UNIVERSITY BANKING SERVICES LICENSE AGREEMENT

THIS UNIVERSITY BANKING SERVICES LICENSE AGREEMENT (herein "Agreement") is made and entered into effective as of July 18, 2014 by and between the Board of Regents of the University of Nebraska, a public body corporate (herein "University"), on behalf of its University of Nebraska-Lincoln campus (herein "UNL"), and Union Bank and Trust Company, a Nebraska banking corporation (herein "Bank").

WHEREAS, the University has caused to be prepared Request for Proposal #229-14-8015 (the "RFP") for a full service branch bank on UNL’s City Campus to offer checking account, debit card and deposit transfer services among other services (the “Bank Services”) to each current University student, faculty and staff member;

WHEREAS, Bank has submitted to the University, in the manner and at the time specified, a proposal in accordance with the terms of the RFP (the “Proposal”);

WHEREAS, the University, in the manner prescribed by law, has publicly advertised, opened and evaluated the proposals submitted in response to the RFP and, as a result, has determined to award the Bank Services contract to Bank. The bid opportunity detail, RFP and any Addenda thereto (the “Bid Documents”), along with a copy of the Proposal and the Other Contract Documents (as defined below) are herein referred to as the “Contract Documents.” The Contract Documents are specifically incorporated into this Agreement and the term “Agreement” herein includes the Contract Documents; and

WHEREAS, Bank desires to perform the Bank Services as set forth in this Agreement.

NOW, THEREFORE, for valuable consideration, and in consideration of the mutual covenants, terms, conditions, privileges and obligations herein set forth and intending themselves to be legally bound thereby, the parties agree as follows:

SECTION 1
TERM

1.1 **Term and Options to Extend.** The initial term of this Agreement shall commence on March 1, 2015 (the “Commencement Date”), and shall terminate on February 28, 2023, unless otherwise terminated as provided in Section 1.2 (the “Initial Term”). The University may extend the Agreement for three additional one-year terms by giving written notice to the Bank of its decision to extend, such notice to be given no later than the 1st day of October prior to the extension. The University shall not unreasonably withhold making the extension. In addition, the University shall be permitted to extend any Term through May 30 in the year of termination in order to avoid cessation of Bank’s services in the middle of an academic year/term by giving written notice to the Bank of its decision to extend, such notice to be given no later than the 1st day of October prior to the extension. The Initial Term and any extensions thereof shall be collectively referred to herein as the Term. Notwithstanding anything to the contrary herein, the University may, in the University’s sole discretion, allow Bank to access the Premises (as defined below) prior to the Commencement Date for the sole purpose of performing improvements to the Premises to ready the space for occupancy by Bank as of the Commencement Date.
In the event the University grants such early entrance, Bank’s entry shall be subject to all the terms and provisions of this Agreement (other than the payment of Rent or Royalties hereunder).

1.2 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 30 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.

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.

1.3 Surrender of Premises. Upon the expiration of the Term, or upon the termination and cancellation of this Agreement as herein provided, Bank shall return the Premises to the University in the same condition in which they were found, normal wear and tear excepted, subject to acceptance by the University of modifications which may be useful for future University use. Bank will be allowed to remove their store fixtures including, but not limited to, safes, ATMs (as hereinafter defined), metal under counter teller cabinets, closed circuit security cameras, furniture, etc.

Upon the expiration of the Term, or upon the termination and cancellation of this Agreement as herein provided, Bank shall, at its own expense, remove all ATMs as soon as practicable. Notwithstanding anything to the contrary herein, the University reserves the right to require that Bank remove the ATMs as soon as practically possible if there is a serious adverse occurrence attributed to it.

SECTION 2
BANK SERVICES

2.1 Description of Bank Services. During the Term, Bank will provide in accordance with this Section 2.1 an individual depository account (each, a “Bank Account”) to each current University student, faculty and staff member (each, an “Eligible University Community Member”) who has requested such an account and who meets Bank's usual account opening requirements, including a minimum opening deposit of $50.00 by the account applicant. Upon written request from Bank, the University shall, on or before April 1 and October 1 of each calendar year during the Term, provide Bank with a list of currently enrolled students for the sole purpose of validating Eligible University Community Members. Upon written request from Bank, the University shall, no more frequently than one (1) time each calendar year during the Term, provide Bank with a list of employees that have separated from the University since the last report to the Bank. Nothing herein prohibits Bank from closing any Bank Account in accordance with the policies, procedures, practices and/or guidelines Bank uses when deciding whether to close accounts of other retail customers. The Bank Accounts herein
described will be transaction accounts (as defined in Federal Reserve Board Regulation D), subject to
Bank's usual requirements for offering accounts. All Bank Accounts will be transaction accounts, and
the holders thereof must be natural persons. UNL students may request a Union Bank MyStyle
Checking account, whereas UNL faculty or staff may request a Union Bank University Checking
account. These accounts shall hereinafter be referred to as the “Specialty Accounts.”

a. Some Eligible University Community Members may not be eligible for the respective
Specialty Account due to prior negative banking history, or other account opening
requirements as Bank may establish from time to time in connection with applicable law
or Bank policy.

b. Any and all Specialty Accounts offered to Eligible University Community Members
will, at a minimum, have the following features (sometimes referred to herein as the
“Services”):

i. Minimum features applicable to the Specialty Accounts:
   a) Electronic Periodic Statements will be generated by Bank at least
      monthly for Specialty Accounts that have had qualifying activity during
      the month as required per Consumer Financial Protection Bureau (CFPB)
      Regulation E. Accounts with no qualifying activity will receive periodic
      statements not less frequently than once per quarter.
   b) The Specialty Accounts will be subject to the same terms and conditions
      (including funds availability) as the terms and conditions generally
      applicable to the same class of Bank's other retail customers, as amended
      from time to time.
   c) A pin-based and signature-based VISA or other major provider debit
      card will be offered at no charge to Eligible University Community
      Members as an access device to their Specialty Account.
   d) Electronic transfers via Automatic Clearing House (“ACH”) from third-
      party bank accounts to any Specialty Account referenced in this section
      shall incur no fees or processing charges from Bank.
   e) No charges will be levied by the Bank on any Eligible University
      Community Member Bank Account holder for use of any ATM, regardless
      of who owns and operates said ATM, or for use of online banking
      functions, including but not limited to account balance inquiries, eAlerts,
      bill payment, mobile deposit or mobile banking services. This does not
      include bank fees that may be charged directly by other financial
      institutions.
   f) No charges will be levied by the Bank on any Eligible University
      Community Member Specialty Account holder for use of a debit card to
      conduct point-of-sale purchases or to receive cash back from point-of-sale
      purchases.
   g) No charges will be levied by the Bank on a Bank Specialty Account for a
      customer’s first account overdraft of any calendar year, whether caused by
      a presented check, an ATM transaction or one-time debit transaction.
Charges for overdrafts subsequent to the first of any calendar year will be no greater than those levied on Bank’s other retail accounts.

h) Transaction charges for use of the ‘Popmoney’ function where Specialty Account holders can transfer funds to any recipient regardless of the designated receiving bank will not exceed $1.00 per transaction for Next Business Day Delivery and $1.00 per transaction for Three Business Day Delivery per transaction at any time during the Term of this Agreement.

i) 24/7 Toll-free hotline phone number for reporting lost/stolen cards.

j) During regular business hours, toll-free hotline phone number for reporting lost/stolen checks, unauthorized account activity, identity theft and similar information.

ii. Minimum features applicable to all Union Bank MyStyle Checking℠ Accounts for UNL students:

a) No charges will be levied by the Bank on a Specialty Account customer for opening the Specialty Account.

b) Free checking (no minimum checking account balances or monthly maintenance fees).

c) First 30 “starter checks” free (wallet or duplicate style), or upon request, first 150 (duplicate style) or 200 (regular style) personalized design checks free.

