

## CAMPUS ATM/PIN-BASED DEBIT CARD AGREEMENT

**THIS AGREEMENT** (herein “Agreement”) is made and entered into effective as of May 1, 2018 (“Effective Date”) by and between the JMIS College, LLC (herein “JMIS”) and Wells Fargo Bank, National Association (herein “Bank”).

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

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

**WHEREAS**, JMIS is a party to this Agreement, on behalf of University, as the designated multi-media rights holder of University and pursuant to a separate written agreement between JMIS and the University (the “JMIS/University Agreement”); and

**WHEREAS**, Bank seeks to establish new account relationships through its affiliation with University, including but not limited to checking accounts with linked TigerOne Cards (each such checking account referred to herein as “TigerOne Card Bank Account”).

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

**1. Term and Options to Extend.** The Term of this Agreement shall commence on May 1, 2018 and shall terminate on June 30, 2024 (“Termination Date”), unless otherwise terminated as provided in Section 25 (the “Term”) or unless both parties elect to renew the Agreement for up to three (3) additional one-year periods. JMIS agrees to give Bank notice by the first day of February 2024 that it desires to extend the Term and upon mutual agreement, the Term shall be extended for a one (1) year period. This extension procedure shall likewise be applicable with respect to the two additional one-year periods. Notwithstanding the foregoing or anything to the contrary in Section 25, upon the final effectiveness of any termination of the Sponsorship Agreement or ATM Agreement other than due to a default thereof by Bank (“Qualifying Termination”), then Bank shall have the right to terminate this Agreement by providing written notice to JMIS within thirty (30) calendar days of such Qualifying Termination.

**2. Grant to Use University Name and Marks.** JMIS hereby grants Bank during the Term a limited, exclusive, non-assignable, non-sublicensable and revocable world-wide license to use,

display, reproduce, and otherwise exploit the University's various logos and other identifying property and marks set forth on Exhibit "A" of this Agreement (collectively, the "University Marks") for the sole purpose of offering and promoting the financial products and services to Eligible University Community Members through the TigerOne Card program. As of the effective Date and throughout the Term, JMIS represents, warrants and covenants to Bank it has the exclusive right to grant such License to the Bank for use as contemplated hereby. All applications of the University Marks by the Bank must conform to Exhibit "A," along with any specifications established by JMIS or the University which specifications may be amended from time to time. Bank will make no other use of the University Marks or any other trademark or tradename owned by or associated with the University without, in each case, JMIS's prior explicit written consent. Bank shall deliver all TigerOne Card designs and all promotional and informational materials prepared by Bank that contain any University Mark to JMIS prior to publication for JMIS's prior written consent which consent shall not be unreasonably withheld or unduly delayed. JMIS also grants Bank authority to use published University TigerOne Card marketing materials as examples for prospective Bank clients or within Bank Campus Card marketing materials. Such examples will only be used if material has been previously used with the public such as printed brochures, flyers, banners and the like. Nothing stated in this Agreement prohibits JMIS from granting to other persons a license to use the University Marks in conjunction with the providing of any other service or product, except for any financial products and services to Eligible University Community Members through the TigerOne Card program, as provided herein.

Bank acknowledges and agrees that University is the owner of the University Marks, that the limited right hereunder to use the University Marks does not confer upon Bank any license or right of ownership of the University Marks, and all use of the University Marks by Bank will inure to the benefit of University. Accordingly, Bank's limited right to the use of the University Marks for any purpose is solely by reason of this Agreement, and Bank shall not raise or cause to be raised any questions concerning, or objections to the validity of, or the right to the use of, the University Marks or the right of the University thereto, on any grounds whatsoever, or file any application for any mark, or obtain or attempt to obtain ownership of a mark or trade name, in any country of the world, which refers to or is confusingly similar to the University Marks or any mark, design or logo intended to identify the University. Upon expiration or termination of this Agreement for any reason, Bank will immediately cease any and all use of the University Marks or any variation of the University Marks on promotional and informational materials prepared by Bank in connection with this Agreement. If JMIS determines that Bank is using or displaying the University Marks in breach of this Agreement or in a manner that will or may dilute the University Marks or tarnish or bring into disrepute the reputation or goodwill associated with the University Marks, JMIS may issue reasonable instructions to Bank concerning the manner, if any, in which Bank may continue to use the University Marks. Bank will promptly comply with JMIS's reasonable instructions or cease the use or display in question.

