

CAMPUS ATM/PIN-BASED DEBIT CARD AGREEMENT

THIS AGREEMENT (herein "Agreement") is made and entered into by and between the Florida International University Board of Trustees (herein "University" or "FIU") and Wells Fargo Bank, National Association (herein "Bank"), referred to collectively hereinafter as the "parties."

WHEREAS, Bank and University have entered into an ATM License, of even date herewith (as may be amended from time to time, the "ATM License");

WHEREAS, Bank and University have entered into a License Agreement, of even date herewith (as may be amended from time to time, the "License Agreement") for the Licensed Premises (as such term is defined therein);

WHEREAS, any capitalized but undefined term used herein shall have the meaning assigned to it in the License Agreement;

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

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

WHEREAS, Bank seeks to establish new account relationships through its affiliation with FIU, including, but not limited to, offering eligible checking accounts to Eligible University Community Members with a linked FIU *OneCard* (each such checking account referred to herein as an "FIU OneCard Bank Account").

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

1. Term and Options to Extend. The term of this Agreement shall be effective and commence upon the Effective Date and shall be for a period of five (5) years, ending on the fifth anniversary of the Effective Date (the "Initial Term"). This Agreement may be renewed for one (1) additional term of five (5) years, subject to the mutual agreement of the parties (the "Renewal Term") ("Term" shall mean, collectively, the Initial Term and any Renewal Term(s), if any). FIU agrees to give Bank notice within one hundred twenty (120) days from the expiration of the Initial Term that it desires to renew the Agreement for the Renewal Term. A "Contract Year" shall mean the annual period beginning on the Effective Date of this Agreement and on each anniversary thereof.

2. Grant to Use University Name and Marks. FIU hereby grants Bank during the Term an 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 set forth on Exhibit "A" of this Agreement (collectively, the "University Marks") for the sole purpose of offering and promoting the financial products and services to Eligible University Community Members through the FIU *OneCard* program. All applications of the University Marks by Bank must conform to Exhibit "A," along with any specifications established by FIU, which specifications may be amended from time to time. Bank will make no other use of the University Marks or any other trademark or tradename owned by or associated with FIU without, in each case, FIU's prior explicit written consent. Bank shall deliver all FIU *OneCard* designs and all promotional and informational materials prepared by Bank that contain any University Mark to FIU prior to publication for FIU's prior written consent, which consent shall not be unreasonably withheld or unduly delayed. FIU also grants Bank authority to use published FIU *OneCard* marketing materials as examples for prospective Bank clients or within Bank 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.

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

FIU does not make, and hereby disclaims, any representations or warranties with respect to the University Marks, or with respect to whether the University Marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the University Marks or design as a tradename, trademark or mark. If there is any claim against FIU or Bank that the University Marks or any modifications thereof, as authorized by FIU, infringe the rights of another party, FIU will, at its own expense, defend Bank's right to use of the University Marks as authorized under this Agreement. In the event any such claim is resolved adversely to FIU or Bank, or in the event FIU 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, to the extent permitted by this Agreement and applicable law, FIU agrees to indemnify Bank

against any expenses Bank incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks, subject to the limitation of liability set forth in Section 19. FIU further agrees to indemnify Bank against all liabilities Bank incurs to third parties (including, without limitation damage awards obtained by such third parties against Bank), together with Bank's reasonable costs of defending against such liabilities (including reasonable attorney fees), arising from Bank's use of the University Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by FIU, Bank agrees to immediately discontinue the use of any University Marks where there has been a claim of infringement and the claim has been resolved adversely to FIU or Bank, or where FIU agrees to discontinue use of the marks in order to resolve the claim. FIU's indemnification obligations hereunder shall be subject to the limits of liability afforded to FIU by Section 768.28, Florida Statutes.

3. Grant to Use Bank Name and Marks. Bank hereby grants FIU during the Term a non-exclusive right and license to use the marks set forth on Exhibit "B" of this Agreement (collectively, the "Bank Marks") on all FIU *OneCards* linked to an FIU *OneCard* Bank Account and all promotional and informational materials prepared by FIU in connection with the FIU *OneCard* under this Agreement. FIU will make no other use of Bank Marks without Bank's prior written consent. FIU agrees that all products and/or services offered in connection with the FIU *OneCard* program shall be of a nature and quality commensurate with the nature and quality of the FIU *OneCard* program. FIU shall deliver all FIU *OneCard* designs and all promotional and informational materials prepared by FIU that contain any Bank Mark to Bank prior to publication for Bank's prior written consent.

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

Bank does not make, and hereby disclaims, any representations or warranties with respect to the Bank Marks, or with respect to whether such Bank Marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the Bank Marks or design as a tradename, trademark or service mark. If there is any claim against Bank or FIU that the Bank Marks or any modifications thereof, as authorized by Bank, infringe the rights of another party, Bank will, at its own expense, defend FIU's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or FIU, or in the event Bank agrees to discontinue its use of the marks in order to resolve any such claim, which it shall have the right to do in its sole discretion, then Bank agrees to indemnify FIU against any expenses FIU incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 19. Bank further agrees to indemnify FIU against all liabilities FIU incurs to third parties (including, without

limitation damage awards obtained by such third parties against FIU), together with FIU's reasonable costs of defending against such liabilities (including attorney fees), arising from FIU's use of the Bank Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by Bank, FIU agrees to immediately discontinue the use of any Bank Marks where there has been a claim of infringement and the claim has been resolved adversely to Bank or FIU, or where Bank agrees to discontinue use of the marks in order to resolve the claim.

