

**SECOND AMENDMENT TO
FLORIDA GULF COAST UNIVERSITY/WELLS FARGO BANK, N.A.
BANK CARD SERVICES AGREEMENT**

This Second Amendment to Florida Gulf Coast University/Wells Fargo Bank, N.A. Bank Card Services Agreement (herein the "Amendment") is dated as of this ~~November~~ ¹⁶ 17 by and between Florida Gulf Coast University (herein "University") and Wells Fargo Bank, National Association (herein "Bank").

WHEREAS, University and Bank entered into that certain Bank Card Services Agreement dated February 1, 2013 as amended for the first time April 20, 2016 (together the "Agreement");

WHEREAS, University and Bank have agreed to amend the Agreement to make certain clarifications regarding accounts offered to students and to extend their Agreement;

WHEREAS, Bank is discontinuing its on campus instant issue card features;

WHEREAS, University and Bank have agreed to implement processes and procedures to effectuate affinity relationship with respect to debit cards for University's Eligible University Community Members; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Bank hereby agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein. In addition, the following definitions apply:

- "Affinity Debit Card" means a Bank-issued debit card that is co-branded with University Marks and that is linked to a Bank checking account within Bank's system for the purpose of ATM, PIN-based (online) and Visa-based (offline) transactions and has been activated by the Eligible University Community Member.
- "Affinity Debit Card Bank Account" means a Bank checking account which has an Affinity Debit Card linked to it within Bank's system.

2. **Affinity Debit Card; Transition.** Section 1(a) is hereby added to the Agreement:

1(a)

The parties acknowledge that a feature of the Bank's program allowing a

university to instantly issue debit cards on campus to Eligible University Community Members shall be ending on or about March 1, 2018 ("Feature Termination"). Feature Termination shall not occur prior to Bank's full implementation of the Affinity Debit Card program.

- i. After the Feature Termination, University will no longer be able to issue or reissue plastic cards related to the EAGLE ID CARD that may be linked to a Bank checking account. University may still issue its standard EAGLE ID CARDS to Eligible University Community Members via any method it chooses.
- ii. After the Feature Termination, owners of EAGLE ID CARDS who want to obtain a Bank checking account and/or Bank debit card (or re-card a linked EAGLE ID CARD) will need to utilize a Bank-operated process. This process will be a part of the Affinity Debit Card program, and the Bank shall issue a new plastic for the debit card.
 - a. The Affinity Debit Card shall not have the potential to be used for any campus access.
 - b. The new Affinity Debit Card plastic design shall be developed jointly by the parties to create a card reflecting the University and the Bank. The development of the new card design will begin in the third quarter of 2017.
 - c. After Feature Termination, existing EAGLE ID CARDS linked to a Bank account ("Grandfathered Cards") shall continue to operate in the same manner as before Feature Termination until such card plastics expire and the Bank account is separated from the EAGLE ID CARD.
- iii. The parties agree upon Feature Termination, except to the extent necessary to provide service to Grandfathered Cards until they are terminated, the instant issuance features and all provisions, rights and responsibilities of the Agreement related to that feature shall end as well. By way of example only, Section 25 shall be deemed deleted upon Feature Termination.

3. Term and Options to Extend. Section 1 shall have the following paragraph added as a second paragraph:

The parties agree to extend this Agreement until January 31, 2023.

4. Royalty Payments to the University. Section 4 of the Agreement is hereby amended by adding the following information as section 4(f):

After Feature Termination and launch of the Affinity Debit Card/Affinity Debit Card Bank Account but in no case earlier than February 1, 2018, Bank will make royalty payments to the University as follows:

Re-signing Royalty Payment Twenty Five Thousand Dollars and 00/100 (\$25,000.00)
Bank will pay a one-time ~~Twenty Thousand Dollars and 00/100 (\$20,000.00)~~ within sixty (60) days of start of new term, effective February 1, 2018.

Orientation Royalty Payment
Bank shall pay an annual Orientation Sponsorship in the amount of Six Thousand Dollars and 00/100 (\$6,000.00) to be billed by University to Bank in September of each contract year.

Card System Maintenance Fee
Wells Fargo will contribute a minimum of Thirty Thousand Dollars and 00/100 (\$30,000.00) each Fiscal Year towards the cost of the annual maintenance fee for University's internal EAGLE ID CARD software issuance system to be billed by University to Bank in September of each contract year.

Event Support Sponsorship
Bank shall pay an annual Event Support Sponsorship in the amount of Two Thousand, Five Hundred Dollars and 00/100 (\$2,500.00) to be billed by University to Wells Fargo in September of each contract year, beginning in September 2018.

Account Royalty Payment
Bank will pay University for each eligible checking account linked to the EAGLE ID CARD for the purpose of ATM/PIN-based functionality and/or signature debit functionality and owned by an Eligible University Community Member. Upon launch of the Affinity Debit Card, Bank will include the number of eligible checking accounts linked to the Affinity Debit Cards in order to determine the royalty percentage payable by Bank to University. At a minimum, Bank will pay University a guaranteed minimum of Fifteen Thousand Dollars and 00/100 (\$15,000.00) annually with graduated payments to be on an inclining scale as set forth in this section.

