

LICENSE & MARKETING SUPPORT AGREEMENT

THIS LICENSE & MARKETING SUPPORT AGREEMENT ("Agreement") is effective the 1st day of July, 2016, ("Effective Date") by and between the University of Oregon Alumni Association, Inc., an Oregon not-for-profit corporation, having offices at 1204 University of Oregon, Eugene, Oregon 97303-1204 ("UOAA"), Oregon Community Credit Union, an Oregon state chartered credit union and its wholly owned subsidiary OCCU Card Services, LLC, ("Affiliate") having offices at 2880 Chad Drive, Eugene, Oregon 97408 (collectively, the "Credit Union") and the University of Oregon Foundation, a Oregon nonprofit corporation ("UOF"), having offices at 1720 East 13th Avenue, Suite 410, Eugene, Oregon 97403, with respect to only Sections 2 (Marketing Lists) and 6 (Confidentiality/Safeguarding Data.)

RECITALS

WHEREAS, Credit Union is in the business of providing financial products and services to their members and customers and will collectively perform and provide the services under this Agreement;

WHEREAS, UOAA and Credit Union desire to support Credit Union's promotion and provision of financial products and services to the officers, directors, Alumni, donors, fans, and friends of the UOAA (collectively, the "UOAA Members") and members and prospective members of the Credit Union (collectively, "Credit Union Members"); and

WHEREAS, UOF, is the owner of the UOAA Members' contact information, which may include names, addresses, e-mail addresses, phone numbers and other confidential or proprietary information

WHEREAS, UOAA, is willing to make such confidential information available to Credit Union in connection with Credit Union's offering of financial products and services to the UOAA Members and Credit Union Members, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. License to Use Marks.

(a) License to Credit Union. During the term of this Agreement, Credit Union shall have the right and license to use the respective name, trademarks, servicemarks, copyrights, logo(s), designs, artwork and other related proprietary images of UOAA and the University of Oregon ("University") set forth in Exhibit A attached hereto (collectively, the "UOAA Marks" or "Marks"): (i) with respect to UOAA as the Marks now exist or as they may be revised or modified during the Term hereof, or (ii) any new Marks developed by UOAA after the Effective Date hereof in connection with the Credit Union's marketing and servicing of the financial products and services to UOAA Members and current and prospective Credit Union Members under this Agreement and together with the marketing support shall be hereinafter referred to as the "Program." Such right and license shall apply or extend to the financial products and services provided by Credit Union which may include but are not limited to the following: credit and debit cards, consumer and commercial deposit accounts and loans, electronic services; electronic communications; and financial and investment services as

currently provided or provided in the future ("Financial Products and Services"). In the event Credit Union identifies additional Marks of University, whether new, current, or modifications of current marks, which the Credit Union desires to add to Exhibit A by amendment to this Agreement, UOAA agrees in good faith to attempt so secure the rights from University to allow it to execute such an amendment. All artwork produced by the Credit Union using the UOAA Marks shall be pre-approved by the UO Brand Management department, if required. UOAA agrees it shall not permit any person or entity, including a competitor of the Credit Union, to use its UOAA Marks or other marks of the University that have been licensed to UOAA in connection with or in any manner referring to any Card or financial product covered by this Agreement or any subsequent agreement, without prior written consent of the Credit Union. In the event of any unauthorized or illegal use of the UOAA Marks, UOAA shall cooperate with the Credit Union in causing such unauthorized or illegal use to stop. Except for amounts paid to UOAA pursuant to Section 5 the Credit Union shall not be required to pay any additional amounts to UOAA in connection with the use of the Marks in conjunction with the Program. Following termination of this Agreement, the Credit Union's Financial Products and Services and related operational and promotional materials issued during the Term hereof and related account documents may continue to bear the Marks until the latter of the expiration date displayed on any documents, access devices or Cards or within a reasonable time following termination for the Credit Union to use up the existing stock of such documents or reissuance or replacement or renewal access devices or Cards. Subject to and consistent with the rules and regulations of any applicable payment network association or entity, the Credit Union shall comply with the standards established by UOAA with respect to the form of the Marks and their usage.

(b) License to UOAA. During the Term of this Agreement, UOAA shall have the right and license to use the respective name, trademarks, servicemarks, copyrights, logo(s), designs, artwork and other related proprietary images of the Credit Union (i) as they now exist or as they may be revised or modified during the Term hereof, or (ii) any new marks developed by the Credit Union after the effective date hereof (collectively, the "Credit Union Marks") in connection with UOAA's marketing support activities in Exhibit B. Examples of the current Credit Union Marks are set forth in Exhibit A attached hereto. UOAA shall not be required to pay any additional amounts to Credit Union in connection with the use of the Credit Union Marks in conjunction with the Program. Upon termination of this Agreement, UOAA shall cease using the Credit Union Marks. UOAA shall comply with the standards established by Credit Union with respect to the form of the Credit Union Marks and their usage.

(c) Ownership of Marks. The Credit Union Marks and UOAA Marks, are herein collectively referred to as "Marks." Subject to the licenses granted above, each of the parties hereto is and shall remain the owner or licensee of all rights in and to the Credit Union Marks or UOAA Marks, respectively with full right and authority to license such marks under this Agreement. Any and all rights to the Marks not herein specifically granted and licensed are reserved by the respective owner. Except as otherwise specifically provided for in Section 1(a) hereof, upon the termination of this Agreement, all rights conveyed hereunder with respect to the use of the Marks shall cease, and all such rights shall revert to the respective owner or licensor. Upon termination of this Agreement, the Credit Union shall have no further right to market its Financial Products and Services using Marks the UOAA owns or licenses from University, or to further utilize any promotional materials containing UOAA owned or licensed Marks, except as expressly provided in this Agreement. However, nothing contained herein shall require the Credit Union to cancel or to terminate any Financial Products and Services issued in connection with this Agreement.

(d) Unauthorized Use of Marks. Each party agrees that any unauthorized use of its Marks may cause immediate and irreparable harm to the owner or licensee of the Marks for which money damages may not constitute an adequate remedy. In that event, each party agrees, that in addition to any other remedies the owner or licensee of the Marks may have, the parties shall have the right to seek injunctive relief for any violation of the license to use its respective Marks. The parties understand and agree Credit Union has entered a separate license agreement with IMG College LLC for limited use of University of Oregon logos and marks for specific sporting events and media, which rights do not conflict with the rights and will not be considered unauthorized uses of the Marks under this Agreement.

