

MEAN GREEN CARD AGREEMENT

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This Agreement is entered into this 4 day of April/2003 (the "Effective Date") by and between Wells Fargo Bank Texas, N. A. ("Wells Fargo") and the University of North Texas ("University").

RECITALS

WHEREAS, the University desires Wells Fargo to provide or arrange for certain services in connection with the issuance of co-branded student identification and debit cards ("Cards") to certain persons approved by the University; and

WHEREAS, Wells Fargo desires to provide or arrange for such services pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the parties agree as follows:

1. **Scope.** The program provided for in this Agreement ("Mean Green Program") will permit the issuance of Cards to eligible University students, administration, faculty, retirees and employees. If the persons to whom Cards have been issued ("Cardholders") establish Wells Fargo checking accounts ("Accounts"), they may have the debit feature of the Card activated by presenting it at any Wells Fargo store in Denton, Texas and requesting it to be activated. The Cardholders will be subject to the same eligibility requirements as are applicable to other Wells Fargo customers.

2. **Establishment.** Wells Fargo will make available to University students, administration, faculty, retirees and employees the applications necessary for the establishment of the Accounts. The University is responsible for providing to Wells Fargo the University's ISO number and unique card identification number embedded on each individual card in the magnetic stripe and printed on the face of each card issued by the University. The Accounts shall be subject to same terms and conditions, including fees, as are generally applicable to such Accounts offered by Wells Fargo from time to time.

3. **Exclusivity.** It is expressly understood and agreed that this Agreement grants to Wells Fargo an exclusive right to provide the Mean Green Program covered by this Agreement to the University and that the University will not enter into any similar arrangement with any other entity during the duration of this Agreement.

4. **Support Services for Wells Fargo.** The University understands that some affiliates of Wells Fargo and other third party service providers may provide support services in connection with the services to be provided by Wells Fargo under this Agreement. The University agrees to and authorizes the performance of such support services by such affiliates of Wells Fargo and third party service providers.

5. **Marketing.** Wells Fargo shall fully cooperate and shall work in conjunction with the University to promote the Mean Green Program through various marketing efforts. Both Wells Fargo and the University shall approve the content, timing, and use of all promotional initiatives and advertising materials related to the services contemplated under this Agreement. In cooperation with Wells Fargo, the University will promote services provided under this Agreement to students, administration, faculty, retirees and employees through various distribution networks available to the University. The University will provide Wells Fargo with the opportunity to include inserts funded by Wells Fargo in University mailings to University Cardholders and new incoming University students, specifically a CD-ROM communicating the Mean Green Program and Wells Fargo financial services. All other mailings shall be mutually agreed on and where appropriate approved by the applicable University department and Wells Fargo. In addition, the University will communicate during orientation the Mean Green Program to all parents/guardians and students. The Mean Green Program will be communicated as the students are issued their identification card. As mutually agreed, Wells Fargo will actively participate in student orientations by inclusion in video presentations and University website links and the presence of Wells Fargo representatives at the orientations. The University agrees to cooperate with Wells Fargo exclusively in the expansion of financial services available to current and future Cardholders unless otherwise agreed between parties.

6. **Card Design.** The design of the Cards will be determined jointly by the University and Wells Fargo except that the placement of any logos or other ATM network symbols that are required to be placed on such Cards by the rules of the applicable network will be within Wells Fargo's sole discretion.

7. **Trademark Licenses.** The University hereby grants Wells Fargo a limited non-exclusive license to use the University trademarks identified on Exhibit B ("University Trademarks") solely in conjunction with the Mean Green Program and the financial services offered through the Mean Green Program, including the promotion thereof.

The University represents to Wells Fargo as of the date hereof and through the term of this Agreement that it has the right and power to license the University Trademarks to Wells Fargo for use as contemplated by this Agreement. The University shall, to the extent allowed by law, protect and hold harmless Wells Fargo, its directors, officers, agents, employees, affiliates, successors and assigns from and against all liability, causes of actions, and claims, and will reimburse any such persons reasonable and actual costs in connection therewith, arising from the University Trademark license granted herein or from any such person's use of the University Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any University Trademarks insofar as Texas law allows.

Upon termination or expiration of this Agreement, the license granted by the University shall terminate automatically and Wells Fargo shall refrain from further use of or reference to the University Trademarks. Wells Fargo shall submit for prior University approval all "copy", pictures, logos, trademarks, insignias and other material as may be required, requested, and/or necessary to be incorporated with and/or to be used in conjunction with the University Trademarks.