Except as set forth in this section, any change by Bank in the specifications for any of Bank's Marks will apply only to FIU *OneCards* issued or reissued after notice of the change is given to FIU. FIU shall be permitted to issue FIU *OneCards* using stock that is already on order with the supplier as of the time Bank notifies FIU of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that FIU determines that such use is needed to permit its FIU *OneCard* program to continue without interruption. Notwithstanding any provision of the Agreement to the contrary, if Bank desires to make changes to the Bank Marks or to eliminate the Bank Marks on cards already issued, on order, or in stock with FIU, Bank shall pay all of FIU's costs related to such changes. FIU shall have no obligation to reissue FIU *OneCards* with new Bank Marks solely because Bank assigns this Agreement, merges with another institution, changes its name, or is purchased by another entity, or upon expiration or termination of this Agreement.

4. **Payments to University.** In consideration of the license and grant of rights from FIU given to Bank and more particularly described in this Agreement, Bank will make payments to FIU as follows:

a. **Initial Signing Bonus and Renewal Payments.**

(i) After execution of this Agreement, Bank will pay FIU \$150,000 within forty-five (45) days of Bank's receipt of an invoice from FIU (the "Initial Signing Bonus").

(ii) Thereafter, in the event the parties agree to a Renewal Term, Bank will make an annual payment to FIU equal to \$30,000 with each annual royalty payment in the Renewal Term (each, a "Renewal Payment"), for a total of five (5) annual Renewal Payments equal to \$150,000.

b. **Account Royalty Payment.**

Bank will pay FIU for each eligible FIU *OneCard* Bank Account linked to the FIU *OneCard* for the purpose of ATM/PIN-based debit functionality and owned by an Eligible University Community Member, as set forth below.

The number of FIU *OneCard* Bank Accounts, for purposes of the account royalty computation, will be determined by Bank, based upon the number of eligible FIU *OneCard* Bank Accounts that have a linked FIU *OneCard*. Bank will use discrete product and customer

identification and will only pay FIU for one linked FIU *OneCard* Bank Account per Eligible University Community Member. To be considered for payment, the FIU *OneCard* Bank Accounts must be in good standing, funded and owned by an Eligible University Community Member at the time annual computation is computed. Bank will determine computation in conjunction with FIU-provided total enrollment of Eligible University Community Members. The total number of Eligible University Community Members will represent the total student enrollment number for the academic school year as of February month-end of each year of the Term.

The annual account royalty payment shall be based on the number of eligible FIU *OneCard* Bank Accounts linked to FIU *OneCards* as a percentage of total student enrollments for the academic school year. Eligible checking accounts linked to an FIU *OneCard* held by faculty and staff will be included in the numerator of the percentage calculation but not the denominator. Accordingly, faculty and staff are not included in total student enrollment figure.

The annual account royalty payment will be calculated based on the following:

Weighted Campus Card Program*	
<i>Percentage of Student Enrollment with an FIU OneCard Bank Account</i>	<i>Annual Royalty Payment Based on FIU OneCard Bank Accounts</i>
0%-24.9%	\$125,000.00**
25%-34.9%	\$200,000.00
35%-49.9%	\$250,000.00
50%-54.9%	\$300,000.00
55%-64.9%	\$350,000.00
65%-74.9%	\$400,000.00
75%-84.9%	\$500,000.00
85%-100%	\$750,000.00

*Enrollment percentage based on estimated total enrollment of 58,711 students.

**Minimum payment.

Annual account royalty payments based on the number of FIU *OneCard* Bank Accounts will be calculated by Bank in April from the total enrollment of Eligible University Community Members as of the last week of February of the current academic year's Spring semester and provided by FIU to Bank by no later than March 31st. In the event the Agreement terminates with less than a 12-month period for calculation purposes, the final annual account royalty payment will be prorated accordingly.

c. **Annual Software Support Payment.** Bank will pay FIU \$30,000 annually during the Term of this Agreement towards the cost of the FIU *OneCard* issuance system and software support.

d. **Payment Timeframes.** Payments described in this Section 4 will be deemed paid upon receipt by FIU at the address indicated herein for receipt of notices pursuant to Section 28, and will be paid as follows:

- The Initial Signing Bonus will be paid after execution of this Agreement and within forty-five (45) days of Bank’s receipt of an invoice from FIU.

- Total enrollment (as of the last week of February in the current academic year’s Spring semester) to be provided to Bank by FIU in March 2023 for first account royalty payment calculation and in March in subsequent years of the Term. The first royalty payment based on penetration (see chart above) would be calculated in April 2023 using March month-end data, and paid to FIU within forty-five (45) days of receipt of an invoice from FIU along with the Annual Software Support payment. All payments to be made by Bank to FIU pursuant to Section 4 of this Agreement will be made according to the following Payment Schedule:

Payment Schedule*		
Initial Signing Bonus	\$150,000	Within 45 days of signed Agreement
Royalty Payment 1 for 2022-2023	\$125,000-\$750,000	June 2023
Royalty Payment 2 for 2023-2024	\$125,000-\$750,000	June 2024
Royalty Payment 3 for 2024-2025	\$125,000-\$750,000	June 2025
Royalty Payment 4 for 2025-2026	\$125,000-\$750,000	June 2026
Royalty Payment 5 for 2026-2027	\$125,000-\$750,000	June 2027
<i>\$150,000 if Agreement is renewed (paid \$30,000 each year of Renewal Term)**</i>		
Royalty Payment 6 for 2027-2028	\$30,000 + \$125,000-\$750,000	June 2028
Royalty Payment 7 for 2028-2029	\$30,000 + \$125,000-\$750,000	June 2029
Royalty Payment 8 for 2029-2030	\$30,000 + \$125,000-\$750,000	June 2030
Royalty Payment 9 for 2030-2031	\$30,000 + \$125,000-\$750,000	June 2031
Royalty Payment 10 for 2031-2032	\$30,000 + \$125,000-\$750,000	June 2032
Annual Software Support Payment	\$30,000	Paid annually with each Royalty Payment set forth above

*Exact Royalty Payment amounts will be based on penetration (see Weighted Campus Card Program chart above), and all payment timeframes listed in this Payment Schedule are estimated and subject to Bank first receiving an invoice from FIU.