2. Marketing Lists.

(a) Providing the Lists. During this Agreement, the UOAA shall provide the Credit Union with lists of all existing (active and inactive) and prospective UOAA Members and Alumni, including names, U.S. postal addresses and e-mail addresses via secure, electronic files (the "Lists"). The Lists will be provided by the UOAA in accordance with the Data Security Agreement executed between the Credit Union and the UOF and attached as this Agreement's Exhibit C. UOAA shall use its best efforts to provide as complete and accurate List as possible of all UOAA Members. The Lists shall consist of a minimum of 15,000 UOAA Members, who are U.S. residents, at least twenty-one (21) years of age and who have not previously notified UOAA in writing of their election to exercise rights expressly granted by UOAA or as required by law under privacy opt-out, or "do-not-solicit" or "do-not-call" provisions, if directly applicable ("Mailable Names"). UOAA shall provide Credit Union with updated Lists upon Credit Union's request upon the frequency as the parties mutually agree. UOAA shall provide all Lists to Credit Union at no additional cost to the Credit Union other than the payments under Section 5. UOAA understands and agrees that an essential component of the Program is UOAA's ability to provide Lists to the Credit Union and that, therefore, except as required by law, for the duration of the contract UOAA shall not (i) modify or otherwise amend its privacy policy to prohibit or limit UOAA from providing the Lists to Credit Union or the Credit Union's contracted service providers or designated agents as set forth in this Agreement; (ii) grant or extend, modify, amend, any opt-out or non solicitation rights to UOAA Members regarding Financial Products and Services or the Program except as required by applicable federal or state law; or (iii) sell or otherwise permit or facilitate, directly or indirectly, any person or entity, including a competitor of the Credit Union, to use the Lists in connection with or in any manner associated with Credit Union's Financial Products and Services including but not limited to the marketing, soliciting or offering of Credit Union's Financial Products and Services without prior written consent of the Credit Union. Nothing in this paragraph or agreement shall require the UOAA to provide lists of any current University students, parents, faculty, or other applicable active University constituents or otherwise provide information that the University may not disclose under applicable state and federal privacy laws.

(b) Use of Lists. Credit Union shall use the Lists provided by the UOF, at the request of the UOAA, - consistent with the intent and terms of this Agreement to market Financial Products and Services offered by the Credit Union. Credit Union may solicit UOAA Members through the Credit Union's then current marketing channels, excluding direct email solicitation unless distributed directly through the UOAA, no less than quarterly each year of this Agreement and more often than quarterly each year as mutually agreed to by both parties. Credit Union shall not disclose or otherwise make available such Lists to any unaffiliated third party (except for the purpose of fulfilling Credit Union's performance and other obligations under this Agreement) without the express written consent of the UOF and UOAA. The Lists provided by UOF, at the request of the UOAA, shall and will remain the sole property

of the UOF. However, to the extent that such UOAA names or other data included in the Lists become available to the Credit Union from a source other than UOAA, such names shall also be owned by the Credit Union. Credit Union will, subject to applicable law requiring record retention, return the Lists to UOF via UOAA or destroy them upon the termination of this Agreement, as instructed by UOAA or UOF. However, Credit Union may maintain separately all information that it obtains as a result of any account or service relationship or from any application for an account or service relationship it directly establishes with any UOAA Member. Such account information shall be part of the Credit Union's files and not subject to this Agreement. The Credit Union will return to the UOAA or the UOF, quarterly, all non-deliverable records, including any new addresses on returned records.

3. Credit Union Financial Products and Services. Credit Union may offer Financial Products and Services to its members and prospective members and UOAA Members in accordance with the following provisions:

(a) Credit Union Marketing. Subject to subsection (c) of this Section 3, the Credit Union shall, at its own expense, design, develop and produce such Marketing Materials as it deems appropriate to promote the Program to its members and the UOAA Members. The Credit Union reserves the right to limit its solicitation materials to those persons it selects in accordance with the Credit Union's operational and credit criteria and credit practices.

(b) Use of UOAA Marks. UOAA shall have the right to approve the use of its UOAA Marks on the Financial Products and Services documents or any plastic card stock, such approval not to be unreasonably withheld. In the event of any change in UOAA Marks, if UOAA requires the immediate use of its new UOAA Marks in the Program, UOAA shall reimburse Credit Union for any additional expenses incurred by Credit Union in connection with the use of the altered UOAA Marks mutually agreed upon by Credit Union and UOAA. Credit Union shall have the right to include on the reverse side of the Financial Products and Services, such information as the Credit Union shall deem appropriate for its contractual and regulatory requirements.

(c) Marketing Materials. Credit Union shall notify UOAA of its planned marketing, promotional or solicitation of materials under this Agreement; bearing UOAA information, printed or otherwise, which the Credit Union intends to utilize to market Financial Products and Services to and among its members and prospective members and UOAA Members ("Marketing Materials") as well as any merchandise used to encourage individuals to apply for or use any Financial Products and Services. UOAA may request a review of the promotional content of such Marketing Materials and Credit Union shall promptly provide UOAA of such Marketing Materials. Where applicable, UOAA shall review the Marketing Materials and provide any objections on a timely basis. The review by UOAA of any Marketing Materials submitted by Credit Union for review shall not be unreasonably withheld. In order to maintain Marketing Materials production and solicitation schedules, UOAA agrees to review of Marketing Materials within five (5) business days following UOAA's receipt of such request and if no response or objection is received such approval may be deemed received. Each party reserves the right to communicate information to its members, which does not utilize information or Marks, without the prior approval of the other party.

(d) Ownership of Work Product. Subject to the UOAA ownership of its Marks and the licensing rights herein, Credit Union shall have and retain all ownership rights (including without limitation, ownership of any copyrights) in the copy, artwork, layouts, designs, scripts, storyboards, tape, film, mechanicals and any other documents or material that

constitutes or are prepared by Credit Union in connection with the Financial Products and Services or Marketing Materials (collectively, "Work Product"). UOAA's review of the Work Product does not constitute Work Product prepared by such party.

(e) Enhancement Products. Credit Union may market the Financial Products and Services via the usual and customary marketing channels for such products subject to applicable restrictions in 2(b) and 3(c) above. Credit Union may provide members and prospective members access to other financial products and services offered by the Credit Union or through any of its affiliated companies.

4. Marketing Support.

(a) UOAA Marketing Support. UOAA agrees to provide Credit Union with marketing support including sponsorship recognition and activities and media support as the parties mutually agree from time to time including the activities and support as set forth on Exhibit B.