JMIS does not make, and hereby disclaims, any representations or warranties with respect to the University Marks, or with respect to whether the University Marks infringe the rights of any other party, or with respect to the existence of any state or federal registration of the University Marks or design as a tradename, trademark or mark. If there is any claim against JMIS, University or Bank that the University Marks or any modifications thereof, as authorized by JMIS, infringe the rights of another party, JMIS will, at its own expense, defend Bank's right to use of the University Marks as authorized under this Agreement. In the event any such claim is resolved adversely to JMIS, University or Bank, or in the event JMIS 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 JMIS agrees to indemnify Bank against any expenses Bank incurs in discontinuing use of the marks and adopting use of alternative non-infringing marks, subject to the limitation of liability set forth in Section 19. JMIS further agrees to indemnify Bank against all liabilities Bank incurs to third parties (including, without limitation damage awards obtained by such third parties against Bank), together with Bank's reasonable costs of defending against such liabilities (including reasonable attorney fees), arising from Bank's use of the University Marks, when such usage is in accordance with the terms of this Agreement. Subject to the foregoing, if requested by JMIS or University, Bank agrees to immediately discontinue the use of any University Marks where there has been a claim of infringement and the claim has been resolved adversely to JMIS, University or Bank, or where JMIS agrees to discontinue use of the marks in order to resolve the claim.

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

JMIS 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 JMIS 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, JMIS'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, JMIS will immediately cease any and all use of the Bank Marks or any variation of the Bank Marks on TigerOne Cards issued after the effective date of such expiration or termination. If Bank determines that JMIS is using or displaying the Bank Marks in breach of this Agreement or in a manner that will or may dilute the Bank Marks or tarnish or bring into disrepute the reputation

or goodwill associated with the Bank Marks, Bank may issue reasonable instructions to JMIS concerning the manner, if any, in which JMIS may continue to use the Bank Marks. JMIS will promptly comply with Bank's reasonable instructions or cease the use or display in question.

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, JMIS or University 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 JMIS's and/or University's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank, JMIS or University, 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 JMIS and University against any expenses JMIS and/or University incurs in discontinuing use of the marks and adopting use of alternative noninfringing marks, subject to the limitation of liability set forth in Section 19. Bank further agrees to indemnify JMIS and University against all liabilities JMIS and/or University incurs to third parties (including, without limitation damage awards obtained by such third parties against JMIS and/or University), together with JMIS's and University's reasonable costs of defending against such liabilities (including attorney fees), arising from JMIS's and/or University'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, JMIS 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, JMIS or University, or where Bank agrees to discontinue use of the marks in order to resolve the claim.

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

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

**a. Initial Royalty Payment.**

As a one-time investment for the implementation, promotion and public relations efforts launching the new partnership with the University, Bank will pay \$200,000.00 within thirty (30) days of the commencement of this Agreement and in any event, Bank will make payment to JMIS no later than June 30, 2018.

**b. Account Royalty Payment.**

Bank will pay JMIS for each eligible TigerOne Card Bank Account linked to the TigerOne Card for the purpose of ATM/PIN-based debit functionality and owned by an Eligible University Community Member.

The number of University TigerOne Card Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible TigerOne Card Bank Accounts which have a linked TigerOne Card. Bank will use discrete product and customer identification and will only pay JMIS for one linked TigerOne Card Bank Account per Eligible University Community Member. To be considered for payment, the TigerOne Card Bank Accounts must be in good standing, funded and owned by an Eligible University Community Member at the time annual computation is computed. Bank will determine computation in conjunction with JMIS provided total enrollment of Eligible University Community Members for the applicable academic school year (e.g., enrolled students).

The annual account royalty payment shall be based on the number of eligible TigerOne Card Bank Accounts linked to TigerOne Cards as a percentage of total student enrollments for the academic school year. Eligible checking accounts linked to a TigerOne 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:

<i>Percentage of Student Enrollment Linked to a TigerOne Card Bank Account</i>	<i>Annual Royalty Payment Based on Linked TigerOne Card Bank Accounts</i>
Penetration (% min required)	Annual Royalty \$
0% - 19.9%	\$60,000

20.00%	\$80,000
25.00%	\$100,000
30.00%	\$120,000
35.00%	\$140,000
40.00%	\$160,000
45.00%	\$180,000
50.00%	\$200,000
55.00%	\$220,000
60.00%	\$240,000
65.00%	\$275,000
70.00%	\$300,000
75.00%	\$325,000
80.00%	\$350,000
85.00%	\$375,000
90.00%	\$400,000
95.00%	\$450,000
100.00%	\$500,000

Payments described in this Section 4 shall be deemed paid upon receipt by JMIS at the address indicated herein for receipt of notices pursuant to Section 28.

**Royalty Payment Timeframes.**

**Initial Royalty Payment**

The initial payment to JMIS of \$200,000.00 will be within thirty (30) days of the date the Agreement commences, and in any event, Bank will make payment to JMIS no later than June 30, 2018.

