

**NEW MEXICO STATE UNIVERSITY
CAMPUS ID CARD AGREEMENT**

THIS AGREEMENT is made this 21st day of April, 2014, by and between the **REGENTS OF NEW MEXICO STATE UNIVERSITY** (hereinafter referred to as "Owner"), with principal offices located at Box 30001, Las Cruces, New Mexico 88003-8001, and Wells Fargo Bank, N.A. (hereinafter referred to as "Contractor"), having its principal office at 420 Montgomery Street, San Francisco, California, 94104-1207.

WITNESSETH

Owner desires to avail itself of Contractor banking services and Contractor desires to perform such services for Owner;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, the parties, intending to be legally bound, agree as follows:

SECTION 1 OWNER'S GRANT TO CONTRACTOR

- A. Owner grants Contractor the right to provide exclusive services for a multi-purpose identification card offered by Owner ("Aggie ID Card"), as outlined in Contractor's original proposal dated February 28, 2013 and subsequent best and final offer dated May 17, 2013 in accordance with RFP #201302007-RA incorporated herein by reference for the Las Cruces main and Dona Ana campus students, faculty and staff (collectively, the "Eligible University Community Members"). Contractor seeks to establish new account relationships through its affiliation with Owner, including but not limited to checking accounts with "linked" Aggie ID Cards (each such checking account referred to herein as "Aggie ID Card Bank Account"). This contract may be extended at a future date through a written amendment, as agreed to and executed by both parties, to include one or all of the other NMSU community college campuses currently located in Alamogordo, Carlsbad and Grants. For purposes of this Agreement, "Campus Debit Card" is defined as an Aggie ID Card that is linked to a Contractor checking account within Contractor's system for the purpose of ATM, PIN-based (online) and signature-based (offline) transactions and has been activated by the Eligible University Community Member.
- B. Should Contractor wish to provide additional exclusive or non-exclusive services not listed in Contractor's proposal, Contractor must seek the approval for the additions from NMSU Auxiliary Services in writing prior to providing the services.

SECTION 2 CONTRACTOR'S RESPONSIBILITIES

- A. Pursuant to the provisions of this Agreement, Contractor will operate and manage its services at such locations as shall be agreed upon throughout the course of this agreement and keep such operation adequately serviced. All on-campus presence for recruiting new accounts for the enhanced card program must be coordinated through the Manager of ID Card Services. The Contractor will be required to follow all Owner solicitation policy guidelines.
- B. Contractor also agrees to comply with all Federal, state and local laws and regulations governing the services provided in this agreement.
- C. Contractor agrees that it will neither advertise nor promote any connection with the Owner, its Board of Regents or any identifying marks or property of Owner, nor shall Contractor make any representation, either expressed or implied, as to the Owner's promotion or endorsement of

Contractor unless it has received prior written consent from the Owner. This includes all representation of the campus ID card program that is used in publications or presentations. In this instance the Manager of the ID Card Services Office and the Director of Housing and Campus Life would provide approvals on behalf of the Owner.

- D. Contractor will pay all costs, fees, and royalties arising from or associated with Contractor's use of copyrights, trademarks, patented materials, equipment, devices or processes introduced by Contractor.
- E. Annually by March 15, the Contractor will meet with the NMSU Auxiliary Services personnel to review financial results from prior years and marketing plans for the next year. In this meeting there will need to be a mutual agreement on the marketing plan and other actions to improve services for the Owner and our customers.
- F. Contractor will not place any signs or advertising of any kind on the exterior or interior glass windows or exterior walls on university property without written consent of the NMSU Auxiliary Services.
- G. Contractor shall not disclose any information relating to students, and employees of NMSU other than such information that may be authorized by the individual student or employee.
- H. Immediately upon execution of this contract, Contractor will develop a mutually agreed to transition timeline to upgrade the current campus debit card program to the instant issuance platform as well as define the security requirements for the storage space and operational office issuing the cards.

SECTION 3 OWNER'S RESPONSIBILITIES

- A. Pursuant to the provisions of this Agreement, Owner shall provide opportunities for Contractor to promote and provide services at such locations as shall be agreed upon throughout the course of this agreement and keep such operation adequately serviced.
- B. The Owner will not endorse student loan and or student credit cards issued by Contractor nor will we offer preferred promotional opportunities beyond those available to other service providers of these products except those opportunities specifically noted.

SECTION 4 GRANT TO USE NAME AND MARKS

- A. Owner hereby grants Contractor during the Term a non-exclusive, non-assignable, and irrevocable world-wide license to use, display, reproduce, and otherwise exploit the various logos and other identifying property and marks provided by Owner ("Owner Marks") for the sole purpose of offering and promoting the financial products and services to Eligible University Community Members through the Aggie ID Card program. All applications of the Owner Marks by Contractor must conform to those marks provided by Owner at the time the contractor requests them along with any specifications established by Owner which specifications may be amended from time to time. Contractor will make no other use of the Owner Marks or any other trademark or trade name owned by or associated with Owner without, in each case, Owner's prior explicit written consent. Contractor shall deliver all Aggie ID Card designs and all promotional and informational materials prepared by Contractor that contain any Owner Mark to Owner prior to publication for Owner's prior written consent which consent shall not be unreasonably withheld or unduly delayed. Owner also grants Contractor authority to use published Aggie ID Card marketing materials as examples for prospective Contractor clients or within Contractor 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.

Contractor acknowledges and agrees that Owner is the owner of the Owner Marks, that the limited right hereunder to use the Owner Marks does not confer upon Contractor any license or right of ownership of the Owner Marks, and all use of the Owner Marks by Contractor will inure to the benefit of Owner. Accordingly, Contractor's limited right to the use of the Owner Marks for any purpose is solely by reason of this Agreement, and Contractor 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 Owner Marks or the right of Owner 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 Owner Marks or any mark, design or logo intended to identify Owner. Upon expiration or termination of this Agreement for any reason, Contractor will immediately cease any and all use of the Owner Marks or any variation of the Owner Marks on promotional and informational materials prepared by Contractor in connection with this Agreement.

