El Paso Community College and Wells Fargo Campus Card Agreement

For the award year period of July 1, 2016 – June 30, 2017:

- Total number of accounts: 5,435

- Total Accounts Mean and Median costs:
  - Mean: $59.01
  - Median: $10.00

- Total Consideration Received by Institution: $110,222
  - Royalties: $95,000
  - Operational Support: $5,222
  - Marketing: $10,000
EL PASO COMMUNITY COLLEGE
CAMPUSS CARD AGREEMENT

THIS AGREEMENT (herein "Agreement") is made and entered into effective as of the __ day of May 2005 ("Effective Date") by and El Paso Community College (herein "College") and Wells Fargo Bank, National Association (herein "Bank").

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

WHEREAS, College desires Bank to provide checking account, ATM, debit card and deposit transfer services among other services to Eligible College Community Members in association with and accessed through the EPCC Best Start Card, at the option of such Eligible College Community Members, all as more particularly described herein; and

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

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

1. Term and Options to Extend. The Term of this Agreement shall commence on June 1, 2005, and shall terminate on June 1, 2010, unless otherwise terminated as provided in Section 26 (the "Term") or unless both parties elect to renew the Agreement for one year by giving notice 30 days prior to the end of the Term.

2. EPCC Best Start Bank Account. During the Term, Bank will provide in accordance with this Section 2 a deposit account linked to the EPCC Best Start Card (herein "EPCC Best Start Bank Account") for EPCC Best Start Card holders who have requested such an account and who meet Bank's usual account opening underwriting and other requirements, including without limitation a minimum opening deposit of $10.00 by the EPCC Best Start Card holder. Any financial services agreements are by and between the Eligible College Community Members and the Bank. Nothing herein prohibits Bank from closing any EPCC Best Start Bank Account in accordance with the terms of the Bank's Consumer Account Agreement. For EPCC Best Start Card holders who are students, the EPCC Best Start Bank Account shall be a Wells Fargo College Checking℠ account or a comparable product offered from time to time by Bank. EPCC Best Start Card holders who are faculty or staff may select either the Wells Fargo Free Checking account or the Wells Fargo Membership® Checking account as their EPCC Best Start Bank Account or a comparable product offered from time to time by Bank. No Eligible College Community Member is required to obtain a Wells Fargo checking account. For purposes of this Agreement,
the EPCC Best Start Bank Accounts shall be considered the same class of account as the above-described accounts.

a. Some EPCC Best Start Card holders may not be eligible for the EPCC Best Start 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 account per EPCC Best Start Card holder shall be considered to be a EPCC Best Start Bank Account.

c. The EPCC Best Start Bank Accounts will, at a minimum, have the following features (sometimes referred to herein as the “Services”):

i. Minimum features applicable to all EPCC Best Start Bank Accounts:
   - Periodic statements for the EPCC Best Start Bank Accounts will be generated by Bank at least monthly for accounts that have had activity during the month, and for all other accounts not less frequently than once per quarter.
   - The EPCC Best Start Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Bank’s other customers of the same class, as amended from time to time, except as otherwise expressly provided in this subsection 2.c. of this Agreement.
   - The EPCC Best Start Card can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS transactions or PIN-based purchases at merchants where Interlink cards are accepted) to certain Bank checking account.

ii. Minimum features applicable to all Wells Fargo College Checking℠ and Wells Fargo Free Checking accounts that are designated as EPCC Best Start Bank Accounts:
   - Free of the regularly recurring monthly service fee (unlimited checking activity).
   - No minimum checking account balances.
   - Free ATM transactions available on the Wells Fargo ATM network.
   - Debit card point-of-sale (“POS”) transactions from the EPCC Best Start Bank Account with Personal Identification Number (“PIN”) at merchants where Interlink cards are accepted.
   - Toll-free phone/Free Internet account balance inquiries and similar information.
   - Payroll direct deposit.

iii. Minimum features applicable to all Wells Fargo Membership® Checking accounts that are designated as EPCC Best Start Bank Accounts:
• No monthly service fees provided there is either a direct payroll deposit to the account of at least $100 or the accountholder maintains a combined minimum daily balance of $2,500 in qualifying accounts (including all deposit accounts and eligible loans and lines of credit) with Bank.
• Interest on entire daily collected balance on days minimum balance is $500 or greater.
• Free wallet-style or duplicate Wells Fargo Exclusive checks.
• No fee personal money orders.
• No-fee single-signer travelers' cheques.

d. During the Term, should College decide to process student financial aid refund payments by electronic means, Bank agrees to accept such electronic refund transactions through the ACH System and make these funds available to College students by direct deposit to student’s EPCC Best Start Bank Account or other depository account maintained by the Bank for the student, all without additional deposit-related processing charges or fees to the student.

e. Should the College want, Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with a customized URL residing on the College website, dedicated to the EPCC Best Start Card and the EPCC Best Start Card holders, using a design and functionality subject to the approval of the College, which approval shall not be unreasonably withheld or unduly delayed. Bank shall be excused from its failure to perform any obligation under this Agreement 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 College to provide any consent. The website shall provide the following minimum features:

i. Information about various account offerings for EPCC Best Start Card holders.

ii. On-line application to open checking or savings accounts.

iii. 24/7 telephone capabilities for reporting of lost/stolen cards, in addition to in-person reporting during regular Bank business hours.

iv. 24/7 telephone and on-line balance inquiries capability.

v. Other Bank-related products and services.

f. College acknowledges that Bank reviews and revises the terms, conditions, and fees as disclosed in the Bank’s Consumer Account Fee And Information Schedule, 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 EPCC Best
Start Bank Accounts that it makes generally to its non-EPCC Best Start Bank Accounts exclusive of the terms of pricing outlined in this Agreement.

3. **EPCC Best Start Bank Account Opening.** The EPCC Best Start Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided however, that College shall have the right to determine where, on the College’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 EPCC Best Start Bank Account applications from EPCC Best Start Card holders. Bank may accept deposits to EPCC Best Start Bank Accounts anywhere and by any means permitted by law, including without limitation Bank’s offices, mobile branches and messengers, and automated teller machines (“ATMs”) or other electronic means of accepting deposits. Notwithstanding the foregoing, College acknowledges that in accordance with federal regulations governing Bank, while Bank may open accounts at, it may not accept deposits at, locations which are not Bank offices (with the exception of ATMs).

Bank may provide, at Bank’s sole expense, EPCC Best Start Bank Account application forms to College for distribution to incoming new students to complete and for College to forward to Bank. Bank shall be responsible for obtaining information from the EPCC Best Start Card holder in connection with the EPCC Best Start Bank Account opening. College will not have authority or responsibility to open any accounts or accept any deposits on behalf of Bank. College will have the right to issue replacement EPCC Best Start Cards in accordance with the terms of this Agreement to EPCC Best Start Card holders, whether or not they have a EPCC Best Start Bank Account, subject to Section 2 of this Agreement, provided College confirms that the original EPCC Best Start Card has been duly reported as lost or stolen to Bank by the EPCC Best Start Card holder.

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

Once Bank’s financial services associated with the EPCC Best Start Bank Accounts are implemented, Bank will assign an Account Manager to provide overall program assistance and to serve as a primary contact for all matters related to those services.

4. **Payments to College.** In consideration of the license and grant of rights from the College given to the Bank and more particularly described in the balance of this Agreement, Bank will pay certain costs up to $73,575.00 to launch the new EPCC Best Start Card program. In addition, Bank will pay the College a royalty for each funded Wells Fargo checking account linked to a EPCC Best Start Card, as described in Exhibit A.
Payments described in this Section 4 shall be deemed paid upon receipt by the College at the address indicated herein for receipt of notices pursuant to Section 29.

