

**UNIVERSITY OF FLORIDA / WELLS FARGO, N.A.
GATOR 1 CARD SERVICES AGREEMENT**

THIS AGREEMENT (herein “Agreement”) is made and entered into effective July 1, 2020 (“Effective Date”) by and between the University of Florida Board of Trustees, a public body corporate of the State of Florida (herein “University”) and Wells Fargo Bank, National Association (herein “Bank”).

WHEREAS, University offers a multi-purpose identification card (“Gator 1 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 Gator 1 Card, all as more particularly described herein; and

WHEREAS, Bank seeks to establish new account relationships through its affiliation with University, including but not limited to checking accounts with linked Gator 1 Card’s (each such checking account referred to herein as “Gator 1 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 July 1, 2020 or as of the date indicated by the last to sign as of the time this Agreement is fully executed as shown on the signature page and shall terminate on June 30, 2025 (“Termination Date”), unless otherwise terminated as provided in Section 26 (the “Term”) or unless both parties elect to renew the Agreement for up to one (1) additional five (5)-year period. University agrees to give Bank notice by the first day of April 2025 that it desires to extend the Term and upon mutual agreement, the Term shall be extended for a five (5)-year period.

2. Grant to Use University Name and Marks. University 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 “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 Gator 1 Card program. All applications of the University Marks by the Bank must conform to Exhibit “A,” along with any specifications established by 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 University without, in each case, University’s prior explicit written consent. Bank shall deliver all Gator 1 Card designs and all promotional and informational materials prepared by Bank that contain any University Mark to University prior to publication for University’s prior written consent which consent shall not be unreasonably withheld or unduly delayed. University also grants Bank authority to use published Gator 1 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.

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 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 thereof on promotional and informational materials prepared by Bank in connection with this Agreement.

University 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 on 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 University or Bank that the University Marks or any modifications thereof, as authorized by University, infringe the rights of another party, University 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 University or Bank, or in the event University 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 University 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 20. University 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 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 University or Bank, or where University agrees to discontinue use of the marks in order to resolve the claim. The University's indemnification obligations hereunder shall be subject to the limits of liability afforded to University by Florida Statute section 768.28.

3. Grant to Use Bank Name and Marks. Bank hereby grants University during the Term a non-exclusive right and license to use the marks set forth in Exhibit "B" of this Agreement (collectively, the "Bank Marks") on all Gator 1 Cards linked to a Gator 1 Card Bank Account and all promotional and informational materials prepared by University in connection with the Gator 1 Card under this Agreement. University will make no other use of Bank Marks without Bank's prior written consent. University agrees that all products and/or services offered in connection with the Gator 1 Card program shall be of a nature and quality commensurate with the nature and quality of the University's Gator 1 Card program. University shall deliver all Gator 1 Card designs and all promotional and informational materials prepared by University that contain any Bank Mark to Bank prior to publication for Bank's prior written consent.

University 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 University 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, University'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, University will immediately cease any and all use of the Bank Marks or any variation of the Bank Marks on Gator 1 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 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 University's right to use of the marks as authorized under this Agreement. In the event any such claim is resolved adversely to Bank 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 University against any expenses University 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 20. Bank further agrees to indemnify University against all liabilities University incurs to third parties (including, without limitation damage awards obtained by such third parties against University), together with University's reasonable costs of defending against such liabilities (including attorney fees), arising from 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, University 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 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 Gator 1 Cards issued or reissued after notice of the change is given to University. University shall be permitted to issue Gator 1 Cards using stock which is already on order with the supplier as of the time Bank notifies University of desired changes without regard to the lapse of time between ordering and receipt of the card stock, provided that University determines that such use is needed to permit its Gator 1 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 University, Bank shall pay all of University's costs related to such changes. University shall have no obligation to reissue Gator 1 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 University. In consideration of the license and grant of rights from University given to Bank and more particularly described in the balance of this Agreement, Bank will make royalty payments to University as follows:

- a. Initial Royalty Payment. Bank will pay \$150,000 within sixty (60) days of the Execution date of the Agreement, upon the receipt of an invoice delivered to Wells Fargo. Bank will pay an additional one-time payment of \$150,000 within sixty (60) days of the execution of an amendment renewing this Agreement.
- b. Account Royalty Payment. Following the execution of this Agreement and annually thereafter for the remainder of the term, for a total of five (5) annual payments, Bank will remit a fixed sum in the amount of \$350,000 for the rights associated with Section 2 and in support of University's general operational support as determined by University (hereinafter, "Annual Payment") upon the receipt of an invoice delivered to Wells Fargo starting on October 1, 2021 to be paid within 60 days.
- c. Account Royalty Payments at End of Initial Term. For year six, and each of the subsequent years following an extension of the Term, Bank will pay University a fixed sum of \$350,000.
- d. Payments described in this Section 4 shall be deemed paid upon receipt by University at the address indicated herein for receipt of notices pursuant to Section 29.

Payment Schedule		
Contract Execution Signing Bonus	One-time = \$150,000	Within 60 days of execution
Payment 1 2020-2021	\$350,000.00	10/1/2021
Payment 2 2021-2022	\$350,000.00	10/1/2022
Payment 3 2022-2023	\$350,000.00	10/1/2023
Payment 4 2023-2024	\$350,000.00	10/1/2024
Payment 5 2024-2025	\$350,000.00	10/1/2025
Contract Execution Renewal Signing Bonus	One-time = \$150,000	Within 60 days of execution
Payment 6 2025-2026	\$350,000.00	10/1/2026
Payment 5 2026-2027	\$350,000.00	10/1/2027
Payment 5 2027-2028	\$350,000.00	10/1/2028
Payment 5 2028-2029	\$350,000.00	10/1/2029
Payment 5 2029-2030	\$350,000.00	10/1/2030

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.

5. [Reserved].

6. Gator 1 Card Bank Account. During the Term, Bank will provide in accordance with this Section 6 a checking account linked to the Gator 1 Card for Gator 1 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 by the Gator 1 Card holder. Nothing herein prohibits Bank from closing any Gator 1 Card Bank Account in accordance with standard deposit account procedures. A “linked” checking account is defined as a Gator 1 Card Bank Account which has a Gator 1 Card linked to it within the Bank’s system, for the purpose of ATM and PIN-based debit purchase functionality.

- a. Some Gator 1 Card holders may not be eligible for the Gator 1 Card 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 Gator 1 Card holder shall be considered to be a Gator 1 Card Bank Account.
- c. Enrolled students may choose the *Wells Fargo Everyday Checking* account, or other product offered by Bank, to which a Gator 1 Card may be linked. Faculty and staff may select any checking account or package for which they may be eligible to which a Gator 1 Card may be linked.
- d. The Gator 1 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 Gator 1 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 Gator 1 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 Gator 1 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 continue to 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 Gator 1 Card and the Gator 1 Card holders, using a design and functionality subject to the approval of the University, 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 University to provide any required approval. The website shall provide information as mutually agreed by University and Bank, which may include the following features:
 - i Information about various account offerings for Gator 1 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. University 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 Gator 1 Card Bank Accounts that it makes generally to its non-Gator 1 Card Bank Accounts.

7. Gator 1 Card Bank Account Opening. The Gator 1 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 Gator 1 Card Bank Account applications from Gator 1 Card holders. Bank may accept deposits to Gator 1 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 Gator 1 Card holder in connection with the Gator 1 Card Bank Account opening. University 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 Gator 1 Card Bank Account. Bank personnel shall provide support for the implementation of the financial services associated with the Gator 1 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 Gator 1 Card Bank Account services during peak activity times, such as the initial re-carding process and first year student orientations.

8. Gator 1 Card Design and Specifications. The Gator 1 Card that can be linked to a Gator 1 Card Bank Account shall conform to the following specifications. Attached hereto as Exhibit C is a reproduction of the Gator 1 Card presently in use and which has been historically substantially similar.