d) Standard limits for ATM daily cash withdrawal no less than $300.00. Debit card limits for point of sale limit no less than $2,500.00.

e) Payroll direct deposit at no charge for student employees at UNL.

f) International banking services including, but not limited to, individual counseling on U.S.A. bank account procedures and rules, and foreign currency transfers for amounts due UNL and for other living expenses. All applicable fees will apply for currency exchange and wire transactions.

iii. Minimum features applicable to all Union Bank University Checking Accounts for faculty and staff:

a) No monthly service fees provided there is a regular direct payroll deposit to the account.

b) Interest on entire daily collected balance at market rates.

c) Free wallet or duplicate style Union Bank standard checks, or a credit towards premium style checks.

d) Standard limits for ATM daily cash withdrawal no less than $500.00. Standard limits for debit card daily point of sale no less than $7,500.00.

e) Waiver of first year safe deposit box rental fees.

f) No less than $250.00 credit on approved closed-end first mortgage and home equity loan closing costs.

g) Upon customer’s request, mailed paper statements will be provided at no charge, but such request may impact the interest rate on the University Checking account. See Terms and Conditions for University Checking Accounts, attached hereto and incorporated herein by reference as Exhibit “E,” for additional terms regarding interest rates.
c. Bank shall provide at its own expense an informational website dedicated to the Specialty Account holders, using a design and functionality subject to the approval of the University, which approval shall not be unreasonably withheld. The website shall be consistently updated and provide the following minimum features:

i. Information about various account offerings for Eligible University Community Members (no credit cards will be offered on the website – see Section 2.4 hereof).

ii. On-line application to open checking or savings accounts.

d. UNL acknowledges that Bank reviews and revises the terms, conditions, and pricing generally applicable to its retail deposit accounts from time to time, and agrees that nothing in this Agreement prohibits Bank from making the same changes to the Specialty Accounts herein described that it makes generally to its other Bank Accounts; provided however, that through the Term, Bank agrees that as to the Specialty Accounts:

1. No charges will be levied by the Bank on any Eligible University Community Member Bank Account holder for use of non-Union Bank ATMs, (2) the first 30 printed checks for students using a MyStyle checking account and all Union Bank standard printed checks for faculty and staff using a University Checking account will be provided at no charge, (3) no fees will be charged customers for use or replacement upon expiration of ATM/debit cards, on-line banking functionality, e-alerts, bill payment and mobile banking services, and (4) the minimum requirements set forth in Section 2.1.b of this Agreement must continue to be met.

e. In addition to MyStyle and University Checking Accounts, the Bank will offer Eligible University Community Members, who satisfy Bank’s eligibility requirements, a full-range of banking services that include, but are not limited to: savings, money market, certificates of deposit accounts; online and mobile banking services; auto, personal and mortgage loans; and investment and trust services. UNL students who satisfy Bank’s eligibility requirements will be offered the MyStyle Savings Account. Minimum features applicable to MyStyle Savings Account include:

i. No charges levied by the Bank on a Bank Account customer for opening the Bank Account.

ii. Minimum opening deposit of $25.00.

iii. No ongoing maintenance fee as long as the average available balance in the account is $100.00 or greater.

2.2 Bank Account Opening. The 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 at UNL 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 Bank Account applications and initial deposits. Bank may accept deposits to Bank Accounts anywhere and by any means permitted by law, including Bank’s offices, correspondent banks, mobile branches and messengers, and automated teller machines ("ATMs") or other electronic means of accepting deposits, provided that Bank shall not be permitted to accept deposits at UNL (except using...
the on-campus branch bank location or ATMs pursuant to separate agreements with the University) without University’s consent. The University may allow Bank to place a mobile branch at a mutually agreed location that would have the ability to process deposits. Notwithstanding the foregoing, University acknowledges that in accordance with federal regulations governing Bank, while Bank may open accounts at, it may not accept deposits at, locations which are not Bank offices (with the exception of ATMs and mobile branch). In the event such mobile branch is allowed, the UNL Vice Chancellor for Business and Finance will provide written consent, stating the location and duration of the mobile branch.

Bank may provide, at Bank’s sole expense, blank Bank Account application forms to University for distribution to incoming new students to complete and forward to Bank. Bank shall be responsible for obtaining information from Eligible University Community Members in connection with 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 Bank Account consistent with the requirements of any state or federal law that applies, or purports to apply, to Bank. Bank also has the right to refuse to open a Bank Account where Bank, applying account-opening standards and procedures comparable to those used for the same class of Bank’s other customers, believes the UNL applicant presents an unacceptable risk of loss to Bank or is unable to verify information in their application.

Bank personnel shall provide support for the implementation of the financial services associated with this Agreement, including the opening of checking accounts for Eligible University Community Members. Additional Bank personnel will be available and assigned as needed to support Bank Account services during peak activity times, such as first year student experiences.

Once Bank’s financial services associated with the Bank Accounts are implemented, Bank will assign an Account Manager to provide overall program assistance and to serve as a primary contact for all matters related to those services.

2.3 **ATMs.** Bank has the facilities for a system of electronic fund transfers through the use of satellite terminals known as Automated Teller Machines (hereinafter referred to as “ATMs”). These ATMs will permit Bank customers and customers of other banking institutions holding authorized cards to perform one or more of the following:

i) Withdraw funds from checking or savings accounts;
ii) Deposit funds into checking or savings accounts;
iii) Transfer funds between checking and savings accounts;
iv) Inquire about balances in either checking or savings accounts.

2.4 **Credit Card Programs.** Issuance of credit cards to customers yet to attain majority age must be of the ‘secured credit card’ form whereby customer maintains funds on deposit with Bank that match the credit limit of the card. There shall be no credit cards issued that claim relationship to, or connection with, the Bank’s Licensing Agreements with the University.
2.5 **Relationship to Campus ID Card (NCard).** During the Term, University will not cause or authorize any UNL student or employee 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 those cards enabled by the preceding contracted Bank to operate under the terms of the University’s agreement with the preceding contracted Bank, or as otherwise agreed in writing by Bank. The University will provide Bank space on the back of the NCard for placement of Bank logo and sponsorship message in a format, style and size approved by the University, which may be similar to that attached hereto as Exhibit “C”. Nothing herein shall prevent NCard holders from using NCards to access their NCard Campus Account as administered by UNL, as stored value cards, declining balance cards or smart cards.

2.6 **Changes in Customer Service.** Bank will give at least 30 days prior written notification to the University of the implementation of any operational changes affecting customer services during the Term, such as changes in the service charges or regular business hours of the facilities. Prior approval by the University of the proposed change is required so that the University can confirm that the financial products and services offered to the UNL community meet a high industry standard of quality.

**SECTION 3**

**LICENSE OF PREMISES**

3.1 **Description of Premises.** The University hereby licenses to Bank 884 square feet of building space in the north addition of the Nebraska City Union Building on the City Campus of the University of Nebraska-Lincoln and 70 square feet of nearby storage space, specifically shown and described in Appendix “A” attached hereto and made a part hereof, and hereafter referred to as the “Premises.” Bank has examined the Premises and accepts the same in its present condition. Bank understands that the University has not made and does not make any warranty as to the condition of the Premises or as to the security of the Premises. The Premises are licensed for the purpose of installation, maintenance and operation of a physical banking location offering all of the Bank Services (a “Full Service Bank”) and in addition the University grants to Bank an easement and license for installation, maintenance and operation of seven (7) ATMs by Bank, including two (2) within the Nebraska City Union Building and five (5) in other campus locations, as set forth in Section 3.4 following, and such easement and license shall be included within the term Premises as used herein. In addition, Bank is granted an easement and license to install, maintain and operate a third ATM in the Nebraska City Union Building as outlined in Section 3.4. Bank shall operate a Full Service Bank facility staffed by Bank in the space shown and designated for such facility in the Premises. The facility shall provide all normal financial services permitted by applicable laws and regulations. Such services shall include, but not be limited to the following:

(a) Opening checking and savings accounts.