Name: Fernando Flores
Title: Comptroller
Address: P.O. Box 20022
         El Paso, Texas  79998

5. New EPCC Best Start Card Design and Specifications. The EPCC Best Start Card version that can be linked to a EPCC Best Start Bank Account shall conform to the following specifications. The front side of the EPCC Best Start Card will include the College Mark and design mutually selected by the parties to differentiate the new card from previous EPCC Best Start Cards and other CR80 size cards. The front side shall have these minimum requirements: (i) an electronically stored photo of the EPCC Best Start Card holder, (ii) the EPCC Best Start Card holder’s relationship to College (faculty, staff, student), (iii) the EPCC Best Start Card holder’s first and last name. The reverse side of the new Card shall have these minimum requirements: (i) magnetic three-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new ISO number encoded in track two, (ii) the selected Bank Mark (as defined below) or other identification of the Bank, (iii) the appropriate ATM network “bugs,” (iv) the appropriate Debit Point-of-Sale network “bugs,” and (v) instructions for reporting lost, stolen, or found cards. The EPCC Best Start Card will include such design and functionality as is necessary to provide reasonably such College benefits as College may administer at its own cost, such as access pass as required to College facilities and College provided financial services.

College shall be responsible for any costs associated with the new design of the EPCC Best Start Card as applicable. While College shall cooperate with Bank to create a EPCC Best Start Card design with the intention of maximizing market potential and having an otherwise attractive appearance, College shall retain the right to disapprove Bank’s design when it finds the design to adversely impact the professional image or reputation of College or to be otherwise disadvantageous to College. Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the EPCC Best Start 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 Card without prior Bank approval.

6. Conversion to and Issuance of New Cards. Eligible College Community Members will have a choice of either the linked EPCC Best Start Card with exclusive Bank financial services or a standard College EPCC Best Start Card without the capability to access Bank financial services. All cards shall be issued by the College. Nothing herein shall require Eligible College Community Members to employ the Bank’s financial services. In order to achieve timely conversion and issuance of the new EPCC Best Start Card, College shall as soon as is practical
following the Effective Date of this Agreement, provide Bank with prompt access to mutually agreed upon College facilities and areas for the purposes of educating Eligible College Community Members about the new EPCC Best Start Card program and marketing the same. Bank and College shall engage in the following activities and take such other measures as are reasonably calculated and necessary to achieve first issuance of the new EPCC Best Start Cards to all Eligible College Community Members 120 days from the initial kick off meeting.

<table>
<thead>
<tr>
<th>Step</th>
<th>Description of Activity</th>
<th>Approximate Time</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Submit and Process Network Applications</td>
<td>70 days from date of signed Agreement</td>
</tr>
<tr>
<td>2</td>
<td>Card Layout, Content and Design Approval Process</td>
<td>70 days from date of signed Agreement</td>
</tr>
<tr>
<td>3</td>
<td>ATM and Debit Network Setup</td>
<td>60 days from date of signed Agreement</td>
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<tr>
<td>4</td>
<td>Network Scheduling and Loading of ISO</td>
<td>25 days from completion of Step 1</td>
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<tr>
<td>5</td>
<td>Programming and Testing</td>
<td>25 days from completion of Step 4</td>
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<tr>
<td>6</td>
<td>Marketing Plan Development</td>
<td>60 days from date of signed Agreement</td>
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<tr>
<td>7</td>
<td>Website Development</td>
<td>60 days from date of signed Agreement</td>
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<tr>
<td>8</td>
<td>Reporting Specifications</td>
<td>60 days from date of signed Agreement</td>
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<tr>
<td></td>
<td><strong>Total Time to ATM and Debit Activation</strong></td>
<td><strong>120 days</strong></td>
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</table>

Bank will be responsible to pay for the actual cost of plastic card stock, printers, ribbon and initial marketing of the card up to $73,575.00 during initial re-carding efforts, as detailed in Exhibit A. In addition, Bank will support ongoing marketing of the EPCC Best Start Card for each year of this Agreement. For incoming first year and transfer College students, and new faculty and staff, Bank shall cover the actual cost of plastic card stock only. Within ten (10) days of the execution of this Agreement, College will furnish the card stock vendor information to Bank for verifying that the vendor's card product will meet industry card production standards.

For EPCC Best Start Card holders who already have a Bank account available for association with their EPCC Best Start Card, once the EPCC Best Start Card is encoded with the appropriate card number, Bank will enter the number into Bank's system and link such number to the corresponding checking account at Bank.

For EPCC Best Start Card holders who initiate a EPCC Best Start Bank Account request at the College, College will provide information in such format and at such time as may be reasonably agreed to by College and Bank, containing such information as Bank deems is necessary to open EPCC Best Start Bank Accounts. Bank shall be responsible for the cost of its equipment and software to receive data transmissions from College to set up and maintain the EPCC Best Start Bank accounts. At the time a student or faculty/staff member elects to obtain a EPCC Best Start Bank Account (i.e., when the EPCC Best Start Card "links" to the EPCC Best Start Bank Account), College will identify to Bank the status of the EPCC Best Start Card holder as an Eligible College Community Member.
7. Post-conversion Changes to the EPCC Best Start Card. College reserves the right to make alterations within a mutually agreed upon time to the EPCC Best Start Card program which may require re-issuance of cards, in which case College 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. College agrees that said changes will not diminish the financial services provided by Bank through the EPCC Best Start Card program and will notify Bank of proposed alterations within a reasonable time prior to making the alterations.

8. Matters Relating to Lost or Stolen Cards; Fraudulent Use. Should a EPCC Best Start Card be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the EPCC Best Start Card’s capability for processing transactions through the EPCC Best Start Bank Account. Bank shall provide EPCC Best Start Card holders, without cost to the College, a toll-free phone number for the purposes of notifying the Bank of lost and stolen EPCC Best Start Cards. 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 EPCC Best Start Cards 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/debit card customers located in the state of Texas.

9. Persons No Longer Eligible College 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 College provided identification benefits of the EPCC Best Start Card, College shall in accordance with such policies and procedures as it may establish, terminate the functionality of the EPCC Best Start Card and its College identification benefits. However, College shall not be required to collect the EPCC Best Start Card; nor shall the EPCC Best Start Card holder be required to forfeit the EPCC Best Start Card. Bank may or may not discontinue the Services of the EPCC Best Start Bank Account of any individual no longer qualifying as an Eligible College Community Member. College shall provide to the Bank a report no less than once each academic school year informing the Bank of the names of persons no longer Eligible College Community Members along with such persons’ EPCC Best Start Card’s 16-digit ISO numbers and such other information as the parties shall mutually agree no later than thirty (30) days from the start of the Fall Semester for each year of the Agreement.

10. Disposition of Cards Upon Termination. Upon the termination or expiration of this Agreement for any reason, outstanding EPCC Best Start Cards actively serving as College’s multi-function identification card and displaying the Bank Marks may or may not be replaced by College, at the College’s sole discretion. Such outstanding EPCC Best Start Cards may continue to serve as a College identification card with such College benefits as College may choose, for so long as College 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 EPCC Best Start Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the EPCC Best Start Cards to alternative access devices at the termination or expiration of this Agreement. The parties shall cooperate with each other in the transition of operations to any successor to the EPCC Best Start Card program described in this Agreement, including but not limited to providing assistance in shifting ISO numbers and providing such information in such format as is reasonably requested and needed by the parties to accomplish the transition.