The number of University EAGLE ID CARD Bank Accounts and Affinity Debit Card Bank Accounts, for purposes of the Account Royalty computation, will be determined by Bank, based upon the number of eligible checking accounts which have a linked EAGLE ID CARD or linked Affinity Debit Card. Bank will use discrete product and customer identification and will only pay University for one linked EAGLE ID CARD Bank Account or one linked Affinity Debit Card Bank Account per Eligible University Community Member. To be considered for payment, the EAGLE ID CARD Bank Accounts and Affinity Debit 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 University provided total enrollment of Eligible University Community Members (e.g., enrolled students). The total number of Eligible University Community Members will represent the total student enrollment number for the academic school year as of November of each year of the term. Eligible checking accounts linked to an EAGLE ID CARD or an Affinity Debit 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:

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

Percentage of Total Student Enrollment Linked to an Eagle ID Card and/or Affinity Debit Card Bank Account	Annual Recurring Royalty Payment Based on Linked Eagle ID/Affinity Debit Card Bank Accounts
00%-24.9%	\$15,000
25%-29.9%	\$20,000
30%-34.9%	\$25,000
35%-39.9%	\$30,000
40%-44.9%	\$35,000
45%-49.9%	\$40,000
50%-54.9%	\$45,000
55%-59.9%	\$50,000
60%-64.9%	\$55,000
65%-69.9%	\$60,000
70%-74.9%	\$65,000
75%-79.9%	\$75,000
80%-84.9%	\$80,000
85%-89.9%	\$85,000
90%-94.9%	\$90,000
95%-99.9%	\$95,000
100%	\$100,000

Royalty Payment Timeframes

Payment information is expected as follows:

Annual account royalty payments, based on number of linked EAGLE ID CARD Bank Accounts combined with the Affinity Debit Card Bank Accounts, as applicable, will be calculated from the total enrollment of Eligible University Community Members received from the University as of the last week of November. The annual account royalty payment will be calculated through August 31 and will be due to University within sixty (60) days of the receipt of the total enrollment count.

Accordingly, University will provide an invoice to Wells Fargo for the amount reported and the account royalty payments will continue to be made in October.

5. In Section 5 of the Agreement, the first full paragraph is deleted and replaced with the following:

5. EAGLE ID CARD Bank Account

Until the Affinity Debit Card program launches, which shall be on or around March 1, 2018, and prior to Feature Termination, Bank will provide in accordance with this Section 5 a checking account linked to the EAGLE ID CARD for EAGLE ID CARD holders who have requested such an account and who meet Bank's usual checking account opening underwriting and Bank's current standards regarding minimum opening deposit for applicable checking accounts as well as other deposit account standards. Eligible University Community Members may choose from a variety of checking accounts offered by Bank. A "linked" checking account is defined as a Bank checking account which has an EAGLE ID CARD linked to it within the Bank's system, for the purpose of ATM PIN-based or signature debit purchase functionality.

After the Affinity Debit Card program is deployed, Bank will provide in accordance with this Section 5 an Affinity Debit Card Bank Account for Eligible University Community Members 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. A "linked" checking account is defined as a Bank checking account which has an Affinity Debit Card linked to it within the Bank's system, for the purpose of ATM PIN-based or signature debit purchase functionality. Nothing herein prohibits Bank from closing any Affinity Debit Card or Affinity Debit Bank Account in accordance with standard deposit account procedures.

6. Section 5 a, b, c, d, e, f, g, h are revised as set forth herein. Upon Feature Termination, current Section 5 a through 5 h are hereby edited as follows:

- a. Only one checking account per Affinity Debit Card holder shall be considered to be an Affinity Debit Card Bank Account. An Eligible University Community Member may only have one (1) eligible linked EAGLE ID CARD account (if applicable) or one (1) Affinity Debt Card Bank Account for purposes of determining any royalties.

- b. Enrolled students may choose Wells Fargo Everyday Checking account, or other product offered by Bank, to which an Affinity Debit Card may be issued. Faculty and staff may select any checking account or package for which they may be eligible to which an Affinity Debit Card may be issued.

The Affinity Debit Card Bank Accounts will be subject to the same terms and conditions (including funds availability) as the terms and conditions generally applicable to accounts of Bank's other customers of the same class, as amended from time to time, except as otherwise expressly provided in this Section 5 of this Agreement.

- c. Should the University request, Bank shall provide at its own expense an informational web page, maintained by Bank on its website, with a customized URL residing on the University website, dedicated to the Affinity Debit Card and the Affinity Debit Cardholders, 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 Affinity Debit 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.
- d. 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 Affinity Debit Card Bank Accounts that it makes generally to its non-Affinity Debit Card Bank Accounts.
- e. Deleted.
- f. Deleted.