(b) Website Access. UOAA shall provide marketing support of the Program through premium placement on its website at no cost to Credit Union. UOAA shall provide above the fold on the home page of its current website located at www.uoalumuni.com or any successor or future website, a prominent link to a Credit Union web page in order to enable UOAA Members to apply for or access any Financial Products and Services.

(c) Event Marketing. UOAA shall permit the Credit Union to market at events fully controlled by the UOAA subject to prior approval by the UOAA, approval of which should not be unreasonably withheld, and that are not precluded by other University contracts, rules, policies or applicable law.

(d) Marketing Assurances. In order to further the success of the Program, the parties agree:

i. In the event that any of the marketing activities set forth herein violate any current or future applicable federal or state law or regulation or any policy of the parties, the parties shall use commercially reasonable efforts to identify or develop alternative marketing opportunities that comply with such law, regulation or policy;

ii. To use commercially reasonable marketing efforts to develop, test market and offer promotions of Financial Products and Services to Members and prospective members, including, but not limited to direct mail, event marketing, take-ones and internet banners;

iii. Provide Credit Union the marketing and promotional media set forth herein and such other promotional channels and opportunities to which the parties may mutually agree.

5. License Fee. In consideration of the license and marketing support services provided by UOAA, Credit Union agrees to pay UOAA an annual license fee as follows: 2016 - \$100,000; 2017 - \$100,000; 2018 - \$120,000; 2019 - \$120,000 and 2020 - \$150,000 ("License Fee"). The annual License Fee shall be paid in two equal installments beginning on or around July 1, 2016, and January 1, 2017, and in similarly dated installments each year thereafter during the term of this Agreement.

6. Confidentiality/Safeguarding Data.

(a) General Confidentiality. The parties acknowledge and agree that the terms of this Agreement and all information provided to or in connection with either party's performance under this Agreement shall be considered confidential and proprietary information ("Confidential Information") and, other than owned data as referenced in Section 6 (c) below, shall not be disclosed to any third party (other than its affiliates and agents with a need to know) by the party receiving Confidential Information ("Receiving Party") without the prior written consent of the party providing the Confidential Information ("Disclosing Party"). Confidential Information shall include without limitation: (i) Nonpublic Personal Information, including names and addresses (ii) demographic, behavioral and credit information relating to Credit Union Members, prospective members or the Lists provided to the Credit Union pursuant to Section 2; (iii) terms of this Agreement, Marketing Materials; strategies and targeting methods; (iv) business objectives, assets and properties; and (v) programming techniques and technical, developmental, cost and processing information. Unless inconsistent with the provisions of (b) below, the obligations with respect to Confidential Information shall not apply to Confidential Information that (i) either party or its personnel already know at the time it is disclosed as shown by their written records; (ii) is publically known without breach of this Agreement; (iii) either party received from a third party authorized to disclose it without restriction; (iv) either party, its agents or subcontractors, developed independently without use of Confidential Information; or (v) either party is required by law, regulation or valid court or governmental agency order to disclose, in which case the party receiving such an order must give prompt notice to the other party, allowing them to seek a protective order.

(b) Member/Consumer Privacy. All capitalized terms used in this Section 6 and not otherwise defined shall have the meanings throughout this Agreement set forth in the Regulation P, "Privacy of Consumer Financial Information," (12 CFR Part 1016), as amended from time to time (the "Privacy Regulation"), issued pursuant to Section 504 of the Gramm-Leach-Bliley Financial Modernization Act of 1999 (15 U.S.C. 6801 *et seq.*). The parties acknowledge that the Privacy Regulation governs disclosure of Nonpublic Personal Information about Consumers, including the Credit Union's Members, prospective members and Customers of Credit Union's Affiliate. UOAA and Credit Union each hereby agree that with respect to Nonpublic Personal Information provided to the Receiving Party, the Receiving Party shall:

i. Comply with the terms and provisions of the Privacy Regulation, including without limitation, the provisions regarding the sharing of Nonpublic Personal Information;

ii. Not disclose to any third party other than affiliates without prior consent or use of any Nonpublic Personal Information that it obtains from the Disclosing Party except to carry out the purposes for which the Disclosing Party provided such Nonpublic Personal Information;

iii. Comply with Information Security Requirements and Standards as agreed to by both parties and upon reasonable notice from the Disclosing Party, shall permit the Disclosing Party to audit the Receiving Party's current security policies, procedures and, if requested, operations for compliance with the Information Security Requirements and Standards. Such audit shall be limited to one per any 12 month period and shall include solely the systems and environments containing the Disclosing Party's Nonpublic Personal Information. At either party's discretion, a third party may perform the audit on their behalf.

iv. Not make any changes to its security measures that would increase the risk of unauthorized access to Nonpublic Personal Information.

v. With respect to Nonpublic Personal Information released to the Receiving Party by the Disclosing Party, the Receiving Party shall control access to any network or system on which Nonpublic Personal Information from the Disclosing Party is stored through the use of Information Security measures or policies restricting access to Nonpublic Personal Information only to those with a need to know.

(c) Use of Confidential Information. The Receiving Party shall use Confidential Information only for the purpose of performing the terms of this Agreement and shall not accumulate in any way or make use of Confidential Information for any other purpose. Upon successful conversion of a record to a Credit Union account, service, or card holder, Credit Union shall be permitted to make use of that data for their purposes, within the parameters of Credit Union protocol. Such converted records shall be considered Credit Union owned data under the terms of this Agreement. UOAA and UOF shall use Confidential Information received from Credit Union for their purposes, within the parameters of UOAA and UOF protocol. Such received records shall be considered UOAA and UOF owned data under the terms of this Agreement. The Receiving Party shall ensure that only its employees, authorized agents, or subcontractors who need to know Confidential Information to perform this Agreement will receive Confidential Information and that such persons agree to be bound by the provisions of this Section and maintain the existence of this Agreement and the nature of their obligations hereunder strictly confidential.

(d) Loss of Confidential Information. In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party, the Receiving Party shall promptly, at its own expense (i) notify the Disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize damages from such disclosure or loss; and (iii) cooperate in all reasonable respects with the Disclosing Party.

(e) Unauthorized Use or Disclosure of Confidential Information. Each party agrees that any unauthorized use or disclosure of Confidential Information may cause immediate and irreparable harm to the Disclosing Party for which money damages may not constitute an adequate remedy. In that event, each party agrees that injunctive relief may be warranted in addition to any other remedies the Disclosing Party may have. In addition, the Receiving Party agrees promptly to advise the Disclosing Party in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information which may come to its attention and to take all steps at its own expense reasonably requested by the Disclosing Party to limit, stop or otherwise remedy such misappropriation, disclosure or use.