(b) Cashing of checks, including State of Nebraska Payroll Warrants and checks written on UNL Student Organization Financial Services accounts.

(c) Offering official bank checks.
(d) Offering financial advice services, such as checkbook balancing assistance and advice in conducting financial transactions.

(e) Provision of a night depository.

(f) Adequate supply of currency and coins to accommodate UNL daily change service needs as specified by the UNL Office of Financial Services.

(g) Electronic Direct Deposits.

(h) Personal loans.

(i) Wire Transfer Services.

(j) Visa/Master Card Services; provided, however, no credit cards will be issued that claim a relationship to, or connection with the University (See Section 2.4).

The initial hours for such facility will be 8:30 a.m. to 5:00 p.m. on weekdays during the days the Nebraska City Union is open (banking holidays excepted).

3.2 Access; Parking. Bank and its employees and agents may enter upon the Premises at all reasonable times for the purposes of preparing to operate the Premises, operating the Premises, making deliveries to the Premises, or making repairs. Bank and its employees and agents may have access to common service and public areas surrounding the Premises, including public restrooms. Such access shall be limited to and for the sole purpose of conducting its herein approved business. It is understood and agreed that Bank’s personnel will have keys and access to the Premises during those times that the Nebraska City Union is closed to the public. Bank agrees not to change or add any locks to any doors or windows in or out of the Premises without prior written approval of the University. Any such changes shall be at the expense of Bank and Bank shall provide the University with one complete set of keys to the same. Employees of Bank employed within the Premises will be offered the same parking privileges as provided to University of Nebraska-Lincoln (“UNL”) employees, which will consist of the opportunity to purchase a UNL parking permit for a UNL employee parking lot or garage.

3.3 Exclusivity. Bank shall be granted “industry exclusivity” for a Full Service Bank facility on UNL City and East Campuses during the Term. For purposes of this Agreement, “industry exclusivity” means that no financial institution as defined in Section 8-101(11) Neb. Rev. Stat (reissue 1991) or any person, corporation, or entity the primary purpose, activity, or business of which is to engage in Bank Services shall be allowed to have a Full Service Bank on UNL City or East Campuses during the Term.

3.4 ATM Locations. Bank will install, operate and maintain seven (7) ATMs, with option to install, operate and maintain one (1) additional ATM as provided below. Bank is granted the right to determine the ATM and incidental equipment make, model and teller function capabilities. Full Service ATMs shall be capable of receiving checking and savings deposits, effecting currency withdrawals from checking and savings accounts, transferring funds between checking and savings accounts, and account balance verification. Bank shall operate two (2) Full Service ATMs in UNL
Nebraska City Campus Union locations to be mutually agreeable to the University and Bank. Bank shall operate one (1) Full Service ATM at a UNL East Campus Union location to be mutually agreeable to the University and Bank. Bank shall operate four (4) ATMs capable of effecting currency withdrawals from checking and savings accounts and account balance verification, one in each of the following City Campus locations: Harper-Schramm-Smith, Abel-Sandoz, Neihardt and University Suites Residence Halls. Locations of the four (4) ATMs outside the UNL Nebraska City Campus Union and East Campus Union are to be reviewed periodically to assure that these locations provide the best service for members of the campus community. Bank, at its option, may also operate one (1) ATM capable of effecting currency withdrawals from checking and savings accounts and account balance verification at a UNL Nebraska City Campus Union location to be mutually agreeable to the University and Bank (“Additional ATM”). Bank may remove the Additional ATM at any time. Changes in location for these ATMs shall be subject to mutual agreement between the University and Bank, with the cost of such relocation to be divided equally between the University and Bank.

The University has entered into contracts with other financial institutions for the operation of ATMs in locations other than those licensed to Bank in this Agreement (the “Other ATM Sites”). The University will notify Bank at least ninety (90) days prior to the expiration of the Other ATM Site contracts (if such contracts are not renewed by the current licensees), and Bank will be granted the first right of refusal to enter into separate agreements for the operation of ATMs at Other ATM Sites, at a monthly rental rate and per transaction payment no less than the rental and transaction payments in effect for the ATMs included in this Agreement and located outside the Nebraska City Union. Should Bank elect not to enter into separate ATMs agreements for the Other ATM Sites within twenty-one (21) days following receipt of the University’s ninety (90) day notice described above, the University may enter into such arrangements as the University chooses with other financial institutions for the operation of ATMs at the Other ATM Sites.

3.5 **ATM Installation, Operation and Maintenance.** All ATM equipment installed will be handicapped accessible and provide the customary complement of banking services. ATMs will honor all bankcards affiliated with Nationwide Cirrus ATM networks and Statewide NETS networks. ATM installation costs, including electrical and phone lines and communications media service costs, shall be borne by the Bank, subject to prior approval by the University for any facility or site modifications. Bank will promptly repair any and all damage caused by such installation.

Bank shall have sole responsibility for maintenance of the ATMs and the incidental equipment necessary for operation thereof. The University agrees to notify Bank promptly of any known malfunction of the ATMs and incidental equipment, but the University shall not be liable to Bank should it fail to so notify Bank and the University shall have no duty of investigation. Bank shall not be liable to the University for any loss of business or profits or any other potential losses or damage, direct or indirect, consequential or otherwise, due to or caused by any malfunction in the ATM. The University shall not be liable for any loss of any kind whatsoever to Bank due to or caused by any malfunction in the ATM or the incidental equipment or utilities necessary for the operation of the ATM. Back-up equipment or on-site repair must be available and prompt.

During the University’s business hours, the University shall permit Bank, and Bank’s agents, to install, remove, service, repair or inspect the ATMs. Bank shall at its cost be responsible for ensuring regular maintenance and service of all equipment provided by Bank, such service to be promptly
available from 8:00 a.m. to 8:00 p.m., seven days per week basis. Equipment service personnel must be easily identifiable as such. Bank shall be responsible for damage and loss to equipment or its contents due to vandalism, robbery, or any other actions or cause. UNL will provide security personnel to protect the equipment at the same level it customarily provides to the UNL campus in general. Bank shall remove any of Bank equipment or similar property from UNL premises within 60 days following termination or expiration of this Agreement for any reason, or the property shall be deemed to be forfeited to University and disposed of in such manner as University deems appropriate.

The University acknowledges that the ATMs and incidental equipment necessary for the operation thereof is the sole property of Bank, and that nothing in this Agreement or in the relationship between the parties will give the University any proprietary interest in the ATMs and incidental equipment.

3.6 Furniture, Fixtures and Improvements. Bank shall not, without the prior consent of the University, make any additions, alterations, improvements to the Premises, including but not limited to the installation of fixtures, appliances, or equipment, or the painting or changing of the Premises or any part thereof. Prior to the commencement of any permitted additions, alterations or improvements to the Premises, Bank shall submit plans and specifications therefore to the University for its approval in writing. Said additions, alterations or improvements shall be made in a good and workman-like manner, in accordance with the approved plans and specifications therefore and in compliance with all applicable statutes, ordinances, rules and regulations. The University may, but shall not be obligated to, inspect such additions, alterations or improvements that Bank shall make to the Premises; provided, however, the University’s inspection of the Premises does not in any way alter Bank’s liability with respect to such improvements. Any contractor performing work at the Premises must meet the University’s insurance requirements (listing the Board of Regents of the University of Nebraska as an additional insured) and must comply with all University rules and policies. The University may require payment and performance bonds with respect to such additions, alterations or improvements. Bank shall pay all costs of making any additions, alterations or improvements, shall keep the Premises free from any liens, claims or encumbrances, and shall indemnify and save the University harmless from and against all losses, costs and expenses, including but not limited to reasonable attorney’s fees, arising out of Bank’s additions, alterations or improvements.