Wells Fargo hereby grants to the University a limited non-exclusive license to use the Wells Fargo trademarks identified on Exhibit C ("Wells Fargo Trademarks") solely in conjunction with the Mean Green Program and the financial services offered through the Mean Green Program, including the promotion thereof. The University agrees that nothing herein shall give to it any right, title or interest in the Wells Fargo Trademarks (except the right to use the Wells Fargo Trademarks in accordance with the terms of this Agreement), that the Wells Fargo Trademarks are the sole property of Wells Fargo and that any and all uses by the University of the Wells Fargo Trademarks shall inure to the benefit of Wells Fargo.

Wells Fargo represents and warrants to the University as of the date hereof and through the term of this Agreement that it has the right and power to license the Wells Fargo Trademarks to the University for the use contemplated by this Agreement. Wells Fargo shall protect and hold harmless the University, its directors, officers, agents, employees, affiliates, successors and assigns from and against all liability, causes of actions, and claims, and will reimburse any such persons reasonable and actual costs in connection therewith, arising from the Wells Fargo Trademark license granted herein or from any such person's use of the Wells Fargo Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Wells Fargo Trademarks insofar as Texas law allows.

Upon termination or expiration of this Agreement, the license granted by Wells Fargo shall terminate automatically and the University shall refrain from further use of or reference to the Wells Fargo Trademarks. The University agrees that it will not use any Wells Fargo "box" logo design except the camera-ready Wells Fargo "box" logo design provided to the University by Wells Fargo. The University agrees that all the products and services provided by the University under the Mean Green Program shall be of a nature and quality commensurate with the nature and quality of the University's current Mean Green Program. The University shall deliver all marketing materials and Internet web pages including, but not limited to, the Mean Green Program card, brochures and flyers, that include any Wells Fargo Trademark to Wells Fargo prior to publication for Wells Fargo's prior written consent, such consent not to be unreasonably withheld.

This Agreement and any and all rights granted hereunder are personal in nature to the University and shall not inure to the benefit of any successor in interest of the University. This Agreement and any and all rights granted hereunder are non-transferable by the University and do not convey any sublicensing rights to the University, except that the University may grant a sublicense to use any of the Wells Fargo Trademarks to the company or person who will produce the Mean Green Program card or any of the Mean Green Program marketing materials. This Agreement shall be binding upon and inure to the benefit of Wells Fargo's successors and assigns. All rights not specifically granted or licensed to the University are reserved to Wells Fargo.

8. **Payments and Revenue Sharing.** Payments will be made under this Agreement as set forth in Exhibit "A" attached hereto and incorporated by reference herein.

9. **Expenses.** Unless otherwise provided in this Agreement, any costs, expenses or other charges incurred by either party shall be borne by the party incurring such cost, expense or charge.

10. **Term and Termination.** The initial term of this Agreement is for a term of five (5) years, commencing on April 4, 2003 and terminating five (5) years thereafter, so long as Wells Fargo continues to provide financial services as described in this Agreement. Notwithstanding the foregoing, either party may terminate this Agreement (i) upon sixty (60) days' notice prior to the end of the initial term or any renewal term, or (ii) upon the default of the other party.

A party will be considered in default if:

(a) it fails to comply with any material term of this Agreement after having received notice thereof and having failed to cure within thirty (30) days;

(b) it represents any fact in connection with this Agreement which proves to be materially incorrect or misleading.

(c) any petition of bankruptcy or the entry of an order appointing a receiver, custodian or liquidator is filed by or against the party; or

(d) it fails to make any payment required by this Agreement within the time period set forth or within a reasonable period of time if no specific date for payment is required.

In addition to the foregoing, Wells Fargo or the University shall have the right to terminate this Agreement at any time if: (i) the operation of the Mean Green Program has or threatens to have a material adverse financial impact on Wells Fargo or the University due to the use of one or more of the Cards in a fraudulent manner or in a way which does not permit Wells Fargo or the University to recover funds from the user(s) of the Card(s); or (ii) Wells Fargo is notified by a regulatory agency that any aspect of the Mean Green Program does not comply with any applicable law, regulation, rule or policy applicable to Wells Fargo or the University. In the event of termination of this Agreement, Wells Fargo shall not be responsible for replacing the Cards with a Wells Fargo card until the expiration date of those Cards.

11. **Renewal Option.** Provided neither party is in default under the terms and conditions of this Agreement, Wells Fargo and University shall have the right and option to renew and extend the initial term of this Agreement for one (1) additional five (5) year term commencing with the expiration of the initial term and so long as Wells Fargo continues to provide financial services as described in this Agreement, by Wells Fargo giving written notice to that effect to University not later than sixty (60) working days prior to the expiration of the initial term and subsequent renewal terms thereafter.