**Annual Royalty Payments**

Bank will not have the opportunity to increase its checking account percentages until the new card program is launched and Bank can open and link checking accounts to the

TigerOne Card for a twelve-month period. Accordingly, payment information is expected as follows:

The first new TigerOne Card is expected to be issued in December 2018

- The account royalty payment will be calculated annually in December to ensure accurate payment has been made to JMIS.
  
- Annual account royalty payments, based on number of linked TigerOne Card Bank Accounts, will be calculated from the reported total enrollment of Eligible University Community Members (e.g., enrolled students) received from JMIS as of the last week of October of the current year's Fall semester and provided to Bank in November.
  
- The annual royalty payment will be made in two payment installments:
  - Payment A to be made in June in the amount of \$30,000 representing 50% of the guaranteed minimum payment amount; and
  - Payment B will be made by February and will in any event, be for no less than the remaining 50% (\$30,000), but which may exceed that amount, pending the final royalty calculation noted above, which is to be performed in December

Please refer to the table below for the full payment schedule:

<b>Contract Year</b>	<b>Amount</b>	<b>Payment Date</b>	<b>Amt. Realized University Fiscal Year</b>
Year 1 A	\$30,000	June 2019	July 1, 2018-June 30, 2019: \$30k
Year 1 B	\$30,000+	Feb. 2020	July 1, 2019-June 30, 2020: \$60k
Year 2 A	\$30,000	June 2020	
Year 2 B	\$30,000+	Feb. 2021	July 1, 2020-June 30, 2021: \$60k
Year 3 A	30,000	June 2021	
Year 3 B	\$30,000+	Feb. 2022	July 1, 2021-June 30, 2022: \$60k
Year 4 A	\$30,000	June 2022	
Year 4 B	\$30,000+	Feb. 2023	July 1, 2022-June 30, 2023: \$60k
Year 5 A	\$30,000	June 2023	
Year 5 B	\$30,000+	Feb. 2024	July 1, 2023-June 30, 2024: \$60k
Year 6 A	\$30,000	June 2024	
<b>Year 6 B</b>	<b>\$30,000+</b>	<b>Feb. 2025</b>	<b>July 1, 2024-June 30, 2025: \$30k</b>

- In the event the Agreement terminates with less than a 12-month period for calculation purposes, the final annual account royalty payment will be prorated accordingly.

Accordingly,

- the initial royalty payment will be paid within thirty (30) days of the date the Agreement commences.
- The annual royalty payment will be made in two payment installments:
  - Payment A to be made in June in the amount of \$30,000
  - Payment B will be made in January and will be for no less than \$30,000
- To complete Payment 2 and subsequent annual payments, the current year Fall Semester total enrollment will be provided to Bank by JMIS in November for account royalty payment calculation to occur in December

**5. TigerOne Card Payments.** Bank will pay up to \$1.00 of the actual cost of the plastic card stock, up to \$5,000.00 annually for each year of the Term, for the TigerOne Card issued to Eligible University Community Members following the launch of the new TigerOne Card during the Term of the Agreement.

Bank will not pay for replacement TigerOne Cards issued to Eligible University Community Members if they are lost or stolen or requested for other purposes. It is at the University's discretion whether to charge Eligible University Community Members for replacement TigerOne Cards.

Recarding

If University chooses, during the first year of the Term of this Agreement, to replace outstanding cards issued pursuant to the prior card program for all existing Eligible University Community Members through a dedicated one-time recarding event, Bank will pay up to \$25,000.00 of the card replacement cost.

Payment Date

Bank will pay JMIS within sixty (60) days of receipt of detailed invoice, indicating number of cards issued by University.

- Such invoice will be provided annually in January, starting January 2020.

**6. TigerOne Card Bank Account.** During the Term, Bank will provide in accordance with this Section 6 a checking account linked to the TigerOne Card for TigerOne 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 \$25.00 by the TigerOne Card holder. Nothing herein prohibits Bank from closing any TigerOne Card Bank Account in accordance with standard deposit account procedures. A "linked" checking account is defined as a TigerOne Card Bank Account which has a TigerOne Card linked to it within the Bank's system, for the purpose of ATM and PIN-based debit purchase functionality.



- a. Some TigerOne Card holders may not be eligible for the TigerOne 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 TigerOne Card holder shall be considered to be a TigerOne Card Bank Account.
- c. Enrolled students may choose the *Wells Fargo Everyday Checking* account, or other product offered by Bank, to which a TigerOne Card may be linked. Faculty and staff may select any checking account or package for which they may be eligible to which a TigerOne Card may be linked.
- d. The TigerOne 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 6 of this Agreement.
- e. The TigerOne 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 a TigerOne Card Bank Account.
- f. During the Term, should University 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 University students by direct deposit to student's TigerOne 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.
- g. Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with a customized URL residing on the University website, dedicated to the TigerOne Card and the TigerOne Card holders, using a design and functionality subject to the approval of JMIS, 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 JMIS to provide any required approval. The website shall provide information as mutually agreed by JMIS and Bank, which may include the following features:
  - i Information about various account offerings for TigerOne 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. JMIS 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 TigerOne Card Bank Accounts that it makes generally to its non- TigerOne Card Bank Accounts.