In the event that University proposes to materially change the appearance of the front side of the Gator 1 Card from that depicted in Exhibit C, the University will consult with Bank with respect to the proposed change or changes, but University retains the right to finally approve any changes to the front side of the Gator 1 Card.

As of the Effective Date, the front side shall have these minimum requirements:

- i an electronically stored photo of the Gator 1 Card holder
- ii the Gator 1 Card holder's relationship to University (e.g., faculty, staff, student)
- iii the Gator 1 Card holder's first and last name

Subject to the mutual approval of University and Bank, which shall under no circumstances be unreasonably withheld or delayed, in the event that University proposes to materially change the appearance of the back side of the Gator 1 Card from that depicted in Exhibit C, University will comply with any applicable card association rules or regulations (such as, without limitation, Visa, MasterCard, and/or ATM networks), as well as any other applicable law, rules, or orders, as may be required with respect to the proposed change or changes, but University retains the right to request any changes to the Gator 1 Card. Notwithstanding the foregoing, no additional Bank marks or Bank logos proposed by University shall be placed on the Card without prior Bank approval.

As of the Effective Date, the back side of the Gator 1 Card shall have these minimum requirements:

- i magnetic strip (two- or three- track) encoded to conform with ISO 7812 and 7813 Standards, with a 16-digit ISO number encoded in track two for banking use
- ii 16-digit ISO number printed on the card
- 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
- vi instructions for reporting lost or stolen cards

The Gator 1 Card will include such design and functionality as is necessary to provide reasonably such University benefits as University may deem appropriate, such as access capability to University facilities and University provided financial services. From time to time, at the request of either party, the parties may discuss and, by mutual agreement, accept proposals to change the minimum requirements described herein, including the number of and content encoded in the magnetic strips on the back side of the Gator 1 Card, so long as such proposed changes do not unreasonably affect the design or functionality of the cards or decrease the benefit afforded to either party.

It is the University's responsibility to conduct a trademark/service mark search of the new campus card name (and logo if applicable). Bank will assist University at University's expense with an initial trademark/service mark search if requested by University. University agrees to indemnify and hold Bank harmless against all claims, liabilities and judgments Bank may incur to third parties in the event that the trademark/service mark search is not conducted or if such search indicates a possible trademark/service mark infringement and University elects to use the name or card design. The University's indemnification obligations hereunder shall be subject to the limits of liability afforded to University by Florida Statute section 768.28.

9. [Reserved].

10. Changes to the Gator 1 Card. University reserves the right to make alterations within a mutually agreed upon time to the Gator 1 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. University agrees that said changes will not diminish the financial services provided by Bank through the Gator 1 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 Gator 1 Card be lost or stolen, the Bank shall provide for a system to immediately disable, upon notification of the loss or theft, the Gator 1 Card's capability for processing transactions through the Gator 1 Card Bank Account. Bank shall provide Gator 1 Card holders, without cost to the University, a toll-free phone number for the purpose of notifying the Bank of lost and stolen Gator 1 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 Gator 1 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 Florida.

12. Persons No Longer Eligible University Community Members. Should an individual due to an interruption in an educational program, a separation from employment, or for any other reason cease to qualify for University provided identification benefits of the Gator 1 Card, University shall in accordance with such policies and procedures as it may establish, terminate the functionality of the Gator 1 Card and its University identification benefits. However, University shall not be required to collect the Gator 1 Card; nor shall the Gator 1 Card holder be required to forfeit the Gator 1 Card. Bank may or may not discontinue the services of the Gator 1 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 Gator 1 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 Gator 1 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 Gator 1 Card Bank Accounts and shall use reasonable efforts to transfer access to the accounts from the Gator 1 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 Gator 1 Card program described in this Agreement, including but not limited to providing such information in such format as is reasonably requested and needed by the parties to accomplish the transition.

