID Card necessity will be agreed to by the parties and may vary depending on when the Visa Campus Card is ordered (e.g., re-carding event vs. summer orientation event). Temporary University ID Cards will be issued by the University. University agrees to disable the Temporary University ID Cards thirty (30) days after issuance to ensure that there is only one UNKCard per Eligible University Community Member.

Bank will pay up to \$1.00 of the actual plastic card stock for the standard UNKCard (non-linked version of University ID Card) for Eligible University Community Members who do not opt for a linked UNKCard Bank Account. This includes new standard UNKCards for Eligible University Community Members at re-carding and for new and transferring Eligible University Community Members during Term of Agreement. University will issue the standard UNKCards. Bank will not pay for replacement standard UNKCards if they are lost or stolen. It is at the University's discretion whether to charge for replacement standard UNKCards.

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

9. Data Transmission for Photos and Other Data.

Daily and monthly files containing information for those Eligible University Community Members who request a linked UNKCard Bank Account will be transmitted between University and Bank. Files will be transmitted to the University and back to Bank via Secure File Transport server using either Netscape 6.x+ or Microsoft Internet Explorer 6.x+ that supports 128 bit encryption. In order to establish a secure connection, University will have to be capable of accepting a digital certificate provided by the server and the ability to acknowledge all Certificate prompts. File layout and URL will be provided.

When Eligible University Community Members request a UNKCard Bank Account with a linked Visa Campus Card, they will need to provide their student/employee ID numbers which will be added to Bank's system to act as identifier key for data transmissions between Bank and University. Once a linked UNKCard Bank Account is opened, Bank will send the Eligible University Community Member name and student/employee ID to University in an encrypted file in a format and method mutually agreed upon. The timing and regularity of this transmission will be mutually agreed upon. The purpose of this file is to receive the digital photo of the Eligible University Community Member and associated Access ID so that it may be encoded onto the Visa Campus Card's magnetic stripe. The Bank file will also request new Access IDs for lost or stolen cards and notify the University to remove security access at the University for closed or replaced cards. The University agrees to transmit a daily file to Bank with the requested information for the new or replaced Visa Campus Cards. It is the University's responsibility to ensure that the digital photo transmitted to Bank for each Eligible University Community Member is the correct photo for the respective individual. University is responsible for any liability resulting from sending an incorrect photo for a respective individual.

Bank will allow University to transmit a new photo whenever an Eligible University Community Member has updated his/her photo at the University. The new photo will be printed the next time a new Visa Campus Card is issued.

Photo

The photo that will be on the Visa Campus Card will be a 1 x 1 inch personalized image.

Photo/Image and Data Requirements

Photos and digitized images submitted for Visa Campus Cards must meet all Visa requirements governing plastics and the use of photos. In addition, the photos must meet the following requirements:

- i. The minimum pixel dimension requirement is 194x218;
- ii. Photos must be in color;
- iii. Photos must be in focus and have sufficient lighting;
- iv. Photo image must be a JPEG file; and
- v. Photo must be a head shot.

The following conditions in original photos can contribute negatively to the capture of digital images:

- i. Clarity of original
- ii. Background
- iii. Lighting
- iv. Type of film
- v. Age of the photo

The photos transmitted from the University to Bank must be 240 DPI. The photo must be transmitted as the binary data type.

Bank and University agree to the following data requirements:

- i. Social Security Number will not be used as the student/employee ID to uniquely identify an Eligible University Community Member;
- ii. Photos will be transmitted to Bank as the binary data type;
- iii. Character or numeric data will be transmitted to Bank as either EBCDIC or ASCII data types;
- iv. Per Visa operating guidelines, University can not use the full 16-digit ISO number to identify an Eligible University Community Member within its systems. University can use a truncated number, digits 8 – 14, which will be unique to each Visa Campus Card; and
- v. University agrees to participate in file transmission testing with Bank at least eight (8) weeks prior to first card issuance date.