All furniture, fixtures, and improvements will be provided by Bank at its expense; provided any modifications or decorating work to the Premises desired by Bank shall be approved in advance by the University of Nebraska-Lincoln Vice Chancellor for Business and Finance and the Director of the Nebraska Unions, in collaboration with the UNL Office of Facilities Planning and Construction.

Bank will not place or cause to be placed or maintained on or about the Premises, any sign, advertising matter or other thing of any kind and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises without first obtaining the University’s written approval, which approval the University shall not unreasonably withhold, and Bank will maintain such sign, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

All additions, alterations and improvements made by Bank (except the ATMs and incidental equipment for the operation thereof) shall become the property of the University upon the expiration or
termination of the Term; provided however, that the University may, at its option require Bank to remove, at Bank’s cost and expense, any such additions, alterations and improvements at the end of the Term. Bank shall, at Bank’s sole cost and expense, repair any and all damage caused by the removal of such additions, alterations and/or improvements.

3.7 Utilities. The University shall provide heating, air circulation and air conditioning service to the Premises to the same extent as provided to other building space within the Nebraska City Union. In addition to the payments provided by Section 5 to this Agreement, Bank shall pay to the University on a monthly basis a utility charge determined by multiplying the average monthly per square foot cost of utilities to the Nebraska City Union by the square footage of the Premises, which for the first 12 months of the Term shall be $2.25 per square foot. Such monthly utility charge shall be subject to annual adjustment by the University during the Term. The University shall further provide electrical power and water and sewer connections to the Premises without additional fee or rental charge.

The University shall provide without cost to Bank the electricity necessary to operate the ATMs. The University shall not be liable to Bank should electricity be interrupted, discontinued or canceled for any reason.

Bank will, at its own expense, furnish the telephone services, computer connectivity links and lines it desires to the Premises; provided, however, Bank must obtain the prior written approval of the University as to the location, type and extent of any such installation and Bank will promptly repair any and all damage caused by such installation. Bank shall pay the providers directly for such telephone services and computer connectivity.

3.8 Custodial Services. The University shall furnish custodial services for the Premises including refuse removal. In addition to the rental payments provided by Section 5 of this Agreement, Bank shall pay to the University on a monthly basis a custodial service and refuse removal charge determined by multiplying the average monthly per square foot cost of providing such services to the Nebraska City Union by the square footage of the Premises which for the first 12 months of the Term shall be $4.80 per square foot. Such monthly custodial service and refuse removal charge shall be subject to annual adjustment by the University during the Term.

3.9 Security. Bank shall provide such security service as Bank in its discretion shall determine to be necessary. The University of Nebraska-Lincoln Police will provide routine checks of the Premises during those times that the Premises is not open for business.

SECTION 4
MARKS; MARKETING

4.1 Use of Marks. Except as specifically set forth herein, Bank agrees that it shall not advertise any connection with the University or any of its campuses, colleges, or other elements of the University’s organization, nor make use of the University’s name and other identifying marks or property nor make representation, either expressed or implied as to the University’s promotion or endorsement of Bank’s operation, unless it has received prior written permission from the University.
A. Grant to Use University Name and Marks. University hereby grants Bank during the Term a non-exclusive, non-assignable, and irrevocable (provided Bank is performing its obligations under this Agreement) world-wide license to use, display, reproduce, and otherwise use 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 Bank’s financial products and services to Eligible University Community Members, as defined herein. All applications of the University Marks by the Bank must conform to Exhibit “A” along with any specifications established by the University which specifications may be amended from time to time. Bank will make no other use of the University Marks or any other trademark or trade name owned by or associated with the University without, in each case, University’s prior explicit written consent. Bank agrees that all products and/or service offered under this program shall be of a nature and quality commensurate with the nature and quality of Bank’s other retail programs, to the extent that any systems and software required to be utilized by University in connection with such products and/or services are comparable to those utilized by other Bank customers. Bank shall deliver all materials prepared by Bank that contain any University Mark to University prior to publication for University’s prior written consent.

Bank acknowledges and agrees that University is the owner of the University Marks, that the limited right hereunder to use the University Marks does not confer upon Bank any license or right of ownership of the University Marks, and all use of the University Marks by Bank will inure to the benefit of University. Accordingly, Bank’s limited right to the use of the University Marks for any purpose is solely by reason of this Agreement, and Bank shall not raise or cause to be raised any questions concerning, or objections to the validity of, or the right to the use of, the University Marks or the right of the University thereto, on any grounds whatsoever, or file any application for any mark, or obtain or attempt to obtain ownership of a mark or trade name, in any country of the world, which refers to or is confusingly similar to the University Marks or any mark, design or logo intended to identify the University. Upon expiration or termination of this Agreement for any reason, Bank will immediately cease any and all use of the University Marks or any variation of the University Marks.

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 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 trade name, 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, to the extent allowed by law, 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 herein. To the extent allowed by law, 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 the 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.

B. 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 on Exhibit “B” of this Agreement (collectively, the “Bank Marks”) on all materials prepared by University in connection with the banking services under this Agreement. University will make no other use of Bank Marks without Bank's prior written consent. The University shall contact the Bank’s First Vice President of Marketing to obtain such written consent. University agrees that all products and/or services offered under this program shall be of a nature and quality commensurate with the nature and quality of the general University’s student services program. University shall deliver 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 promotional and informational materials 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 marks infringe upon the rights of any other party, or with respect to the existence of any state or federal registration of the service marks or design as a trade name, 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 herein. 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.

Any change by Bank in the specifications for any of Bank’s Marks will apply only to promotional and informational materials produced after notice of the change is given to University.

4.2 University Check and Debit Card Designs. University hereby grants Bank for the Term the exclusive right to offer for sale to all Bank Account holders checks and/or debit cards utilizing the design mutually agreeable to the parties, incorporating one or more University Marks (the “University Check and Debit Card Designs”), which Bank shall design at its cost. Bank agrees that University is the owner of the University Check and Debit Card Designs, that the limited right hereunder to offer the University Check and Debit Card Designs does not confer upon Bank any license or right of ownership or any other legal interest in the University Check and Debit Card Designs. Upon expiration or termination of this Agreement for any reason, Bank will immediately cease offering the University Check and Debit Card Designs.

4.3 Marketing. Bank will provide marketing support for the financial services associated with the program, coordinating such support with University in order to develop a comprehensive marketing plan. Specific marketing campaign components will be reviewed annually no later than February 28th during the Term and mutually agreed upon. To the extent that there is any conflict between such Bank’s response and this Agreement, this Agreement shall govern. All promotional materials, whether distributed through print, television, radio, internet or mobile device address shall be prepared by Bank at its own cost in connection with this Agreement. All such promotional and informational materials must be submitted to University for approval before printing or other distribution. University may withhold its approval for any reason at its sole discretion. Promotions using University Marks on any memorabilia item to be distributed to Bank customers (e.g. tee-shirts, mugs, etc.) are not permitted without the specific explicit written permission of the University.

4.4 Access to First Year Student Experiences. University conducts introductory student experiences for first-year undergraduate (including International) students each summer preceding the start of the academic year. Under this Agreement, no bank or financial institution other than Union Bank will be present at these University-sponsored first year student experiences. These activities include New Student Enrollment, Big Red Welcome Party at the Union, Friday Night Husker Mania and Street Fair and other first year activities as identified or introduced. The University and the Bank will meet, at a minimum, on an annual basis during the Term to discuss any potential new opportunities. This exclusivity right is not applicable to student programs and events that are not primarily designed for first year students or that are not sponsored by the University.

On or before each June 1 during the Term, Bank shall submit a report in such detail as University may reasonably request setting forth a description of the Bank’s marketing activities with respect to the Bank Services to be provided to the University hereunder during the preceding twelve months and the out-of-pocket costs incurred by Bank in connection therewith. Such costs shall exceed $80,000 during the first year of the Term, and $60,000 in each of the succeeding years of the Term.
Upon reasonable notice, University shall have the right to review Bank’s books and records concerning its marketing expenditures at Bank’s offices during Bank’s regular business hours, unless the report submitted by Bank is certified as accurate by the appropriate senior officer of Bank.