**7. TigerOne Card Bank Account Opening.** The TigerOne Card Bank Accounts may be opened by Bank using Bank personnel anywhere permitted by applicable law and regulations; provided however, that University shall have the right to determine where, on the University'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 TigerOne Card Bank Account applications from TigerOne Card holders. Bank may accept deposits to Card Bank Accounts anywhere and by any means permitted by law, including without limitation Bank's offices, mobile branches and messengers, and automated teller machines ("ATMs") or other electronic means of accepting deposits.

Bank shall be responsible for obtaining information from the TigerOne Card holder in connection with the TigerOne Card Bank Account opening. JMIS will not have authority or responsibility to open any accounts or accept any deposits on behalf of Bank.

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

**8. New TigerOne Card Design and Specifications.** The TigerOne Card that can be optionally linked to a TigerOne Card Bank Account shall conform to the following specifications. The front side of the TigerOne Card will include the University Mark and design mutually selected by the parties to differentiate the new card from previous TigerOne Cards and other CR80 size cards. The front side shall have these minimum requirements:

- i an electronically stored photo of the TigerOne Card holder,
- ii the TigerOne Card holder's relationship to University (faculty, staff, student), and
- iii the TigerOne Card holder's first name or preferred first name if changed by the cardholder, and last name.

The reverse side of the new TigerOne Card shall have these minimum requirements:

- i One dedicated magnetic two-track strip encoded to conform with ISO 7812 and 7813 Standards, with the new 16-digit ISO number encoded in track two for banking use,
- ii A second mag strip (two- or three-track) for dedicated campus access use,
- iii Wells Fargo logo,
- iv the appropriate ATM network “bugs” as follows:  
Plus: 15mm wide X 8.25mm high,
- v Visa required language:  
“ATM and purchase capability requires a linked deposit account.” This copy must appear:
  - Near the Plus Mark
  - In at least 4-point Helvetica type font, and
- vi Instructions for reporting lost or stolen cards
- vii The Wells Fargo Customer Service 800# and url to main site (wellsfargo.com)

Other card design details to be provided as part of the implementation process.

The new TigerOne Card shall have this minimum requirement:

- i 16 digit ISO number dedicated for banking use printed on the card, in a mutually agreed upon location.
- ii The Wells Fargo logo to be placed in a mutually agreed upon location.

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

University shall be responsible for any costs associated with the new design of the TigerOne Card. While JMIS shall cooperate with Bank to create a TigerOne Card design with the intention of maximizing market potential and having an otherwise attractive appearance, JMIS shall retain the right to disapprove Bank’s design when it finds the design to adversely impact the professional image or reputation of University or to be otherwise disadvantageous to University. Notwithstanding anything in this Agreement to the contrary, any provision contained in this Agreement regarding the design and/or specifications of the TigerOne Card shall be subject to approval by Bank, any applicable card association rules and regulations (such as, without limitation, Visa, MasterCard and/or ATM networks) and subject to any other applicable law, rules or orders. No additional marks or logos shall be placed on the Card without prior Bank approval.

The parties acknowledge that, pursuant to the side letter agreement between JMIS, Bank and University attached hereto as Exhibit D (the “Letter Agreement”), University has agreed that (i) in the event the University elects to change the campus card name (and logo if applicable) during the Term of this Agreement, it is University’s responsibility to conduct a trademark/service mark search of the new campus card name (and logo if applicable); (ii) Bank

will assist University at University's expense with an initial trademark/service mark search if requested by University.

**9. Conversion to and Issuance of New Cards.** Eligible University Community Members will receive the University TigerOne Card with the capability to access Bank financial services. In order to achieve timely conversion and issuance of the new TigerOne Card, JMIS shall, and shall cause University to, as soon as is practical following the Effective Date of this Agreement, cooperate with Bank to market the TigerOne Card. Bank and JMIS will work together through mutually agreed upon communication methods including without limitation communications that JMIS and University will initiate such as email, campus newspaper, orientation and acceptance mailings, etc. for the purposes of educating Eligible University Community Members about the new TigerOne Card program with optional PIN-based debit functionality and marketing the same. Bank, JMIS and University shall engage in the following activities and take such other measures as are reasonably calculated and necessary to achieve first issuance of the new TigerOne Card to all Eligible University Community Members in December 2018.