Wells Fargo Campus Check Card Transmission Files Overview

The following file descriptions are a minimum of the required file transfers that will be required:

a. Daily Status/Action File

This file is transmitted from Bank to the University on a daily basis. The purpose of this file is to inform the University when an Eligible University Community Member requests a Visa Campus Card or if the status of the card changes.

b. Daily University File

This file is transmitted from the University to Bank on a daily basis with the information needed to produce the Visa Campus Card for the Eligible University Community Member. This file includes the photo and access ID. University agrees to provide this file within 48 hours of the original request (Daily Status/Action File) from Bank. This Service Level Agreement (SLA) is necessary to enable Bank to meet its SLA to the customer and provide the Visa Campus Card within 7 to 10 days of the customer request.

c. Affiliation File

This file is transmitted from the University to Bank on a monthly basis to inform Bank of Eligible University Community Members who are no longer affiliated with University.

d. Updated Access ID File

This file is transmitted from the University to Bank on an as-needed basis when the access ID needs to be updated on a Visa Campus Card. This action will cause a new card to be issued to the UNKCard Bank Account holder.

File layouts, transmission requirements, service level agreements and file receipt cut-off times will be provided to University as part of implementation project.

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

11. Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should a UNKCard be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the UNKCard's capability for processing transactions through the UNKCard Bank Account.

Bank shall provide UNKCard holders, without cost to the University, a toll-free phone number for the purposes of notifying the Bank of lost and stolen UNKCards. 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 UNKCards 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/Visa Check Card customers located in the state of Nebraska.

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

13. Disposition of Cards Upon Termination. Upon the termination or expiration of this Agreement for any reason, outstanding UNKCards actively serving as University's multi-function identification card and displaying the Bank Marks may or may not be replaced by University, at the University's sole discretion. Such outstanding UNKCards may continue to serve as a University identification card with such University benefits as University may choose, for so long as University desires. Further, upon termination or expiration of this Agreement, Bank shall within a reasonable time thereafter cease identifying the accounts generated under this Agreement as UNKCard Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the Visa Campus Cards to alternative access devices within 180 days of the termination or expiration of this Agreement. The parties shall cooperate with each other in the transition of operations to any successor to the UNKCard 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, Bank shall be deemed to own the ISO numbers associated with the UNKCards issued pursuant to this Agreement. The ISO number will be licensed to Bank per Visa's Operating Regulations and will not be transferred to the University upon termination of 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. University has no responsibility for, and no relationship with, third party vendors accepting the UNKCard for ATM, PIN-based debit and signature based Check Card transactions as a result of this Agreement.

16. Compliance With Applicable Law. The parties hereto agree to comply with all federal, state and local law to the extent that it is applicable to the performance of this Agreement including all laws and regulations related to the providers of the financial services offered by the Bank and all laws and regulations related to the protection and security of any personal information gathered by the Bank, such as the Gramm Leach Bliley Act. For purposes of this Agreement, University will be considered the "issuer" of the standard UNKCard used as the University ID card and the temporary UNKCard. Bank will be the "issuer" of the Visa Campus Card which can be used to perform electronic funds transfers to or from any UNKCard Bank Account or to perform other transactions involving the UNKCard Bank Account. Bank will not be responsible to University or any UNKCard holder for any liability arising from University's "issuer" responsibilities. Bank will be considered the "issuer" of the Visa Campus Card as it pertains to electronic funds transfers to or from any UNKCard Bank Account and to the performance of any other financial transactions involving a UNKCard Bank Account. Bank will be responsible to Visa Campus Card holder for any unauthorized or erroneous transaction involving the UNKCard Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 205.1, et seq.), to the extent applicable. University will not be responsible to Bank or any Visa Campus Card holder for any liability arising from Bank's issuer responsibilities or for losses to any UNKCard Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a UNKCard 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 UNKCard Bank Accounts, if any, University will comply with all applicable laws and regulations, including but not limited to, the Family Educational Rights and Privacy Act of 1974, as amended and any regulations promulgated thereunder.

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

18. Marketing. Bank will provide marketing support for the Visa Campus Card and financial services associated with a UNKCard Bank Account and will coordinate such support with the University in order to develop Bank's comprehensive marketing plan. University shall be permitted to provide materials to Eligible University Community Members for the purposes of educating them about the services and opportunities that accompany the issuance of the University ID card. In order to ensure (1) content meets the professional image of both parties and (2) the appropriate use of Marks, both parties shall review and approve any promotional or educational materials distributed by the other party. University will provide Bank with the opportunity to communicate with Eligible University Community Members regarding financial services linked to the UNKCard through various methods including participation in orientations

of new and returning students, orientation/seminars for employees, and such other similar events, activities and methods to which the parties may agree, designed to educate the Eligible University Community Members about ID Card benefits, including the Bank's financial services.

