

ADDENDUM TO MEAN GREEN CARD AGREEMENT

This Addendum, entered into effective May 31, 2006, by and between Wells Fargo Bank, N.A. ("Wells Fargo") and the University of North Texas ("University"), amends the Mean Green Card Agreement by and between Wells Fargo (f/k/a Wells Fargo Bank Texas, N.A.) and University dated April 4, 2003. Unless otherwise defined in this Addendum, all capitalized terms defined in the Mean Green Card Agreement will have the same meaning when used in this Addendum.

1. Mean Green Visa Campus Card Program.

1.01 The Mean Green Program is hereby amended and modified to offer a co-branded Visa® Check Card ("Visa Campus Card" or "Mean Green Card") to University students, administration, faculty, retirees, and employees ("Eligible University Community Members"). The Visa Campus Card will provide VISA check card functionality which includes ATM, PIN-based debit, and offline debit purchases. Once the Visa Campus Card is implemented, University will stop issuing the ATM/PIN-based debit Cards. Eligible Community Members who currently have a ATM/PIN-based Card may continue to use it as long as it is linked to a Wells Fargo account. Each Eligible Community Member will have a choice between a standard ID Card without access to a Wells Fargo checking account or the new Mean Green Card.

2. Mean Green Card Bank Account.

2.01 During the term of the Agreement, Wells Fargo will provide a checking account linked to the Mean Green Card ("Mean Green Card Bank Account") for Mean Green Card holders who have requested such an account and who meet Wells Fargo's usual checking account opening underwriting and other requirements. Nothing herein prohibits Wells Fargo from closing any Mean Green Card Bank Account in accordance with standard deposit account procedures. Eligible University Community Members may choose from a variety of checking accounts offered by Wells Fargo. A "linked" checking account is defined as a Wells Fargo checking account which has a Mean Green Card linked to it within Wells Fargo's system. For the purpose of this Agreement, "Visa Campus Card" is synonymous with "linked Mean Green Card."

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

2.03 Only one checking account per Mean Green Card holder shall be considered to be a Mean Green Card Bank Account.

2.04 Enrolled students may choose the *Wells Fargo College Checking*® account, which has no monthly service fee and no minimum balance requirement or comparable product offered from time to time by Wells Fargo. Faculty and staff may choose the *Wells Fargo Membership*® Checking account, which has no monthly service fee and minimum balance

requirement provided that the account receives an eligible direct payroll deposit of at least \$100 per statement cycle or comparable product offered from time to time by Wells Fargo.

2.05 Mean Green 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 Wells Fargo's other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 2 of this Addendum.

2.06 The Mean Green Card can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS transactions, PIN-based purchases at merchants where Interlink cards are accepted, or off-line point-of-sale purchases at merchants where VISA cards are accepted) to a Wells Fargo checking account.

2.07 Wells Fargo may provide at its own expense an informational web page, maintained by Wells Fargo on its website, with a customized URL residing on the University website, dedicated to the Mean Green Card and the Mean Green Card holders, using a design and functionality subject to the approval of the University, which approval shall not unreasonably be withheld or unduly delayed. Wells Fargo shall be excused from its failure to perform any obligation under this subsection and shall not be responsible for any delay in such performance, to the extent that such failure or delay is due to the failure of University to provide any required approval. The website shall provide information as mutually agreed by University and Wells Fargo, which may include the following features:

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

2.08 University acknowledges that Wells Fargo reviews and revises the terms, conditions, and pricing generally applicable to its deposit accounts from time to time, and agrees that nothing in the Agreement prohibits Wells Fargo from making the same changes to the Mean Green Card Bank Accounts that it makes generally to its non-Mean Green Card Bank Accounts.

2.09 Through the term of the Agreement, Wells Fargo will provide enrolled students who have a Visa Campus Card linked to a Mean Green Card Bank Account free online Wells Fargo® bill pay service provided that the Mean Green Card Bank Account is signed up for online account statements. Free online Wells Fargo® bill pay service will be provided for as long as the student is enrolled, maintains online statement delivery and has a Visa Campus Card linked to a Mean Green Card Bank Account.