14. ISO Number Ownership. As of the Effective Date, and through at least April 30, 2021, though not to exceed June 30, 2021, Bank will continue to provide the ISO numbers associated with the Gator 1 Cards and produce the physical cards issued pursuant to previous agreements between the Parties, so long as Bank is in possession of adequate card stock to meet University's needs. Effective as of the earlier of May 1, 2021, or upon the exhaustion of Bank's card stock supply, and in any event no later than July 1, 2021 (the "Transition Date"), University will provide the ISO numbers associated with the Gator 1 Cards issued pursuant to this Agreement, and shall be deemed to own the ISO numbers associated with the Gator 1 Cards issued pursuant to previous agreements between the Parties, and will produce and distribute the Gator 1 Cards issued after the Transition Date.

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. University has no responsibility for, and no relationship with, third party vendors accepting the Gator 1 Card for ATM, PIN-based debit Gator 1 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 laws 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 Gator 1 Card used as the University ID card, except to the extent the Gator 1 Card is used to perform electronic funds transfers to or from any Gator 1 Card Bank Account, in which case Bank will be considered the “issuer.” Bank will not be responsible to University or any Gator 1 Card holder for any liability arising from University’s “issuer” responsibilities. Bank will be considered the “issuer” of the Gator 1 Card as it pertains to electronic funds transfers to or from any Gator 1 Card Bank Account and to the performance of any other financial transactions involving a Gator 1 Card Bank Account. Bank will be responsible to the Gator 1 Card holder for any unauthorized or erroneous transaction involving the Gator 1 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 Gator 1 Card holder for any liability arising from Bank’s issuer responsibilities or for losses to any Gator 1 Card Bank Account; provided however, that nothing herein will exonerate University from any unauthorized or erroneous transactions or losses involving a Gator 1 Card Bank Account caused by University. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid or other University disbursements into the Gator 1 Card Bank Accounts, if any, University will comply with all applicable laws and regulations.

17. Marketing. Bank and University shall fully cooperate and shall work in conjunction to promote the Gator 1 Card program through various marketing efforts. Both Bank and University 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, University will promote services provided under this Agreement to Eligible University Community Members through various communication channels available to University. University will provide Bank with the opportunity to provide information in person or virtually about the Bank financial services associated with the Gator 1 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, and via phone calls or other electronic communication channels, as permitted by applicable laws and regulations. To accomplish this, the University may disclose “directory information,” as defined by, and in accordance with, the Family Educational Rights and Privacy Act and applicable state privacy laws, of Eligible University Community Members with the Bank for any purpose under this Agreement, including for the promotional efforts contemplated in this Section 17. University and Bank will mutually agree upon direct mail, email, and other communication strategies, and University will send the direct mail and email communications on Bank’s behalf. University agrees that such marketing materials will include both the Bank Marks and University Marks. University 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 the applicable University department and Bank. In addition, University will communicate during orientation in person and virtually the University Gator 1 Card program and associated Bank financial services to all parents/guardians and students. The University Gator 1 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 person and virtually in student orientations at no additional cost to Bank including but not limited to the presence of Bank representatives and presentations at the orientations. University agrees to

cooperate with Bank exclusively in the expansion of financial services available to current and future Gator 1 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 Gator 1 Card program. Bank estimates that its annual marketing budget for the promotion of the Gator 1 Card Campus Card project will be approximately \$10,000 annually during the Term of this Agreement. This budget includes funding for annual marketing materials including customized materials that will highlight the banking features of the Gator 1 Card and the benefits of linking it to a Gator 1 Card Bank Account.

18. [Reserved].

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, 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 University 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.

Certificates of all insurance, including comprehensive general liability insurance, which shall include coverage for bodily and personal injury, property damage, and products liability, in accordance with University's operating guidelines, shall be deposited with University prior to the date of this Agreement. Timely renewal certificates will be provided to University as coverage renews.