**Renewal Payments require fully executed amendment renewing the Initial Term.

5. **FIU OneCard Bank Account.** During the Term, Bank will provide a checking account linked to the FIU OneCard for Cardholders (a “Cardholder” is hereinafter defined as an individual who has a valid and active FIU OneCard during the Term) who have requested such

an account and who meet Bank's usual checking account opening underwriting and other requirements, including without limitation a minimum opening deposit of \$25.00 by the Cardholder. Nothing herein prohibits Bank from closing any FIU *OneCard* Bank Account in accordance with standard deposit account procedures. A "linked" checking account is defined as an FIU *OneCard* Bank Account that has an FIU *OneCard* linked to it within the Bank's system for the purpose of ATM and PIN-based debit purchase functionality.

a. Some Cardholders may not be eligible for the FIU *OneCard* Bank Account due to prior negative banking history, or other account opening requirements as Bank may establish from time to time in accordance with applicable law or Bank policy.

b. Only one checking account per Cardholder will be considered to be an FIU *OneCard* Bank Account.

c. Enrolled students may choose the Wells Fargo *Everyday Checking* account or the *Clear Access Banking*SM account or comparable products offered from time to time by Bank to which an FIU *OneCard* may be linked. Faculty and staff may select any checking account or package for which they may be eligible and to which an FIU *OneCard* may be linked.

d. FIU *OneCard* Bank Accounts shall be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Bank's other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 5 of this Agreement.

e. The FIU *OneCard* may be linked as an access device (e.g., for ATM transactions or PIN-based purchases) to a Wells Fargo bank account.

f. FIU acknowledges that Bank reviews and revises the terms, conditions, and pricing generally applicable to its deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the FIU *OneCard* Bank Accounts that it makes generally to its non-FIU *OneCard* Bank Accounts.

6. FIU *OneCard* Bank Account Opening. The FIU *OneCard* Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided, however, that FIU shall have the right to determine where, on FIU's premises, such accounts may be opened. Bank will make its personnel available when agreed to by the parties, at dates, times and places to be agreed upon by the parties, for the purpose of accepting FIU *OneCard* Bank Account applications from Cardholders. Bank may accept deposits to FIU *OneCard* Bank Accounts anywhere and by any means permitted by law, including without limitation Bank's offices, mobile branches and messengers, and automated teller machines ("ATMs") or other electronic means of accepting deposits.

Bank shall be responsible for obtaining information from the Cardholder in connection with the FIU *OneCard* Bank Account opening. FIU shall not have authority or responsibility to open any accounts or accept any deposits on behalf of Bank.

Bank has the right to refuse to open an FIU *OneCard* Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the FIU *OneCard* 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 FIU *OneCard* Bank Account services during peak activity times, such as first year student orientations.

7. FIU *OneCard* Design and Specifications. The FIU *OneCard* that can be linked to an FIU *OneCard* Bank Account shall conform to the following specifications. The front side of the FIU *OneCard* will include the FIU Mark and design mutually selected by the parties to differentiate the other CR80 size cards. The front side shall have these minimum requirements:

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

The reverse side of the FIU *OneCard* shall have these minimum requirements:

- i. magnetic three-track strip encoded to conform with ISO 7812 and 7813 Standards, with the 16-digit ISO number encoded in track two,
- ii. Wells Fargo logo,
- iii. 16-digit ISO number printed on the card,
- iv. the appropriate ATM network "bugs" as follows:

Plus: 15mm wide X 8.25mm high

- v. Visa required language must appear near the Plus Mark and in at least 4-point Helvetica type font:
"ATM and purchase capability requires a linked deposit account." And,
- vi. Instructions for reporting lost or stolen cards.

The FIU *OneCard* shall include such design and functionality as is necessary to provide such FIU benefits as FIU may request, such as access pass to FIU facilities and FIU-provided financial services. From time to time, at the request of either party, the parties may discuss and, by mutual agreement, accept proposals to change the minimum requirements described herein,

including the number of and content encoded in the magnetic strips on the back side of the FIU *OneCard*, so long as such proposed changes do not unreasonably affect the design or functionality of the cards or decrease the benefit afforded to either party.

In the event of a desired card name change, it is FIU's responsibility to conduct a trademark/service mark search of the new campus card name (and logo if applicable). Bank will assist FIU at FIU's expense with an initial trademark/service mark search if requested by FIU. FIU agrees to indemnify and hold Bank harmless against all claims, liabilities and judgments Bank may incur to third parties in the event that the trademark/service mark search is not conducted or if such search indicates a possible trademark/service mark infringement and FIU elects to use the name or card design. Bank reserves the right, at its sole expense, to change card specifications from time to time based on new technology and in accordance with Bank's policies and procedures. FIU's indemnification obligations hereunder shall be subject to the limits of liability afforded to University by Section 768.28, Florida Statutes.

8. Issuance of New Cards. Eligible University Community Members will have the option to elect whether or not their FIU *OneCards* shall be linked to a Wells Fargo checking account and have capability for ATM/PIN-based debit functionality. In the event such capability is not elected, the FIU *OneCard* shall be limited to on-campus use only, without the capability to access Bank financial services. In order to provide access to new Cardholders, FIU will continue to cooperate with Bank to market the FIU *OneCard*. Bank and FIU will continue to work together through mutually agreed upon communication methods including, without limitation, communications that FIU will initiate such as email, campus newspaper, orientation, acceptance mailings, social media, etc. for the purposes of educating all Eligible University Community Members about the FIU *OneCard* program with optional PIN-based debit functionality and marketing the same.

