

**FIRST AMENDMENT TO  
ATM/PIN-BASED DEBIT CARD AGREEMENT  
BETWEEN  
CALIFORNIA STATE UNIVERSITY, SACRAMENTO  
AND  
WELLS FARGO BANK, NATIONAL ASSOCIATION**

This First Amendment to ATM/PIN-Based Debit Card Agreement (herein the "Amendment") is dated as of this 21st day of April, 2016 by and between California State University, Sacramento (herein "University") and Wells Fargo Bank, National Association (herein "Bank").

WHEREAS, University and Bank entered into that certain ATM/PIN-Based Debit Card Agreement dated December 9, 2014 (the "Agreement").

WHEREAS, University and Bank have agreed to amend the Agreement to make certain clarifications regarding accounts offered to students and audit rights.

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

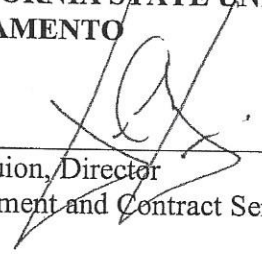
1. Definitions. Capitalized terms used in this Amendment and defined in the Agreement shall be used herein as so defined, except as otherwise provided herein.
2. Examinations and Audit. Section 22 (Examinations) of the Agreement is hereby deleted in its entirety and replaced with the following:
  22. **Examinations and Audit**. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its Sacramento State OneCard Bank Account customers and relevant to the performance of this Agreement will be available for examination and audit by Bank and the United States Department of Treasury, Office of the Comptroller of the Currency. 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.
3. Termination. New subsection d. is hereby added to Section 26, Termination, as follows:
  - 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

Sacramento State OneCard 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 Sacramento State OneCard Bank Accounts are, considered as a whole, clearly not consistent with or are above prevailing market rates for similarly-situated financial accounts, and such determination by University is supported by data based on the relevant market, which shall be provided to Bank for review prior to termination.

4. 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.
5. 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.
6. 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.

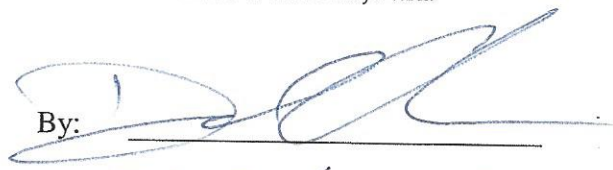
IN WITNESS WHEREOF, The parties have caused this Amendment to be executed by their respective authorized officers as of the date first written above.

**CALIFORNIA STATE UNIVERSITY,  
SACRAMENTO**

By:   
John Guion, Director  
Procurement and Contract Services

Title: \_\_\_\_\_

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

By:   
Name: DAVID GALASSO

Title: LEAD REGION PRESIDENT