Marketing Budget

Bank will provide the marketing services function for marketing and promotion of the UNKCard program. Bank estimates that its annual marketing budget for the promotion of the UNKCard Campus Card project will be approximately \$10,000.00 the first year to launch the program and approximately \$5,000.00 annually thereafter during Term of this Agreement. This budget includes funding for initial and annual marketing materials including a customized brochure that will highlight the banking features of the new UNKCard and the benefits of linking it to a Bank checking account as a Visa Campus Card. This brochure and other marketing materials can be updated to include information about electronic financial aid disbursement when the University adds this functionality to the program.

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

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

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

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

Bank does not undertake to ensure that UNKCard 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 UNKCards, UNKCard holders' account numbers or personal identification, or otherwise (herein "Electronic Means"). Transactions cannot be processed during off-line periods. When the computer maintaining the on-line files is off-line or rendered inoperable at any time for maintenance or servicing, or due to mechanical failure, strike, lockout, riots, epidemics, war, acts of terror, governmental regulations or other cause beyond Bank's reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Bank will have no liability as a result. Bank will, however, exercise reasonable care to promptly reinstate service.

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

21. Representations and Warranties; Board Approval. Each party hereby represents and warrants to the other that the party has full right, power and authority to fully perform its obligations under this Agreement, and that it has full right, power and authority to execute and deliver this Agreement, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action required to be taken on the part of the party including, when necessary, approval thereof by the party's Board of Directors or Board of Regents, as applicable; provided however, that the parties acknowledge with specificity that this Agreement is not enforceable against the University absent Board of Regents approval of this Agreement at its April 15, 2005 meeting. Each party hereby further represents and warrants to the other that this Agreement constitutes a valid and binding obligation of the party enforceable in accordance with its terms except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting the enforcement of creditors' rights and except as courts of equity may limit certain remedies such as specific performance. Each party further represents and warrants to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not conflict with, or result in the violation of, any laws or regulations applicable to the party, or of the charter, articles of association or bylaws of a party, or any agreement or other instrument to which the party is subject or by which the party or any of its properties or assets are bound.

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

23. Exclusivity. During the term of this Agreement, University will not cause or authorize any University identification card to be used as a device to perform electronic funds transfers to or from an account with a financial institution (including, without limitation, banks, savings banks, savings associations, and credit unions) or as a device for accessing a person's account with a financial institution other than Bank, except as otherwise agreed in writing by Bank. Nothing herein shall prevent UNKCard holders from using UNKCards as stored value cards, declining balance cards or smart cards. University will not enter into any new license agreements for University name or marks on any other financial services products unless subject to Request for Proposal (RFP) process is undertaken and Bank would be eligible to submit an RFP response. Nothing in this Agreement shall restrict the right of the University to conduct business with any entity offering services which may compete with those of the Bank or accept donations from any such entity, provided that the University does not grant any right to the potential competitor to offer financial services to the Eligible University Community Members. More specifically, sponsor recognition such as sports venue signage, recognition in printed event programs, facility or event naming rights are not considered to be a breach of this section.

24. Confidentiality. University may be provided certain information concerning Bank and/or its affiliates or customers, or other information Bank deems proprietary (including, without limitation, customer account information, customer lists, business plans, data processing programs, and operating manuals), in connection with the transactions contemplated herein. Likewise, Bank may be provided certain information that University deems proprietary or confidential pursuant to the law or University policy. As a condition to being furnished such information by a party (herein the "Confidential Information"), the other party agrees as follows:

- a. Except for UNKCard Bank Account application data and UNKCard Bank Account transaction information, which shall automatically be deemed to be Confidential Information of Bank, all information deemed confidential or proprietary by a party shall be clearly labeled "Confidential Information" or otherwise identified as "Confidential Information" in writing contemporaneous with furnishing such Confidential Information to the other party.