FIU will continue, as needed, to furnish the card stock supplier information to Bank for verifying that the supplier's card product continues to meet industry card production standards.

Eligible University Community Members who elect to link their FIU *OneCard* to a Wells Fargo checking account can open an FIU *OneCard* Bank Account through a Bank representative on campus during the enrollment period by visiting the on-campus Bank branch, or by visiting any other Bank branch. The Eligible University Community Member will need to present the FIU *OneCard* at account opening so that it can be linked in Bank's system to be eligible for ATM/PIN-based debit functionality.

For Cardholders who already have a Bank checking account available for linking to their FIU *OneCard*, once the FIU *OneCard* is encoded with the appropriate University 16-digit card number and upon Cardholder's request, Bank will enter the number into Bank's system and link such number to the corresponding checking account.

FIU shall have the right to issue replacement FIU *OneCards* in accordance with the terms of this Agreement to Cardholders, whether or not they have an FIU *OneCard* Bank Account,

provided FIU confirms that the original FIU *OneCard* has been duly reported as lost or stolen to Bank by the Cardholder.

9. FIU *OneCard* Costs. During the Term of the Agreement, Bank will pay the actual cost of card stock up to \$1.00 per card for FIU's issuance of new FIU *OneCards* to Eligible University Community Members, up to \$10,000 for each year of the Agreement. Bank will not pay for replacement FIU *OneCards* issued to Eligible University Community Members if they are lost or stolen. It is at FIU's discretion whether to charge Eligible University Community Members for replacement FIU *OneCards*. Bank will pay FIU within forty-five (45) days of receipt of a detailed invoice, indicating the number of cards issued by FIU. Such invoice will be provided annually in March of each year of the Term, starting March 2023.

10. Changes to the FIU *OneCard* During the Term. If, during the Term of this Agreement, FIU decides to redesign the FIU *OneCard*, FIU shall be responsible for any costs associated with such redesign. FIU reserves the right to make alterations to the FIU *OneCard* within a mutually agreed-upon time, to be used for new cards issued and replacement cards requested by existing Cardholders, in which case FIU would be responsible for out-of-pocket and other expenses directly associated with the re-issuance, provided that Bank will dedicate the number of staff necessary to implement and maintain Bank's financial services throughout any re-issuance effort. FIU agrees that said changes will not diminish the financial services provided by Bank through the FIU *OneCard* program and will notify Bank of proposed alterations within a reasonable time prior to making the alterations. Any proposed changes to the design and/or specifications of the FIU *OneCard*, including marks or logos on the FIU *OneCard*, shall be subject to review and approval by Bank for compliance with applicable card association/network rules and applicable law, as well as ATM/PIN-based debit functionality.

11. Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should an FIU *OneCard* be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the FIU *OneCard*'s capability for processing transactions through the FIU *OneCard* Bank Account. Bank shall provide Cardholders, without cost to FIU, a toll-free phone number for the purposes of notifying the Bank of lost and stolen FIU *OneCards*. Such system of notification and account disablement shall be available twenty-four hours a day, seven days a week. Bank shall also respond to lost/stolen card reports made in-person to Bank representatives during regular Bank business hours.

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

12. Persons No Longer Eligible University Community Members. Should an individual due to an interruption in an educational program, a separation from employment, or for any other reason cease to qualify for FIU-provided identification benefits of the FIU *OneCard*, FIU shall, in

accordance with such policies and procedures as it may establish, terminate the functionality of the FIU *OneCard* and its FIU identification benefits. However, FIU will not be required to collect the FIU *OneCard*, nor will the Cardholder be required to forfeit the FIU *OneCard*. Bank may or may not discontinue the services of the FIU *OneCard* Bank Account of any individual no longer qualifying as an Eligible University Community Member.

13. Disposition of Cards Upon Termination. Upon the termination or expiration of this Agreement for any reason, outstanding FIU *OneCards* actively serving as FIU's multi-function identification card and displaying the Bank Marks may or may not be replaced by FIU, at FIU's sole discretion. Such outstanding FIU *OneCards* may continue to serve as an FIU identification card with such FIU benefits as FIU may choose, for so long as FIU desires. Further, upon termination or expiration of this Agreement, Bank shall, within a reasonable time thereafter, cease identifying the accounts generated under this Agreement as FIU *OneCard* Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the FIU *OneCard* 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 FIU *OneCard* 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.

14. ISO Number Ownership. At all times, FIU shall be deemed to own the ISO numbers associated with the FIU *OneCards* issued pursuant to this Agreement.

15. Vendor Support. Bank plans to continue its membership in various ATM network associations, POS network associations, and card associations, or any such successor organizations. FIU has no responsibility for, and no relationship with, third party vendors accepting the FIU *OneCard* for ATM, PIN-based debit card transactions as a result of this Agreement.