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

- B. Contractor hereby grants Owner during the Term a non-exclusive right and license to use the marks as provided by Contractor ("Contractor Marks") on all Campus Debit Cards and all promotional and informational materials prepared by Owner in connection with the Aggie ID Card under this Agreement. Contractor Marks shall appear on the Campus Debit Card version which will be issued by Contractor. Owner will make no other use of Contractor Marks without Contractor's prior written consent. Owner agrees that all products and/or services offered in connection with the Aggie ID Card program shall be of a nature and quality commensurate with the nature and quality of Owner's Card program. Owner shall deliver all Aggie ID Card designs and all promotional and informational materials prepared by Owner that contain any Contractor Mark to Contractor prior to publication for Contractor's prior written consent.

Owner acknowledges and agrees that Contractor is the owner of the Contractor Marks, that the limited right hereunder to use the Contractor Marks does not confer upon Owner any license or right of ownership of the Contractor Marks and all use of the Contractor Marks will inure to the benefit of Contractor. Accordingly, Owner's limited right to use of the Contractor Marks for any

purpose is solely by reason of this Agreement, and upon expiration or termination of this Agreement for any reason, Owner will immediately cease any and all use of the Contractor Marks or any variation of the Contractor Marks on Aggie ID Cards issued after the effective date of such expiration or termination.

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

SECTION 5 FINANCIAL ARRANGEMENTS

Contractor is providing the following financial components as originally outlined in the proposal with certain adjustments as provided in a best and final proposal referred to in Section 1 (A) of this agreement:

- A. Signing Bonus \$55,000 paid within sixty (60) days of contract execution.
- B. Annual Royalty Payments for Aggie ID Cards linked to a Wells Fargo checking account. Minimum annual guarantee is \$20,000. Royalty payments will be calculated using August month-end data for the Contractor and paid to the Owner by month end October with first payment due 60 (sixty) days after execution of this contract.

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

The annual account royalty payment shall be based on the number of eligible Aggie ID Card Bank Accounts as a percentage of total student enrollments for the academic school year. Eligible Aggie ID Card Bank Accounts 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. At the time of the proposal first year estimate was based on 45% penetration with an estimated 18,000 students which is \$90,000.

The annual Account Royalty Payment will be calculated based on the following:

<i>Total number of Eligible _____ Card Bank Accounts with Campus Debit Cards</i>	<i>Annual Royalty Payment</i>
0%	\$20,000
5%	\$20,000
10%	\$20,000
15%	\$30,000
20%	\$40,000
25%	\$50,000
30%	\$60,000
35%	\$70,000
40%	\$80,000
45%	\$90,000
50%	\$100,000
55%	\$110,000
60%	\$120,000
65%	\$130,000
70%	\$140,000
75%	\$150,000
80%	\$160,000
85%	\$170,000
90%	\$180,000
95%	\$190,000
100%	\$200,000

Payments described in this Section 5 shall be deemed paid upon receipt by Owner at the address indicated herein for receipt of notices pursuant to Section 31.

- C. Aggie ID Card stock reimbursement up to \$11,000 annually. This will be billed by owner two times a year, once after the Fall semester ends and another after the spring semester ends.
- D. Instant Issuance program set-up support estimated at \$15,000 one-time costs for software, hardware and installation through the preferred vendor of Wells Fargo and paid directly to such vendor. Then annual instant issuance software licensing will be covered by Wells Fargo.
- E. Wells Fargo shall provide the following security equipment for installation at the NMSU Aggie ID Card office at an approximate value of \$6,500 : three (3) security cameras; one (1) motion detector; one (1) monitor for video system (if needed); and one (1) safe.
- F. Wells Fargo marketing support on-going (including Financial Education Training as requested by the Owner) is \$20,000 annually for marketing/advertising programs and related expense support. All promotional support and prizes will be mutually agreed to and coordinated through the Director of Housing and Campus Life. This budget includes funding for annual marketing materials including customized materials that will highlight the banking features of the new Aggie ID Card and the benefits of linking it to a Contractor checking account and other marketing efforts detailed in Section 18 below.
- G. Addition of one (1) Wells Fargo branded ATM placement to be added to campus based on mutually agreed upon location and format. (Separate ATM contract will be issued as a result of this placement).

SECTION 6 AGGIE ID CARD BANK ACCOUNT

- A. During the Term, Contractor will provide in accordance with this Section 6 a checking account with a Campus Debit Card to Eligible University Community Members who have requested such an account and who meet Contractor's usual checking account opening underwriting and other requirements ("Aggie ID Card Bank Account"). Nothing herein prohibits Contractor from closing any Aggie ID Card Bank Account in accordance with standard deposit account procedures. Eligible University Community Members may choose from a variety of checking accounts offered by Bank.
- B. Some Aggie ID Card holders may not be eligible for the Aggie ID Card Bank Account due to prior negative banking history, or other account opening requirements as Contractor may establish from time to time in accordance with applicable law or Contractor policy.
- C. Only one checking account per Aggie ID Card holder shall be considered to be an Aggie ID Card Bank Account.
- D. Enrolled students may choose the *Wells Fargo College Checking*[®] account, or other product offered by Contractor to which an Aggie ID Card may be linked. Faculty and staff may choose the *Wells Fargo At Work*[®] package, or other product offered from time to time by Contractor.
- E. The Aggie ID Card Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Contractor's other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 6 of this Agreement.
- F. During the Term, should Owner decide to process student financial aid refund payments by electronic means, Contractor agrees to accept such electronic refund transactions through the ACH System and make these funds available to Owner students by direct deposit to student's Aggie ID Card Bank Account or other depository account maintained by Contractor for the student, all without additional deposit-related processing charges or fees to the student.