(f) Return or Destruction of Confidential Information. Upon either party's demand following a breach of this Agreement or upon the termination of this Agreement the parties shall comply with each other's reasonable instructions regarding the disposition of Confidential Information that may include return of any and all Confidential Information (including any copies or reproductions thereof), excluding any archival copy retained systematically as a function of the Receiving Party's disaster recovery or record retention process or material provided to its regulator, if applicable, and any owned data as referenced in Section 6 (c). Such compliance shall be certified in writing, including a statement that no copies of Confidential Information have been kept.

(g) Use of a Party's Name. Except as necessary for its performance under this Agreement, neither party shall use the name of the other party, its affiliates or subsidiaries in connection with any representation, solicitation, promotion, sales or marketing publication or advertisement, or make any public statement relating to such other party, its affiliates or subsidiaries, without the prior full disclosure of same to the other party, and the prior written consent of such other party. Notwithstanding the foregoing, UOAA agrees that Credit Union may include UOAA's name and UOAA's Marks in connection with any materials approved by UOAA or as otherwise provided in this Agreement.

(h) PCI Compliance. Credit Union and its Affiliate will maintain and operate the Program in compliance with all PCI requirements applicable to Credit Union and its Affiliate as card issuer.

(i) Press Releases. Except as may be required by law, regulation or any governmental authority, neither party, nor any of its affiliates, shall issue a press release or make a public announcement related to the subject matter of this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed.

(j) Confidential Information Requests by Third Parties. The parties maintain that neither the UOF nor UOAA are public entities subject to the public records laws of the State of Oregon. However, should UOF or UOAA be required, by law, to release Confidential Information to a third party, either UOF or UOAA shall exercise its best efforts to notify Credit Union as soon as possible of such request pursuant to the notification provisions of this Agreement. Such notification shall include a copy of the written request received by UOF or UOAA. As soon as it is reasonably possible following such notice, UOAA shall provide the Credit Union with copies of any documents and/or other materials that UOAA believes to be responsive to such request. UOAA shall respond to such request by either: (i) rejecting such request; or (ii) acknowledging receipt of such request and advising the requesting party that a subsequent response will be forthcoming. Credit Union shall have ten (10) business days from the date of UOAA's response to take whatever action (legal or otherwise) it deems necessary (at its sole expense) to prevent the disclosure of Confidential Information by UOAA. UOAA shall provide Credit Union with reasonable assistance, except that UOAA shall not be required to take any action that would result in UOAA incurring additional direct out-of-pocket expenses unless such expenses are reimbursed to UOAA by the Credit Union. In the event Credit Union fails to commence any act to prevent the disclosure of Confidential Information within such ten (10) business days period, any subsequent disclosure of Confidential Information by UOAA shall not constitute a breach of Confidential Information by UOAA shall not constitute a breach of this Section 6.

7. Representations and Warranties. The parties make the following representations and warranties as of the date hereof:

(a) Credit Union. Credit Union represents and warrants that (i) it is an Oregon state chartered credit union duly organized, validly existing and in good standing under the laws of Oregon, and (ii) the execution and delivery by Credit Union of this Agreement, and the performance of Credit Union of the transactions contemplated hereby are within Credit Union's corporate powers, have been duly authorized by all necessary corporate action, do not require consent or other action by or in respect of, or filing with, any third party or governmental body or agency (other than informational filings required by law or any applicable payment network association), and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the governing documents of Credit

Union or of any agreement, judgment, injunction, order, decree or other instrument binding upon Credit Union; and (iii) it is the owner of and is authorized to grant to UOAA a license to use the Credit Union Marks and is not currently aware of any claims, and is not currently involved in any litigation, challenging the Credit Union's ownership or rights to the Credit Union Marks.

(b) Affiliate. The Affiliate represents and warrants that (i) it is a limited liability company duly organized, validly existing and in good standing under the laws of Oregon, and (ii) the execution and delivery by Affiliate of this Agreement, and the performance of the of the transactions contemplated hereby are within Affiliate's corporate powers, have been duly authorized by all necessary corporate action, do not require consent or other action by or in respect of, or filing with, any third party or governmental body or agency (other than informational filings required by law or any applicable payment network association), and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the governing documents of Affiliate or of any agreement, judgment, injunction, order, decree or other instrument binding upon Affiliate.

(c) UOAA. UOAA represents and warrants that (i) it is an Oregon non-profit corporation duly organized, validly existing and in good standing under the laws of the Oregon; (ii) the execution and delivery by UOAA of this Agreement, and the performance of UOAA of the actions contemplated hereby are within UOAA's corporate powers, have been duly authorized by all necessary corporate action, have been authorized by all necessary third parties including but not limited to the University, the Foundation and the University Athletic Department and do not require consent or other action by or in respect of, or filing with, any other third party or governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the charter or bylaws of UOAA or of any agreement, judgment, injunction, order, decree or other instrument binding upon UOAA and do not require the payment of any other fees or royalties, except as set forth herein, on the part of Credit Union; (iii) it is the owner of, and/or has the right to and is authorized to grant to Credit Union the right an license to use the UOAA Marks and is not currently aware of any claims, and is not currently involved in any litigation, challenging UOAA's ownership or rights to the UOAA Marks; (iv) it has the right to provide the Lists as described herein; and (v) it has the right to grant access to University athletic events for purposes not inconsistent with this Agreement.

(d) Mutual Covenants.

i. Each of the parties covenant and agree that it has not suffered any event that has or could reasonably be expected to have a material adverse change in, or material adverse effect upon, (including but not limited to its: business, operations, properties, assets, liabilities, reputation or condition (financial or otherwise) or a material impairment of its ability to perform its obligations under this Agreement.

ii. The parties further agree to abide by all laws, rules and regulations applicable to that party and to the Program.

8. Indemnification.

(a) Indemnification by UOAA. UOAA shall indemnify, defend and hold Credit Union and its Affiliate, their officers, directors, employees, subcontractors and agents harmless from and against all claims, actions, suits or other proceedings brought by a third party, and any and all losses, judgments, damages, expenses or other costs (including

reasonable counsel fees and disbursements) ("Claims"), arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of UOAA contained Section 7 above, (ii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by Credit Union of the UOAA Marks as contemplated by this Agreement, (iii) any actual or alleged negligent act or omission or willful misconduct of UOAA or its directors, officers, employees or agents in connection with the entry into or performance of this Agreement.