16. Compliance with Applicable Law and Regulations. The parties hereto agree to comply with all federal, state and local law to the extent it is applicable to the performance of this Agreement, including all laws and regulations related to the providers of the financial services offered by the Bank and all laws and regulations related to the protection and security of any personal information gathered by FIU or the Bank, such as the Gramm-Leach-Bliley Act, the Payment Card Industry Data Security Standards, the Family Educational Rights and Privacy Act and the Americans with Disabilities Act. For purposes of this Agreement, FIU will be considered the "issuer" of the FIU *OneCard* used as the University ID card, except to the extent the FIU *OneCard* is used to perform electronic funds transfers to or from any FIU *OneCard* Bank Account and in the performance of any other financial transactions involving a FIU *OneCard* Bank Account, in which case Bank will be considered the "issuer." Bank will not be responsible to FIU or any Cardholder for any liability arising from FIU's "issuer" responsibilities. Bank will be responsible to the Cardholder for any unauthorized or erroneous transactions involving the FIU *OneCard* Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), and to the extent applicable. FIU will not be responsible to Bank or to any Cardholder for

any liability arising from Bank's issuer responsibilities or for losses to any FIU *OneCard* Bank Account; provided, however, that nothing herein will exonerate FIU from any unauthorized or erroneous transactions or losses involving an FIU *OneCard* Bank Account caused by FIU. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other FIU disbursements into the FIU *OneCard* Bank Accounts, if any, FIU will comply with all applicable laws and regulations.

17. Marketing. Bank and FIU agree to fully cooperate and work in conjunction to promote the FIU *OneCard* program through various marketing efforts. Both Bank and FIU will 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 Bank, FIU will promote services provided under this Agreement to Eligible University Community Members through various communication channels available to FIU. FIU may engage in various marketing initiatives involving social media or e-communications that promote the Bank's services to the FIU community as deemed appropriate, subject to Bank's prior approval. The Bank may also communicate with FIU *OneCard* Bank Account holders without prior approval. Where mutual agreement or prior approval is required, neither party will unreasonably withhold, or unduly delay, such consent.

a. **Written and Other Communications.** FIU will provide Bank with the opportunity to provide information about Bank's financial services associated with the FIU *OneCard* program to Eligible University Community Members and new incoming FIU students through various methods, which may include, without limitation, emails, acceptance and orientation packets, letters, flyers and inserts. For all other communications, FIU and Bank will mutually agree upon direct mail, intra-campus mail, and email communication strategies, and FIU will send these communications on Bank's behalf. FIU agrees that such marketing materials will include both the Bank Marks and University Marks. FIU will provide Bank with the opportunity to include information related to both the promotion and servicing of the FIU *OneCard* Program, at the Bank's expense, in emails and mailings initiated by FIU or Bank and via phone calls or other electronic communication channels, as permitted by applicable laws and regulations, to Eligible University Community Members and incoming FIU students, faculty, and staff; all such communications to be mutually agreed on by FIU and Bank. FIU may disclose "directory information," as defined by, and in accordance with, the Family Educational Rights and Privacy Act, of Eligible University Community Members with the Bank for any purpose under this Agreement, including for the promotional efforts contemplated in this Section 17. In addition, FIU will communicate during FIU orientations, whether in person or virtual, the FIU *OneCard* program and associated Bank financial services to all parents/guardians and students, and will permit, in a medium acceptable to both FIU and Bank, the distribution of materials related to Bank and the FIU *OneCard* Program at or in conjunction with new hire orientation. The FIU *OneCard* program and associated Bank financial services may be communicated as the students are issued their identification card.

b. **Campus Access.** As mutually agreed, and at no additional cost to Bank, Bank will actively participate in campus student programs, including but not limited to the presence of Bank representatives and presentations at new student orientations, fairs, and similar campus-wide events directed at students and/or staff, whether in person or virtual. FIU agrees to cooperate with Bank and no other financial institution, with the exception of the University Credit Union, in the direct on-campus marketing to FIU students of checking account, ATM, PIN-based debit, and deposit transfer services, including but not limited to “tabling” on campus. At all such events determined throughout the year, and at no additional cost to Bank, FIU will provide Bank with guaranteed access to campus common areas and tabling locations or their virtual equivalent as described by FIU. From time to time, and with FIU’s prior approval of the date and venue, Bank will be permitted to offer financial seminars at no additional cost to Bank. Nothing herein is intended to preclude FIU from allowing other financial institutions to offer financial education programs on campus that are aimed at faculty and staff, or to interfere with campus naming rights being offered to, or purchased by, other financial institutions.

c. **Website Presence.** Further, Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with a customized URL residing on the FIU website(s), dedicated to the FIU *OneCard* and its Cardholders, using a design and functionality subject to FIU’s approval, which approval shall not be unreasonably withheld or unduly delayed. Bank shall be excused from its failure to perform any obligation under this subsection and shall not be responsible for any delay in such performance, to the extent that such failure or delay is due to the failure of FIU to provide any required approval. The website shall provide information as mutually agreed by FIU and Bank, which may include the following features:

- i. Information about various account offerings for Cardholders,
- 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 Bank-related products and services.

d. **Marketing Budget.** Bank will provide the marketing services function for marketing and promotion of the FIU *OneCard* program. Bank estimates that its annual marketing budget for the promotion of the FIU *OneCard* program will be approximately \$15,000.00 annually throughout the Term of this Agreement. This budget includes funding for initial and annual marketing materials, including customized materials that will highlight the banking features and benefits of the FIU *OneCard* program.

18. Insurance. Bank represents and warrants that at all times during the Term, Bank shall be in compliance with the insurance requirements set forth in Section B.12 of the License

Agreement. Bank represents that the financial strength, integrity and contractual obligations of Bank provide protection for its customers with respect to risk associated with the products and services to be provided by Bank. Bank further represents that it maintains a Professional Liability policy (also known as an Errors and Omissions policy), a Financial Institutions Bond (also known as a Fidelity Bond), and other policies with coverages and provisions considered within industry standards for similarly situated financial services companies. Bank has the right at any given time to self-insure any of the insurance coverage as long as it is a normal accepted practice for a financial services company of its financial strength.