- b. Each party will use the Confidential Information of the other party solely for the purposes expressly authorized in this Agreement or subsequently authorized by the other party in writing.
- c. Each party will keep the Confidential Information of the other party confidential and (except to the extent required by law or legal process) refrain from disclosing the Confidential Information of the other party to any other person or party or using the Confidential Information of the other party for any purpose not expressly authorized under this Agreement or subsequently authorized by the other party in writing. Each party will be fully responsible for the unauthorized use or disclosure of the Confidential Information of the other party by any of its officers, directors, employees or other persons under its control.
- d. In the event a party is requested or legally compelled (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide the Confidential Information of the other party, the party will promptly notify the other party of that fact as soon as reasonably possible, except to the extent such notification is prohibited by law.
- e. The parties agree that, to the extent applicable under the provisions of the Bank Service Company Act, they may be subject to examination by the OCC for the services provided in connection with this Agreement. The parties shall comply with the applicable requirements of 12 C.F.R. Part 30, and any other applicable law or regulation, by implementing and/or maintaining appropriate measures designed to: (1) ensure the security and confidentiality of Bank's Confidential Information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of such information that could result in harm or inconvenience to any Bank customer. These confidentiality and security provisions shall survive the termination of this Agreement.
- f. Throughout the Term, Bank shall implement and maintain appropriate safeguards, in conformity with applicable federal law and regulations, for all customer information, if any, owned by the University and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify the University, in writing, of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of the University or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.

In addition, Bank's customer lists, including names of Eligible University Community Members who are UNKCard holders and who have UNKCard Bank Accounts, are Bank's Confidential Information, for which Bank retains exclusive ownership and right during the Term. Therefore, although University is not precluded from using or disclosing the names of its students, faculty

members, staff members or other Eligible University Community Members for any purpose it deems appropriate, University would be precluded from using a list comprised of UNKCard holders who have obtained UNKCard Bank Accounts from Bank if such use was for a purpose prohibited by this Section 24; provided, however, that University will not be deemed to be in breach of this Agreement in the event it is legally required (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide such a list, provided it has made reasonable efforts to give Bank the notice required under subsection d., if applicable.

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

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

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

26. Termination.

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

- b. This Agreement may be terminated by either party without notice to the other party in the event a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed by the other party, a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed against the other party and is not dismissed within sixty (60) days, or a conservator or receiver is appointed for the other party or for all or a substantial portion of its assets.
- c. This Agreement may be terminated by either party at any time if: (i) the operation of the UNKCard program has or threatens to have a material adverse financial impact on Bank or University due to the use of one or more of the UNKCards in a fraudulent manner or in a way which does not permit Bank or University to recover funds from the user(s) of the UNKCard(s); or (ii) Bank is notified by a regulatory agency that any aspect of the UNKCard program does not comply with any applicable law, regulation, rule or policy applicable to Bank or University.

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

28. Subcontractors. Each party is responsible for the actions of its respective subcontractors used to perform pursuant to this Agreement. The party seeking to engage a third party to perform any material obligation under this Agreement must obtain the advance written consent of the other party. The party intending to use a subcontractor as described herein shall include in the agreement with such subcontractor an acknowledgment that such subcontractor is subject to the applicable terms and conditions of this Agreement. No contractual relationship shall exist between any Bank subcontractor and University unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, University acknowledges that certain UNKCard products and services to be provided by Bank may be supplied by or through Bank's parent corporation, entities directly or indirectly owned or controlled by Bank or its subsidiaries, or entities affiliated with Bank or owned or controlled by entities affiliated with Bank, and in such cases, no written consent or separate written contract shall be required for arrangements made with such entities.

29. Notices. Except as otherwise provided in this Agreement, all notices hereunder must be in writing and will be deemed given when mailed, or when delivered, if notice is given in any other manner, to the address of the party designated below or such other address as the party may designate by written notice to the other party. The date of mailing will be deemed to be the date appearing on the postmark.

If to Bank: Stuart Bartruff
Community Bank President
Wells Fargo Bank, National Association
21 W. 21st Street
Kearney, NE 68847-5322

If to University: Randal Haack
Vice Chancellor, Business and Finance
University of Nebraska at Kearney
Founders Hall
Kearney, NE 68849-1210

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

31. Governing Law. The laws of the State of Nebraska 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 UNKCard Bank Account.