<b>Step</b>	<b>Description of Activity</b>	<b>Approximate Time</b>
1	Agreement Executed	
2	ISO Number registered by university/college and available for use with ID Card	30 days
3	Submit and Process Network Applications	60 days (from date of submission following completion of Step 2)
4	Card Layout, Content and Design Approval Process	60-90 days (from completion of Step 2)
5	Production and delivery of Card Plastics	60-90 days (from completion of Step 4)
6	ATM and Debit Network Setup, Scheduling and Loading of ISO	15 days (from completion of Step 3)
7	Card Testing	15-30 days (from completion of Steps 5 and 6)
8	Marketing Plan Development	90-120 days
9	Program Performance Reporting	60 days (post card-live date)
	<b>Total Time to linked TigerOne Card Card Activation</b>	<b>120-180 days estimated</b>

Within ten (10) days of the execution of this Agreement, JMIS and/ or University will furnish the card stock vendor information to Bank for verifying that the vendor's card product will meet industry card production standards.

Eligible University Community Members who receive the TigerOne Card can open a Bank checking account through a Bank representative on campus during the enrollment period or visit the local Bank store. The Eligible University Community Member will need to present the

TigerOne Card at account opening so that it can be linked in Bank's system to be eligible for ATM/PIN-based debit functionality.

For TigerOne Card holders who already have a Bank checking account available for linking to their TigerOne Card, once the TigerOne Card is encoded with the appropriate 16-digit card number and upon TigerOne Card holder's request, Bank will enter the number into Bank's system and link such number to corresponding checking account.

University will have the right to issue replacement TigerOne Cards in accordance with the terms of this Agreement to TigerOne Card holders, whether or not they have a TigerOne Card Bank Account, provided University confirms that the original TigerOne Card has been duly reported as lost or stolen to Bank by the TigerOne Card holder.

**10. Post-conversion Changes to the TigerOne Card.** Bank acknowledges that, pursuant to the Letter Agreement, University has reserved the right to make alterations within a mutually agreed upon time to the TigerOne Card program which may require re-issuance of cards, in which case University 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. Further, University has agreed that said changes will not diminish the financial services provided by Bank through the TigerOne Card program and will notify Bank of proposed alterations within a reasonable time prior to making the alterations.

**11. Matters Relating to Lost or Stolen Cards; Fraudulent Use.** Should a TigerOne Card be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the TigerOne Card's capability for processing transactions through the TigerOne Card Bank Account. Bank shall provide TigerOne Card holders, without cost to JMIS or University, a toll-free phone number for the purposes of notifying the Bank of lost and stolen TigerOne 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 linked TigerOne 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 customers located in the state of South Carolina.

**12. Persons No Longer Eligible University Community Members.** Should an individual due to an interruption in an educational program, a separation from employment, or for any other reason cease to qualify for University provided identification benefits of the TigerOne Card, University shall in accordance with such policies and procedures as it may establish, terminate the functionality of the TigerOne Card and its University identification benefits. However,

neither JMIS nor University shall be required to collect the TigerOne Card. Bank may or may not discontinue the services of the TigerOne Card Bank Account of any individual no longer qualifying as an Eligible University Community Member.

**13. Disposition of Cards Upon Termination.** Upon the termination or expiration of this Agreement for any reason, outstanding TigerOne Cards actively serving as University's multi-function identification card and displaying the Bank Marks may or may not be replaced by University, at the University's sole discretion. Such outstanding TigerOne Cards may continue to serve as a University identification card with such University benefits as University may choose, for so long as University 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 TigerOne Card Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the TigerOne 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 TigerOne Card program described in this Agreement, including but not limited providing such information in such format as is reasonably requested and needed by the parties to accomplish the transition.

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

**15. Vendor Support.** Bank plans to continue its membership in various ATM network associations, POS network associations, and card associations, or any such successor organizations. Neither JMIS nor University has any responsibility for, and no relationship with, third party vendors accepting the TigerOne Card for ATM, PIN-based debit TigerOne Card transactions as a result of this Agreement.

**16. Compliance with Applicable Law and Regulations.** The parties hereto agree to comply with all federal, state and local law to the extent that it is applicable to the performance of this Agreement including all laws and regulations related to the providers of the financial services offered by 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. For purposes of this Agreement, University will be considered the "issuer" of the TigerOne Card used as the University ID card, except to the extent the TigerOne Card is used to perform electronic funds transfers to or from any TigerOne Card Bank Account, in which case Bank will be considered the "issuer." Bank will not be responsible to University or any TigerOne Card holder for any liability arising from University's "issuer" responsibilities. Bank will be considered the "issuer" of the TigerOne Card as it pertains to electronic funds transfers to or from any TigerOne Card Bank Account and to the performance of any other financial transactions involving a TigerOne Card Bank Account. Bank will be responsible to the TigerOne Card holder for any unauthorized or erroneous transaction involving the TigerOne Card Bank Account to the extent provided for under federal Regulation E (12 C.F.R. 1005.1, et seq.), to the extent applicable. University will

not be responsible to Bank or to any TigerOne Card holder for any liability arising from Bank's issuer responsibilities or for losses to any TigerOne Card Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a TigerOne Card Bank Account caused by University. The parties acknowledge that pursuant to the Letter Agreement and in connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other University disbursements into the TigerOne Card Bank Accounts, if any, University has agreed to comply with all applicable laws and regulations.