FIU represents and warrants that at all times during the Term, FIU 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, FIU shall allow Bank to review such documents as are available pursuant to Public Records Laws to verify the existence and funding to support said self-insurance program.

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

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

Bank does not undertake to ensure that Cardholders will at all times be able to successfully accomplish transactions with Bank by any electronic means, including but not limited to ATMs, POS terminals, the Internet, or other existing or future technology associated with FIU *OneCards*, Cardholders' account numbers or personal identification, or otherwise (herein "Electronic Means"). Transactions cannot be processed during off-line periods. When the computer maintaining the files is off-line or rendered inoperable at any time for maintenance or servicing, or due to mechanical failure, strike, lockout, riots, epidemics, war, acts of terror, governmental regulations or other cause beyond Bank's reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Bank will have no liability as a result. Bank will, however, exercise reasonable care to promptly reinstate service.

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

20. 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 Trustees, 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.

21. Examinations and Audit. Except to the extent applicable law prohibits such, all records maintained by FIU pertaining to Bank and its FIU *OneCard* 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, FIU will provide Bank or its duly authorized representatives with reasonable access to FIU's records for the purpose of enabling Bank to confirm FIU'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 FIU's regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide FIU or its duly authorized representatives with reasonable access to Bank's records for the purpose of enabling FIU to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by FIU 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 21, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 23.

22. Exclusivity. During the Term of this Agreement, FIU will not cause or authorize any FIU identification card to be used as a device to perform electronic fund transfers to or from an account with a financial institution (including, without limitation, banks, savings banks, savings associations, and credit unions) or as a device for accessing a person's account with a financial institution other than Bank, except as otherwise agreed in writing by Bank. Nothing herein shall prevent Cardholders from using FIU *OneCards* as stored value cards, declining balance cards or smart cards. During the Term of this Agreement, FIU will give Bank, and no other financial institution, with the exception of the University Credit Union, access to market checking account, ATM, PIN-based debit, and deposit transfer service to FIU students, including the marketing efforts indicated in Section 17. Nothing herein is intended to preclude FIU from allowing other

financial institutions to offer financial education programs on campus that are aimed at faculty and staff, or to interfere with campus naming rights being offered to, or purchased by, other financial institutions.

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

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

b. Each party will use the Confidential Information of the other party solely for the purposes expressly authorized in this Agreement or subsequently authorized by the other party in writing.

c. Each party will keep the Confidential Information of the other party confidential and (except to the extent required by law or legal process) refrain from disclosing the Confidential Information of the other party to any other person or party or using the Confidential Information of the other party for any purpose not expressly authorized under this Agreement or subsequently authorized by the other party in writing. Each party will be fully responsible for the unauthorized use or disclosure of the Confidential Information of the other party by any of its officers, directors, employees or other persons under its control.

d. In the event a party is requested or legally compelled (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide the Confidential Information of the other party, the party will promptly notify the other party of that fact as soon as reasonably possible, except to the extent such notification is prohibited by law.

e. The parties agree that, to the extent applicable under the provisions of the Bank Service Company Act, they may be subject to examination by the OCC for the services provided in connection with this Agreement. The parties shall comply with the applicable requirements of 12 C.F.R. Part 30, and any other applicable law or regulation, by implementing and/or maintaining appropriate measures designed to: (1) ensure the security and confidentiality of Bank's Confidential Information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; and (3) protect against unauthorized access to or use of

such information that could result in harm or inconvenience to any Bank customer. These confidentiality and security provisions shall survive the termination of this Agreement.

f. Throughout the Term, Bank shall implement and maintain appropriate safeguards, in conformity with applicable federal law and regulations, for all customer information, if any, owned by FIU and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify FIU, 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 FIU or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.

In addition, Bank's customer lists, including names of Eligible University Community Members who are Cardholders and who have FIU *OneCard* Bank Accounts, are Bank's Confidential Information, for which Bank retains exclusive ownership and right during the Term. Therefore, FIU would be precluded from using a list prepared in connection with or based on Eligible University Community Members' enrollment in the FIU *OneCard* program or use of the FIU *OneCard* if such use was for a purpose prohibited by this Section 23; provided, however, that FIU will not be deemed to be in breach of this Agreement in the event it is legally required (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide such a list, provided it has made reasonable efforts to give Bank the notice required under subsection d., if applicable. FIU 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; though, any personally identifiable information that FIU discloses to Bank about Eligible University Community Members under this Agreement will be limited to only "directory information" under 34 C.F.R. § 99.3 that is disclosed pursuant to 34 C.F.R. §§ 99.31(a)(11) and 99.37, and applicable FIU rules and regulations.

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

24. Equipment. University is responsible for providing at its cost any equipment and systems programming necessary to continue operating the FIU *OneCard* program. Bank is responsible for providing any additional needed data lines and installation at its cost.

25. Termination.

a. This Agreement may be terminated by either party (the "Non-Defaulting Party") upon notice to the other party (the "Defaulting Party") upon the Defaulting Party's

material breach of any provision of this Agreement and failure to cure the breach within 60 days after written notice describing the breach and the action necessary to cure the breach is given by the Non-Defaulting Party to the Defaulting Party. In the event the Defaulting Party is in good faith unable to cure such material breach within 60 days, it shall commence the cure in a commercially reasonable manner and notify the Non-Defaulting Party of the anticipated cure date, which in no event shall be later than 120 days from the material breach.

b. This Agreement may be terminated by either party without notice to the other party in the event a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed by the other party, a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed against the other party and is not dismissed within sixty (60) days, or a conservator or receiver is appointed for the other party or for all or a substantial portion of its assets.