- G. Should Owner request, Contractor shall provide at its own expense an informational web page, maintained by Contractor on its website, with a customized URL residing on the Owner website, dedicated to the Aggie ID Card and the Aggie ID Card holders, using a design and functionality subject to the approval of Owner, which approval shall not be unreasonably withheld or unduly delayed. Contractor 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 Owner to provide any required approval. The website shall provide information as mutually agreed by Owner and Contractor, which may include the following features:
- i. Information about various account offerings for Aggie ID Card holders,
 - ii. Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number,
 - iii. Link to log-in for secure online banking session, and
 - iv. Information about and links to other Contractor related products and services.
- H. Owner acknowledges that Contractor 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 Contractor from making the same changes to the Aggie ID Card Bank Accounts that it makes generally to its non- Aggie ID Card Bank Accounts.

SECTION 7 AGGIE ID CARD BANK ACCOUNT OPENING

- A. The Aggie ID Card Bank Accounts may be opened by Contractor using Contractor personnel anywhere permitted by applicable law and regulations; provided however, that Owner shall have the right to determine where, on the Owner's premises, such accounts may be opened. Contractor 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 Aggie ID Card Bank Account applications from Aggie ID Card holders. Contractor may accept deposits to Aggie ID Card Bank Accounts anywhere and by any means permitted by law, including without limitation Contractor's offices, mobile branches and messengers, and automated teller machines ("ATMs") or other electronic means of accepting deposits.
- B. Contractor shall be responsible for obtaining information from the Aggie ID Card holder in connection with the Aggie ID Card Bank Account opening. Owner will not have authority or responsibility to open any accounts or accept any deposits on behalf of Contractor.
- C. Contractor has the right to refuse to open an Aggie ID Card Bank Account. Contractor personnel shall provide support for the implementation of the financial services associated with the Aggie ID Card program, including the opening of checking accounts for Eligible University Community Members. Additional Bank personnel will be available and assigned as reasonably needed and as mutually agreed upon to support Aggie ID Card Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

SECTION 8 AGGIE ID CARD DESIGN AND SPECIFICATIONS

- A. The Campus Debit Card version shall conform to the following specifications. The front side of the Campus Debit Card will include the Owner Mark and design mutually selected by the parties to differentiate the new card from previous Aggie ID Cards and other CR80 size cards. The front side shall have these minimum requirements:
- i. An electronically stored photo of the Aggie ID Card holder,
 - ii. The Aggie ID Card holder's first and last name,

- iii. Contractor logo,
 - iv. 16-digit ISO number,
 - v. The Visa brand and flying dove hologram,
 - vi. The word "DEBIT" and
 - vii. Embossed expiration date.
- B. The reverse side of the Campus Debit 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. Contractor logo,
 - iii. The appropriate ATM network "bugs," which must be of minimum size required by network
 - iv. The appropriate Debit Point-of-Sale network "bugs," which must be minimum size required by network,
 - v. Instructions for reporting lost or stolen cards, and
 - vi. A space for cardholder signature.
- C. The Campus Debit Card will include such design and functionality as is necessary to provide reasonably such Owner benefits as Owner may request, such as access pass to Owner facilities and Owner provided financial services.
- D. Owner shall be responsible for any costs associated with the new design of the Aggie ID Card. Owner and Contractor shall cooperate to create a mutually agreed upon Aggie ID Card design. Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the Aggie ID Card shall be subject to any applicable card association rules and regulations (such as, without limitation, Visa, MasterCard and/or ATM networks) and subject to any other applicable law, rules or orders. No additional marks or logos shall be placed on the Card without prior Contractor approval. Owner shall decide, at the appropriate time and in conjunction with the Contractor, whether to recard all current Aggie ID Card holders or implement new design with new cards.
- E. It is the Owner's responsibility to conduct a trademark/service mark search of the new campus card name (and logo if applicable). Contractor will assist Owner at Owner's expense with an initial trademark/service mark search if requested by Owner. Owner agrees to indemnify and hold Contractor harmless against all claims, liabilities and judgments Contractor 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 Owner elects to use the name or card design.

SECTION 9 ISSUANCE OF NEW CARDS

Eligible University Community Members will have a choice of either the Campus Debit Card or a standard Owner ID Card without the capability to access Contractor financial services.

As determined in our negotiations of the proposal, the parties shall work together in the Spring of 2014 to establish the processes to enable owner to flat print all Aggie ID Campus Debit Cards, which can be issued instantly on-site at the owners card office, utilizing the software and hardware to be provided by Wells Fargo and/or its vendors.

Until the new instant issuance process is implemented at the owners ID Card Office, Eligible University Community Members can either order the Campus Debit Card through a Contractor representative on campus during the enrollment period or visit the local Contractor store to order the Campus Debit Card which will be linked to their existing or new Contractor account using the existing card issuance process in place between University and Contractor. When an Eligible University Community Member orders the Campus Debit Card, Contractor will notify Owner that a photo and associated data is required to produce the Campus Debit Card, and when the photo is received, the Campus Debit Card request will be forwarded to the card vendor. The Campus Debit 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 Campus Debit Card via telephone or Contractor branch, it will be available for use at ATMs or for purchases.