SECTION 5
PAYMENTS

5.1 Rent. Bank shall pay to the University for the use and occupancy of the Premises the minimum sum of $28,830.00 per year (the “Rent”). The first monthly payment of $2,402.50 shall be due on the 1st day of March, 2015, and a like sum shall be due on the 1st day of each succeeding calendar month thereafter. Bank shall also pay to the University on or before the 15th day of April, 2015 and a like sum shall be due on the 15th day of each succeeding calendar month thereafter for additional rent as consideration for the licenses granted for the ATMs in accordance with the following schedule:

<table>
<thead>
<tr>
<th>ATM Facilities</th>
<th>Monthly Rental per ATM</th>
<th>Payment per Transaction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nebraska City Union locations (3)</td>
<td>None</td>
<td>$0.35</td>
</tr>
<tr>
<td>Other Campus locations (5)</td>
<td>$500.00</td>
<td>$0.25</td>
</tr>
</tbody>
</table>

The University reserves the option of requiring Bank to waive all fees, in whatever form, charged to customers of financial institutions other than Bank using Bank’s ATM facilities covered by this Agreement. In the event that the University exercises this option during the Term, the ATM rent schedule above will be superseded and the consideration for the licenses granted for the ATMs shall be in accordance with the following schedule throughout the remaining Term:

<table>
<thead>
<tr>
<th>ATM Facilities</th>
<th>Monthly Rental per ATM</th>
<th>Payment per Transaction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nebraska City Union locations (3)</td>
<td>None</td>
<td>$0.20</td>
</tr>
<tr>
<td>Other Campus locations (5)</td>
<td>$200.00</td>
<td>$0.10</td>
</tr>
</tbody>
</table>

Bank shall maintain a record of all transactions which records shall be open for inspection by the University, or its employees, accountants and agents during reasonable business hours. Such transaction records shall be retained for at least one year following the end of each year during the Term. Payment shall be made to the University by electronic funds transfer with a mailed notice of said transfer to the following address:

University of Nebraska-Lincoln
Office of Vice Chancellor for Business and Finance
307 Canfield Administration Building
Lincoln, NE 68588-0425

In the event that the Premises shall be damaged by fire or other casualty to the extent that Bank is prevented from carrying on its operations for a period of more than 5 business days, Rent shall abate for the period during which such operations are prevented, except to the extent such damage is due to the action or inaction of Bank.
5.2 **Royalties to University.** In addition to the Rent set forth in Section 5.1 above and in consideration of the license and grant of rights from the University given to the Bank in this Agreement, Bank will make royalty payments (the “Royalties”) to the University as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Royalty Payment (due within 30 days from date of fully executed Agreement)</td>
<td>$700,000</td>
</tr>
<tr>
<td>Annual Royalty Payment (due on March 1, 2016 and each March 1st thereafter for the Term)</td>
<td>$700,000</td>
</tr>
<tr>
<td>Annual Campus ID Card Support (same payment cycle as Annual Royalty Payment)</td>
<td>$30,000</td>
</tr>
</tbody>
</table>

Payments described in this Section 5.2 shall be deemed paid upon receipt by the University by electronic funds transfer.

Bank and University intend that this Agreement be construed in a manner such that the revenue streams paid to the University hereunder are in compliance with the requirements of the Internal Revenue Code, and in particular IRC § 512-513 and the regulations pertaining to those sections, for revenue characterized as tax-exempt income, and not unrelated business taxable income.

5.3 **Financial Literacy Program.** University and Bank agree to explore opportunities for financial literacy programs to provide to UNL students. If such an opportunity arises, the University and Bank will mutually agree to the adoption of any program in writing, and the Bank will fund up to $20,000.00 a year for the program.

5.4 **Student Organizations Support.** During each year of the Term, the UNL Student Involvement Office and University Program Council will submit to the Office of Vice Chancellor for Student Affairs a list of student organization and program requests for financial support of student activities and events that totals no less than $20,000, starting calendar year 2015. Representatives of the Bank and the Office of Vice Chancellor for Student Affairs shall review and approve allocations to student organizations and program requests that total $20,000 each year of the Term. Bank will pay the University $10,000 each October 1 of the Term, and $10,000 each March 1, starting March 2015, of the Term.

5.5 **Property Taxes.** In accordance with the law of the State of Nebraska, Bank shall be responsible for paying when due any and all property tax assessed against the Premises.

SECTION 6
INSURANCE

6.1 **Insurance.** Bank represents and warrants that at all times during the Term, Bank shall maintain comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, with limits of not less than $1,000,000 each claim and $3,000,000 each
occurrence. In addition, Bank shall obtain and keep in force automobile liability insurance in an amount not less than $1,000,000 combined single limit. Each policy shall be issued by companies reasonably acceptable to University, naming the Board of Regents of the University of Nebraska as an additional insured, and such insurance companies shall be required to notify University in writing at least thirty (30) days before canceling any such policy. 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. Certificates of such policy or policies of insurance shall be delivered to University promptly after the issuance of such policy or policies. 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 Financial Institutions Bond (also known as a Fidelity Bond), a Commercial General Liability policy and other policies with coverages and provisions considered within industry standards for similarly situated financial services companies.

University represents and warrants that at all times during the Term, University shall maintain through its self-insurance program comprehensive general liability insurance, including coverage for bodily and personal injury, property damage, and products liability, with limits of not less than $1,000,000 each claim and $3,000,000 each occurrence. During business hours following reasonable request, University shall allow Bank to review such documents as are available pursuant to Nebraska Public Records Laws to verify the existence and funding supporting said self-insurance program.

SECTION 7
GENERAL TERMS AND CONDITIONS

7.1 Compliance With Applicable Law. The parties hereto agree to comply with all federal, state and local laws to the extent they are applicable to the performance of this Agreement. In the event changes in laws necessitate a material change to the terms of this Agreement, the parties agree to negotiate in good faith to amend the Agreement to maintain compliance. In connection with the direct deposit of guaranteed student loan disbursements and other student financial aid into the Bank Accounts, if any, University will comply with the Higher Education Act of 1964, the rules and regulations of the United States Department of Education and the applicable guaranty agency, and other applicable laws and regulations, as the same may be amended from time to time.

It is expressly understood and agreed that Bank’s occupation and use of the Premises shall be in accordance with all state and federal laws and regulations relating to the use and occupation of the Premises by Bank provided in this Agreement. Bank shall also observe and comply with the policies, rules and regulations of the University. The University reserves the right to make such other and further policies, rules and regulations as in its judgment may from time to time be necessary to ensure the safe, sanitary, and orderly use of the Premises and preserve any property therein. It shall be Bank’s obligation to see that Bank’s employees, invitees and agents obey the policies, rules and regulations of the University.

7.2 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; provided however, that the parties acknowledge with specificity that this Agreement is not enforceable against the University absent Board of Regents approval of this Agreement at its July 18, 2014 meeting. 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.

7.3 Liability. Bank will exercise reasonable care in providing all electronic services and other services to account holders as contemplated under this Agreement, subject to breakdowns, operational failures, unavoidable delays, or similar causes beyond Bank's reasonable control.

Bank does not control, and, except as provided in CFPB Regulation E and applicable 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 or operated by Bank.

Bank does not undertake to ensure that account 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, mobile devices, or other existing or future technology associated with account access. 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.

Bank shall not be liable to the University for any damage resulting from suspension or termination of Bank's operations, in whole or in part, in compliance with a valid order of a regulatory agency or court of competent jurisdiction; provided that Bank's obligation for Rent and Royalties shall
continue during any period of such suspension and after such termination until the end of the Term or until the earlier effective date of a termination and cancellation of this Agreement pursuant to Section 1.2; and provided further that Bank shall indemnify and hold the University harmless of and from any liability, loss or expense incurred by the University arising from the University being made a party to any action or proceeding contesting the right of the University or Bank to carry on its operations as provided herein or arising from any threat of being made such a party ("Claims"); provided, that such Claims do not arise from and do not relate to the University’s willful misconduct or gross negligence related to the Premises.