c. This Agreement may be terminated by either party at any time if: (i) the operation of the FIU *OneCard* program has or threatens to have a material adverse financial impact on Bank or FIU due to a change in applicable law, regulation, rule or policy applicable to Bank or FIU, or the use of one or more FIU *OneCards* in a fraudulent manner or in a way that does not permit Bank to recover funds from the user(s) of the FIU *OneCard*(s); or if (ii) Bank is notified by a regulatory agency, or otherwise becomes aware, that any aspect of the FIU *OneCard* program does not comply with any law, regulation, rule or policy applicable to Bank or FIU.

d. This Agreement may be terminated by FIU upon sixty (60) days' prior written notice to Bank in the event: (i) FIU receives excessive complaints from students regarding their FIU *OneCard* Bank Accounts and Bank and FIU are not able to reach an agreement as to how to resolve such complaints; or (ii) FIU determines, based on its reasonable due diligence, that the fees imposed by Bank on FIU *OneCard* 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 FIU is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.

e. In the event that FIU terminates the License Agreement or the ATM License following an uncured default by Bank under the terms of the License Agreement or the ATM License, respectively, then FIU has the right to terminate this Agreement. If FIU terminates both the License Agreement and the ATM License, then, effective upon the termination of the License Agreement or the ATM License, whichever is later, this Agreement will automatically terminate.

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

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 Bank subcontractor and FIU unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, FIU acknowledges that certain FIU *OneCard* products, services and promotional materials to be provided by Bank may be supplied by or through Bank's parent corporation, entities directly or indirectly owned or controlled by Bank or its subsidiaries, entities affiliated with Bank or owned or controlled by entities affiliated with Bank, or unaffiliated vendors who provide certain card, printing, mailing, lettershop, or other services to the Bank and, in such cases, no written consent or separate written contract shall be required for arrangements made with such entities.

28. Notices. All notices required to be sent under this Agreement must be sent to the applicable contacts and addresses below by certified or registered mail with proof of delivery and/or by email. Notices sent other than as set forth in this section will be null and void. In the case of notice sent by mail, notice is considered effective upon delivery to the receiving party. In the case of notice sent by email, such notice will be effective when confirmed by the receiving party as received. An email is confirmed as received when the party acknowledges receipt in writing (including by a reply email from the party's email address specified below); provided however, that "read receipts" and similar automatic response mechanisms or messages will not constitute confirmation of receipt by a party. For clarity, if a party does not confirm receipt of a notice sent via email, then such notice will not be effective. Either party may update its contact information below at any time by providing notice to the other party pursuant to this section. All notices should be sent to the following addresses and indicated contacts:

If to Bank:

Hector Ponte
Region Bank President
Wells Fargo Bank
1699 Coral Way
Miami, FL 33145
(789) 725-5540
hector.ponte@wellsfargo.com

If to University:

Florida International University
Office of Business Services

11200 S.W. 8th Street, DC 120
Miami, Florida 33199
Attn: Assistant Vice-President of Business Services
Email: rclegg@fiu.edu

With a copy to:

Florida International University
Modesto A. Maidique Campus
Office of the General Counsel
11200 Southwest 8th Street, PC 511
Miami, Florida 33199
Email: generalc@fiu.edu

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

30. Governing Law. The laws of the State of Florida shall govern this Agreement, and exclusive venue of any actions arising out of this Agreement shall be in the courts in Miami-Dade County, Florida. Nothing in this section shall be deemed to apply to any aspect of the agreement that is in place between Bank and an Eligible University Community Member regarding an FIU OneCard Bank Account.

31. Force Majeure. The parties shall not be considered in default should failure to perform be the result of any circumstances beyond their reasonable control, not occasioned by fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, pandemics, acts or threats of terrorism, or wars. Upon the happening of any circumstances or causes aforesaid, non-performing party shall notify the other party without delay. Any relief granted shall be limited to an extension of delivery dates or times of performance; provided, however, that the provisions hereof shall in no event be applicable with respect to the payment of money from Bank to FIU.

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

33. Entire Agreement. Except as expressly provided herein, this Agreement, the License Agreement and the ATM License constitute the entire agreement with respect to the transactions contemplated herein and supersede and is in full substitution for any and all prior agreements and understandings between the parties hereto relating to such transactions. Each party disclaims

reliance on any prior oral or written representations or undertakings by the other party in entering into this Agreement unless such representations or undertakings are expressly set forth in this Agreement. Wherever the parties agree to discuss a matter, there will be no implied agreement to agree, nor will any other standard be applied in determining a party's performance that is not expressly set forth in the Agreement. However, FIU and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement.

34. Information System General Security.

a. FIU and its employees shall comply with all Bank security policies, procedures, and standards, as it may promulgate from time to time, including, without limitation, those governing access to data, computer systems, and facilities and governing the removal of property from Bank's premises.

b. With regard to any computer system owned, controlled, or used by FIU or any agent or subcontractor of FIU, which computer system is now or hereafter physically or logically connected to or able to access any computer system owned, controlled, or used by Bank or which is used to store any Bank's software or data, FIU shall comply with all Bank's security policies, procedures, and standards governing or related to the connection or access to Bank's computer systems as it may promulgate from time to time so long as FIU receives notice of such policies, procedures, and standards, and any relevant changes.

c. In addition, FIU agrees: (i) not to alter any hardware or software security residing on any Bank's computer system and/or network; and (ii) not to allow unauthorized traffic to pass into Bank's networks. In addition to any other rights Bank may have under this Agreement, Bank may terminate an unauthorized access.