SECTION 10 DATA TRANSMISSION FOR PHOTOS AND OTHER DATA

- A. When Eligible University Community Members request a Campus Debit Card, they will need to provide their student/employee ID numbers which will be added to Contractor's system to act as identifier key for data transmissions between Contractor and Owner for fulfillment of the current centrally issued Aggie ID Card issuance process. .
- B. The photo that will be on the Campus Debit Card will be a 1 x 1 inch personalized image taken by Owner.
- C. Photos and digitized images submitted for Campus Debit 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

Contractor and Owner 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. Character or numeric data will be transmitted to Contractor as either EBCDIC or ASCII data types;
- iii. Per Visa operating guidelines, Owner cannot use the full 16-digit ISO number to identify an Eligible University Community Member within its systems. Owner can use a truncated number, digits 8 – 14, which will be unique to each Campus Debit Card; and

New file layouts, new transmission requirements, new service level agreements and file

receipt cut-off times will be provided to Owner as part of the instant issuance implementation project agreed to for the Spring 2014.

SECTION 11 **POST-CONVERSION CHANGES TO THE AGGIE ID CARD**

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

SECTION 12 **MATTERS RELATING TO LOST OR STOLEN CARDS; FRAUDULENT USE**

- A. Should a Campus Debit Card be lost or stolen, Contractor shall provide for a system to immediately disable, upon notification of the loss or theft, the Campus Debit Card's capability for processing transactions through the Aggie ID Card Bank Account. Contractor shall provide Campus Debit Card holders, without cost to Owner, a toll-free phone number for the purposes of notifying Contractor of lost and stolen Campus Debit Cards. Such system of notification and account disablement shall be available twenty-four hours a day, seven days a week. Contractor shall also respond to lost/stolen card reports made in-person to Contractor representatives during regular Contractor business hours.
- B. Contractor shall assume financial liability for transactions conducted with lost or stolen Campus Debit Cards and losses due to security breaches in the same manner, pursuant to the same policies and to the same extent as such liability is assumed for Contractor's general population of checking account customers located in the state of New Mexico.

SECTION 13 **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 Owner provided identification benefits of the Aggie ID Card, Owner shall in accordance with such policies and procedures as it may establish, terminate the functionality of the Aggie ID Card and its Owner identification benefits. However, Owner shall not be required to collect the Campus Debit Card; nor shall the Campus Debit Card holder be required to forfeit the Campus Debit Card. Contractor may or may not discontinue the services of the Campus Debit Card of any individual no longer qualifying as an Eligible University Community Member.

SECTION 14 **DISPOSITION OF CARDS UPON TERMINATION**

Upon the termination or expiration of this Agreement for any reason, outstanding Campus Debit Cards actively serving as Owner's multi-function identification card and displaying the Contractor Marks may or may not be replaced by Owner, at the Owner's sole discretion. Such outstanding Campus Debit Cards may continue to serve as an Owner identification card with such Owner benefits as Owner may choose, for so long as Owner desires. Further, upon termination or expiration of this Agreement, Contractor shall within a reasonable time thereafter cease identifying the accounts generated under this Agreement as Aggie ID Card Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the Campus Debit Cards to alternative access devices at the termination or expiration of this Agreement. The parties shall cooperate with each other in the transition of operations to any successor to the Aggie ID

Card program described in this Agreement, including but not limited to providing such information in such format as is reasonably requested and needed by the parties to accomplish the transition.

SECTION 15 **ISO NUMBER OWNERSHIP**

At all times, Contractor shall be deemed to own the ISO numbers associated with the Campus Debit Cards issued pursuant to this Agreement. The ISO number will be licensed to Owner per Visa's Operating Regulations and will not be transferred to Owner upon termination of this Agreement.

SECTION 16 **VENDOR SUPPORT**

Contractor plans to continue its membership in various ATM network associations, POS network associations, and card associations, or any such successor organizations. Owner has no responsibility for, and no relationship with, third party vendors accepting the Campus Debit Card as a result of this Agreement.

SECTION 17 **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 Contractor and all laws and regulations related to the protection and security of any personal information gathered by Contractor, such as the Gramm Leach Bliley Act. For purposes of this Agreement, Owner will be considered the "issuer" of the standard Aggie ID Card used as the University ID card. Contractor will not be responsible to Owner or any Aggie ID Card holder for any liability arising from University's "issuer" responsibilities. Contractor will be considered the "issuer" of the Campus Debit Card as it pertains to electronic funds transfers to or from any Aggie ID Card Bank Account and to the performance of any other financial transactions involving an Aggie ID Card Bank Account. Contractor will be responsible to the Campus Debit Card holder for any unauthorized or erroneous transaction involving the Aggie ID Card Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), to the extent applicable. Owner will not be responsible to Contractor or to any Campus Debit Card holder for any liability arising from Contractor's issuer responsibilities or for losses to any Aggie ID Card Bank Account; provided however, that nothing herein will exonerate Owner from any unauthorized or erroneous transactions or losses involving an Aggie ID Card Bank Account caused by Owner. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other Owner disbursements into the Aggie ID Card Bank Accounts, if any, Owner will comply with all applicable laws and regulations.

SECTION 18 **MARKETING**

Contractor and Owner shall fully cooperate and shall work in conjunction to promote the Aggie ID Card program, including the Campus Debit Card, through various marketing efforts. Both Contractor and Owner shall approve the content, timing, and use of all promotional initiatives and marketing/advertising materials related to the services contemplated under this Agreement. In cooperation with Contractor, Owner will promote services provided under this Agreement to Eligible University Community Members through various communication channels available to Owner. Owner will provide Contractor with the opportunity to provide information about the Contractor financial services associated with the Aggie ID Card Program to Owner Cardholders and new incoming Owner students through various methods, which may include without limitation emails, acceptance and orientation packets, letters, flyers and inserts. Owner agrees that such marketing materials will include both the Contractor's and Owner's marks. Owner will provide Contractor with the opportunity to include inserts funded by Contractor in Owner mailings to Owner Cardholders and new incoming Owner students. All mailings shall be mutually agreed

on and where appropriate approved by the applicable Owner department and Contractor. In addition, Owner will communicate during orientation the Aggie ID Card program and associated Contractor financial services to all parents/guardians and students. The Aggie ID Card program and associated Contractor financial services will be communicated as the students are issued their identification card. As mutually agreed, Contractor will actively participate in student orientations including but not limited to the presence of Contractor representatives and presentations at the orientations. Owner agrees to cooperate with Contractor exclusively in the expansion of financial services available to current and future Aggie ID Card holders including but not limited to the above marketing efforts and “tabling” on campus.