2.10 Upon notice from University to Wells Fargo that a Mean Green Card/Mean Green Card Bank Account holder is no longer an Eligible University Community Member because that individual is no longer affiliated with the University, Wells Fargo will terminate the "link" to deactivate that Mean Green Card and may issue such other Visa or PIN-based debit card to

which the account holder may otherwise be entitled under applicable Wells Fargo terms and conditions.

3. New Mean Green Card Design and Specifications.

3.01 The Mean Green Card version that can be linked to a Mean Green Card Bank Account shall conform to the following specifications. The front side of the Mean Green Card shall include the University Mark and design mutually selected by the parties to differentiate the new card from previous Cards and other CR80 size cards.

- (a) The front side shall have these minimum requirements:
 - (i) an electronically stored photo of the Mean Green Card holder;
 - (ii) the student/employee ID number;
 - (iii) the Mean Green Card holder's first and last name;
 - (iv) Wells Fargo logo;
 - (v) embossed 16-digit ISO number;
 - (vi) the Visa brand and flying dove hologram; and
 - (vii) embossed expiration date.

- (b) The reverse side of the new Visa Campus Card shall have these minimum requirements:
 - (i) a magnetic three-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two with University ID number provided by University;
 - (ii) the selected Bank Mark (as defined above) or other identification of Wells Fargo;
 - (iii) the appropriate ATM network "bugs";
 - (iv) the appropriate Debit Point-of-Sale network "bugs";
 - (v) Card Verification Value 2 (CVV2);
 - (vi) a space for cardholder signature; and
 - (vii) instructions for reporting lost, stolen, or found cards.

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

3.03 University shall be responsible for any design costs associated with the new Mean Green Card. University and Wells Fargo shall cooperate to create a mutually agreed upon Mean Green Card design. Notwithstanding anything in this Addendum to the contrary, any provision contained in this Addendum regarding the design and/or specifications of the Mean Green Card shall be subject to any applicable card association rules and regulations (such as, without limitation, Visa and/or MasterCard) and subject to any other applicable law, rules or orders. No additional marks or logos shall be placed on the Mean Green Card without prior approval from both parties.

4. Data Transmission for Photos and Other Data.

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

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

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

4.04 The photo that will be on the Visa Campus Card will be a 1 x 1 inch personalized image. Photos and digitized images submitted for Visa Campus Cards must meet all Visa requirements governing plastics and the use of photos. In addition, the photos must meet the following requirements:

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

4.05 Wells Fargo and University agree to the following data requirements:

- (i) Social Security Number will not be used as the student/employee ID to uniquely identify an Eligible University Community Member;
- (ii) The photos transmitted from the University to Wells Fargo must be 240 DPI. Photos will be transmitted to Bank as the binary data type;

- (iii) Character or numeric data will be transmitted to Wells Fargo as either EBCDIC or ASCII data types;
- (iv) Per Visa operating guidelines, University cannot use the full 16-digit ISO number to identify an Eligible University Community Member within its systems. University can use a truncated number, digits 8 – 14, which will be unique to each Visa Campus Card; and
- (v) University agrees to participate in file transmission testing with Wells Fargo at least eight (8) weeks prior to first card issuance date.

5. Wells Fargo Campus Check Card Transmission Files Overview

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

- (a) **Daily Status/Action File**
This file is transmitted from Wells Fargo to the University on a daily basis. The purpose of this file is to inform the University when an Eligible University Community Member requests a Visa Campus Card or if the status of the card changes.
- (b) **Daily University File**
This file is transmitted from the University to Wells Fargo on a daily basis with the information needed to produce the Visa Campus Card for the Eligible University Community Member. This file includes the photo and access ID. University agrees to provide this file within 48 hours (excluding weekends) of the original request (Daily Status/Action File) from Wells Fargo. This Service Level Agreement (SLA) is necessary to enable Wells Fargo to meet its SLA to the Eligible University Community Member and provide the Visa Campus Card within 7 to 10 days of the Eligible University Community Member request.
- (c) **Affiliation File**
This file is transmitted from the University, at its option, to Wells Fargo on a monthly basis to inform Wells Fargo of individuals who are no longer Eligible University Community Members because those individuals are no longer affiliated with the University.
- (d) **Updated Access ID File**
This file is transmitted from the University to Wells Fargo on an as-needed basis when the access ID needs to be updated on a Visa Campus Card. This action will cause a new card to be issued to the Mean Green Card Bank Account holder.