7.4 Examinations. Except to the extent applicable law prohibits such, all records maintained by University pertaining to Bank and its customers and relevant to the performance of this Agreement will be available for examination and audit by the Federal Deposit Insurance Corporation (FDIC) and the Nebraska Department of Banking. Bank will provide University or its duly authorized representatives with reasonable access as permissible to Bank's records for the purpose of enabling University to confirm Bank's compliance with the terms of this Agreement. All such records shall be maintained by Bank for a period of five (5) years and may be audited by the University or its designated representative(s) at any time during Bank’s regular working hours upon reasonable notice. Bank may require persons obtaining access to Bank's records under this Section 7.4, as a condition to obtaining access, to execute written confidentiality agreements setting forth the matters as addressed in Section 7.5.

7.5 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, marketing 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 Bank Account application data and 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; provided however, that information determined in the opinion of University legal counsel to be public information pursuant to the laws of the State of Nebraska and applicable federal law, shall not be classified as “Confidential Information”.

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, authorized third-party vendors 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 shall comply with the applicable requirements of 12 C.F.R. Part 364, 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, the parties 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 or owned by the Bank and delivered to the University. Each party shall promptly notify the other party, 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 have 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 Bank Account holders from Bank if such use was for a purpose prohibited by this Section; 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 d., if applicable.

Within fifteen (15) days of the expiration or earlier termination of this Agreement, the parties shall either return if requested or otherwise destroy Confidential Information including documents, data
and other information provided to each other in connection with this Agreement. Notwithstanding any provision herein to the contrary, Bank shall be permitted and shall retain such University Confidential Information for so long as: (1) is required by law; or (2) as may be consistent with its normal business practices not to exceed five years.

7.6 **Assignment.** This Agreement may not be assigned by either party in whole or in part, other than by operation of law, nor shall Bank subject all or any part of the Premises to any security interest or lien, without in each event the other party's prior written consent, which may be withheld in the sole discretion of such party. 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.
7.7 **Subcontractors.** Each party is responsible for the actions of its respective subcontractors used to perform pursuant to this Agreement. The party seeking to engage a third party to perform any material obligation under this Agreement must obtain the advance written consent of the other party. The party intending to use a subcontractor as described herein shall include in the agreement with such subcontractor an acknowledgment that such subcontractor is subject to the applicable terms and conditions of this Agreement. No contractual relationship shall exist between any Bank subcontractor and University unless such is evidenced in a separate contract independent of this Agreement. Notwithstanding the foregoing, UNL acknowledges that certain 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, or entities affiliated with Bank or owned or controlled by entities affiliated with Bank, and in such cases, no written consent or separate written contract shall be required for arrangements made with such entities.

7.8 **Notices.** Except as otherwise specifically 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:  
Alan Fosler, Senior Vice President of Operations  
3643 S. 48th St.  
PO Box 82535  
Lincoln, Nebraska 68501-2535

With a copy to:  
Christine Higgins Wilcox, In-House Counsel  
4243 Pioneer Woods Dr.  
PO Box 82535  
Lincoln, NE 68501-2535

If to University:  
Vice Chancellor for Business & Finance  
University of Nebraska-Lincoln  
307 Administration Building  
Lincoln, Nebraska 68588-0425

With a copy to:  
University of Nebraska General Counsel  
3835 Holdrege Street  
Lincoln, NE 68583-0745

7.9 **Amendments and Waiver.** This Agreement may be amended only in a writing signed by both parties. Any such written amendment must be signed, in the case of University, by UNL’s Vice Chancellor for Business & Finance and in the case of Bank, by its President or a Senior Vice President. 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. No payment
by Bank or receipt by the University of a lesser amount than the amount owing hereunder shall be
deemed to be other than on account, nor shall any endorsement or statement on any check or letter
accompanying any check or payment be deemed an accord and satisfaction.

7.10 **Rights of Parties Cumulative.** All rights and remedies of the University and Bank hereunder,
or in connection with this Agreement shall be cumulative and none shall be exclusive of any rights or
remedies allowed by law.

7.11 **Indemnity.** Bank shall indemnify and save harmless the University from and against any and
all liabilities and losses whatsoever, including without limitation, costs and expenses in connection
therewith, on account, or by reason of, injury to or death of, any person whosoever, or loss of or
damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the
performance of this Agreement, except for that liability and loss arising from the acts or omissions of
the University or its agents.

7.12 **Governing Law.** The laws of the State of Nebraska shall govern this Agreement. This
Agreement is entered into in Lancaster County, Nebraska, and proper venue for any legal proceeding
regarding this Agreement shall be in Lancaster County, except for those federal appellate courts with
jurisdiction over the State of Nebraska. The parties hereto waive any right they may have to transfer or
change the venue of any litigation. 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 and their Bank
Account.

7.13 **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, 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.

7.14 **Compliance with Laws and Regulations; Gramm Leach Bliley; University of Nebraska
Policies.** Performance under this Agreement shall comply with all applicable federal, state and local
laws, specifically 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 implemented at the University
of Nebraska by Presidential Executive Memorandum No. 26 through Exhibit “D” attached hereto and
incorporated herein by this reference; and all other applicable policies of the University of Nebraska.
Bank agrees to indemnify University against any loss, cost, liability, or damage by reason of Bank’s
violation of any applicable law or regulation. Bank represents and warrants that it is qualified to
conduct the business necessary to the performance of this Agreement in the State of Nebraska and shall
remain so qualified throughout the Term. To the extent allowed by law, University agrees to indemnify
Bank against any lost, cost, liability, or damage by reason of University’s violation of any applicable
law or regulation.
7.15 Sexual Harassment. State and federal law, as well as the policies of the Board of Regents of the University of Nebraska, prohibit sexual harassment of members of the UNL community. Sexual harassment includes any unwelcome sexual advance, any request for a sexual favor, or any other verbal or physical conduct of a sexual nature that is so pervasive as to create a hostile or offensive environment. UNL contractors, subcontractors and suppliers for this project are required to exercise control over their employees so as to prohibit acts of sexual harassment of UNL employees, students and other members of the UNL community. The employer of any person who UNL in its reasonable judgment determines has committed an act of sexual harassment agrees as a term and condition any contract awarded hereunder to cause such person to be removed from the project site and from UNL premises and to take such other action as may be reasonably necessary to cause the sexual harassment to cease. UNL will promptly inform Bank in writing of any sexual harassment complaint alleging that a Bank employee sexually harassed a UNL employee, student, or other member of the UNL community. Upon receipt of the complaint, Bank will permanently remove the employee from UNL premises for the Term.

7.16 Drug Free Workplace. Bank agrees that neither Bank nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity contemplated by this Agreement. University reserves the right to request a copy of the Bank’s Drug Free Workplace Policy. Bank further agrees to insert a provision similar to this statement in all subcontracts or services required in the performance of this Agreement.

7.17 Weapons Policy. Possession of dangerous weapons (concealed or unconcealed) on UNL property, on the work site, in UNL vehicles, or in personal vehicles when on UNL property shall be a violation of UNL policy. (A dangerous weapon shall include guns, knives, explosives, or any other device as determined by UNL, which in the manner used or intended is capable of producing death or bodily injury. Devices authorized by the UNL Vice Chancellor for Business and Finance and/or provided to its employees for the purpose of carrying out work responsibilities shall not be deemed dangerous weapons for the purpose of this policy.) Violations of this policy shall make the offender subject to appropriate disciplinary action. Should UNL in its reasonable judgment determine that Bank or its employee or agent has committed an act in violation of this policy, Bank agrees to cause such person and weapon to be removed from UNL premises and to take such other action as may be reasonably necessary to ensure compliance with this weapons policy. UNL will promptly inform Bank in writing of any weapon policy violation allegation involving a Bank employee. Upon receipt of the complaint, Bank will permanently remove the employee from UNL premises for the Term.