11. ISO Number Ownership. At all times, College shall be deemed to own the ISO numbers associated with the EPCC Best Start Cards issued pursuant to this Agreement.

12. Vendor Support. Bank plans to continue its membership in various ATM network associations, POS network associations, and card associations, or any such successor organizations. College has no responsibility for, and no relationship with, third party vendors accepting the EPCC Best Start Card for ATM and debit card transactions as a result of this Agreement.

13. Grant to Use College Name and Marks. College hereby grants Bank during the Term an 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 “B” of this Agreement (collectively, the “College Marks”) for the sole purpose of offering and promoting the financial products and services limited to Eligible College Community Members only through the EPCC Best Start Card program. All applications of the College Marks by the Bank must conform to Exhibit “B,” along with any specifications established by the College which specifications may be amended from time to time. Bank will make no other use of the College Marks or any other trademark or tradename owned by or associated with the College without, in each case, College’s prior explicit written consent. Bank shall deliver all EPCC Best Start Card designs and all promotional and informational materials prepared by Bank for Eligible College Community Members that contain any College Mark to College prior to publication for College’s prior written consent which consent shall not be unreasonably withheld or unduly delayed.

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

College does not make, and hereby disclaims, any representations or warranties with respect to the College Marks, or with respect to whether the College Marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the College Marks or design as a tradename, trademark or mark. If there is any claim against College or Bank that the College Marks or any modifications thereof, as authorized by College, infringe the rights of another party, College will, at its own expense, defend Bank's right to use of the College Marks as authorized under this Agreement. In the event any such claim is resolved adversely to College or Bank, or in the event College 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 College agrees to indemnify Bank against any expenses Bank incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 20. College 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 College Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by the College, Bank agrees to immediately discontinue the use of any College Marks where there has been a claim of infringement and the claim has been resolved adversely to College or Bank, or where College agrees to discontinue use of the marks in order to resolve the claim.

14. Grant to Use Bank Name and Marks. Bank hereby grants College during the Term a non-exclusive right and license to use the marks set forth on Exhibit "C" of this Agreement (collectively, the "Bank Marks") on all EPCC Best Start Cards and all promotional and informational materials prepared by College in connection with the EPCC Best Start Card under this Agreement. The Bank Marks shall appear on all EPCC Best Start Cards. College will make no other use of Bank Marks without Bank's prior written consent. College agrees that all products and/or services offered in connection with the EPCC Best Start Card program shall be of a nature and quality commensurate with the nature and quality of the College's EPCC Best Start Card program. College shall deliver all EPCC Best Start Card designs and all promotional and informational materials prepared by College that contain any Bank Mark to Bank prior to publication for Bank's prior written consent.

College 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 College 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, College'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, College will immediately cease any and all use of the Bank Marks or any variation of the Bank Marks on EPCC Best Start Cards 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 College 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 College's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank or College, 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 College against any expenses College incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 20. Bank further agrees to indemnify College against all liabilities College incurs to third parties (including, without limitation damage awards obtained by such third parties against College), together with College's reasonable costs of defending against such liabilities (including attorney fees), arising from College'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, College 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 College, or where Bank agrees to discontinue use of the marks in order to resolve the claim.

Except as set forth in this paragraph, any change by Bank in the specifications for any of Banks Marks will apply only to EPCC Best Start Cards issued or reissued after notice of the change is given to College. College shall be permitted to issue EPCC Best Start Cards using stock which is already on order with the supplier as of the time Bank notifies College of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that College determines that such use is needed to permit its EPCC Best Start Card 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 College, Bank shall pay all of College's costs related to such changes. College shall have no obligation to reissue EPCC Best Start Cards 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.

15. Link on College Website. In connection with the linking of any College website to a Wells Fargo website, College agrees to execute the License Agreement attached hereto as Exhibit D.

16. Compliance With Applicable Law and Indemnity. 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. For purposes of this Agreement, College will be considered the "issuer" of the EPCC Best Start Card, except to the extent the EPCC Best Start Card is used to perform electronic funds transfers to or from any EPCC Best Start Bank Account or to perform other transactions
involving the EPCC Best Start Bank Account, in which case Bank will be considered the “issuer”. Bank will not be responsible to College or any EPCC Best Start Card holder for any liability arising from College’s “issuer” responsibilities. Bank will be considered the “issuer” of the Card as it pertains to electronic funds transfers to or from any EPCC Best Start Bank Account and to the performance of any other financial transactions involving a EPCC Best Start Bank Account. Bank will be responsible to EPCC Best Start Card holder for any unauthorized or erroneous transaction involving the EPCC Best Start Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 205.1, et seq.), to the extent applicable. College will not be responsible to Bank or any EPCC Best Start Card holder for any liability arising from Bank's issuer responsibilities or for losses to any EPCC Best Start Bank Account; provided however, that nothing herein will exonerate College from any obligations breached by College. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other College disbursements into the EPCC Best Start Bank Accounts, if any, College will comply with all applicable laws and regulations.

The Bank warrants and represents to the College that this agreement in all of its respects, factual and legal, does not violate the Sherman Act, 15 U.S.C. § 1 et seq., the Texas Free Enterpris and Antitrust Act of 1983, Tex. Bus & Com. Code § 15.01, or any other law, statute or regulation governing restraint of trade, monopoly or other legal restriction upon or relating to trade and/or banking. In the event that the College is made a party (or has a claim asserted against it) arising from the alleged violation of any such law, statute, or regulation, the Bank shall defend, indemnify and hold the College harmless from same without restriction or reservation.

17. Reports. Bank will provide reports to College in such detail as may be reasonably requested by College.

18. Marketing. Bank shall fully cooperate and shall work in conjunction with College to promote the College EPCC Best Start Card program through various marketing efforts, although all such marketing shall emphasize the voluntary option held by Eligible College Community Members to accept or reject the Bank’s financial services. Both Bank and College shall approve the content, timing, and use of all promotional initiatives and advertising materials related to the services contemplated under this Agreement. In cooperation with Bank, College will promote services provided under this Agreement to Eligible College Community Members through various distribution networks available to College. College will provide Bank with the opportunity to include inserts funded by Bank in College mailings to College Cardholders and new incoming College students, which may also include a CD-ROM communicating the College EPCC Best Start Card program and Wells Fargo financial services, subject to the above conditions. All other mailings shall be mutually agreed on and where appropriate approved by the applicable College department and Bank. In addition, College will communicate during orientation the College EPCC Best Start Card program to all parents/guardians and students subject to the above conditions. The College EPCC Best Start Card program will be communicated as the students are issued their identification card. As mutually agreed, Bank will actively participate in student orientations by inclusion in video presentations and College
website links and the presence of Bank representatives at the orientations. College agrees to cooperate with Bank exclusively in the expansion of financial services available to current and future EPCC Best Start Card holders.

19. **Insurance.** Bank represents and warrants that at all times during the Term, Bank shall maintain commercial general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, with limits of not less than $1,000,000 each claim and $3,000,000 each occurrence. In addition, Bank shall obtain and keep in force automobile liability insurance in an amount not less than $1,000,000 combined single limit. Each policy shall name the College as an additional insured. Bank shall also obtain and keep in force workers’ compensation insurance to the extent required by law and furnish proof of such to College upon request. Bank represents that the financial strength, integrity and contractual obligations of Bank provide protection for its customers with respect to risk associated with the products and services to be provided by Bank. Bank further represents that it maintains a Professional Liability policy (also known as an Errors and Omissions policy), a Financial Institutions Bond (also known as a Fidelity Bond), and other policies with coverages and provisions considered within industry standards for similarly situated financial services companies. Bank has the right at any given time to self-insure any of the insurance coverage as long as it is a normal accepted practice for a financial services company of its financial strength.