SECTION 19 INDEMNIFICATIONS AND INSURANCE

- A. As between the parties, each party will be solely responsible for liability arising from personal injury or damage to property arising from the grossly negligent act or failure to act of the respective party or its officials, agents, and employees pursuant to this Agreement. The liability of the Regents of New Mexico State University shall be subject to the immunities and limitations of the Tort Claims Act, Sections 41-4-1 et Seq. NMSA 1978, and any amendments thereto.

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.

- B. Contractor will exercise reasonable care in providing electronic funds transfer services and other services to Aggie ID cardholders as contemplated under this Agreement, subject to breakdowns, operational failures, unavoidable delays or similar causes beyond the party’s reasonable control. Contractor does not control and except as provided in Federal Reserve Board Regulation E and state law to the extent applicable, is not responsible to Owner for any error, act, or omission with respect to ATMs or POS terminals not owned and operated by Contractor. Contractor does not undertake to ensure that Campus Debit Card holders will at all times be able to successfully accomplish transactions with Contractor by any electronic means, including but not limited to ATMs, POS terminals, the Internet, or other existing or future technology associated with Campus Debit Cards, Aggie ID Card Bank Account 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 Contractor’s reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Contractor will have no liability as a result. Contractor will, however, exercise reasonable care to promptly reinstate service.
- C. In order to secure and not in any manner limit the Contractor's obligation to indemnify the Owner, Contractor shall procure and maintain the following insurance:

The Contractor shall purchase and maintain statutory limits of Commercial General Liability and Automobile Liability Insurance as approved by the NMSU Board of Regents at the time of signing of the document. The NMSU Board of Regents shall be included as a loss payee on the Employee Dishonesty Insurance (Fidelity Bond) and additional insured on the Commercial General Liability and Automobile Liability insurance policies. The required insurance shall include at least the following coverage:

Commercial General Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per occurrence

Employee Dishonesty Insurance (Fidelity Bond)	\$1,500,000 per occurrence
Automobile Liability Insurance	Per State Statute

Contractor shall furnish Owner annually at the beginning of each contract year a Certificate of Insurance evidencing such coverage as respects Contractor's operation on the Premises. A copy of the certificate shall be forwarded to New Mexico State University, Central Purchasing & Risk Management Office, P.O. Box 30001, MSC 3890, Las Cruces, NM 88003-8001

- D. Contractor will procure Worker's Compensation coverage at statutory amounts and Employer's Liability Insurance in the amount of One Million Dollars (\$1,000,000) to cover its employees at the Premises.
- E. Contractor and Owner mutually agree that they will keep their respective property insured and will waive rights of subrogation of their respective insurance companies to recover losses from the other party. Contractor and Owner further agree to waive their rights of recovery from each other for deducted or self-insured property losses.
- F. Owner represents and warrants that at all times during the Term, Owner 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, Owner shall allow Contractor to review such documents as are available pursuant to Public Records Laws to verify the existence and funding supporting said self-insurance program.

SECTION 20 COMMENCEMENT AND TERMINATION

This Agreement shall become retroactively effective on June 11, 2013. The term shall be until May 10, 2018 with an option for three (3) one (1) year renewals.

If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this Agreement for any reason other than Excused Performance reasons stated herein, the party claiming such failure shall give the other party a written notice of such breach. If, within sixty (60) days from such notice the failure has not been corrected, the non-breaching party may terminate this Agreement effective ten (10) days after the end of said sixty (60) days period. In the event the defaulting party is in good faith unable to cure such material breach within sixty (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 one hundred twenty (120) days from the material breach.

If a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within sixty (60) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any party's property shall be appointed and such appointment shall not be vacated within sixty (60) days, then in any such event the other party shall have the right, in addition to any other rights of whatever nature that it may have at law or in equity, to terminate this Agreement immediately.

This Agreement may be terminated by either party at any time if: (i) the operation of the Aggie ID Card program has or threatens to have a material adverse financial impact on Contractor or Owner due to the

use of one or more of the Campus Debit Cards in a fraudulent manner or in a way which does not permit Contractor or Owner to recover funds from the user(s) of the Campus Debit Card(s); or (ii) Contractor is notified by a regulatory agency that any aspect of the Campus Debit Card program does not comply with any applicable law, regulation, rule or policy applicable to Contractor or Owner (iii) or either party provides notice of said termination in writing ninety (90) days prior to the terminate date set forth in the notice. In light of Contractor's substantial up-front financial investment in the Aggie ID Card program, during the first two (2) years of the term neither party shall have the right to terminate upon ninety-days' prior written notice as provided in subsection (iii) of this paragraph. At any time after the first two (2) years of the term, if Owner elects to terminate upon ninety-days' prior written notice to Contractor, as provided in subsection (iii) of this paragraph, Owner shall refund to Contractor a pro-rata portion of the Signing Bonus for the months remaining in the term that are "canceled" pursuant to said termination and full reimbursement of the costs for hardware and software installed at Card Office valued at \$15,000. In addition, the minimum Annual Royalty Payment guarantee of \$20,000 shall no longer apply and Owner shall not bill Contractor for any Aggie ID Card stock reimbursement as of the date of termination.