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

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

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

Agreement. However, University and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement to the extent they do not conflict with the provisions of this Agreement.

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

36. Information System General Security

- a. University and its employees shall comply with all Bank security policies, procedures, and standards, as it may promulgate from time to time, including, without limitation, those governing access to data, computer systems, and facilities and governing the removal of property from Bank's premises. Each of University's employees having access to Bank's computer systems will be required to sign Bank's system access agreement.
- b. With regard to any computer system owned, controlled, or used by University or any agent or subcontractor of University, which computer system is now or hereafter physically or logically connected to or able to access any computer system owned, controlled, or used by Bank or which is used to store any Bank's software or data, University shall comply with all Bank's security policies, procedures, and standards governing or related to the connection or access to Bank's computer systems as it may promulgate from time to time so long as University receives notice of such policies, procedures, and standards, and any relevant changes.
- c. In addition, University agrees: (i) not to alter any hardware or software security residing on any Bank's computer system and/or network; and (ii) not to allow unauthorized traffic to pass into Bank's networks. In addition to any other rights Bank may have under this Agreement, Bank may terminate an unauthorized access.

37. Taxpayer Identification Number. University shall provide Bank with a duly dated and executed certification of taxpayer identification number substantially in the form attached as Exhibit C.

38. License to Establish Link to Bank Web Site. University would like to use the Bank "red box" logo on the University Internet web site as a link to Bank's Internet web site at wellsfargo.com and has requested Bank's consent.

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

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

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

This license to use Logo shall be royalty-free. This license to use Logo and any and all rights granted hereunder are personal in nature to University, are non-transferable by University, do not convey any sublicensing rights to University, and shall not inure to the benefit of any successor in interest of University. This license to use Logo shall be binding upon and inure to the benefit of Bank's successors and assigns. All rights not specifically granted or licensed to University are reserved to Bank.

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

Wells Fargo Bank, National Association

Signature: Stuart Bartruff

Name: Stuart Bartruff

Title: Community Bank President-Senior Vice President

Date: March 18, 2005

Board of Regents of University of Nebraska

By: James B. Milliken, President

Signature: James B. Milliken

Date: April 22, 2005

Attest By: Donald J. Burns, Corporate Secretary

Signed by: ~~David~~ David Lechner
VP for Business & Finance

Signature: David Lechner

Date: April 22, 2005

EXHIBIT A

UNIVERSITY MARKS

UNIVERSITY OF
Nebraska
Kearney



Verbiage – University of Nebraska at Kearney
Nebraska-Kearney
UNK
Lopers

Pantone Colors: Pantone Reflex Blue
Pantone 122
Pantone 430
Pantone Process Black
Pantone 471

EXHIBIT B

BANK MARKS



(Black box with white letters)



(Red box with gold letters)

EXHIBIT C

UNIVERSITY TAXPAYER IDENTIFICATION NUMBER

47-0049123

May 12, 2005

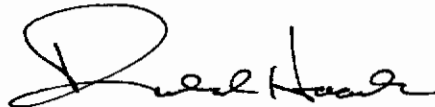
Mr. Stuart Bartruff
Greater Nebraska Territory President
Wells Fargo
21 West 21st Street
Kearney, NE 68848-0578

Dear Stuart:

Attached for your records is a fully executed original of the agreement between UNK and Wells Fargo for the VISA Check Card License.

We look forward to a positive association with Wells Fargo. If you have questions, please let me know.

Sincerely,



Randal L. Haack
Vice Chancellor for Business & Finance

RLH:bkm

Enclosure

*hand delivered 5-12-05
by Bmumma*

April 28, 2005

Bonnie Mumm
Administrative Assistant
Business and Finance
University of Nebraska at Kearney
FNDH 1000
Kearney, NE 68847

RE: University of Nebraska at Kearney/Wells Fargo Bank, N.A. Visa Check Card License Agreement

Dear Bonnie:

Per Carmen Maurer's request I am enclosing two original copies of the above-referenced Agreement that have been fully executed by the Board of Regents and Wells Fargo. Please forward one original to Wells Fargo and distribute copies of the Agreement to whomever you feel needs to have one.

If you have any questions, please contact me.