7.18 Equal Opportunity in Procurement and Contracts. The University recognizes the importance of a strong culturally diverse business community and the positive impact that successful businesses have upon the people of the State of Nebraska. The University assumes a leadership role in actions that will provide business opportunities for all businesses in the State of Nebraska. Accordingly, the University reaffirms its policy of providing equal opportunity to small business enterprises and to minority, disadvantaged and women owned business enterprises in all aspects of the University’s procurement and contracting activities. This includes procurement of contracts for operational supplies and equipment, construction projects and materials, service contracts and License agreements. It is also
the University’s policy that any person or business seeking the opportunity to do business with the University shall not be discriminated against on the basis of race, color, religion, sex, national or ethnic origin, age, disability, marital status, or veteran status, and Bank agrees to comply with such policy in the performance of this Agreement.

7.19 Relationship of Parties. The Bank shall operate as an independent contractor with respect to the University and UNL. No agency, partnership or joint venture is created by this Agreement. The parties disclaim any intent to form such relationships.

7.20 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, the 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 to the extent they do not conflict with the provisions of this Agreement or of the related Request for Proposals. The invalidity and unenforceability of any provision of this Agreement shall not invalidate or impair any other provision herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 18th day of July, 2014.

Board of Regents of the University of Nebraska

By: 
James Linder, Interim President

Attest: 
Carmen Maurer, Corporation Secretary

Union Bank & Trust Company

By: 
Alan Foster, Senior Vice President of Operations

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EXHIBIT A-University Marks

Specification regarding use of University Marks

University hereby agrees that the Marks below may be used on brochures, on-campus signage, clothing and other promotional items as provided for in the Agreement. University must review all promotional materials prepared by or for Bank in connection with this Agreement and must approve the same in writing prior to production. Such right and license is restricted to the products and services described herein and shall not apply or extend to any other product or service offered by Bank.

Academic N:

Trademark Registration No. 3,267,445
Registration Date: July 24, 2007

Trademark Registration No. 4,317,071
Registration Date: April 9, 2013
Executive Memorandum No. 26

University of Nebraska Information Security Plan – Gramm Leach Bliley Compliance (effective May 23, 2003)

General Provisions

This Information Security Plan ("Plan") describes the University of Nebraska’s safeguards to protect covered data and information. These safeguards are provided to:

1. Ensure the security and confidentiality of covered data and information;
2. Protect against anticipated threats or hazards to the security or integrity of such information; and
3. Protect against unauthorized access to or use of covered data and information that could result in substantial harm or inconvenience to the individual to whom the information pertains.

This Plan also provides for mechanisms to:

1. Identify and assess the risks that may threaten covered data and information maintained by the University;
2. Develop written policies and procedures to manage and control these risks;
3. Implement and review the Plan; and
4. Adjust the Plan to reflect changes in technology, the sensitivity of covered data and information and internal or external threats to information security.

Covered Data and Information

In this Plan, the term “covered data and information” is defined as and includes Student Financial Information (defined below) required to be protected under the Gramm Leach Bliley Act (GLB), as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by GLB. Covered data and information includes both paper and electronic records. “Student Financial Information” is that information that the University has obtained from a student in the process of offering a financial product or service, or such information provided to the University by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student’s parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. § 225.28. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories and Social Security numbers, in both paper and electronic format.
Identification and Assessment of Risks to Customer Information

The University recognizes that it has both internal and external risks. These risks include, but are not limited to:

1. Unauthorized access of covered data and information by someone other than the owner of the covered data and information
2. Compromised system security as a result of system access by an unauthorized person
3. Interception of data during transmission
4. Loss of data integrity
5. Physical loss of data in a disaster
6. Errors introduced into the system
7. Corruption of data or systems
8. Unauthorized access of covered data and information by employees
9. Unauthorized requests for covered data and information
10. Unauthorized access through hard copy files or reports
11. Unauthorized transfer of covered data and information through third parties

The University recognizes that this may not be a complete list of the risks associated with the protection of covered data and information. Since technology growth is not static, new risks are created regularly. Accordingly, the Department of the University of Nebraska Computing Services Network ("UNCSN") will actively participate and monitor advisory groups such as the Educause Security Institute, the Internet2 Security Working Group and SANS for identification of new risks.

Information Security Plan Coordinators

The Director of Networking of UNCSN is appointed as the coordinator of this Plan. At the time of the adoption of this Plan, the Director of Networking is Rick Golden (rgolden@nebraska.edu; 402.472.7626). In addition, each campus shall appoint a Campus Plan Coordinator to join with the Director of Networking to provide support in carrying out this Plan throughout the University. These five individuals will determine which University areas, departments and persons have access to covered data and information and will assess whether controls are in place to verify that these University areas, departments and persons comply with the requirements of this Plan. Further, they are responsible for assessing the risks associated with unauthorized transfers of covered data and information and implementing procedures to minimize those risks to the University.

At the time of the adoption of this Policy, UNCSN is engaged in planning, which includes the likelihood of hiring an individual for a newly created position with the title of Security Coordinator, or a similar title. Should such a position be created and filled, the University's Chief Information Officer may assign the duties set out in this Policy and presently assigned to the Director of Networking to the new position.
Design and Implementation of Safeguards Program

Employee Management and Training

Important information concerning the use of University information systems can be found in Presidential Executive Memorandum No. 16, Responsible Use of Computers and Information Systems, which discusses authorized access and other activities considered to be misuse of the University information system. Employees should be made aware of the existence and contents of Executive Memorandum No. 16, which is incorporated into this Plan by reference. Executive Memorandum No. 16 may be found at www.nebraska.edu. A serious and concerted effort shall be made to inform students and employees of the existence and contents of this Plan, using such means as are appropriate to educate the University community about this matter.

References of new employees working in areas that regularly work with covered data and information (e.g. Bursar’s Office, Registrar, Financial Aid, Human Resources, Libraries, Payroll) shall be checked with particular attention paid to any information that may reflect upon the employee’s ability and aptitude to treat covered data and information confidential in accordance with the law and University policy. During employee orientation, each new employee in those departments identified as regularly working with covered data and information will receive proper training on the importance of confidentiality of student records, student financial information, and other types of covered data and information. Each new employee shall receive training in the proper use of computer information systems and passwords. Training shall include controls and procedures to prevent employees from providing confidential information to unauthorized individuals and how to properly dispose of documents that contain covered data and information.

Each department responsible for maintaining covered data and information shall take serious and meaningful steps to protect information from destruction, loss or damage due to environmental hazards, such as fire and water damage or technical failures. Further, each department responsible for maintaining covered data and information will regularly contact its campus Department of Human Resources to arrange for additional training on information privacy appropriate to the department. These training efforts should aim to minimize risk and safeguard covered data and information.

Information Systems

Access to covered data and information via the University’s computer information system is limited to those employees who have a business reason to know such information. Each employee is assigned a user name and password. Databases containing personal covered data and information, including, but not limited to, accounts, balances, and transactional information, are available only to University employees in appropriate departments and positions.

The University will take reasonable and appropriate steps consistent with current technological developments to provide for the security, safety and integrity of all covered data and information of records in storage and transmission. UNCSN requires that all servers must be registered before being allowed through the University’s firewall, thereby allowing UNCSN to verify that the system meets necessary security requirements as deemed appropriate by UNCSN practices and policies. These requirements include maintaining the operating system and applications, along with the application of appropriate patches and updates, in a timely fashion. Each campus and UNCSN will implement a written Password Policy for user and system passwords, designed to provide meaningful security within the system parameters and needs of each campus and Central Administration. In addition, an intrusion detection system shall be implemented to detect and stop certain external threats. An Incident Response Policy for occasions where intrusions do occur shall be implemented on each campus and at UNCSN.