(b) Indemnification by Credit Union. Credit Union shall indemnify, defend and hold UOAA and its officers, directors, employees, subcontractors and agents harmless from and against all Claims arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of Credit Union contained Section 7 above, (ii) any actual or alleged act or omission of Credit Union in connection with the issuance of Financial Products and Services and/or the administration of Financial Products and Services which constitutes a violation of applicable law, (iii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by UOAA of the Credit Union Marks as contemplated by this Agreement, or (iv) any actual or alleged negligent act or omission or willful misconduct of Credit Union or its directors, officers, employees or agents in connection with the entry into or performance of this Agreement.

(c) The parties agree that the UOAA is not part of the University of Oregon, the State of Oregon, the State Board of Higher Education, a state agency, an instrumentality of the State of Oregon, or a public entity. Rather the UOAA is separately incorporated non-profit entity. Accordingly, the parties further agree that any potential claims against UOAA shall be claims against only the UOAA, and no claim may be brought against the University of Oregon, the State of Oregon, the State Board of Higher Education, or any University of Oregon officer, employee or board member for actions or inactions taken by the UOAA.

9. Exclusivity. During the Term of this Agreement, the Credit Union and its Affiliate shall have the exclusive right to license the UOAA Marks for its Financial Products and Services and all other financial services (except for existing services provided by Liberty Mutual or other fully executed service contracts between UOAA and a third party services providers not in conflict with this Agreement). UOAA agrees that during the Term hereof it shall not by itself or in conjunction with others, directly or indirectly, or through any parent, affiliate or subsidiary, offer or endorse, or enter into any agreement with others for the provision of Financial Products and Services and all other financial services, with or without UOAA's Marks to UOAA Members.

10. Term. Subject to the subsections 11(a)-(d) below, this Agreement shall be effective as of the Effective Date and shall continue for an initial term of five (5) years (the "Initial Term"). Following the Initial Term, this Agreement shall be automatically renewed for a renewal term of one (1) year ("Renewal Term") unless, at least 180 days prior to the termination of the Initial Term or the then current Renewal Term, either party shall have notified the other in writing of its decision not to renew this Agreement under the current terms and conditions. (Initial Term and Renewal Term are collectively referred to as "Term"). If upon expiration of the Term, a new agreement has not been finalized, this Agreement will auto-renew at the then current annual License Fee in effect immediately preceding such auto-renewal and until such time as a new agreement is finalized or the parties agree not to renew.

11. Default/Termination.

(a) Material Default. If there is a material default by either party in the performance of the terms and conditions of this Agreement, and such default shall continue for a period of 30 days after receipt by the defaulting party of a written notice thereof from the nondefaulting party (setting forth in detail the nature of such default), then this Agreement shall terminate at the option of the nondefaulting party as of the 31st day following the receipt of such written notice. If, however, the default cannot be remedied within such thirty (30) day period, such time period shall be extended for an additional period of not more than thirty (30) days, so long as the defaulting party has notified the nondefaulting party in writing and in sufficient detail of its plans to initiate substantive steps to remedy the default and diligently thereafter pursues the same to completion within such additional thirty (30) day period.

(b) Insolvency. This Agreement shall be deemed immediately terminated, without the requirement of further action or notice by either party, in the event that the other party, or a direct or indirect holding company of such other party: (i) shall become subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceedings (including but not limited to, the takeover of such party by the applicable regulatory agency) pursuant to applicable state or federal law; (ii) shall take any action to authorize commencement of any such proceedings; or (iii) ceases to conduct its normal and customary business operations.

(c) Material Change in Law, Etc. In the event that any material change in any federal, state or local law, statute, regulation, operating rule or requirement, or any material change in any operating rule or regulation of MasterCard International ("MasterCard"), Visa USA, Inc. ("Visa") or any other applicable payment network association or entity makes the continued performance of this Agreement or the Credit Union's provision of Financial Products and Services under the then current terms and conditions commercially non-viable, impractical or illegal or in the event of any change in any card network's interchange rate(s) or similar rate(s) when measured separately or together with all other rate changes since the Effective Date, and any such non-viable, impractical or illegal conditions has more than a de minimis adverse impact on the Credit Union's business as determined by the Credit Union in its discretion ("Impact") then Credit Union may notify UOAA in writing of Credit Union's desire to renegotiate any other financial terms in the Agreement to address the Impact. The parties will use good faith efforts to modify the Program and provisions of this Agreement to satisfactorily address the non-viability, impracticality or potential illegal activity or Impact and the continued performance of the remaining provisions of the Agreement in a legal and commercially practical manner. If the parties are unable to reach agreement or acceptable modifications to this Agreement within 60 days, either party then may terminate this Agreement upon ninety (90) days advance written notice, or sooner as may be required by applicable law. Such written notice shall include a detailed explanation and evidence of the commercially impracticality or illegality imposed as a result of such change and the terminating party's inability to continue with performance under this Agreement as currently structured. Such termination shall be without liability or damages to the terminating party.

(d) Effect of Termination. Upon termination of this Agreement.

i. To the extent allowed by law, the parties each shall promptly destroy or return to the other all materials, including take-ones, Lists, Marketing Materials and other Confidential Information that have been exchanged pursuant to this

Agreement, such destruction to be certified in writing, including a statement that no copies have been kept;

ii. All Accounts that have been opened pursuant to the terms hereof, together with all Accounts for which applications have been received but not yet processed by Credit Union as of the effective date of such termination, shall remain the sole and exclusive property of Credit Union.

iii. Following the effective date of the termination of this Agreement, Credit Union will not issue any renewal or replacement Financial Products and Services including any replacement cards with any UOAA Marks or references to UOAA on such cards. Credit Union may issue Financial Products and Services to Members whose applications or requests are received after the effective date of such termination, and provide such Financial Products and Services and documentation with any UOAA Marks or references to UOAA only for the transition period on as set forth above.

iv. Except as otherwise specifically set forth herein, all obligations to UOAA shall cease on the effective date of such termination.

v. Credit Union's obligations to make any license fee payments or other payments shall cease immediately upon the termination of this Agreement for any reason.

vi. Upon termination of this Agreement by Credit Union pursuant to subsections 11 (a)-(c) only, UOAA shall return to Credit Union any unearned Guarantee paid to UOAA pursuant to then existing Agreement, within ten (10) days of the effective date of such termination.

vii. Pursuant to Credit Union's making a declaration of sustained financial non-viability of the Program, whereby despite its best efforts the Credit Union is unable to sustain operation of the Program in a manner sufficient to safeguard its member's assets, it may terminate this Agreement. Upon such termination, payment of all License Fees owed pursuant to the then remaining term of the Agreement at the time of such termination shall cease and UOAA shall retain any and all License Fee installments paid prior to such termination. Notwithstanding the preceding, prior to such termination, Credit Union shall provide no less than thirty (30) days' written notice to UOAA of its intent to terminate the Agreement under this sub-section and agrees thereupon to negotiate in good faith with UOAA prior to the effective date of such termination in an effort to demonstrate and resolve causation for the financial non-viability.