20. Liability. Bank will exercise reasonable care in providing electronic funds transfer services and other services to Gator 1 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 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 Gator 1 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 Gator 1 Cards, Gator 1 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 Regents, 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 and Audit. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its Gator 1 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 will 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. 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. Except to the extent applicable law prohibits such, Bank will provide University or its 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 the University 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.

23. Exclusivity. During the term of this Agreement, University 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 Gator 1 Card holders from using Gator 1 Cards as stored value cards, declining balance cards or smart cards. In addition, during the Term of this Agreement, University will give Bank exclusive access to market financial services to Eligible University Community Members including the marketing efforts indicated in Section 17.

24. Confidentiality. University 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 University deems proprietary or confidential pursuant to the law or University policy. As a condition to being furnished such information by a party (herein the "Confidential Information"), the other party agrees as follows:

- a. Except for Gator 1 Card Bank Account application data and Gator 1 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 the University and delivered to the Bank pursuant to this Agreement. The Bank shall promptly notify 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 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 Gator 1 Card holders and who have Gator 1 Card Bank Accounts, are Bank's Confidential Information, for which Bank retains exclusive ownership and right during the Term. Therefore, although University is not precluded from using or disclosing the names of its students, faculty members, staff members or other Eligible University Community Members for any purpose it deems appropriate, University would be precluded from using a list comprised of Gator 1 Card holders who have obtained Gator 1 Card Bank Accounts from Bank if such use was for a purpose prohibited by this Section 24; provided, however, that University 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 24.d., if applicable. University is not precluded from using or disclosing the names of its students, faculty members, staff members or other Eligible University Community Members for any purpose it deems appropriate; though, any personally identifiable information that University discloses to Bank about Eligible University Community Members under this Agreement will be limited to only "directory information" under 34 C.F.R. § 99.3 that is disclosed pursuant to 34 C.F.R. §§ 99.31(a)(11) and 99.37 and applicable state privacy laws.

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.

25. Equipment. University is responsible for providing at its cost any equipment and systems necessary to implement the new Gator 1 Card program. Bank is responsible for providing any additional needed data lines and installation at its cost.

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 Gator 1 Card program has or threatens to have a material adverse financial impact on Bank or University due to a change in applicable law, regulation, rule or policy applicable to Bank or University or the use of one or more of the Gator 1 Cards in a fraudulent manner or in a way which does not permit Bank or University to recover funds from the user(s) of the Gator 1 Card(s); or (ii) Bank is notified by a regulatory agency, or otherwise becomes aware, that any aspect of the Gator 1 Card program does not comply with any applicable law, regulation, rule or policy applicable to Bank or University.
- d. This Agreement may be terminated by University upon sixty (60) days’ prior written notice to Bank in the event: (i) University receives excessive complaints from students regarding their Gator 1 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 Gator 1 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.

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 that may be utilized to perform services 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 applicable terms and conditions of this Agreement. No contractual relationship shall exist between any Bank subcontractor and University unless such is evidenced in a separate contract

independent of this Agreement. Notwithstanding the foregoing, University acknowledges that certain Gator 1 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.

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:

Damien Haitsuka, Region Bank President
Wells Fargo Bank
1 Independent Dr. 10th Floor
Jacksonville, FL 32202-5039
Fax: 904-351-7206

If to University:

Eddie Daniels, Assistant Vice President
Business Services
1900 Museum Road, Suite M071
PO Box 112450
Gainesville, FL 32611-2450
Fax: 352-392-5485

30. 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.

31. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida and applicable federal law. Any litigation commenced by either party in connection with this Agreement shall be brought in a court of competent jurisdiction in Alachua County, Florida, and both parties consent to such jurisdiction and venue regardless of the residence of the parties at the time the action is commenced. 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 Gator 1 Card 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, 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.

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

34. 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, University and Bank agree that the provisions of account agreements will govern the products and services to be provided by Bank pursuant to this Agreement.

35. 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.

36. Taxpayer Identification Number. University shall provide Bank with a duly dated and executed certification of taxpayer identification number.