When commercially reasonable, encryption technology will be utilized for both storage and transmission. All covered data and information will be maintained on servers that are behind the University’s firewall.
All firewall software and hardware maintained by UNCSN will be kept current. UNCSN will continue to develop and implement policies and procedures to provide security to the University's information systems. Further, UNCSN will provide campuses with coordination and support to develop and implement similar policies. These policies shall be distributed to the University community and other information providers through posting on University websites and other means deemed appropriate.

The University will not use Social Security Numbers to identify students, employees, or other information providers, outside of those identification uses specifically required by law, such as in financial aid, payroll and benefit functions.

Management of System Failures

UNCSN and each campus shall without undue delay develop written plans and procedures to detect any actual or attempted attacks on University systems, along with an Incident Response Policy which outlines procedures for responding to an actual or attempted unauthorized access to covered data and information. This policy shall be distributed to the University community and other information providers through posting on University websites and other means deemed appropriate.

Selection of Appropriate Service Providers

Due to the specialized expertise needed to design, implement, and service new technologies, vendors may be needed to provide resources that the University determines not to provide on its own. In the process of choosing a service provider that will maintain or regularly access covered data and information, the evaluation process shall include the ability of the service provider to safeguard confidential financial information. Contracts with service providers may include the following provisions:

1. An explicit acknowledgment that the contract allows the service provider access to confidential information;

2. A specific definition or description of the confidential information being provided;

3. A stipulation that the confidential information will be held in strict confidence and accessed only for the explicit business purpose of the contract;

4. An assurance from the service provider that it will protect the confidential information it receives from the University according to commercially acceptable standards and no less rigorously than it protects its own confidential information;

5. A provision providing for the return or destruction of all confidential information received by the service provider upon completion or termination of the contract;

6. An agreement that any violation of the contract's confidentiality conditions may constitute a material breach of the contract and entitles the University to terminate the contract without penalty; and

7. A provision ensuring that the contract's confidentiality requirements shall survive any termination agreement.

Attached to this Plan is a model contract provision for Service Providers. Contracts entered into prior to June 24, 2002, are grandfathered for purposes of compliance with GLB until May 24, 2004. All existing contracts entered into on or after June 24, 2002, and all future contracts should contain provisions substantially similar to the attachment.
Continuing Evaluation and Adjustment

This Information Security Plan will be subject to periodic review and adjustment. The most frequent of these reviews will occur within UNCSN, where constantly changing technology and evolving risks mandate increased vigilance. Similar reviews shall be directed by the Campus Plan Coordinators on their respective campuses. Continued administration of the development, implementation and maintenance of the program will be the responsibility of the five Plan Coordinators who will assign specific responsibility for implementation and administration as appropriate. The Plan Coordinators will review the standards set forth in this policy and recommend updates and revisions as necessary. It may be necessary to adjust the Plan to reflect changes in technology, the sensitivity of covered data and information, and internal or external threats to information security.

Reference: June 24, 2003
This Addendum ("Addendum") amends and is hereby incorporated into the existing agreement known as ________________________ ("Agreement"), entered into by and between ________________________ (hereinafter "Service Provider") and the Board of Regents of the University of Nebraska on behalf of ________________________ (the "University").

The University and Service Provider mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Gramm Leach Bliley Act ("GLB") dealing with the confidentiality of customer information and the Safeguards Rule. If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall govern.

1. Definitions:
   a. Covered Data and Information includes Student Financial Information (defined below) required to be protected under the Gramm Leach Bliley Act (GLB), as well as any credit card information received in the course of business by the University, whether or not such credit card information is covered by GLB. Covered data and information includes both paper and electronic records.

   b. Student Financial Information is that information that the university has obtained from a student in the process of offering a financial product or service, or such information provided to the University by another financial institution. Offering a financial product or service includes offering student loans to students, receiving income tax information from a student’s parent when offering a financial aid package, and other miscellaneous financial services as defined in 12 C.F.R. § 225.28. Examples of student financial information include addresses, phone numbers, bank and credit card account numbers, income and credit histories and Social Security numbers, in both paper and electronic format.

2. Acknowledgment of Access to Covered Data and Information: Service Provider acknowledges that the Agreement allows the Service Provider access to Covered Data and Information. Specifically, access to the following categories of Covered Data and Information is anticipated under the Agreement:

3. Prohibition on Unauthorized Use of Disclosure of Covered Data and Information: Service Provider agrees to hold the Covered Data and Information in strict confidence. Service Provider shall not use or disclose Covered Data and Information received from or on behalf of the University except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by the University.

4. Safeguard Standard: Service Provider agrees that it will protect the Covered Data and Information it receives from or on behalf of the University according to commercially acceptable standards and no less rigorously than it protects its own confidential information.

5. Return or Destruction of Covered Data and Information: Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall:

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a. Return to the University or, if return is not feasible, destroy all Covered Data and Information in whatever form or medium that Service Provider received from or created on behalf of the University. This provision shall also apply to all Covered Data and Information that is in the possession of subcontractors or agents of Service Provider. In such case, Service Provider shall retain no copies of such information, including any compilations derived from and allowing identification of Covered Data and Information. Service Provider shall complete such return or destruction as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of the Agreement. Within such thirty (30) day period, Service Provider shall certify in writing to the University that such return or destruction has been completed.

b. If Service Provider believes that the return or destruction of Covered Data and Information is not feasible, Service Provider shall provide the protections of this Addendum to Covered Data and Information received from or created on behalf of the University, and limit further uses and disclosures of such Covered Data and Information, for so long as Service Provider maintains the Covered Data and Information.

6. Term and Termination:

a. This Addendum shall take effect upon the earlier of execution or May 23, 2003.

b. In addition to the rights of the parties established by the underlying Agreement, if the University reasonably determines in good faith that Service Provider has materially breached any of its obligations under this Addendum, the University, in its sole discretion, shall have the right to:

(i) exercise any of its rights to reports, access and inspection under this Addendum; and/or

(ii) require Service Provider to submit to a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Addendum; and/or

(iii) provide Service Provider with a fifteen (15) day period to cure the breach; and/or

(iv) terminate the Agreement immediately if Service Provider has breached a material term of this Addendum and cure is not possible.

c. Before exercising any of these options, the University shall provide written notice to Service Provider describing the violation and the action it intends to take.

7. Subcontractors and Agents: If Service Provider provides any Covered Data and Information which was received from, or created for, the University to a subcontractor or agent, then Service Provider shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Service Provider by this Addendum.

8. Maintenance of the Security of Electronic Information: Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Covered Data and Information received from, or on behalf of, the University.

9. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Service Provider shall report to the University any use or disclosure of Covered Data and Information not
authorized by this Addendum or otherwise authorized in writing by the University. Service Provider shall make the report to the University not less than one (1) business day after Service Provider learns of such use or disclosure. Service Provider’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Covered Data and Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider had done or shall do to mitigate any deleterious effect of unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by the University.

10. **Indemnity.** Service Provider shall defend and hold the University harmless from all claims, liabilities, damages, or judgments involving a third party, including the University’s costs and attorney fees, which arise as a result of Service Provider’s failure to meet any of its obligations under this Addendum.

11. **Survival.** The respective rights and obligations of Service Provider under Section 5 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

The Board of Regents of the University of Nebraska

By: __________________________

Title: __________________________

Date: __________________________

SERVICE PROVIDER: __________________________

Print name: __________________________

By: __________________________

Title: __________________________

Date: __________________________

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EXHIBIT E - TERMS AND CONDITIONS FOR UNIVERSITY CHECKING ACCOUNTS

University Checking Account

To receive the premium annual percentage yield on the University Checking Account, the accountholder must meet the following four criteria per statement cycle:

- 12 VISA® Debit Card purchases posted per statement cycle (ATM transactions do not apply)
- E-statement (a valid e-mail address is required)
- Access Online Banking at least once during the statement cycle
- One Direct Deposit posted during the statement cycle