12. Non-Competition. With respect to all Accounts established pursuant to this Agreement, UOAA agrees that neither UOAA, its affiliates, nor any entity which UOAA controls shall by itself or in conjunction with others, directly or indirectly, during the term of this Agreement and for a period of two (2) years following the termination of this Agreement for any reason whatsoever, specifically target and offer Financial Products and Services the same as provided by the Credit Union. Provided however, UOAA may, after termination of this Agreement, offer UOAA Members the opportunity to participate in another financial services or credit card program endorsed by UOAA, as a part of a general solicitation to all UOAA Members.

13. Notices. Any and all notices or other communication required or permitted under this Agreement shall be in writing and shall be delivered either by personal delivery, by facsimile; by nationally recognized overnight courier service, or by certified or registered mail, return receipt requested, addressed as follows:

If to Credit Union and its Affiliate, to:

Oregon Community Credit Union
2880 Chad Drive
Eugene, OR 97408
Attention: CFO

If to UOAA, to:

University of Oregon Alumni Association, Inc.
1204 University of Oregon
Eugene, OR 97403-1204
Attn: Executive Director

If to UOF, to:

University of Oregon Foundation.
1720 East 13th Avenue, Suite 410
Eugene, OR 97403-1204
Attn: Karl Otto

Or to such other person or address as either party shall have previously designated to the other by written notice given in the manner set forth above. Notices shall be deemed given one day after sent, if sent by facsimile or by overnight courier; when delivered and receipted for, if hand delivered; or when receipted for (or upon the date of attempted delivery where delivery is refused) if sent by certified or registered mail, return receipt requested. Where notice requires a response in ten (10) or fewer business days, the notice shall be sent by hand delivery or facsimile.

14. Assignment. The Parties may not assign this Agreement.

15. Entire Agreement/Amendment. This Agreement, including exhibits, constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all prior written and oral proposals, understandings, agreements, and representations, all of which are merged herein. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by all of the parties hereto.

16. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the nonperforming party with respect thereto shall continue in full force and effect.

17. Severability. In the event that any provision of this Agreement shall, for any reason, be deemed to be invalid and unenforceable, the parties shall use commercially reasonable efforts to modify the Agreement consistent with the original intent of the parties and the remaining provisions of this Agreement shall remain in full force and effect.

18. Dispute Resolution. UOAA and Credit Union hereby agree that all disputes shall be resolved pursuant to this Section, except that equitable relief may be sought pursuant to the confidentiality provisions of Section 6 from any court of competent jurisdiction.

(a) Informal Dispute Resolution. Any controversy or claim between UOAA, on the one hand, and Credit Union on the other hand, arising from or in connection with this Agreement or the relationship of the parties under this Agreement whether based on contract, tort, common law, equity, statute, regulation, order or otherwise ("Dispute") shall be resolved as follows:

i. Upon written request of either UOAA or Credit Union, a duly appointed representative(s) of each party will meet for the purpose of attempting to resolve such Dispute. Should they be unable to resolve the Dispute, the Executive Director of UOAA will meet with the Credit Union's President or designee (the "Executives") in an effort to resolve the Dispute. Said meeting shall be in person or by telephone.

ii. The Executives shall meet as often as the parties agree to discuss the problem in an effort to resolve the Dispute without the necessity of any formal proceeding.

iii. Formal arbitration proceedings for the resolution of a Dispute may not be commenced until the earlier of:

(A) The parties concluding in good faith that amicable resolution through the procedures set forth in subsections (i)-(ii) hereof does not appear likely; or

(B) The expiration of the thirty-five (35) day period immediately following the initial request to negotiate the Dispute.

Provided, however, that this Section will not be construed to prevent a party from instituting formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors or to seek temporary or preliminary injunction relief. The commencement of a proceeding pursuant to this provision does not relieve a party from the executive consultation requirement contained in this Section.

(b) Arbitration.

i. If the parties are unable to resolve any Dispute as contemplated above, such Dispute shall be submitted to binding arbitration at the election of either UOAA or Credit Union (the "Disputing Party"). The arbitration shall be submitted to JAMS Arbitration and Mediation and ADR Services ("JAMS"). The parties agree, however, that an arbitrator may not order either party to take actions that are inconsistent with Oregon or federal law, and neither party is obliged to comply with any order that requires a party to take actions that are not allowed under Oregon or federal law

ii. Within fifteen (15) days after the commencement of such arbitration, each party shall select one person to act as arbitrator. The two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, JAMS shall select the third arbitrator. The panel shall be knowledgeable in the commercial aspects of co-branded credit card programs similar to the Program. The place of the arbitration shall be in Eugene, Oregon. The United States Arbitration Act shall govern the interpretation of, enforcement of, and proceedings pursuant to this Section. The arbitrators will not have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" as used in this Section means all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees. The award of the arbitrators shall be accompanied by a reasoned opinion rendered not later than thirty (30) days after the hearing or completion of post-hearing briefing, whichever is later. Notwithstanding the foregoing, either party may apply to the arbitrators for injunctive relief until the arbitration award is rendered or the dispute is otherwise resolved. Either party also may, without waiving any remedy under this Section, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of the party, pending the establishment of the arbitral tribunal or pending the arbitral tribunal's determination of the merits of the dispute. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results in arbitration under this Section without the prior written consent of each party.

iii. The parties agree that any award, including an award rendered following remand after appellate review hereunder, shall be subject to review according to the Optional Appeals Procedure of the JAMS Rules. The Appeal Panel will consist of three neutral members, unless the Parties agree that there will be one neutral member, selected in accordance with the JAMS Rules.

iv. Any award rendered by the arbitrator or Arbitration Panel, as modified, if applicable, following one or more appeals will be final, conclusive and binding upon the parties and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

v. All discussions and negotiations pursuant to this Section 24 shall be confidential and shall be treated as compromise and settlement negotiations under the Federal Rules of Evidence and Oregon Evidence Code.

(c) Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVES ALL

RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

19. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLES, OR FOR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS FOR BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY OR INFRINGEMENT OF THE MARKS.