The termination or expiration of this Agreement shall not affect the rights, privileges, liabilities and/or responsibilities of the parties as they exist as of the effective date of termination and the parties shall cooperate fully with each other during the term of the Agreement and subsequent thereto in order to ascertain and satisfy the liabilities of either party to the other.

SECTION 21 REPRESENTATIONS AND WARRANTIES; BOARD APPROVAL

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

SECTION 22 EXAMINATIONS

Except to the extent applicable law prohibits such, all records maintained by Owner pertaining to Contractor and its Aggie ID Card 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. Contractor shall maintain records regarding Campus Debit Cards and Aggie ID Card Bank Accounts in accordance with its record retention policy. Contractor will provide Owner or its duly authorized representatives with reasonable access to Contractor's records for the purpose of enabling Owner to confirm Contractor's compliance with the terms of this Agreement. All such records may be audited by Owner or its designated representative(s) at any time during Contractor's regular working hours upon reasonable notice. Contractor may require persons obtaining access to Contractor's 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.

SECTION 23 EXCLUSIVITY

During the term of this Agreement, Owner will not cause or authorize any Owner 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 Contractor, except as otherwise agreed in writing by Contractor. Nothing herein shall prevent Aggie ID Card holders from using Aggie ID Cards as stored value cards, declining balance cards or smart cards. In addition, during the Term of this Agreement, Owner will give Contractor exclusive access to market financial services to Eligible University Community Members including the marketing efforts indicated in Section 18.

SECTION 24 CONFIDENTIALITY

- A. Owner may be provided certain information concerning Contractor and/or its affiliates or customers, or other information Contractor 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, Contractor may be provided certain information that Owner deems proprietary or confidential pursuant to the law or Owner policy. As a condition to being furnished such information by a party (herein the "Confidential Information"), the other party agrees as follows:
- i. Except for Aggie ID Card Bank Account application data and Aggie ID Card Bank Account transaction information, which shall automatically be deemed to be Confidential Information of Contractor, 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.
 - ii. 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.
 - iii. 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.
 - iv. 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.
 - v. 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 Contractor'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 Contractor customer. These confidentiality and security provisions shall survive the termination of this Agreement.

- vi. Throughout the Term, Contractor shall implement and maintain appropriate safeguards, in conformity with applicable federal law and regulations, for all customer information, if any, owned by the Owner and delivered to Contractor pursuant to this Agreement. Contractor shall promptly notify Owner, 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 Owner or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.
- B. In addition, Contractor's customer lists, including names of Eligible University Community Members who are Campus Debit Card holders and who have Aggie ID Card Bank Accounts, are Contractor's Confidential Information, for which Contractor retains exclusive ownership and right during the Term. Therefore, although Owner 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, Owner would be precluded from using a list comprised of Campus Debit Card holders who have obtained Aggie ID Card Bank Accounts from Contractor if such use was for a purpose prohibited by this Section 24; provided, however, that Owner 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 Contractor the notice required under subsection iv., if applicable.
- C. 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, Contractor shall be permitted and shall retain such Owner 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.

SECTION 25 EQUIPMENT

Owner is responsible for maintaining equipment and systems programming necessary to continue the Aggie ID Card program.

SECTION 26 INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties that an independent contractor relationship is hereby established under the terms and conditions of this Agreement; that employees of Contractor are not nor shall they be deemed to be employees of Owner; and, that employees of Owner are not nor shall they be deemed to be employees of Contractor.

SECTION 27 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 Contractor subcontractor and Owner unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, Owner acknowledges that certain Campus Debit Card products and services to be provided by Contractor may be supplied by or through Contractor's parent corporation, entities directly or indirectly

owned or controlled by Contractor or its subsidiaries, entities affiliated with Contractor or owned or controlled by entities affiliated with Contractor, 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.

SECTION 28 **EXCUSED PERFORMANCE**

In case performance of any terms or provisions hereof (other than the payment of moneys) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, state, or federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of moneys) during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties hereunder. Upon the happening of any circumstances or causes aforesaid, non-performing party shall notify the other party without delay.

SECTION 29 **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 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.

SECTION 30 **ENTIRE AGREEMENT AND WAIVER**

This Agreement and documents listed in Section 1 (A) that have been incorporated shall constitute the entire Agreement between the parties with respect to the provision of Contractor Services, and supersedes all other written or oral understandings or agreements between the parties with respect to the provision of Contractor's Services. No variation or modification of this Agreement and no waiver of their provisions shall be valid unless in writing and signed by the duly authorized officers of Contractor and Owner. 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, Owner and Contractor agree that the provisions of account agreements will govern the products and services to be provided by Contractor pursuant to this Agreement. 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. If any provision of this Agreement, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.

SECTION 31 **NOTICES**

Any notice or communication required or permitted to be given hereunder shall be in writing and delivered personally, by overnight courier, by facsimile or by United States certified mail, postage prepaid with return receipt requested, addressed to the parties as follows:

To Owner: **New Mexico State University**

**MSC 3AUX, PO Box 30001
Las Cruces, New Mexico 88003-8001
Facsimile: (575) 646-1050
Telephone: (575) 646-4212
Attention: Assistant Vice President Auxiliary Services**

To Contractor:

**Wells Fargo Bank, N. A.
425 S. Telshor Blvd, 1st Floor
Las Cruces, New Mexico 88011
Facsimile: (575) 521-6850
Telephone: (575) 521-6842
Attention: Courage Idemudia
Email: courage.idemudia@wellsfargo.com**

or to such other persons or places as either of the parties may hereafter designate in writing. Such notice shall be effective when received or on the date of personal or courier delivery or on the day of deposit in the United States mail as provided above, whichever is earlier. Rejection or other refusal to accept shall not affect the validity or effectiveness of the notice given.