37. 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 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.ufl.edu to the 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.ufl.edu for the exclusive purpose of linking from www.ufl.edu to www.wellsfargo.com. University agrees that nothing herein shall give to it any right, title or interest in the Logo (except the right to use the Logo in accordance with the terms of this Agreement), that the Logo is the sole property of Bank and that any and all uses by University of the Logo shall inure to the benefit of Bank.

University 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, 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, University agrees 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.

University agrees that it will not use any Logo design except the camera-ready or downloadable Logo design provided to University by Bank. University agrees that all products and/or services offered by University on its web site in the future shall be of a nature and quality commensurate with the nature and quality of its current products and/or services. Bank may monitor the University use of the Logo on the University web site. University agrees that 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." 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, are non-transferable by University, do not convey any sublicensing rights to University, and shall not inure to the benefit of any successor in interest of University. This license to use Logo shall be binding upon and inure to the benefit of Bank's successors and assigns. All rights not specifically granted or licensed to University are reserved to Bank.

38. Student Loan Representation and Warranty. University 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 the University in accordance with the terms described herein are wholly unrelated to student loan activities, volumes, referrals or amount of referrals.

39. Title IV Representation and Warranty. University and Bank represent and warrant that Gator 1 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 Gator 1 Card Bank Accounts, and University is not in any way assisting Eligible University Community Members in opening Gator 1 Card Bank Accounts. Further, the Gator 1 Card program is not being established for the purpose of University's disbursement of Title IV funds and Gator 1 Card are not issued by Bank for the specific purpose of receiving Title IV funds. "Title IV" shall mean Title IV of the Higher Education Act of 1965, as amended.

40. Sovereign Immunity. Nothing contained herein shall be construed to constitute a waiver of sovereign immunity beyond the limited waiver provided in Section 768.28, Florida Statutes.

41. Miscellaneous Provisions

41.1 Availability of Funds. The University's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

41.2 Public Records Compliance. This Agreement may be unilaterally canceled by University for refusal by Bank to allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by Bank in conjunction with this Agreement. Specifically, Bank agrees, subject to applicable federal banking laws and regulations, (i) to keep and maintain public records required by the University to perform the service; (ii) upon request from the University, provide the University with a copy of the requested records or allow the records to be inspected or copied within a reasonable time; (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (iv) upon completion of the contract, transfer, at no cost, to the public agency all University records in possession of the Bank.

41.3 Record-Keeping/Right of Audit. Bank agrees to retain all records relating to this Agreement during

the term and for a period of 7 years thereafter and to make those records available at all reasonable times for inspection and audit by University and/or the State of Florida Auditor General, as permitted under applicable federal banking law and regulation. In connection with an inspection or audit, the records shall be provided at the University's Gainesville campus or other location designated by University upon reasonable notice to Bank.

- 41.4 Conflict of Interest.** Bank represents that no University employee who has, or whose relative has, a relationship with Bank, will violate the Code of Ethics for Public Officers and Employees, including, but not limited to F.S. Section 112.313(3) and (7) and F.S. 112.3185(6) thereof, by reason of Bank entering into this Agreement.
- 41.5 Vendor Ombudsman.** A Vendor Ombudsman has been established within the University's Office of the Chief Financial Officer. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the University. The Vendor Ombudsman may be contacted at 352-392-1241, ext. 315.
- 41.6 State Vendor Lists.** Bank represents that it and its affiliates are not currently on, and for the past 36 months have not been on, the State of Florida's discriminatory vendor list (F.S. 287.134) or convicted vendor list (F.S. 287.133).
- 41.7 State Purchasing Requirements.** IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS AGREEMENT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS AGREEMENT THE BANK SHALL BE DEEMED TO BE SUBSTITUTED FOR THE UNIVERISTY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED. This requirement applies only if any such nonprofit agency produces a product covered by this Agreement and can satisfy the terms of this Agreement with respect to price, quantity, quality, and delivery time. Any questions concerning available products should be directed to: Division of Vocational Rehabilitation Headquarters, 2002 Old St. Augustine Road, Building A, Tallahassee, Florida 32301-4862, (800) 451-4327 (Voice/TDD). IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS AGREEMENT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2), AND (4), F.S.; AND FOR PURPOSES OF THIS AGREEMENT THE BANK CARRYING OUT THE PROVISIONS OF THIS AGREEMENT SHALL BE DEEMED TO BE SUBSTITUTED FOR UNIVERSITY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED. This requirement applies only if the corporation produces a product covered by this Agreement and can satisfy the terms of this Agreement with respect to price, quantity, quality, and delivery time. Any questions concerning the corporation's ability to provide products or services should be directed to: Prison Rehabilitative Industries and Diversified Enterprises, Inc., 12425 - 28th Street North, Saint Petersburg, Florida 33716, (727) 572-1987.
- 41.8 Independent Contractor Relationship.** Bank is and shall at all times remain an independent contractor, with sole control of the manner and means of performing the Gator 1 Card Agreement. Bank shall have no authority to bind or commit University to any Agreement, representation or obligation to or with any third party or to incur any cost, expense, liability or other amount for or on behalf of University, and Bank shall not act as or represent that it is the agent of University. Further, it is understood and agreed