20. Force Majeure. Neither party shall be liable for nonperformance hereunder to the extent such performance is prevented by fire, earthquake, tornado, flood, explosion, embargo, war, terrorism, riot, governmental regulation or act, act of God, act of public enemy, or by reason of any other cause beyond such party's reasonable control (each a "Force Majeure Event"). A party's obligations to perform timely will be excused to the extent and for so long, but only to the extent and for so long, that such performance is prevented by a Force Majeure Event. During the pendency of such Force Majeure Event, the other party shall be excused from performance of its obligations under this Agreement that is dependent upon the parallel performance of the non-performing party.

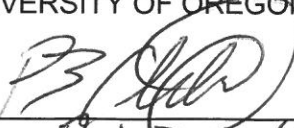
21. Successors and Assigns; Third Party Rights. The rights and obligations of the Credit Union and UOAA shall inure to the benefit of and shall be binding upon the respective successor and permitted assigns of each of them. Nothing contained in this Agreement establishes, creates or is intended to, or shall be construed to establish or create, any right in or obligation to any third party.

22. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Oregon.

23. Survival. The following Sections shall survive the termination of this Agreement: 1, 2(b), 4(d) regarding post-termination rewards redemptions, 6, 8, 12, 18, 19, 21, and 24.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

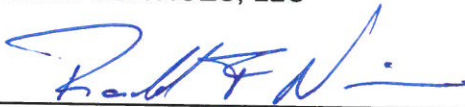
UNIVERSITY OF OREGON ALUMNI ASSOCIATION, INC.

By: 
Name: Paul S. Clift
Title: Executive Director
Date: 11/23/15

OREGON COMMUNITY CREDIT UNION

By: 
Name: RONALD F. NEUMANN
Title: CFO
Date: 11/23/2015

OCCU CARD SERVICES, LLC

By: 
Name: RONALD F. NEUMANN
Title: MGR OF BOARD OF MANAGERS
Date: 11/23/2015

UNIVERSITY OF OREGON FOUNDATION

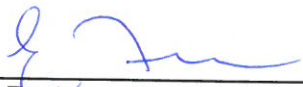
By: 
Erika Funk
COO/CCO
Date: 23 Nov 15

Exhibit A
Licensed Marks



Exhibit B

Sponsorship Activities & Media Support

UOAA shall provide Credit Union the following sponsorship activities and marketing and media support:

- Supporting Sponsorship of UOAA Tailgate. Fall 2015 (7 games)
 - Visible onsite banner branding of tailgate location/structure. Location along highly visible portion of MLK Blvd .
 - Ten (10) full admissions to each tailgate
 - Ability to provide giveaway/take-one item to distribute at tailgate
 - Recognition during program portion of the tailgate
 - Inclusion as supporting sponsor in following communications regarding 2015 Home Tailgates
 - All tailgate information emails prior to and during season (79k recipients per email; Min. of 3 sends)
 - Tailgate information & registration pages on UOAlumni.com (2014 season: 69k unique visitors , 368k page views. 2013 season: 56k unique visitors, 321k page views)
 - Total estimated attendance during season: 3,500+
 - *Total digital & print impressions during season : 300,000+*
- Supporting Sponsor, Alumni Awards Dinner. November 6, 2015
 - Table of 8 at event, inclusion as sponsor in event communications and event program, and recognition at event
 - Invitations to include award recipients and families, UO administration, community leaders
 - *Attendance: 200. Marketing impressions: 150,000+*
- Duck Student Sendoffs. August 2015, various locations
 - Series of twelve sendoff events for incoming students and their families
 - Opportunities to develop marketing item/promo gift with information for attendees and parents. Details to be discussed and determined.
 - Attendance (total): 2000 incoming students and families
- Presenting Sponsorship of Senior Seminar, Personal Finance. Spring 2016
 - Ability to provide presenter for seminar and inclusion in event communications as presenting sponsor.
 - Impressions: 5000+ Student Alumni Association members
- Member Appreciation Events. 2 events, Fall 2015 & Spring 2016
 - Table opportunity and inclusion in event communications as sponsor
 - Combined attendance: 750 alumni and SAA members. Marketing impressions: Approx. 20,000

- Other Tabling Opportunities
 - Opportunity to host information table at selected UOAA/SAA events. Events to include:
 - Senior Sendoff (Spring 2016)
 - Attendance: 1000 graduating seniors
 - Alumni InDUCKtion (Commencement, Spring 2016)
 - Attendance: 1500+ graduates & families
- UOAA e-News advertisements
 - Six (6) ad placements for Credit Union products & services in UOAA e-News throughout year. Months TBD.
 - Impressions: 79,000+ per month
- Co-branded email to Credit Union members. Time TBD
 - Highlight upcoming events and/or programs while demonstrating the importance of OCCU support
 - Impressions: 40 ,000+
- Permanent banner ad on UOAlumni.com
 - Average page views per month: 50,000
- Listed (with links) as partner & sponsor on UOAlumni.com /partners and other applicable UOAA websites
- Literature included in new & renewal membership fulfillment kits
 - Annual distribution: Approx. 15,000
- Literature included in new Student Alumni Association membership fulfillment kits
 - Annual distribution: Approx. 2 ,000

Exhibit C.

Data Security Agreement

This Data Security Agreement ("Agreement") is effective the 1st day of July, 2016, ("Effective Date") by the Oregon Community Credit Union, an Oregon state chartered credit union and its wholly owned subsidiary OCCU Card Services, LLC, having offices at 2880 Chad Drive, Eugene, Oregon 97408 (collectively, the "Credit Union") and the University of Oregon Foundation, a Oregon nonprofit corporation ("UOF"), having offices at 1720 East 13th Avenue, Suite 410, Eugene, Oregon 97403.

Recitals

WHEREAS, Foundation wishes to further safeguard Foundation's Protected Information from unlawful access and use;

WHEREAS, Credit Union may receive or have access to Foundation's Protected Information in the course of performance of the License & Marketing Support Agreement that the Parties have entered into, or may enter into;

WHEREAS, the Parties both wish to further refine their data protection measures to conform with new and future regulations designed to address the protection of personal information; and

WHEREAS, Prior to, and in consideration of, Credit Union's receipt of, or access to, Foundation's Protected Information, Credit Union is willing to protect Foundation Protected Information as set forth below.

NOW, THEREFORE, for good and sufficient consideration, the Parties agree as follows:

Agreement

1. Definitions.

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below. Other capitalized terms are defined in context.