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

Bank does not control, and, except as provided in Federal Reserve Board Regulation E and state law to the extent applicable, is not responsible to College 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 EPCC Best Start Card holders will at all times be able to successfully accomplish transactions with Bank by any electronic means, including but not limited to ATMs, POS terminals, the Internet, or other existing or future technology associated with EPCC Best Start Cards, EPCC Best Start Card holders’ account numbers or personal identification, or otherwise (herein “Electronic Means”). Transactions cannot be processed during off-line periods. When the computer maintaining the on-line files is off-line or rendered inoperable at any time for maintenance or servicing, or due to mechanical failure, strike, lockout, riots, epidemics, war, acts of terror, governmental regulations or other cause beyond Bank’s reasonable control, such that no on-line processing of transactions may be possible, no customer transactions will be processed by Electronic Means and Bank will have no liability as a result. Bank will, however, exercise reasonable care to promptly reinstate service.

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

21. Representations and Warranties; Board Approval. Each party hereby represents and warrants to the other that the party has full right, power and authority to fully perform its obligations under this Agreement, and that it has full right, power and authority to execute and deliver this Agreement, and that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action required to be taken on the part of the party including, when necessary, approval thereof by the party's Board of Directors or Board of 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.

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

23. Exclusivity. During the term of this Agreement, College will not cause or authorize any College identification card to be used as a device to perform electronic funds transfers to or from an account with a financial institution (including, without limitation, banks, savings banks, savings associations, and credit unions) or as a device for accessing a person’s account with a financial institution other than Bank, except as otherwise agreed in writing by Bank. Nothing herein shall prevent EPCC Best Start Card holders from using EPCC Best Start Cards as stored value cards, declining balance cards or smart cards. This section 23 is limited to financial usage of identification cards.
24. Confidentiality. College 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 College deems proprietary or confidential pursuant to the law or College 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 EPCC Best Start Bank Account application data and EPCC Best Start Bank Account transaction information, which shall automatically be deemed to be Confidential Information of Bank, all information deemed confidential or proprietary by a party shall be clearly labeled "Confidential Information" or otherwise identified as "Confidential Information" in writing contemporaneous with furnishing such Confidential Information to the other party.

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

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

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

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

f. Throughout the Term, Bank shall implement and maintain appropriate safeguards, in conformity with applicable federal law and regulations, for all customer information, if any, owned by the College and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify the College, in writing, of each instance of (i) unauthorized access to or use of that customer information that could result in substantial harm or inconvenience to a customer of the College or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.

g. Notwithstanding any of the above, the parties recognize that the College is subject to the Texas Public Information Act, Tex. Gov't Code § 552.001

In addition, Bank’s customer lists, including names of Eligible College Community Members who are EPCC Best Start Card holders and who have EPCC Best Start Bank Accounts, are Bank’s Confidential Information, for which Bank retains exclusive ownership and right during the Term. Therefore, although College is not precluded from using or disclosing the names of its students, faculty members, staff members or other Eligible College Community Members for any purpose it deems appropriate, College would be precluded from using a list comprised of EPCC Best Start Card holders who have obtained EPCC Best Start Bank Accounts from Bank if such use was for a purpose prohibited by this Section 24; provided, however, that College will not be deemed to be in breach of this Agreement in the event it is legally required (by subpoena, warrant, legal process or other civil or criminal law, rule or procedure) to produce, disclose, or provide such a list, provided it has made reasonable efforts to give Bank the notice required under subsection d., if applicable.

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

25. Equipment. Bank is responsible for providing at its cost equipment listed in Exhibit A as necessary to implement the new EPCC Best Start Card program. Equipment needs not listed in Exhibit A are the responsibility of the College.

26. Termination.
a. This Agreement may be terminated by either party (the "Non-Defaulting Party") upon notice to the other party (the "Defaulting Party") upon the Defaulting Party's material breach of any provision of this Agreement and failure to cure the breach within 30 days after written notice describing the breach and the action necessary to cure the breach is given by the Non-Defaulting Party to the Defaulting Party. In the event the Defaulting Party is in good faith unable to cure such material breach within 30 days, it shall commence the cure in a commercially reasonable manner and notify the Non-Defaulting Party of the anticipated cure date.

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 EPCC Best Start Card program has or threatens to have a material adverse financial impact on Bank or College due to the use of one or more of the EPCC Best Start Card in a fraudulent manner or in a way which does not permit Bank or College to recover funds from the user(s) of the EPCC Best Start Card(s); or (ii) Bank is notified by a regulatory agency that any aspect of the EPCC Best Start Card program does not comply with any applicable law, regulation, rule or policy applicable to Bank or College.

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

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

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

If to Bank:
Name    Stephen Helbing
Title    Community Banking President
         Wells Fargo Bank, National Association
Address  221 N. Kansas Street – 2nd Floor
Address  MAC S4900-020El Paso, TX 79901-1443

If to College:
Name    Laura Rivera
Title    Director of Purchasing
College Name    El Paso Community College
Address  P.O. Box 20500
Address  El Paso, Texas  79998

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

31. Governing Law. The laws of the State of Texas shall govern this Agreement. Nothing in this section shall be deemed to apply to any aspect of the agreement that is in place between Bank and an Eligible College Community Member regarding a EPCC Best Start Bank Account.

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

33. Compliance with Laws and Regulations; Gramm Leach Bliley. Performance under this Agreement shall comply with all applicable federal, state and local laws, specifically including
all laws and regulations related to the providers of the financial services offered by the Bank and all laws and regulations related to the protection and security of any personal information gathered by the Bank, such as the Gramm Leach Bliley Act.

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

35. **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement with respect to the transactions contemplated herein and supersedes and is in full substitution for any and all prior agreements and understandings between the parties hereto relating to such transactions. Each party disclaims reliance on any prior oral or written representations or undertakings by the other party in entering into this Agreement unless such representations or undertakings are expressly set forth in this Agreement. Wherever the parties agree to discuss a matter, there will be no implied agreement to agree, nor will any other standard be applied in determining a party’s performance that is not expressly set forth in the Agreement. However, College and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement to the extent they do not conflict with the provisions of this Agreement.

36. **Information System General Security**

   a. College and its employees shall comply with all Bank security policies, procedures, and standards, as it may promulgate from time to time, including, without limitation, those governing access to data, computer systems, and facilities and governing the removal of property from Bank’s premises. Each of College’s employees having access to Bank’s computer systems will be required to sign Bank’s system access agreement.

   b. With regard to any computer system owned, controlled, or used by College or any agent or subcontractor of College, 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, College 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 College receives notice of such policies, procedures, and standards, and any relevant changes.

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

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

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

El Paso Community College

By: [Signature]

Name: Dr. Richard Rhodes

Title: President

Date: 4/3/05

Wells Fargo Bank, National Association

By: [Signature]

Name: Stephen Helbing

Title: Community Banking President

Date: May 29, 2005
EXHIBIT A

Financial Proposal

<table>
<thead>
<tr>
<th>Royalty Payment Compensation for Linked Accounts</th>
<th>1st Year of Participation</th>
<th>2nd Year of Participation</th>
<th>3rd Year</th>
<th>4th Year</th>
<th>5th Year</th>
<th>6th Year</th>
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<td>$ 4.00</td>
<td>$ 5.00</td>
<td>$ 5.00</td>
<td>$ 4.00</td>
</tr>
</tbody>
</table>

For the purpose of the royalty payment, linked account is described as all enrolled students in good standing and all current faculty and staff that have an EPCC Best Start Card linked to an opened and funded Wells Fargo checking account for the purpose of ATM and PIN-Based debit transactions.