12. **Confidentiality.** Except as otherwise provided by law, the University agrees to keep confidential and cause its officers, directors, employees and agents to keep confidential any and all information with respect to: (i) all marketing strategies for the Mean Green Program; (ii) the

terms of this Agreement; (iii) information obtained from Wells Fargo or Wells Fargo's affiliates concerning their respective assets, properties and business; (iv) information on any applications for the Cards or Accounts; and (v) the status of any Account established under this Agreement. Both parties agree that any press releases or other public announcements with respect to the Agreement or the program to be offered hereunder will be subject to the prior consent of both parties. This Section 12 shall survive any termination of the Agreement.

With respect to "nonpublic personal information" about the "customers" and "consumers" (as those terms are defined in Title V of the Gramm-Leach-Bliley Act and the privacy regulations adopted thereunder) of Wells Fargo and any affiliate of Wells Fargo, the University agrees that such nonpublic personal information shall be considered Confidential Information and further agrees as follow:

- (i) Except as may be reasonably required by law or legal process, it will not disclose any such nonpublic personal information to any third party;
- (ii) It will not use any such nonpublic personal information other than to carry out the purposes for which it was disclosed unless such other use is (a) expressly permitted by a written agreement executed by Wells Fargo, or (b) required by law or legal process;
- (iii) It will take all reasonable measures, including, without limitation such measures as it takes to safeguard its own confidential information, to ensure the security of all such nonpublic personal information, to protect anticipated threats or hazards to the security or integrity of such nonpublic personal information and to protect against unauthorized access to or use of such nonpublic personal information.

13. **Standard of Care.** Wells Fargo agrees to perform its services with that standard of care, skill, expertise, and diligence normally provided by a professional organization in the performance of similar services. It is understood that Wells Fargo may be required to perform the services based, in part, on information furnished by the University and Wells Fargo shall be entitled to rely on such information.

14. **Reports.** Wells Fargo shall provide such interim written reports as reasonably requested concerning the performance of services under this Agreement as University may request in writing.

15. **Non-Discrimination.** During the term of this Agreement, Wells Fargo shall not discriminate unlawfully against any employee or applicant for employment. Wells Fargo agrees that the evaluation and treatment of employees and applicants for employment as related to this Agreement are free from discrimination on the basis of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex.

16. **Liability.** Wells Fargo does not guarantee the absence of mechanical break-downs, system failures, unavoidable delays or other similar occurrences beyond its reasonable control, and Wells Fargo will have no liability for loss, liability, cost, damage or expense resulting directly or indirectly from any such cause.

17. **Representations.** (a) The University represents that (i) this Agreement constitutes a valid, binding and enforceable agreement of the University; (ii) the execution of this Agreement

and the performance of the obligations under this Agreement have been authorized by the University and any entity in control of the University and the same do not constitute a breach of any agreement to which the University is a party; (iii) the execution of this Agreement and the performance of the University's obligations under this Agreement will not cause a breach by it of any duty arising in law or equity; and (iv) the University possesses the financial capacity to perform all of its obligations under this Agreement.

(b) Wells Fargo represents that (i) this Agreement constitutes a valid, binding and enforceable agreement of Wells Fargo; (ii) the execution of this Agreement and the performance of the obligations under this Agreement have been authorized by Wells Fargo and any entity in control of Wells Fargo and the same do not constitute a breach of any agreement to which Wells Fargo is a party; (iii) the execution of this Agreement and the performance of Wells Fargo's obligations under this Agreement will not cause a breach by it of any duty arising in law or equity; (iv) Wells Fargo possesses the financial capacity to perform all of its obligations under this Agreement; and (v) Wells Fargo will comply with all applicable statutes and regulations as they relate to the Mean Green Program and the Accounts.

18. **Insurance.** Wells Fargo agrees to maintain insurance at all times relevant to this Agreement, in a form and in limits acceptable to the University, as indicated below:

(a) Comprehensive General Liability Insurance subject to \$1,000,000/2,000,000 limits.

(b) Property Damage Liability Insurance in the amount of \$1,000,000/2,000,000.