Sincerely,



Trish Henry
Paralegal

**FIRST AMENDMENT TO UNIVERSITY OF NEBRASKA AT KEARNEY /
WELLS FARGO BANK, N.A.
VISA® CHECK CARD LICENSE AGREEMENT**

This First Amendment to University of Nebraska at Kearney VISA® Check Card License Agreement (the "Amendment") is made this 26th day of April, 2010 by and between the Board of Regents of the University of Nebraska at Kearney, a public body corporate on behalf of its University of Nebraska at Kearney campus ("University") and Wells Fargo Bank, N.A., a national banking association ("Wells Fargo").

RECITALS

- A. University and Wells Fargo entered into that certain VISA® Check Card License Agreement (the "Agreement") effective as of April 15, 2005.
- B. University and Wells Fargo desire to amend the Agreement to extend the term of the Agreement.

AGREEMENT

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

- 1. University and Wells Fargo hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meanings assigned them in the Agreement.
- 2. University and Wells Fargo hereby stipulate that the Agreement is in full force and effect.
- 3. The parties are exercising their option to extend the term of the Agreement for two (2) years pursuant to Section 1 of the Agreement. Accordingly, Section 1 is amended and supplemented with the following:

The extended term of the Agreement is for a term of two (2) years, commencing on June 1, 2010 and terminating on May 31, 2012, unless earlier terminated in accordance with this Agreement.

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

**BOARD OF REGENTS OF
UNIVERSITY OF NEBRASKA**

By: Barbara L. Johnson 4/26/2010
 Name: Barbara L. Johnson
 Title: Vice Chancellor
Business & Finance

WELLS FARGO BANK, N.A

By: Stephen J. Navin 04-30-2010
 Name: Stephen J. Navin
 Title: Community Bank President

**SECOND AMENDMENT TO UNIVERSITY OF NEBRASKA AT KEARNEY/
WELLS FARGO BANK, N.A.
VISA® CHECK CARD LICENSE AGREEMENT**

This Second Amendment to University of Nebraska at Kearney VISA® Check Card License Agreement (the "Amendment") is made this 19th day of April, 2012 by and between the Board of Regents of the University of Nebraska at Kearney, a public body corporate on behalf of its University of Nebraska at Kearney campus ("University") and Wells Fargo Bank, N.A., a national banking association ("Wells Fargo").

RECITALS

- A. University and Wells Fargo entered into that certain VISA® Check Card License Agreement (the "Agreement") effective as of April 15, 2005.
- B. University and Wells Fargo entered into that certain First Amendment to University of Nebraska at Kearney VISA® Check Card License Agreement ("First Amendment") dated April 26, 2010.
- B. University and Wells Fargo desire to amend the Agreement further to extend the term of the Agreement.

AGREEMENT

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

- 1. University and Wells Fargo hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meanings assigned them in the Agreement.
- 2. University and Wells Fargo hereby stipulate that the Agreement is in full force and effect.
- 3. The parties are exercising their option to extend the term of the Agreement for one (1) year pursuant to Section 1 of the Agreement. Accordingly, Section 1 is amended and supplemented with the following:

The extended term of the Agreement is for a term of one (1) year, commencing on June 1, 2012 and terminating on May 31, 2013, unless earlier terminated in accordance with this Agreement.

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

**BOARD OF REGENTS OF
UNIVERSITY OF NEBRASKA**

WELLS FARGO BANK, N.A

By:  4/6/2012

By: 

Barbara L. Johnson
Vice Chancellor for Business & Finance

Name: KIRK KELLAN
Title: EVP

THIRD AMENDMENT TO UNIVERSITY OF NEBRASKA AT KEARNEY/WELLS FARGO BANK, N.A.
VISA® CHECK CARD LICENSE AGREEMENT

This Third Amendment to University of Nebraska at Kearney VISA® Check Card License Agreement (the "Amendment") is made as of the 19th day of March, 2013 by and between the Board of Regents of the University of Nebraska at Kearney, a public body corporate on behalf of its University of Nebraska at Kearney campus ("University") and Wells Fargo Bank, N.A., a national banking association ("Wells Fargo").