Royalty Payment Structure Example A:
Student in good standing has an EPCC Best Start Card and links it to a Wells Fargo checking account in 2005. The student continues to enroll and attend EPCC every year for the next 3 years and maintains the linked EPCC Best Start Card for 3 years. Under this scenario, Wells Fargo would pay total of $6 in royalty for this relationship:
- 2005 (1st year of participation): $1
- 2006 (2nd year of participation): $2
- 2007 (3rd year of participation): $3

Royalty Payment Structure Example B:
Student in good standing has an EPCC Best Start Card and links it to a Wells Fargo checking account in 2005. The student enrolls and attends EPCC in 2005, but decides not to enroll in 2006. Then the student re-enrolls in 2007 and maintains the same EPCC Best Start Card. Under this scenario, Wells Fargo would pay total of $3 for this relationship:
- 2005 (1st year of participation): $1
- 2006 (not enrolled - not eligible): $0
- 2007 (2nd year of participation): $2
As part of the EPCC Best Start Card launch, Wells Fargo also agrees to purchase, on behalf of the College, following items in 2005:

- Printers (12) up to $49,800.00
- Card Stock (30M) up to $10,050.00
- Printer Ribbon (85) up to $10,625.00
- ISO Application up to $ 600.00
- Web Site Jump Page up to $ 2,500.00

In addition, Wells Fargo agrees to pay for additional card stock in years 2006 - 2010

- Card Stock: up to $0.335 per linked cards issued
EXHIBIT B

COLLEGE MARKS
EXHIBIT C

BANK MARKS

Wells Fargo Trademarks

WELLS FARGO

WELLS FARGO®
EXHIBIT D

LICENSE AGREEMENT

This License Agreement ("Agreement") is made and entered into this 1st day of May, 2005 by and among El Paso Community College ("College") and Wells Fargo Bank, N. A. ("Wells Fargo"). College would like to use the Wells Fargo "red box" logo on the College Internet web site as a link to Wells Fargo's Internet web site at wells Fargo.com and has requested Wells Fargo's consent.

Wells Fargo hereby grants to College a worldwide, non-exclusive right and license to establish a normal (href) text based link on www.epcc.edu/financialaid or www.epcc.edu/student/stufin/sfs.htm to the www.wellsfargo.com home page for the purpose described in the immediately preceding paragraph; provided, however, that College shall not "frame" the Wells Fargo web pages inside the College web site. Wells Fargo also hereby grants to College a non-exclusive right and license to use the WELLS FARGO "red box" logo ("the Logo") on the College Internet web site located at www.epcc.edu/financialaid or www.epcc.edu/student/stufin/sfs.htm for the exclusive purpose of linking from www.epcc.edu to www.wellsfargo.com. College 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 College of the Logo shall inure to the benefit of Wells Fargo. The College, in its sole discretion, may restrict usage of the logo to the financial aid home page or other home page of College.

The term of this Agreement, shall coincide with the terms of the El Paso Community College Campus Card Agreement. College 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 College web pages and/or web site changes unless within ten (10) calendar days after receiving written notice of termination from Wells Fargo, College removes the materials to which Wells Fargo objects or revises the College 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, College agrees to remove the link from the College web page to the Wells Fargo web page and cease all use of the Logo within ten (10) calendar days of receiving notice.

College agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to College by Wells Fargo. College agrees that all products and/or services offered by College 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 College use of the Logo on the College web site. College agrees to notify Wells Fargo and provide a link to the page containing the Logo whenever a cosmetic or content change
has been made and the changed page published. Wells Fargo has ten (10) calendar days to comment on and consent to the changes before the changes are considered permanent.

This Agreement shall be royalty-free. This Agreement and any and all rights granted hereunder are personal in nature to College, are non-transferable by College, do not convey any sublicensing rights to College, and shall not inure to the benefit of any successor in interest of College. This Agreement shall be binding upon and inure to the benefit of Wells Fargo's successors and assigns. The parties acknowledge and agree that no agency or partnership relationship is established between the parties by virtue of this Agreement and neither party will have the right and will not attempt to bind, act for or otherwise make presentations on behalf of the other party. All rights not specifically granted or licensed to College are reserved to Wells Fargo.

The undersigned represent and warrant that they have full power and authority to enter into and execute this Agreement on behalf of their respective parties.

WELLS FARGO BANK, NATIONAL ASSOCIATION
By: ____________________________
    Its: President

EL PASO COMMUNITY COLLEGE
By: ____________________________
    Its: President
EXHIBIT E

TAXPAYER IDENTIFICATION NUMBER

741690850
FIRST AMENDMENT TO
EL PASO COMMUNITY COLLEGE CAMPUS CARD AGREEMENT

This First Amendment to the El Paso Community College Campus Card Agreement (herein the "First Amendment") is dated as of 6 May 2011, by and between El Paso Community College (herein the "College") and Wells Fargo Bank, N.A. (herein "Bank").

WHEREAS, College and Bank entered into that certain El Paso Community College Campus Card Agreement dated June 3, 2005 (the "Agreement"); and

WHEREAS, College and Bank entered into that certain Contract for Campus Card Agreement Addendum dated March 5, 2010 extending the term of the Agreement from June 1, 2010 through May 31, 2011; and

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

NOW, THEREFORE, in consideration of the agreements herein contained and subject to the terms and conditions herein set forth, College and Bank hereby agree as follows:

1. Definitions. Capitalized terms used in this First Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. Extension of Term. In accordance with Section 1 of the Agreement, the Term of the Agreement is extended for an additional year beginning June 1, 2011 and ending on May 31, 2012.

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

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

5. Successors and Assigns. This First Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
IN WITNESS WHEREOF, College and Bank have caused this First Amendment to be executed by their respective authorized officers as of the date first written above.

EL PASO COMMUNITY COLLEGE
By: ____________________________
Name: Josette Shaughnessy
Title: AVP Budget and Financial Services
Date: ____________________________

By: ____________________________
Name: Ruben C. Gallardo
Title: Director, Purchasing and Contract Management
Date: 6 May 2011

WELLS FARGO BANK, N.A.
By: ____________________________
Name: Christine Gallegos
Title: Community Bank District Manager
Date: ____________________________
SECOND AMENDMENT TO
EL PASO COMMUNITY COLLEGE CAMPUS CARD AGREEMENT

This Second Amendment to the El Paso Community College Campus Card Agreement (herein the “Second Amendment”) is dated as of 24 Mar 2012, by and between El Paso Community College (herein the “College”) and Wells Fargo Bank, N.A. (herein “Bank”).

WHEREAS, College and Bank entered into that certain El Paso Community College Campus Card Agreement dated June 3, 2005 (the “Agreement”); and

WHEREAS, College and Bank entered into that certain Contract for Campus Card Agreement Addendum dated March 5, 2010 extending the term of the Agreement from June 1, 2010 through May 31, 2011; and

WHEREAS, College and Bank entered into that certain First Amendment to El Paso Community College Campus Card Agreement dated May 6, 2011 extending the term of the Agreement from June 1, 2011 through May 31, 2012; and

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

NOW, THEREFORE, in consideration of the agreements herein contained and subject to the terms and conditions herein set forth, College and Bank hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Second Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. **Extension of Term.** In accordance with Section 1 of the Agreement, the Term of the Agreement is extended for an additional year beginning June 1, 2012 and ending on May 31, 2013.