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

6. Reports.

6.01 Wells Fargo will provide University with a monthly report showing the number of active University Visa Campus Cards.

7. ISO Number Ownership.

7.01 At all times, Wells Fargo shall be deemed to own the ISO numbers associated with the Mean Green Cards issued pursuant to this Addendum. The ISO number will be licensed to Wells Fargo pursuant to Visa's Operating Regulations and will not be transferred to the University upon termination of the Agreement.

8. Term.

8.01 The term of the Agreement will remain the same as stated in the Agreement dated April 3, 2003.

9. Compliance with Applicable Law and Regulations.

9.01 The parties hereto agree to comply with all federal, state and local law to the extent that it is applicable to the performance of this Agreement including all laws and regulations related to the providers of the financial services offered by Wells Fargo and all laws and regulations related to the protection and security of any personal information gathered by Wells Fargo, such as the Gramm Leach Bliley Act.

9.02 For purposes of this Agreement, University will be considered the "issuer" of the standard Mean Green Card used as the University ID card. Wells Fargo will not be responsible to University or any Mean Green Card holder for any liability arising from University's "issuer" responsibilities.

9.03 Wells Fargo will be considered the "issuer" of the Visa Campus Card as it pertains to electronic funds transfers to or from any Card Bank Account and to the performance of any other financial transactions involving a Card Bank Account. Wells Fargo will be responsible to the Visa Campus Card holder for any unauthorized or erroneous transaction involving the Mean Green Card Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 205.1, et seq.), to the extent applicable. University will not be responsible to Wells Fargo or to any Visa Campus Card holder for any liability arising from Wells Fargo's issuer responsibilities or for losses to any Mean Green Card Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a Mean Green Card Bank Account caused by University.

9.04 In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other University disbursements into the Mean Green Card Bank Accounts, if any, University will comply with all applicable laws and regulations.

10. License to Establish Link to Wells Fargo Web Site.

10.01 University would like to use the Wells Fargo "red box" logo on the University Internet web site as a link to Bank's Internet web site at wellsfargo.com and has requested Wells Fargo's consent.

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

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

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

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

11. University Trademarks

11.01 Exhibit "B" as referenced in Section 7 of the Mean Green Card Agreement and as attached thereto is hereby deleted in its entirety. All "University Trademarks" to be used by

Wells Fargo in any manner in connection with the Mean Green Program shall comply with University policy, as amended. Wells Fargo agrees that it will not use any University Trademarks except as approved by University.

11.02 Wells Fargo agrees that nothing herein shall give to it any right, title, or interest in the University Trademarks (except the right to use University Trademarks in accordance with the terms of this Agreement), that University Trademarks are and shall remain the sole property of University, and that any and all uses by Wells Fargo of any University Trademark shall inure to the benefit of University.

12. Miscellaneous

12.01 Upon and after the date of execution of this Addendum to the Mean Green Card Agreement: (a) the "Agreement" shall consist of the original Agreement, together with all documents incorporated therein (excluding Exhibit B) and this Addendum, together with all documents incorporated herein; and (b) all references to the Agreement in those documents and any related document shall mean the Agreement as modified by this Addendum.

12.02 This Addendum modifies or amends the terms and conditions of the Mean Green Card Agreement. In the event there is a conflict between the terms and conditions of the Mean Green Card Agreement and this Addendum, this Addendum shall control. Any term or condition of the Mean Green Card Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the dates indicated below effective as of the date first written above.

UNIVERSITY OF NORTH TEXAS

By: *Phillip C. Diebel*
Phillip C. Diebel, Vice President
for Finance and Business Affairs

Date: 5/26/06

WELLS FARGO BANK, N.A.

By: *Scott Wallace*
Name: Scott Wallace
Title: Community Bank President

Date: 5/31/06