- g. Deleted.
- h. Deleted.

7. Upon Feature Termination, Section 7 of the Agreement shall be deleted except as indicated herein.

- a. Bank shall develop a new plastic design for the Affinity Debit Card and obtain University's approval for that design. All remaining portions of the plastic shall conform to Bank's standards used in other debit programs. Such standards may include applicable laws, industry standards, network rules, etc.
- b. Bank shall not produce Affinity Debit Cards without prior University approval, which shall not be unreasonably withheld.
- c. University's obligations regarding trademark and service search, as set forth in Section 7, page 10 of the Agreement, shall continue to be in effect after Feature Termination.

8. Section 8 of the Agreement shall be deleted and replaced in its entirety with the following:

Implementation of the Affinity Debit Card program will take place in several phases. In order to achieve timely conversion and issuance of the new Affinity Debit Card program to occur in Q1 2018, University shall cooperate with Bank to complete the Affinity Debit Card design before end of Q4 2017. Bank and University will work together through mutually agreed upon communication methods including, without limitation, communications that the 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 Affinity Debit Card program and marketing the same. Bank 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 Affinity Debit Card to all Eligible University Community Members before the end of Q2 2018.

Step	Description of Activity	Approximate Time
1	Card Layout, Content and Design Approval Process	Completed before end of Q4 2017

2	ATM and Debit Network Setup	Estimated Q1 2018
3	Network Scheduling and Loading of ISO	Estimated Q1 2018
4	Testing	Estimated Q1 2018
	Total Time to linked Affinity Debit Card Activation	Completed before end of Q2 2018

9. Section 9 is deleted in its entirety and the following provisions are added:

9. EAGLE ID CARD Costs

Bank will not pay for replacement EAGLE ID CARDS issued to Eligible University Community Members if they are lost or stolen. It is at the University's discretion whether to charge Eligible University Community Members for replacement EAGLE ID CARDS.

10. Section 12 is deleted in its entirety and replaced by the following:

Following the implementation of the new Affinity Debit Card, should any Eligible University Community Member cease to qualify for an Affinity Debit Card due to an interruption in an education program, graduation, separation from employment, or for any other reason cease to qualify for participation in this program, Bank may discontinue the services of the Affinity Debit Card Bank Account. University may be asked to provide verification of eligibility for Affinity Debit Cardholders.

11. Section 13 of the Agreement is hereby edited as follows: The current text shall be retained and the following words added as a preceding phrase to the existing text: "Before Feature Termination, ..." and the following provision is added:

After Grandfathered EAGLE ID CARDS are separated from a Bank Account and terminated, University may use its discretion in replacing grandfathered ~~future~~ EAGLE ID CARDS.

12. Section 17 of the Agreement, effective on the date of Feature Termination, shall

be deleted and replaced with the following:

17. Marketing. Bank and University shall fully cooperate and shall work in conjunction to promote the Affinity Debit 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 about the Bank financial services associated with the Affinity Debit Card program to existing University students and new incoming University students through various methods, which may include without limitation emails, acceptance and orientation packets, letters, flyers and inserts. University and Bank will mutually agree upon direct mail and email communication strategies, and University will send these 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 existing University students 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 the Affinity Debit Card program and associated Bank financial services to all parents/guardians and students. As mutually agreed, Bank will actively participate in student orientations 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 Affinity Debit Card holders including but not limited to the above marketing efforts and "tabling" on campus.

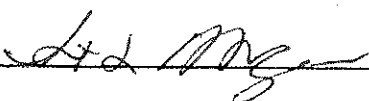
Marketing Budget. Bank will provide the marketing services function for marketing and promotion of the Affinity Debit Card program. Bank estimates that its annual marketing budget for the promotion of the Affinity Debit Card Campus Card project will be approximately Ten Thousand Dollars and 00/100 (\$10,000.00) annually 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 Affinity Debit Card program.

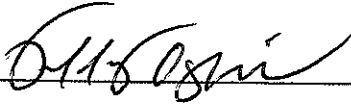
11. Continued Effect. Except to the extent amended hereby, all provisions and conditions of the Agreement shall continue in full force and effect and the Agreement shall remain enforceable and binding in accordance with its terms.
12. Counterparts. This Amendment may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and each party hereto may execute this Amendment by signing any of such counterparts.
13. Successors and Assigns. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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

FLORIDA GULF COAST UNIVERSITY

WELLS FARGO BANK, N.A

By: 

By: 

Its: _____

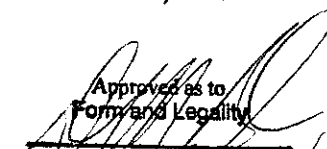
Its: _____

Name: Steve L. Magjera

Name: Jeffrey Ospina

Title: VP Administrative Services + Finance

Title: Region Bank President


 Approved as to
 Form and Legality
 David Greenbaum
 Associate General Counsel
 Florida Gulf Coast University
 11/30/17