**17. Marketing.** Bank and JMIS (with the University) shall fully cooperate and shall work in conjunction to promote the TigerOne Card program through various marketing efforts. Both Bank and JMIS 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, JMIS (with the University) will promote services provided under this Agreement to Eligible University Community Members through various communication channels available to JMIS and University. JMIS will provide Bank with the opportunity to provide information about the Bank financial services associated with the TigerOne Card program to University Cardholders and new incoming University students through various methods, which may include without limitation emails, acceptance and orientation packets, letters, flyers and inserts. JMIS and Bank will mutually agree upon direct mail and email communication strategies, and JMIS will send these communications on Bank's behalf. JMIS agrees that such marketing materials will include both the Bank Marks and University Marks. JMIS will provide Bank with the opportunity to include inserts funded by Bank in University mailings to University Cardholders and new incoming University students. All mailings shall be mutually agreed on and where appropriate approved by JMIS, the applicable University department and Bank. In addition, JMIS will communicate, or will cause University to communicate, during orientation the University TigerOne Card program and associated Bank financial services to all parents/guardians and students. The University TigerOne Card program and associated Bank financial services will be communicated as the students are issued their identification card. As mutually agreed, Bank will actively participate in student orientations at no additional cost to Bank including but not limited to the presence of Bank representatives and presentations at the orientations. JMIS agrees to cooperate with Bank exclusively in the expansion of financial services available to current and future TigerOne Card holders including but not limited to the above marketing efforts and "tabling" on campus.

**Marketing Budget.** Bank will provide the marketing services function for marketing and promotion of the TigerOne Card program. Bank estimates that its annual marketing budget for the promotion of the TigerOne Card Campus Card project will be approximately \$15,000.00 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 TigerOne Card and the benefits of linking it to a TigerOne Card Bank Account.

**18. 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, in accordance with Bank operating guidelines. Bank shall also obtain and keep in force workers' compensation insurance to the extent required by law and furnish proof of such to JMIS 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. Upon JMIS's request, Bank shall furnish JMIS with certificates of insurance evidencing its compliance with the provisions of this section.

JMIS represents and warrants that at all times during the Term, JMIS shall carry commercial general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, with a minimum combined single limit for each occurrence of at least One Million Dollars (\$1,000,000.00) with a general aggregate of Two Million Dollars (\$2,000,000.00). Upon Bank's request, JMIS shall furnish Bank with certificates of insurance evidencing its compliance with the provisions of this section.

Pursuant to the Letter Agreement, the University has represented and warranted that at all times during the Term, the University shall maintain through the State Insurance Reserve Fund such comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, as required by law and in accordance with its operating guidelines. During business hours following reasonable request, University shall allow Bank to review such documents as are available pursuant to Public Records Laws to verify the existence and funding supporting said self-insurance program.

**19. Liability.** Bank will exercise reasonable care in providing electronic funds transfer services and other services to TigerOne 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 JMIS or University 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 TigerOne 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 TigerOne Cards, TigerOne 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.

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

**21. Examinations and Audit.** The parties acknowledge, and University has agreed in the Letter Agreement, that except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its TigerOne Card Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and/or its regulators. In addition, University has agreed to provide Bank or its duly authorized representatives with reasonable access to University's records for the purpose of enabling Bank to confirm University's compliance with the terms of this Agreement. University has agreed that all such records may be audited by Bank or its designated representative(s) at any time during

University's regular working hours upon reasonable notice. The parties acknowledge that no such records shall be shared with, or maintained by, JMIS. Except to the extent applicable law prohibits such, Bank will provide University or its respective duly authorized representatives with reasonable access to Bank's records for the purpose of enabling University to confirm Bank's compliance with the terms of this Agreement. All such records may be audited by University or its respective designated representative(s) at any time during Bank's regular working hours upon reasonable notice. Each party may require persons obtaining access to its records under this Section 21, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 23.

**22. Exclusivity.** During the term of this Agreement, University has agreed pursuant to the Letter Agreement that it will not cause or authorize any University 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 TigerOne Card holders from using TigerOne Cards as stored value cards, declining balance cards or smart cards. In addition, during the Term of this Agreement, University and JMIS will give Bank exclusive access to market the TigerOne Card program and non-exclusive access to market all eligible financial services offered by Bank to Eligible University Community Members including the marketing efforts indicated in Section 17.