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

4. **Counterparts.** This Second Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Second Amendment by signing any of such counterparts.
5. **Successors and Assigns.** This Second Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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

EL PASO COMMUNITY COLLEGE

By: [Signature]

Name: Ruben C. Gallardo, C.P.M.
Title: Director, Purchasing and Contract Management
Date: 29 May 2012

WELLS FARGO BANK, N.A.

By: [Signature]

Name: Christine Gallegos
Title: Community Bank District Manager
Date: March 31, 2012
THIRD AMENDMENT TO
EL PASO COMMUNITY COLLEGE CAMPUS CARD AGREEMENT

This Third Amendment to the El Paso Community College Campus Card Agreement (herein the “Third Amendment”) is dated as of this 7th day of May, 2013 by and between El Paso Community College (herein “College”) and Wells Fargo Bank, N.A. (herein “Bank”).

WHEREAS, College and Bank entered into that certain El Paso Community College Campus Card Agreement dated June 3, 2005 (the “Agreement”); and

WHEREAS, College and Bank entered into that certain Contract for Campus Card Agreement Addendum dated March 5, 2010 extending the term of the Agreement from June 1, 2010 through May 31, 2011; and

WHEREAS, College and Bank entered into that certain First Amendment to El Paso Community College Campus Card Agreement dated May 6, 2011 extending the term of the Agreement from June 1, 2011 through May 31, 2012; and

WHEREAS, College and Bank entered into that certain Second Amendment to El Paso Community College Campus Card Agreement dated May 24, 2012 extending the term of the Agreement from June 1, 2012 through May 31, 2013; and

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

NOW, THEREFORE, in consideration of the agreements herein contained and subject to the terms and conditions herein set forth, College and Bank hereby agree as follows:

1. Definitions. Capitalized terms used in this Third Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. Extension of Term. In accordance with Section 1 of the Agreement, the Term of the Agreement is extended for an additional eighteen months beginning June 1, 2013 and ending on November 30, 2014.

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

4. Counterparts. This Third Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Third Amendment by signing any of such counterparts.
5. Successors and Assigns. This Third Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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

EL PASO COMMUNITY COLLEGE

By: ____________________________
Name: Ruben C. Gallardo
Title: Director, Purch. & Contract Mgmt.
Date: 05/12/13

WELLS FARGO BANK, N.A.

By: ____________________________
Name: Christine Gallegos
Title: District Manager
Date: 05/20/13
FOURTH AMENDMENT TO
EL PASO COMMUNITY COLLEGE CAMPUS CARD AGREEMENT

This Fourth Amendment to the El Paso Community College Campus Card Agreement (herein the “Fourth Amendment”) is dated as of this 14th day of November, 2014 by and between El Paso Community College (herein “College”) and Wells Fargo Bank, N. A. (herein “Bank”).

WHEREAS, College and Bank entered into that certain El Paso Community College Campus Card Agreement dated June 3, 2005 (the “Agreement”); and

WHEREAS, College and Bank entered into that certain Contract for Campus Card Agreement Addendum dated March 5, 2010 extending the term of the Agreement from June 1, 2010 through May 31, 2011; and

WHEREAS, College and Bank entered into that certain First Amendment to El Paso Community College Campus Card Agreement dated May 6, 2011 extending the term of the Agreement from June 1, 2011 through May 31, 2012; and

WHEREAS, College and Bank entered into that certain Second Amendment to El Paso Community College Campus Card Agreement dated May 24, 2012 extending the term of the Agreement from June 1, 2012 through May 31, 2013; and

WHEREAS, College and Bank entered into that certain Third Amendment to El Paso Community College Campus Card Agreement dated May 7, 2013 extending the term of the Agreement from June 1, 2013 through November 30, 2014; and

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

NOW, THEREFORE, in consideration of the agreements herein contained and subject to the terms and conditions herein set forth, College and Bank hereby agree as follows:

1. Definitions. Capitalized terms used in this Fourth Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. Extension of Term. In accordance with Section 1 of the Agreement, the Term of the Agreement is extended for an additional twelve months beginning December 1, 2014 and ending on November 30, 2015. Notwithstanding the foregoing, after the first six months of the new Term (i.e., as of June 1, 2015), either party may elect to terminate the Agreement upon sixty (60) days’ prior written notice to the other party.
3. **Continued Effect.** Except to the extent amended hereby, all provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

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

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

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

**EL PASO COMMUNITY COLLEGE**

By: [Signature]

Name: Ruben C. Gallardo

Title: Director

Date: November 25, 2014

**WELLS FARGO BANK, N.A.**

By: [Signature]

Name: Christine Gallardo

Title: Director

Date: 11/20/2014
FIFTH AMENDMENT TO
EL PASO COMMUNITY COLLEGE CAMPUS CARD AGREEMENT

This Fifth Amendment to the El Paso Community College Campus Card Agreement (herein the “Fifth Amendment”) is dated as of this 18th day of November, 2015 by and between El Paso Community College (herein “College”) and Wells Fargo Bank, N.A. (herein “Bank”).

WHEREAS, College and Bank entered into that certain El Paso Community College Campus Card Agreement dated June 3, 2005 (the “Agreement”); and

WHEREAS, College and Bank entered into that certain Contract for Campus Card Agreement Addendum dated March 5, 2010 extending the term of the Agreement from June 1, 2010 through May 31, 2011; and

WHEREAS, College and Bank entered into that certain First Amendment to El Paso Community College Campus Card Agreement dated May 6, 2011 extending the term of the Agreement from June 1, 2011 through May 31, 2012; and

WHEREAS, College and Bank entered into that certain Second Amendment to El Paso Community College Campus Card Agreement dated May 24, 2012 extending the term of the Agreement from June 1, 2012 through May 31, 2013; and

WHEREAS, College and Bank entered into that certain Third Amendment to El Paso Community College Campus Card Agreement dated May 7, 2013 extending the term of the Agreement from June 1, 2013 through November 30, 2014; and

WHEREAS, College and Bank entered into that certain Fourth Amendment to El Paso Community College Campus Card Agreement dated November 14, 2014 extending the term of the Agreement from December 1, 2014 through November 30, 2015; and

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

NOW, THEREFORE, in consideration of the agreements herein contained and subject to the terms and conditions herein set forth, College and Bank hereby agree as follows:

1. Definitions. Capitalized terms used in this Fifth Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. Extension of Term. In accordance with Section 1 of the Agreement, the parties are electing to extend the Term of the Agreement but have mutually agreed to extend the Term for six months rather than one year. Therefore, the Term of the Agreement is extended for an additional six months beginning December 1, 2015 and ending on May 31, 2016.
3. **Continued Effect.** Except to the extent amended hereby, all provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.

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

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

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

**EL PASO COMMUNITY COLLEGE**

By: [Signature]

Name: Ruben C. Gallardo

Title: **Director, Purchasing & Contract Management**

Date: **20 November 2015**

**WELLS FARGO BANK, N.A.**

By: [Signature]

Name: Yolanda Garcia

Title: **Vice President**

Date: **November 24, 2015**
SIXTH AMENDMENT TO
EL PASO COMMUNITY COLLEGE CAMPUS CARD AGREEMENT

This Sixth Amendment to the El Paso Community College Campus Card Agreement is (herein "Amendment") is made and entered into effective as of September 9, 2016 ("Effective Date") by and between the El Paso Community College (herein "EPCC") and Wells Fargo Bank, National Association (herein "Bank").