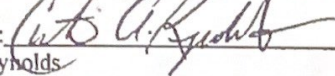
by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement.

- 41.9 No Assignment or Delegation.** Bank shall not assign, transfer, pledge, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any right or obligation under this Agreement, without the written consent of University, which consent may be withheld in University's sole discretion. Any such assignment, or transfer without University's consent is void. Written consent will not be required for transfers resulting from corporate reorganization, consolidation or name change.
- 41.10 Modifications.** This Agreement may be modified or altered only by written agreement signed by both University and Bank.
- 41.11 Waiver.** No waiver by a party of any provision or breach of this Agreement shall be deemed to have been made unless the same is in writing, and no waiver of any provision or breach of this Agreement shall be deemed a waiver of any other provisions or breach. A party's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.
- 41.12 Time of the Essence.** Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.
- 41.13 Construction.** The language and all parts of this Agreement shall be construed according to its fair meaning and not strictly for or against any of the parties hereto. University and Bank have agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for interpretation against the party who caused the uncertainty to exist or against the draftsman. Unless the context indicates otherwise, (i) the terms "hereof", "hereunder", "herein" and similar expressions refer to this Agreement as a whole, (ii) the singular shall include the plural and the masculine gender shall include the feminine and the neuter, and (iii) all references to sections and subsections shall be deemed references to the sections and subsections of this Agreement. The section headings in this Agreement are for convenience only and do not alter, amend, define, limit or otherwise affect the terms set forth herein. If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected, and in lieu of each provision that is found to be illegal, invalid or unenforceable, a provision will be added as a part of this Agreement that is as similar to the illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. All negotiations, considerations, representations, and understandings between University and Bank are incorporated herein. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.
- 41.14 Binding Effect.** This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective permitted successors and assigns.

[THIS SPACE INTENTIONALLY LEFT BLANK]


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

The University of Florida Board of Trustees

Signature: 
Curtis Reynolds
Vice President for Business Affairs

Date: 1-28-2020

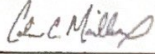
Wells Fargo Bank, National Association

Signature: 
Name: DAMIEN HAITSUEA

Title: REGION PRESIDENT

Date: 2/1/21

Approved as to form and legality:


Office of the Vice President and General Counsel

Acknowledged:

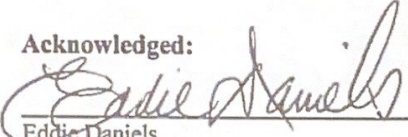

Eddie Daniels
Assistant Vice President, Business Service

EXHIBIT A
UNIVERSITY MARKS



EXHIBIT B
BANK MARKS



(Black box with white letters)



(Red box with gold letters)



(Red box with white letters)

EXHIBIT C
GATOR 1 CARD