**23. Confidentiality.** University and/or JMIS 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 JMIS and/or University deem proprietary or confidential pursuant to the law or University and/or JMIS 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 TigerOne Card Bank Account application data and TigerOne Card 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 JMIS or the University and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify JMIS and the University, 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 JMIS or the University or (ii) unauthorized disclosure, misuse, alteration or other compromise of that customer information.

In addition, Bank's customer lists, including names of Eligible University Community Members who are TigerOne Card holders and who have TigerOne Card Bank Accounts, are Bank's Confidential Information, for which Bank retains exclusive ownership and right during the Term. Therefore, although neither JMIS nor University is precluded from using or disclosing the names of its students, faculty members, staff members or other Eligible University Community Members for any purpose it deems appropriate, JMIS and University would be precluded from using a list comprised of TigerOne Card holders who have obtained TigerOne Card Bank

Accounts from Bank if such use was for a purpose prohibited by this Section 23; provided, however, that neither JMIS nor University will 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 University Confidential Information for so long as: (i) is required by law; or (ii) as may be consistent with its normal business practices not to exceed five years, unless otherwise required by law.

**24. Equipment.** University is responsible for providing at its cost any equipment and systems programming necessary to implement the new TigerOne Card program. Bank is responsible for providing any additional needed data lines and installation at its cost.

**25. Termination.**

- a. This Agreement may be terminated by either party (the “Non-Defaulting Party”) upon notice to the other party (the “Defaulting Party”) upon the Defaulting Party’s material breach of any provision of this Agreement and failure to cure the breach within 60 days after written notice describing the breach and the action necessary to cure the breach is given by the Non-Defaulting Party to the Defaulting Party. In the event the Defaulting Party is in good faith unable to cure such material breach within 60 days, it shall commence the cure in a commercially reasonable manner and notify the Non-Defaulting Party of the anticipated cure date which in no event shall be later than 120 days from the material breach.
- b. This Agreement may be terminated by either party without notice to the other party in the event a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed by the other party, a petition in bankruptcy (or similar law providing for the adjustment of debts, debt reorganization or liquidation of the party) is filed against the other party and is not dismissed within sixty (60) days, or a conservator or receiver is appointed for the other party or for all or a substantial portion of its assets.
- c. This Agreement may be terminated by either party at any time if: (i) the operation of the TigerOne Card program has or threatens to have a material adverse financial impact on Bank, JMIS or University due to a change in applicable law, regulation, rule or policy applicable to Bank, JMIS or University or the use of one or more of the TigerOne Cards in

a fraudulent manner or in a way which does not permit Bank, JMIS or University to recover funds from the user(s) of the TigerOne Card(s); or (ii) Bank is notified by a regulatory agency, or otherwise becomes aware, that any aspect of the TigerOne Card program does not comply with any applicable law, regulation, rule or policy applicable to Bank, JMIS or University.

- d. Pursuant to the Letter Agreement, University may direct JMIS to terminate this Agreement upon sixty (60) days' prior written notice to Bank in the event: (i) University receives excessive complaints from students regarding their TigerOne Card Bank Accounts and Bank and University are not able to reach an agreement as to how to resolve such complaints; or (ii) University determines, based on its reasonable due diligence, that the fees imposed by Bank on TigerOne Card Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial accounts, and such determination by University is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.
- e. In the event JMIS terminates the Agreement prior to the Termination Date for any reason other than those stated in subsections a, b, c, or d, or if Bank terminates pursuant to subsection a, b or c, of this Section 25, JMIS shall repay to Bank a percentage of the Initial Royalty Payment described in Section 4.a. of this Agreement. The percentage to be repaid by JMIS shall be calculated as follows:

Agreement Terminated:	Percentage of Initial Royalty Payment to be Repaid
During the first year of the Term	100%
During the second year of the Term	75%
During the third year of the Term	50%
During the fourth year of the Term	33%
During the last year of the Term	0%

**26. Assignment.** This Agreement may not be assigned by either party in whole or in part, other than by operation of law, without in each event the other party's prior written consent; provided, however, that JMIS may assign this Agreement to any successor rights holder in the event that the multi-media and marketing agreement between JMIS and University is terminated, subject to Bank's prior written consent which may be withheld at Bank's sole discretion. Any such permitted assignment will not, in any event, release the party from its obligations hereunder. Written consent will not be required for transfers resulting from corporate reorganization, consolidation or name change.