SECTION 32 INFORMATION SYSTEM GENERAL SECURITY

- A. Owner and its employees shall comply with all Contractor 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 Contractor's premises. Each of Owner's employees having access to Contractor's computer systems will be required to sign Contractor's system access agreement.
- B. With regard to any computer system owned, controlled, or used by Owner or any agent or subcontractor of Owner, which computer system is now or hereafter physically or logically connected to or able to access any computer system owned, controlled, or used by Contractor or which is used to store any Contractor's software or data, Owner shall comply with all Contractor's security policies, procedures, and standards governing or related to the connection or access to Contractor's computer systems as it may promulgate from time to time so long as Owner receives notice of such policies, procedures, and standards, and any relevant changes.
- C. In addition, Owner agrees: (i) not to alter any hardware or software security residing on any Contractor's computer system and/or network; and (ii) not to allow unauthorized traffic to pass into Contractor's networks. In addition to any other rights Contractor may have under this Agreement, Contractor may terminate an unauthorized access.

SECTION 33 TAXPAYER IDENTIFICATION NUMBER

Owner shall provide Contractor with a duly dated and executed certification of taxpayer identification number at the time this agreement is executed.

SECTION 34 GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Mexico. Nothing in this section shall be deemed to apply to any aspect of the agreement that is in place between Contractor and an Eligible University Community Member regarding an Aggie ID Card Bank Account.

SECTION 35 **LICENSE TO ESTABLISH LINK TO BANK WEB SITE**

- A. Owner may choose to use the Contractor “red box” logo on the Owner Internet web site as a link to Contractor’s Internet web site at wellsfargo.com and may request Contractor’s consent.
- B. Contractor hereby grants to Owner a worldwide, non-exclusive right and license to establish a normal (href) text based link on www.nmsu.edu/~idsvs/ to the www.wellsfargo.com home page for the purpose described in the immediately preceding paragraph; provided, however, that Owner shall not “frame” the Contractor web pages inside the Owner web site. Contractor also hereby grants to Owner a non-exclusive right and license to use the WELLS FARGO “red box” logo (“the Logo”) on the Owner Internet web site located at www.nmsu.edu/~idsvs/ for the exclusive purpose of linking from www.nmsu.edu/~idsvs/ to www.wellsfargo.com. Owner 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 Contractor and that any and all uses by Owner of the Logo shall inure to the benefit of Contractor.
- C. Owner acknowledges that Contractor may terminate the above right to link and the right to use the Logo if the content or structure of the Owner web pages and/or web site changes unless within ten (10) calendar days after receiving written notice of termination from Contractor, Owner removes the materials to which Contractor objects or revises the Owner web pages and/or site to return to the original format or a format that is acceptable to Contractor. If the above right to link and use the Logo is terminated, Owner agrees to remove the link from the Owner web page to the Contractor web page and cease all use of the Logo within ten (10) calendar days of receiving notice.
- D. Owner agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to Owner by Contractor. Owner agrees that all products and/or services offered by Owner 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. Contractor may monitor the Owner use of the Logo on the Owner web site. Owner agrees that any Owner web page featuring banking information must be accompanied by required banking disclosures, including, but not limited to “Wells Fargo Bank, N.A., Member FDIC.” Owner shall deliver all web pages that reference Contractor and/or contain the Logo to Contractor prior to publication for Bank’s consent.
- E. 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 Owner, are non-transferable by Owner, do not convey any sublicensing rights to Owner, and shall not inure to the benefit of any successor in interest of Owner. This license to use Logo shall be binding upon and inure to the benefit of Contractor’s successors and assigns. All rights not specifically granted or licensed to Owner are reserved to Contractor.

SECTION 36 **STUDENT LOAN REPRESENTATION AND WARRANTY**

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

SECTION 37

TITLE IV REPRESENTATION AND WARRANTY

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

OWNER:

THE REGENTS OF NEW MEXICO STATE
UNIVERSITY

By: 

Name: ^{for} Angela Throneberry

Title: Senior Vice President for
Administration and Finance

Date: 5/2/2014

CONTRACTOR:

WELLS FARGO BANK, N.A.

By: 

Name: Yolanda Garcia

Title: South Western New Mexico Area President

Date: 4/22/14

**AMENDMENT TO
NEW MEXICO STATE UNIVERSITY/WELLS FARGO BANK, N.A.
CAMPUS ID CARD AGREEMENT**

This Amendment to New Mexico State University /Wells Fargo Bank, N.A. Campus ID Card Agreement (herein the "Amendment") is dated as of this ___ day of August, 2016 by and between New Mexico State University (herein "University") and Wells Fargo Bank, National Association (herein "Bank").

WHEREAS, University and Bank entered into that certain Campus ID Card Agreement dated April 21, 2014, as may have been amended from time to time (the "Agreement").

WHEREAS, University and Bank 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 Bank hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. **Aggie ID Card Bank Account.** Section 6.d. of the Agreement is hereby deleted in its entirety and replaced with the following:
 - d. Enrolled students may choose the Wells Fargo Everyday Checking account, or other product offered by Bank, to which an Aggie ID Card may be linked. Faculty and staff may select any checking account or package for which they may be eligible to which an Aggie ID Card may be linked.
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 Aggie ID Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. In addition, University will provide Bank or its duly authorized representatives with reasonable access to University's records for the purpose of enabling Bank to confirm University's compliance with the terms of this Agreement. All such records may be audited by Bank or its designated representative(s) at any time during University's regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide University or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling University to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by the University or its designated representative(s) at any time during Bank's regular working hours upon reasonable notice. Each party may require persons obtaining access to its records under this Section 22, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 24.
4. **Termination.** A new paragraph is hereby added to Section 20 (Commencement and Termination); such new paragraph shall appear prior to the current final paragraph in this Section 20 and is as follows:

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 Aggie ID Card Bank Accounts and Bank and University are not able to reach an agreement as to how to resolve such complaints; or (ii) University determines, based on its reasonable due diligence, that the fees imposed by Bank on Aggie ID Card Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial accounts, and such determination by University is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.