WHEREAS, EPCC entered into the El Paso Community College Card Agreement dated June 3, 2005 (the "Agreement"); and

WHEREAS, EPCC and Bank entered into a Contract for Campus Card Agreement Addendum dated March 5, 2010 extending the term of the Agreement from June 2, 2010 through May 31, 2011; and

WHEREAS, the Agreement was extended by amendments between EPCC and Bank, which were dated May 6, 2011, May 24, 2012, May 7, 2013, and November 14, 2014.

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

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

1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.

2. Extension of Term. In accordance with Section 1 of the Agreement, EPCC and Bank are extending the Term of the Agreement but have mutually agreed to extend the Term for five years instead of one year. Therefore, the Term if the Agreement is extended from June 1, 2016 and shall terminate on May 31, 2021, unless otherwise terminated as provided in Section 26 (the "Term") or unless both parties elect to extend the Agreement with the procedures set forth in the Agreement.

3. Section 2 is hereby deleted in its entirety and replaced with the following:

2. EPCC Best Start Card Bank Account. During the Term, Bank will provide in accordance with this Section 2 a checking account linked to the EPCC Best Start Card for EPCC Best Start Card holders who have requested such an account and who meet Bank's usual checking account opening underwriting and other requirements, including without limitation a minimum opening deposit of $50.00 by the EPCC Best Start Card holder. Nothing herein prohibits Bank from closing any EPCC Best Start Card Bank Account in accordance with standard deposit
account procedures. A "linked" checking account is defined as an EPCC Best Start Card Bank Account which has an EPCC Best Start Card linked to it within the Bank's system, for the purpose of ATM and PIN-based debit purchase functionality.

a. Some EPCC Best Start Card holders may not be eligible for the EPCC Best Start Card 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 EPCC Best Start Card holder shall be considered to be an EPCC Best Start Card Bank Account.

c. Enrolled students may choose the Wells Fargo Everyday Checking account, or other product offered by Bank, to which an EPCC Best Start Card may be linked. Faculty and staff may select any checking account or package for which they may be eligible to which an EPCC Best Start Card may be linked. Wells Fargo Everyday Checking accounts that are linked to EPCC Best Start Card will not incur a monthly service fee or minimum balance requirement.

d. The EPCC Best Start 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 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 EPCC Best Start Card can be linked as an access device (e.g., for ATM transactions at ATMs that accept PLUS, Star, and Pulse transactions or PIN-based purchases at merchants where Interlink or Maestro cards are accepted) to an EPCC Best Start Card Bank Account.

f. During the Term, should EPCC decide to process student financial aid refund payments by electronic means, Bank agrees to accept such electronic refund transactions through the ACH System and make these funds available to EPCC students by direct deposit to student's EPCC Best Start Card Bank Account or other depository account maintained by the Bank for the student, all without additional deposit-related processing charges or fees to the student.

Equity. Should the EPCC request, Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with
a customized URL residing on the EPCC website, dedicated to the EPCC Best Start Card and the EPCC Best Start Card holders, using a design and functionality subject to the approval of the EPCC, 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 EPCC to provide any required approval. The website shall provide information as mutually agreed by EPCC and Bank, which may include the following features:

i. Information about various account offerings for EPCC Best Start Card holders,

ii. Information regarding how to report lost/stolen cards including the 24/7 toll-free customer service phone number,

iii. Link to log-in for secure online banking session, and

iv. Information about and links to other Bank related products and services.

h. EPCC 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 EPCC Best Start Card Bank Accounts that it makes generally to its non-EPCC Best Start Card Bank Accounts.

4. Exhibit A to the Agreement and any reference to the Exhibit A in the Agreement are hereby deleted their entirety.

5. Section 4 is hereby deleted in its entirety and replaced with the following:

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

a. Renewal Bonus Payment.
Bank will pay a one-time renewal bonus of $75,000 to EPCC within sixty (60) days of the commencement of this Agreement.

b. Account Royalty Payment.
Bank will pay EPCC for each eligible EPCC Best Start Card Bank Account linked to the EPCC Best Start Card for the purpose of ATM/PIN-based debit functionality and owned by an Eligible EPCC Community Member.
The number of EPCC Best Start Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible EPCC Best Start Card Bank Accounts which have a linked EPCC Best Start Card. Bank will use discrete product and customer identification and will only pay EPCC for one linked EPCC Best Start Card Bank Account per Eligible EPCC Community Member. To be considered for payment, the EPCC Best Start Bank Accounts must be in good standing, funded and owned by an Eligible EPCC Community Members at the time annual computation is computed. Bank will determine computation in conjunction with EPCC provided total enrollment of Eligible EPCC Community Members (e.g., enrolled students). The total number of Eligible EPCC Community Members will represent the total student enrollment number as of December of each year of the term.

The annual account royalty payment shall be based on the number of eligible EPCC Best Start Card Bank Accounts linked to EPCC Best Start Cards as a percentage of total student enrollments as of December 31st of each year of the term. Eligible checking accounts linked to an EPCC Best Start Card 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:

<table>
<thead>
<tr>
<th>Weighted Campus Card</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Percentage of Student Enrollment Linked to a EPCC Best Start Bank Account (% min required)</strong></td>
</tr>
<tr>
<td>00%-19.9%</td>
</tr>
<tr>
<td>20%-29.9%</td>
</tr>
<tr>
<td>30%-34.9%</td>
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<tr>
<td>35%-39.9%</td>
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<tr>
<td>40%-44.9%</td>
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<tr>
<td>45%-49.9%</td>
</tr>
<tr>
<td>Percentage Range</td>
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<tr>
<td>------------------</td>
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<tr>
<td>50%-54.9%</td>
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<tr>
<td>55%-59.9%</td>
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<td>60%-64.9%</td>
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<td>65%-69.9%</td>
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<td>70%-74.9%</td>
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<td>75%-79.9%</td>
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<tr>
<td>80%-84.9%</td>
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<tr>
<td>85%-89.9%</td>
</tr>
<tr>
<td>90%-100%</td>
</tr>
</tbody>
</table>

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

**Royalty Payment Timeframes.** Payment information is expected as follows:

- The account royalty payment will be calculated annually in February to ensure accurate payment has been made to EPCC.

- Annual account royalty payments, based on number of linked EPCC Best Start Card Bank Accounts, will be calculated from the total enrollment of Eligible EPCC Community Members received from the EPCC the last week of December. The annual account royalty payment will be paid to EPCC in February.

Accordingly, the Agreement execution date is June, 1, 2016 so the first account royalty payment based on participation would be calculated in February 2017. The account royalty payment would be made by February 2017.

6. Section 18 of the Agreement is hereby deleted in its entirety and replaced as follows:

**18. Marketing.** Bank and EPCC shall fully cooperate and shall work in conjunction to promote the EPCC Best Start Card program through various marketing efforts. Both Bank and EPCC shall approve the content, timing, and use of all promotional initiatives and marketing/advertising materials related to the services contemplated under this Agreement. In cooperation with Bank, EPCC will promote the optional services provided under this Agreement to Eligible EPCC Community Members through various communication channels available to EPCC. EPCC will provide Bank with the opportunity to provide information about the optional Bank financial services associated with the EPCC
Best Start Card program to EPCC Cardholders, including faculty, staff and students, and new incoming EPCC students through various methods, which may include without limitation emails, letters, flyers, inserts, and acceptance packets, and employee orientation packets, letters, flyers and inserts. EPCC and Bank will mutually agree upon direct mail and email communication strategies and distribution methods. EPCC agrees that such marketing materials will include both the Bank Marks and EPCC Marks. EPCC will provide Bank with the opportunity to include inserts (funded by Bank) about the optional Bank financial services associated with the EPCC Best Start Card program in EPCC mailings to EPCC Cardholders. All mailings shall be mutually agreed on and where appropriate approved by the applicable EPCC departments and Bank. The EPCC Best Start Card program option and associated optional Bank financial services may be communicated to students faculty and staff when they are issued their identification card. As mutually agreed, Bank will be the exclusive financial institution (including, without limitation, banks, savings banks, savings associations, and credit unions) at all new student orientation events on all EPCC campuses and any other off campus locations where such events may take place, which includes the presence of Bank representatives at the orientations. EPCC agrees to cooperate with Bank exclusively in the expansion of financial services available to current and future EPCC Best Start Card holders including but not limited to the above marketing efforts and “tabling” on campus. Notwithstanding the foregoing, the parties agree that GECU may offer credit or debit cards to Eligible EPCC Community Members within the confines of GECU’s branch located at El Paso Community College’s Valle Verde Campus or at college sponsored vendor fairs. College sponsored vendor fairs does not include any student related orientation events.