**27. Subcontractors.** Each party is responsible for the actions of its respective subcontractors used to perform pursuant to this Agreement. The party seeking to engage a third party to perform any material obligation under this Agreement must obtain the advance written consent of the other party. The party intending to use a subcontractor as described herein shall include in the agreement with such subcontractor an acknowledgment that such subcontractor is subject to the applicable terms and conditions of this Agreement. No contractual relationship shall exist between any Bank subcontractor and University or JMIS unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, JMIS acknowledges that certain TigerOne 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, entities affiliated with Bank or owned or controlled by entities affiliated with Bank, or vendors who provide certain card services and in such cases, no written consent or separate written contract shall be required for arrangements made with such entities.

**28. 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:

Justin Hawkins  
Region Bank President  
Wells Fargo Bank  
15 South Main St  
Greenville, SC 29601

If to JMIS:

c/o Clemson Sports & Campus Marketing  
Attn: Scott Morris  
2 W. Washington St., Ste. 300  
Greenville, SC 29601

With a copy to:

Dinsmore & Shohl LLP  
Attn: Jason B. Sims  
Lexington Financial Center  
250 West Main Street, Suite 1400  
Lexington, KY 40507

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

**30. Governing Law.** The laws of the State of South Carolina 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 University Community Member regarding a TigerOne Card Bank Account.

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

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

**33. Entire Agreement.** Except as expressly provided herein, this Agreement 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, JMIS and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement. The parties agree that University is intended to be, and shall have the rights of, a third party beneficiary of this Agreement.

**34. Information System General Security.**

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

- b. With regard to any computer system owned, controlled, or used by University or any agent or subcontractor of University, 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, University 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 University receives notice of such policies, procedures, and standards, and any relevant changes.
- c. In addition, University agrees: (i) not to alter any hardware or software security residing on any Bank's computer system and/or network; and (ii) not to allow unauthorized traffic to pass into Bank's networks. In addition to any other rights Bank may have under this Agreement, Bank may terminate an unauthorized access.

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

**36. License to Establish Link to Bank Web Site.** University may choose to use the Bank "red box" logo on the University Internet web site as a link to Bank's Internet web site at [wellsfargo.com](http://wellsfargo.com) and has requested Bank's consent.

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

JMIS acknowledges that Bank may terminate the above right to link and the right to use the Logo if the content or structure of the University web pages and/or web site changes unless within ten (10) calendar days after receiving written notice of termination from Bank to JMIS, University removes the materials to which Bank objects or revises the University 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, the University has agreed pursuant to the Letter Agreement to remove the link from the University web page to the Bank web page and cease all use of the Logo within ten (10) calendar days of receiving notice.

JMIS agrees and University has, pursuant to the Letter Agreement, agreed that they will not use any Logo design except the camera-ready or downloadable Logo design provided to JMIS



and/or University by Bank for purposes of the University Internet web site. Pursuant to the Letter Agreement, University has agreed that all products and/or services offered by University on its web site in the future shall be of a nature and quality commensurate with the nature and quality of its current products and/or services. Bank may monitor the use of the Logo on the University web site. The parties acknowledge, and University has agreed in the Letter Agreement, that (i) any University web page featuring banking information must be accompanied by required banking disclosures, including, but not limited to “Wells Fargo Bank, N.A., Member FDIC,” and (ii) University shall deliver all web pages that reference Bank and/or contain the Logo to Bank prior to publication for Bank’s consent.

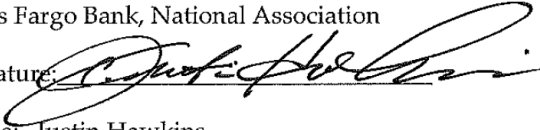
This license to use Logo shall be royalty-free. This license to use Logo and any and all rights granted hereunder are personal in nature to University and JMIS, are non-transferable by University or JMIS, do not convey any sublicensing rights to University or JMIS, and shall not inure to the benefit of any successor in interest of University or JMIS. 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 University or JMIS are reserved to Bank.

**37. Student Loan Representation and Warranty.** JMIS and Bank represent and warrant to one another that the pricing and other terms and conditions for the services provided under the Agreement are unrelated to whether the University refers student loans to Bank and to the amount of any such referrals. The parties further represent and warrant that royalty or other payments made by Bank to JMIS in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

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

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

Wells Fargo Bank, National Association

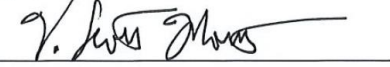
Signature: 

Name: Justin Hawkins

Title: Region Bank President

Date: 06/11/2019

JMIS College, LLC

Signature: 

Name: V. Scott Morris

Title: President, Clemson Sports & Campus Marketing

Date: 06/01/2018

EXHIBIT A  
UNIVERSITY MARKS



**EXHIBIT B**  
**BANK MARKS**



(Black box with white letters)



(Red box with gold letters)



(Red box with shading)



(White box with black letters)

**EXHIBIT C**

**JMIS TAXPAYER IDENTIFICATION NUMBER**

**EXHIBIT D**  
**LETTER AGREEMENT**