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

36. License to Establish Link to Bank Website. Bank hereby grants to FIU a royalty-free, non-transferable, worldwide, non-exclusive right and license to include on its website an HTML hyperlink (the "Bank's Link") that points to the Bank website located at www.wellsfargo.com. FIU may choose to use the Bank Marks on the FIU website as a link to Bank's website at wellsfargo.com. FIU will promptly implement any request from Bank, which request may be made at any time, to alter, substitute or modify the Bank's Link that has been placed on its website; provided, however, that FIU will not alter or modify the Bank's Link in any manner without Bank's express prior written consent. FIU represents and warrants that its website and use of the Bank's Link will not violate U.S. or other laws or regulations.

FIU acknowledges that Bank may terminate the above right to link if the content or structure of the FIU web pages and/or website changes, unless within ten (10) calendar days after receiving written notice of termination from Bank, FIU removes the materials to which Bank

objects or revises the FIU web pages and/or site to return to the original format or a format that is acceptable to Bank. If the above right to link is terminated, FIU agrees to remove the Bank's Link within ten (10) calendar days of receiving notice. All rights not specifically granted or licensed to FIU are reserved to Bank.

37. License to Establish Link to FIU Website. FIU hereby grants to Bank a royalty-free, non-transferable, worldwide, non-exclusive right and license to include on its website an HTML hyperlink (the "University's Link") that points to the FIU website located at www.fiu.edu. Bank may choose to use the University Marks on the Bank website as a link to FIU's website at www.fiu.edu. Bank will promptly implement any request from FIU, which request may be made at any time, to alter, substitute or modify the University's Link that has been placed on its website; provided, however, that Bank will not alter or modify University's Link in any manner without FIU's express prior written consent. Bank represents and warrants that its website and use of the University's Link will not violate U.S. or other laws or regulations.

Bank acknowledges that FIU may terminate the above right to link if the content or structure of the Bank web pages and/or website changes, unless within ten (10) calendar days after receiving written notice of termination from FIU, Bank removes the materials to which FIU objects or revises the Bank web pages and/or site to return to the original format or a format that is acceptable to FIU. If the above right to link is terminated, Bank agrees to remove the University's Link within ten (10) calendar days of receiving notice. All rights not specifically granted or licensed to Bank are reserved to FIU.

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

39. Sovereign Immunity. Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Florida Statutes §768.28.

40. Miscellaneous Provisions.

40.1. Availability of Funds. FIU's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

40.2. Public Records Compliance. This Agreement may be unilaterally cancelled by FIU for refusal by Bank to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Bank in conjunction with this Agreement. Specifically, Bank agrees, subject to applicable federal banking laws and regulations: (i) to keep and maintain public records required by FIU to perform

the service; (ii) upon request from FIU, to provide FIU with a copy of the requested records or allow the records to be inspected or copied within a reasonable time; (iii) to ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (iv) upon completion of the contract, to transfer, at no cost, to the public agency all FIU records in possession of Bank.

40.3. Record-Keeping/Right of Audit. Bank agrees to retain all records relating to this Agreement during the Term and for a period of seven (7) years thereafter and to make those records available at all reasonable times for inspection and audit by FIU and/or the State of Florida Auditor General, as permitted under applicable federal banking law and regulation. In connection with an inspection or audit, the records shall be provided at the University's MMC campus or other location designated by FIU upon reasonable notice to Bank.

40.4. Conflict of Interest. The parties shall comply with any applicable requirements set forth in Florida Statute, Sections 112.313(3) and (7), and Florida Statute, Section 112.3185(6).

40.5. State Vendor Lists. Bank represents that it and its affiliates are not currently on, and for the past 36 months have not been on, the State of Florida's discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).

40.6 State of Florida Foreign Influence Disclosure. The parties shall comply with any applicable disclosure requirements set forth in Section 286.101, Florida Statutes, including, without limitation, Section 286.101(3)(a).

40.7 E-Verify. Bank participates in the E-Verify federal work authorization program, has been enrolled in the program since November 28, 2006, and will continue to participate in the same. Bank does not and will not knowingly employ a person who is not legally authorized to work in the United States.


40.8 Severability. In the event that any provision contained in this Agreement or the application thereto to any circumstance is for any reason held to be invalid or unenforceable, such provision shall be ineffective to the minimum extent of such invalidity or unenforceability, and the remainder of this Agreement will remain valid and enforceable according to its terms with respect to all other circumstances.

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[AGREEMENT SIGNATURE PAGE]

IN WITNESS WHEREOF, the parties have duly executed this Agreement, which will become effective as of the date of the last signature below.

WELLS FARGO BANK, NATIONAL ASSOCIATION

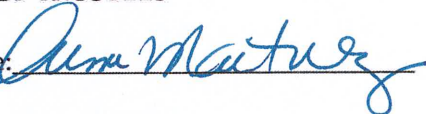
Signature: 

Name: Hector J. Ponte

Title: South Florida Region Director

Date: 11/3/2022

FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES

Signature: 

Name: Aime Martinez

Title: Interim CFO and Vice-President
for Finance and Administration

Date: 11-21-22

Approved as to form and legality:


Rafael Prohías, Deputy General Counsel
Date: 11-2-2022

EXHIBIT A

UNIVERSITY MARKS

FIU

FIU

FIU

FIU | Business
Services

shop
FIU

EXHIBIT A - CONTINUED

UNIVERSITY MARKS

shop**FIU**

shop**FIU**

FIU card

FIU *one*
card

EXHIBIT B
BANK MARKS



(Black box with white letters)



(Red box with white letters)

WELLS FARGO

(Black horizontal letters)

WELLS FARGO

(Red horizontal letters)

**WELLS
FARGO**

(Black stacked letters, no box)

**WELLS
FARGO**

(Red stacked letters, no box)

EXHIBIT C

UNIVERSITY TAXPAYER IDENTIFICATION NUMBER

Taxpayer Identification Number (TIN): 65-0177616