RECITALS

- A. University and Wells Fargo entered into that certain VISA® Check Card License Agreement (the "Agreement") effective as of April 15, 2005.
- B. University and Wells Fargo entered into that certain First Amendment to University of Nebraska at Kearney VISA® Check Card License Agreement ("First Amendment") dated April 26, 2010.
- C. University and Wells Fargo entered into that certain Second Amendment to University of Nebraska at Kearney VISA® Check Card License Agreement ("Second Amendment") dated April 18, 2012.
- D. University and Wells Fargo desire to amend the Agreement further to extend the term of the Agreement.

AGREEMENT

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

- 1. University and Wells Fargo hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meanings assigned to them in the Agreement.
- 2. University and Wells Fargo hereby stipulate that the Agreement is in full force and effect.
- 3. The parties hereby agree to extend the term of the Agreement for one (1) year. Accordingly, Section 1 of the Agreement is amended and supplemented with the following:

The extended term of the Agreement is for a term of one (1) year, commencing on June 1, 2013 and terminating on May 31, 2014, unless earlier terminated in accordance with this Agreement.

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

BOARD OF REGENTS OF
UNIVERSITY OF NEBRASKA

By: Barbara L. Johnson

Name: Barbara L. Johnson
Vice Chancellor for Business & Finance
Title: - University of Nebraska at Kearney

WELLS FARGO BANK, N.A.

By: Kirk L. Kellner

Name: Kirk L. Kellner
Title: EVP

FOURTH AMENDMENT TO UNIVERSITY OF NEBRASKA AT KEARNEY/WELLS FARGO BANK, N.A.
VISA® CHECK CARD LICENSE AGREEMENT

This Fourth Amendment to University of Nebraska at Kearney VISA® Check Card License Agreement (the "Amendment") is made as of the 11th day of February, 2014 by and between the Board of Regents of the University of Nebraska at Kearney, a public body corporate on behalf of its University of Nebraska at Kearney campus ("University") and Wells Fargo Bank, N.A., a national banking association ("Wells Fargo").

RECITALS

- A. University and Wells Fargo entered into that certain VISA® Check Card License Agreement (the "Agreement") effective as of April 15, 2005.
- B. University and Wells Fargo entered into that certain First Amendment to University of Nebraska at Kearney VISA® Check Card License Agreement ("First Amendment") dated April 26, 2010.
- C. University and Wells Fargo entered into that certain Second Amendment to University of Nebraska at Kearney VISA® Check Card License Agreement ("Second Amendment") dated April 18, 2012.
- D. University and Wells Fargo entered into that certain Third Amendment to University of Nebraska at Kearney VISA® Check Card License Agreement ("Third Amendment") dated March 19, 2013.
- E. University and Wells Fargo desire to amend the Agreement further to extend the term of the Agreement and revise certain terms as stated herein.

AGREEMENT

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

- 1. University and Wells Fargo hereby ratify and confirm the above Recitals. All defined terms used in this Amendment shall have the same meanings assigned to them in the Agreement.
- 2. University and Wells Fargo hereby stipulate that the Agreement is in full force and effect.
- 3. The parties hereby agree to extend the term of the Agreement for an additional term of five (5) years with up to three additional one-year terms. Accordingly, Section 1 of the Agreement is amended and supplemented with the following:

The extended term of the Agreement is for a term of five (5) years, commencing on June 1, 2014 and terminating on May 31, 2019, unless otherwise terminated in accordance with this Agreement or unless both parties elect to renew the Agreement for up to three additional one-year terms by giving notice no later than the first day of October prior to the end of the then-current term.

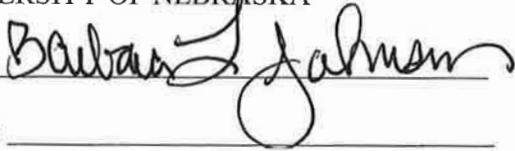
- 4. Section 4. a. (Initial Royalty Payment) is hereby deleted in its entirety and replaced with the following:
 - a. **Initial Royalty Payment (Re-Signing Bonus)**
Bank will pay \$25,000 for the exclusive right to continue providing financial accounts and services through the UNKCard program. The re-signing bonus will be payable within **60 days** of the Amendment execution date.
- 5. New Section 39 is added as follows:
 - 39. **Student Loan Representation and Warranty.** University and Bank represent and warrant to one another that the pricing and other terms and conditions for the services provided under the Agreement are unrelated to whether the University refers student loans to Bank and to the amount

of any such referrals. The parties further represent and warrant that royalty or other payments made by Bank to the University in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

