

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

This Second Amendment to ATM/PIN-Based Debit Card Agreement (herein the "Amendment") is dated as of this 21st day of December, 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 and First Amendment dated April 21, 2016 (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. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

**17. Marketing.**

Bank and University shall fully cooperate and shall work in conjunction to promote the Sacramento State OneCard 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.

Both Bank and University will promote services provided under this Agreement to Eligible University Community Members through various communication channels.

University will offer Bank the opportunity to provide information about the Bank financial services associated with the Sacramento State OneCard program to University Cardholders and new incoming University students through various methods, which may include admission acceptance notices, new student orientation, event 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. All marketing materials shall be mutually agreed on and, where appropriate, approved by the applicable University department and Bank.

In addition, University will communicate during orientation the University Sacramento State OneCard program and associated Bank financial services to students as they are issued their identification card. As mutually agreed, Bank will actively participate in student orientations including the presence of Bank representatives at the orientations

University agrees to cooperate with Bank exclusively in the expansion of financial services available to current and future Sacramento State OneCard holders including but not limited to the above marketing efforts and "tabling" on campus.

- 2. **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.
- 3. **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.
- 4. **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.

**CALIFORNIA STATE UNIVERSITY,  
SACRAMENTO**

By:   
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John Guion, Senior Director  
Procurement and Contract Services

Date: 4/5/17

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

By:   
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David Galasso  
Lead Region President

Date: 3-27-17