Marketing Budget. Bank will provide the marketing services function for marketing and promotion of the EPCC Best Start Card program. Bank estimates that its annual marketing budget for the promotion of the EPCC Best Start Card Campus Card project will be approximately $10,000.00 the first year to launch the program and approximately $10,000.00 annually thereafter during the Term of this Agreement. This budget includes funding for initial and annual marketing materials including customized materials that will highlight the banking features of the new EPCC Best Start Card and the benefits of linking it to an EPCC Best Start Card Bank Account.

EPCC Best Start Card Costs. Bank will pay up to $1.00 per card of the actual cost of the plastic card stock for each new EPCC Best Start Card issued to Eligible EPCC Community Members during the Term of the Agreement up to a total cost of $15,000 for each year of the term.
Bank will not pay for replacement EPCC Best Start Cards issued to Eligible EPCC Community Members if they are lost or stolen. It is at the EPCC’s discretion whether to charge Eligible EPCC Community Members for replacement EPCC Best Start Cards.

Bank will pay EPCC within sixty (60) days of receipt of detailed invoice, indicating number of cards issued by EPCC. Such invoice will be provided no less than quarterly.

7. Section 22 is hereby deleted in its entirety and replaced with the following:

22. Examinations and Audit. Except to the extent applicable law prohibits such, all records maintained by EPCC pertaining to Bank and its EPCC Best Start Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. In addition, EPCC will provide Bank or its duly authorized representatives with reasonable access to EPCC’s records for the purpose of enabling Bank to confirm EPCC’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 EPCC’s regular working hours upon reasonable notice. Except to the extent applicable law prohibits such, Bank will provide EPCC or its duly authorized representatives with reasonable access to Bank’s records for the purpose of enabling EPCC to confirm Bank’s compliance with the terms of this Agreement. All such records may be audited by the EPCC or its designated representative(s) at any time during Bank’s regular working hours upon reasonable notice. Each party may require persons obtaining access to its records under this Section 22, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 24.

8. Section 26 is hereby deleted in its entirety and replaced with the following:

26. Termination.

a. This Agreement may be terminated by either party (the “Non-Defaulting Party”) upon notice to the other party (the “Defaulting Party”) upon the Defaulting Party’s material breach of any provision of this Agreement and failure to cure the breach within 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 EPCC Best Start Card program has or threatens to have a material adverse financial impact on Bank or EPCC due to a change in applicable law, regulation, rule or policy applicable to Bank or EPCC or the use of one or more of the EPCC Best Start Cards in a fraudulent manner or in a way which does not permit Bank or EPCC to recover funds from the user(s) of the EPCC Best Start Card (s); or (ii) Bank is notified by a regulatory agency, or otherwise becomes aware, that any aspect of the EPCC Best Start Card program does not comply with any applicable law, regulation, rule or policy applicable to Bank or EPCC.

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

e. In the event EPCC terminates the Agreement prior to TERMINATION DATE for any reason other than those stated in subsections a, b, c, or d, or if Bank terminates pursuant to subsection a or b, of this Section 26, EPCC shall repay to Bank a percentage of the Initial Payment and Royalty Payment described in Section 4.a and 4.b of this Agreement. The percentage to be repaid by EPCC shall be calculated as follows:

<table>
<thead>
<tr>
<th>Agreement Terminated:</th>
<th>Percentage of Renewal Payment and Royalty Payment to be</th>
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</table>

Rev. #02162016 REVISED
<table>
<thead>
<tr>
<th></th>
<th>Repaid</th>
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<tbody>
<tr>
<td>During the first year of the Term</td>
<td>100%</td>
</tr>
<tr>
<td>During the second year of the Term</td>
<td>75%</td>
</tr>
<tr>
<td>During the third year of the Term</td>
<td>50%</td>
</tr>
<tr>
<td>During the fourth year of the Term</td>
<td>33%</td>
</tr>
<tr>
<td>During the last year of the Term</td>
<td>0%</td>
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</table>

9. Exhibit D is hereby deleted in its entirety and is replaced by inserting a new section 38 to the Agreement:

38. License to Establish Link to Bank Web Site. EPCC may choose to use the Bank “red box” logo on the EPCC Internet web site as a link to Bank’s Internet web site at wells Fargo.com and has requested Bank’s consent.

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

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

EPCC agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to EPCC by Bank. EPCC agrees that all products and/or services offered by EPCC on its web site in the future shall be of a nature and quality commensurate with the nature and quality of its current products and/or services. Bank may monitor the EPCC use of the Logo on the EPCC web site. EPCC agrees that any EPCC web page featuring banking information must be accompanied by required banking disclosures, including, but not limited to “Wells Fargo Bank, N.A., Member FDIC.” EPCC shall deliver all web pages that reference Bank and/or contain the Logo to Bank prior to publication for Bank’s consent.

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

10. The Agreement is amended by inserting a new section number 39 that reads as follows:

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

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

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

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

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

Wells Fargo Bank, National Association
Signature: [Signature]
Name: Lisa Riley
Title: Community Bank Regional President
Date:

El Paso Community College
Signature: [Signature]
Name: Ruben C. Gallardo
Title: Director, Purchasing & Contract Management
Date: 14 September 2016
EXHIBIT A

EPCC MARKS

The approved colors for use with the logo are the EPCC Teal (Pantone 321) and EPCC Purple (Pantone 2597). The principle version of the logo must have the mountains and outer circle in teal, the sun and inner circle in white all with a black outline and “El Paso Community College” in black.
EXHIBIT B

BANK MARKS

WELLS FARGO

(Black box with white letters)

WELLS FARGO

(Red box with gold letters)
EXHIBIT C

EPCC TAXPAYER IDENTIFICATION NUMBER

1-741690850-1
The following page, while not a part of the preceding contract document, contains important supplementary information regarding said document.
Checking Account Options Available From Wells Fargo

El Paso Community College and Wells Fargo have teamed up to offer you optional added banking convenience with your linked Best Start Card. This program offers you choices – you can choose to open an account and you can choose to link that account to your Best Start Card for banking access. Both optional services are available for your convenience.

For information about the major features and common fees of checking accounts offered through this program, please click on the links below:

- [Everyday Checking Common Fees](#)
- [Preferred Checking Common Fees](#)
- [Portfolio by Wells Fargo Common Fees](#)

See the [Consumer Account Fee and Information Schedule and Consumer Account Agreement](#) for additional consumer account information.

Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.

El Paso Community College receives financial support from Wells Fargo for services associated with the Best Start Card to help offset costs. Students, faculty and staff are not required to open an account with Wells Fargo to receive or use the Best Start Card for other campus services.