5. 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.

6. 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.

7. 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.

REGENTS OF NEW MEXICO STATE UNIVERSITY

WELLS FARGO BANK, N.A.

By: D'Anne Stuart

By: Lisa Riley

Name: D'Anne Stuart for

ANGELA THROCKMORTON
Senior Vice President

Name: LISA Riley

Title: _____

Title: Regional President

**THIRD AMENDMENT TO
NEW MEXICO STATE UNIVERSITY/WELLS FARGO BANK, N.A.
CAMPUS ID CARD AGREEMENT**

This Third Amendment to New Mexico State University/Wells Fargo Bank, N.A. Campus ID Card Agreement (herein the "Amendment") is dated as of this 1st day of February, 2019 by and between New Mexico State University (herein "University") and Wells Fargo Bank, National Association (herein "Bank").

WHEREAS, University and Bank entered into that certain Campus ID Card Agreement dated April 21, 2014, as may have been amended from time to time (the "Agreement").

WHEREAS, University and Bank have agreed to amend the Agreement to further extend the Term of the Agreement.


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

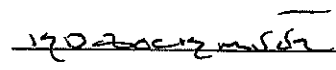
1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. Extension of Term. In accordance with Section 20 of the Agreement, University and Bank are exercising their option to renew the Agreement for an additional one-year Term, commencing on May 10, 2019 and terminating on May 9, 2020.
3. 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.
4. 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.
5. 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, University and Bank have caused this Amendment to be executed by their respective authorized officers as of the date first written above.

NEW MEXICO STATE UNIVERSITY

WELLS FARGO BANK, N.A.

By: 
Name: Andrew J. Burke
Title: Senior Vice President

By: 
Name: Dr. David Hochmuth
Title: Regional Bank President
New Mexico

**FOURTH AMENDMENT TO
NEW MEXICO STATE UNIVERSITY/WELLS FARGO BANK, N.A.
CAMPUS ID CARD AGREEMENT**

This Fourth Amendment to New Mexico State University/Wells Fargo Bank, N.A. Campus ID Card Agreement (herein the "Amendment") is dated as of this 23rd day of April, 2020 by and between New Mexico State University (herein "University") and Wells Fargo Bank, National Association (herein "Bank").

WHEREAS, University and Bank entered into that certain Campus ID Card Agreement dated April 21, 2014, as may have been amended from time to time (the "Agreement").

WHEREAS, University and Bank have agreed to extend the term of the Agreement, as more particularly set forth herein.

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

1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. Extension of Term. Pursuant to Section 20 of the Agreement, University and Bank are exercising their option to renew the Agreement for an additional one-year Term, commencing on May 10, 2020 and terminating on May 9, 2021.
3. 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.
4. 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.
5. 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, University and Bank have caused this Amendment to be executed by their respective authorized officers as of the date first written above.

NEW MEXICO STATE UNIVERSITY

Andrew J Burke
Andrew J Burke (May 13, 2020)

Title: Senior VP for Admin and Finance

WELLS FARGO BANK, N.A.

David Hockmuth
David Hockmuth (May 7, 2020)

Title: Vice President

**FIFTH AMENDMENT TO
NEW MEXICO STATE UNIVERSITY/WELLS FARGO BANK, N.A.
CAMPUS ID CARD AGREEMENT**

This Fifth Amendment to New Mexico State University/Wells Fargo Bank, N.A. Campus ID Card Agreement (herein the “Amendment”) is effective as of the last signature below by and between New Mexico State University (herein “University”) and Wells Fargo Bank, National Association (herein “Bank”).

WHEREAS, University and Bank entered into that certain Campus ID Card Agreement dated April 21, 2014, as may have been amended from time to time (the “Agreement”).

WHEREAS, University and Bank have agreed to extend the term of the Agreement, as more particularly set forth herein.

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

1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement will be used herein as so defined, except as otherwise provided herein.
2. Extension of Term. The parties have mutually agreed to extend the current program and to renew the Agreement for an additional two-year Term for a total contract term of 10 years, commencing on May 9, 2021 and terminating on May 9, 2023.
3. Exclusivity. In the final sentence in Section 23 the phrase, “Eligible University Community Members” is deleted and replaced with “Owner students”. The following sentence will be inserted at the end of Section 23: “Nothing in this Section is intended to, nor does, prohibit University from entering into agreements with other providers of financial services for naming rights of facilities on campus, sponsorship of University events, or advertising on material intended for the general public such as tickets to University events.”
4. Continued Effect. Except to the extent amended hereby, all provisions and conditions of the Agreement will continue in full force and effect and the Agreement will remain enforceable and binding in accordance with its terms.
5. Counterparts. This Amendment may be executed in any number of counterparts, all of which when taken together will constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.
6. Successors and Assigns. This Amendment will be binding upon, and will inure to the benefit of, the parties hereto and their respective successors and assigns.

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

[Signature Page to Follow]

REGENTS OF NEW MEXICO STATE UNIVERSITY

WELLS FARGO BANK, N.A.

By: Andrew Burke Digitally signed by Andrew Burke
Date: 2021.05.18 16:31:40 -06'00'

By: David Hockmuth Digitally signed by David Hockmuth
Date: 2021.05.26 13:28 -05'00'

Name: Andrew J. Burke

Name: David Hockmuth

Title: Senior VP for Administration and Finance

Title: Region Bank President

Date: _____

Date: 5/26/21