6. University has determined they desire to convert the UNKCard program to become a Campus Affinity Debit Card program. The parties shall cooperate in making any necessary changes to the Agreement to reflect the conversion of the UNKCard Program to the Campus Affinity Debit Card program prior to conversion, which will occur in the Fall of 2014. Wells Fargo will provide support for marketing and promotion of the new UNK Campus Affinity Debit Card program by allocating up to \$10,000 in marketing support for the first year of the new program. The payment would be in lieu of the estimated \$5,000 annual marketing budget. The \$5,000 annual marketing budget shall resume in year two of the new program and continue annually thereafter during the term of the Agreement.
7. Except as modified by this Amendment and the First, Second, and Third Amendments, the Agreement remains in full force and effect in accordance with its original terms.

BOARD OF REGENTS OF
UNIVERSITY OF NEBRASKA

By: _____

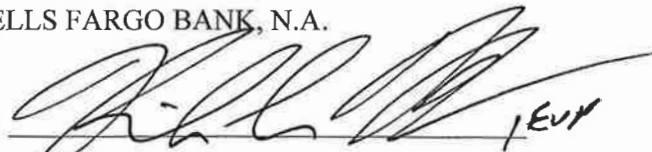


Name: _____

Barbara L. Johnson
Vice Chancellor for Business & Finance

WELLS FARGO BANK, N.A.

By: _____

 E.V.P.

Name: _____

Kirk Kellner

Title: Regional President, E.V.P.

**FIFTH AMENDMENT TO
UNIVERSITY OF NEBRASKA AT KEARNEY/WELLS FARGO BANK, N.A.
VISA® CHECK CARD LICENSE AGREEMENT**

This Fifth Amendment to University of Nebraska at Kearney VISA® Check Card License Agreement (herein the "Amendment") is dated as of this 27 day of April, 2016 by and between the Board of Regents at the University of Nebraska at Kearney, a public body corporate on behalf of its University of Nebraska at Kearney campus (herein "University") and Wells Fargo Bank, National Association (herein "Wells Fargo" or "Bank").

WHEREAS, University and Wells Fargo entered into that certain VISA® Check Card License Agreement dated April 15, 2005, as may have been amended from time to time (the "Agreement").

WHEREAS, University and Wells Fargo have agreed to amend the Agreement to make certain clarifications regarding accounts offered to students and audit rights.

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

1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. UNKCARD Bank Account. Section 5.c. of the Agreement is hereby deleted in its entirety and replaced with the following:
 - c. Enrolled students may choose the Wells Fargo Everyday Checking account, or other product offered by Bank, to which a UNKCARD may be linked. Faculty and staff may select any checking account or package for which they may be eligible to which a UNKCARD may be linked. Wells Fargo Everyday Checking accounts linked to UNKCards have no monthly service fee or minimum balance requirement.
3. Examinations and Audit. Section 22 (Examinations) of the Agreement is hereby deleted in its entirety and replaced with the following:
 22. **Examinations and Audit.** Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its UNKCARD Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. In addition, University will provide Bank or its duly authorized representatives with reasonable access to University's records for the purpose of enabling Bank to confirm University's compliance with the terms of this Agreement. All such records may be audited by Bank or its designated representative(s) at any time during University's regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide University or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling University to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by the University or its designated representative(s) at any time during Bank's regular working hours upon reasonable notice. Each party may require persons obtaining access to its records under this Section 22, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 24.
4. Termination. New subsection d. is hereby added to Section 26 (Termination) as follows:

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

5. Title IV Representation and Warranty. New Section 40 is hereby added as follows:

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

6. Continued Effect. Except to the extent amended hereby, all provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

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

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

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

**BOARD OF REGENTS OF
UNIVERSITY OF NEBRASKA**

By: Jane E. Sheldon
Name: _____
Jane Sheldon
Interim Vice Chancellor for Business & Finance

WELLS FARGO BANK, N.A.

By: [Signature]
Name: Kirk Kellner
Title: EVP