19. **Notices.** Any notice required or permitted under this Agreement shall be given in writing and shall be effective: (i) when delivered personally; (ii) when transmitted by facsimile; or (iii) upon deposit in the United States mail, first-class postage prepaid, and in each case may be given to the party at the following addresses:

Wells Fargo Bank Texas, N. A.
Attn: Scott Wallace
Senior Vice President

Market Manager

Denton, Collin and North Dallas Counties

101 South Locust Street

Denton, TX 76201

University of North Texas
Attn: Phillip C. Diebel

Vice President for Finance & Business
Affairs

Corner of Chestnut and Avenue C

Administration Building 213

P.O. Box 310500

Denton, TX 76203-0500

20. **Books & Records.** Wells Fargo agrees to cooperate fully with the University in connection with the University's audit functions. The University agrees to reimburse Wells Fargo for its reasonable expenses incurred in connections with any such cooperation. Wells Fargo shall not, however, have any responsibility for providing audit services or for auditing the University's activities.

21. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency or other association or relationship between Wells Fargo and the University. To the extent that either party undertakes or performs

any duty for itself or for the other party, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent of the other party.

22. **Assignment.** Neither party may assign this Agreement without the express written consent of the other party, unless the assignment is made to an affiliate of the assigning party.

23. **Applicable Law.** This Agreement is made under and shall be interpreted according to Texas law.

24. **Severability.** The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

25. **No Waiver.** The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such party's right to enforce such provision or any other term of the Agreement at any time.

26. **Entire Agreement; Amendment.** This Agreement, including the Exhibits and documents incorporated by reference herein, sets forth the entire understanding between the parties to this Agreement, with respect to the subject matter of this Agreement and supersedes any other negotiations, or agreements, written or oral, with respect to the subject matter hereof. This Agreement may be amended to add such provisions as shall be agreed upon by the parties. No amendments or modifications to the terms and conditions of this Agreement, or its attachments, shall be effective without the written consent and approval of all of the parties.

27. **Alternative Dispute Resolution.** Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, the parties must use the statutory dispute resolution process to attempt to resolve disputes arising under this Agreement.

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

UNIVERSITY OF NORTH TEXAS
Phil Diebel

Authorized Signature

WELLS FARGO BANK TEXAS, N. A.
Scott Wallace

Authorized Signature

Phil Diebel

Printed Name
VP Finance & Business Affairs

Title
April 4, 2003

Date

Scott Wallace

Printed Name
SVP District Manager

Title
April 4, 2003

Date

Exhibit "A"

Consumable Co-branded Card Stock Reimbursement

- Wells Fargo shall reimburse the University for its expense up to \$1.70 per card for (i) re-carding the entire student population; (ii) new cards for all new freshman, transfer and graduate students; and (iii) all replacement cards issued for damaged/lost/stolen cards.
- The University will share equally with Wells Fargo the customary fee the University charges students for the replacement of lost/stolen cards.
- Wells Fargo will pay up to \$1.70 per card for re-carding existing Cardholders and for all new incoming University administration, faculty and employees.
- Wells Fargo will submit payment to the University within thirty (30) days of receipt of an invoice from the University accompanied by the required supporting documentation. Wells Fargo's share of the student fee for lost/stolen cards shall be reflected on the University's invoice as a deduction from reimbursements due to the University.

Payments to the University

Guaranteed Annual Payment

- Wells Fargo shall provide a guaranteed annual payment of \$15,000 to the University for its support and participation in the Mean Green Program.
- Wells Fargo will make the first guaranteed annual payment to the University in January of the year following the date of implementation of the Mean Green Program and subsequent payments shall be made in January of each following year during the term of this Agreement.

Bonus

- In addition to the guaranteed payment, Wells Fargo shall pay an annual bonus to the University of \$1.00 per Account each year the total net number of active Cards issued in conjunction with the Accounts exceeds 15,000 in accordance with the following terms and conditions;
 - 1) All Accounts must be more than 90 days old, active and in good standing.
 - 2) The 15,000 Account requirement must be met each year in order for the annual bonus to be paid.
 - 3) The Accounts considered for payment must be owned by an enrolled University student at the time invoicing is presented.
 - 4) Wells Fargo will utilize a discrete product identification for the Accounts.
- Wells Fargo will pay the bonus to the University in the fall or spring semester after the above requirements for its payment have been met. Thereafter, the University will invoice Wells Fargo for the bonus on the anniversary date of the previous year's bonus

invoice. The bonus payment will be made to the University within forty-five (45) days after the required documentation relating to enrollment and active student data has been received and matched with the Wells Fargo discrete product identification account holder files.

Exhibit "B"

University Trademarks.



UNIVERSITY *of*
NORTH TEXAS

Exhibit "C"

Wells Fargo Trademarks.



WELLS FARGO®