- A. **Act.** The term **Act** means the Oregon Consumer Theft Protection Act, ORS 646A.600 to 646A.628, and as the same may be amended from time-to-time.
- B. **Breach of Security.** The term "**Breach of Security**" has the meaning set out in the Oregon Revised Statutes ("**ORS**"), and as the same may be amended from time-to-time.
- C. **Foundation Protected Information.** The term "**Foundation Protected Information**" has the meaning set out in Section 2.1.

- D. **Confidential Information.** The term "**Confidential Information**" means confidential or other proprietary information disclosed by Foundation to Credit Union, whether orally, visually or in writing, before or after the Effective Date, and whether or not marked or otherwise designated as confidential or proprietary, including, without limitation, specifications, trade secrets, financial information, business plans, product plans, supplier lists, applicant and prospective applicant lists, admissions data and financial information. All reports, analyses, compilations, data, forecasts, studies and other materials which contain or otherwise reflect or are generated or derived from such information are also included in the definition of Confidential Information. Confidential Information includes information and documents in paper or electronic form which may not be released to third parties under law. Notwithstanding the foregoing, the term "Confidential Information" does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, Credit Union; (ii) is disclosed by Credit Union with the prior written approval of Foundation; (iii) is independently developed by Credit Union without use of Foundation's Confidential Information, provided that Credit Union substantiates such independent development with contemporaneous documents; or (iv) is intentionally disclosed by Foundation to a third party without restriction on disclosure.
- E. **Effective Date.** The term "**Effective Date**" has the meaning set out in the introduction to the Recitals.
- F. **FERPA.** The term "**FERPA**" means the Family Educational Rights and Privacy Act set forth at 20
- G. U.S.C. § 1232g and the regulations promulgated thereunder at 34 Code of Federal Regulations ("CFR") §99.3, and as the same may be amended from time-to-time.
- H. **Other Agreements.** The term "**Other Agreements**" means any agreement entered into between the Parties besides this Agreement.
- I. **Party or Parties.** The term "**Party**" or "**Parties**" means: (i) Foundation; (ii) Credit Union; or (iii) Foundation and Credit Union, as the context permits.
- J. **Personal Information.** The term "**Personal Information**" has the meaning set out in ORS 646A.600(11) and any regulations promulgated thereunder, and as the same may be amended from time-to-time.
- K. **Personally Identifiable Information.** The term "Personally Identifiable Information" means (i) information that could reasonably be used to identify a person, including that person's name, home address, email address, birth date, credit card information, telephone number, or any combination of this information or similar information that could be used to personally identify that person, and (ii) any other personally identifiable information from paper and electronic student education records as that term is used in FERPA, and as the same may be amended from time-to-time.
- L. **Protected Information.** The term "**Protected Information**" means, collectively: (i) Confidential Information, (ii) Personal Information; and (iii) Personally Identifiable Information.

M. **Services.** The term "**Services**" means any goods or services that a Party provides to the other Party pursuant to Other Agreements.

2. **Foundations Protected Information; Provision and Use.**

- A. **Provision of Protected Information.** Throughout the course of performance of a Party's obligations under Other Agreements, Credit Union may receive, or obtain access to, Protected Information from or on the behalf of Foundation, its students and other persons or entities, for the use or benefit of Foundation (collectively, the "**Foundation Protected Information**"). Credit Union hereby acknowledges and agrees that it shall only accept receipt of, or access to, Foundation Protected Information as is necessary for Credit Union's performance of its duties and responsibilities pursuant to Other Agreements.
- B. **Credit Union Use of Foundation Protected Information; Non-Disclosure.** Credit Union hereby acknowledges and agrees to hold Foundation Protected Information in strict confidence, and shall not use or disclose Foundation Protected Information except: (i) as is necessary for Credit Union to fulfill its obligations to Foundation under applicable Other Agreements, (ii) as required by law; or (iii) as otherwise authorized in writing by Foundation (collectively, the "**Permitted Uses**"). Credit Union agrees not to use Foundation Protected Information for any purpose other than the Permitted Uses. Notwithstanding anything to the contrary, in no event shall Credit Union use or otherwise disclose Foundation Protected Information in a manner that conflicts with Foundation's interests. Credit Union shall be entitled to disclose Foundation Protected Information on a need-to-know basis to its employees and provides such employees and agents are bound by non-disclosure obligations no less protective than those set out in this Agreement. Credit Union shall not copy, transcribe or record any Foundation Protected Information without Foundation's prior written consent, or as is absolutely necessary to perform the Services.
- C. **Disclosure of Foundation Protected Information.** In the event Credit Union is required to disclose Foundation Protected Information by law either during or after the Term, Credit Union shall promptly notify Foundation in order to provide Foundation an opportunity to seek a protective order or other relief. If Foundation does not elect to seek, or is unable to obtain, a protective order or other relief, Credit Union may disclose the required Foundation Protected Information without liability hereunder; provided, however, that Credit Union first gives Foundation written notice of the specific Foundation Protected Information to be disclosed as far in advance of its disclosure as is practicable, and shall use reasonable efforts to obtain assurances that the entity receiving Foundation Protected Information uses at least the same degree of care in safeguarding the disclosed Foundation Protected Information as Credit Union is obligated to use pursuant to this Agreement.
- D. **Standard of Care.** Credit Union hereby represents that it has implemented appropriate measures to protect against the unauthorized release of Foundation Protected Information and agrees that it shall protect all Foundation Protected Information it receives according to commercially acceptable standards, but in no

event, less rigorously than it protects its own Protected Information, and not less than reasonable care and diligence.

- E. **Ownership of Foundation Protected Information.** Credit Union acknowledges and agrees that, as between the Parties, Foundation Protected Information is the sole and exclusive property of Foundation.

3. Notification of Breach.

In addition to Credit Union's responsibilities under the Oregon Revised Statutes, Credit Union shall immediately upon discovery report to Foundation in writing (i) any Breach of Security involving Foundation Protected Information; or (ii) any use or disclosure of Foundation Protected Information other than the Permitted Uses (each, a "Report"). Credit Union shall fully cooperate with Foundation with respect thereto. Each Report shall include, at a minimum: (i) the nature of the unauthorized use or disclosure; (ii) the Foundation Protected Information used or disclosed; (iii) who made the unauthorized use and received the unauthorized disclosure; (iv) what Credit Union has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (v) what corrective action Credit Union has taken or shall take to prevent future similar unauthorized use or disclosure; (vi) all information as Credit Union is otherwise obligated to provide under the Oregon Revised Statutes; and (vii) any other information, including a written report, as reasonably requested by Foundation.

4. Foundation Disclaimer of Warranties.

FOUNDATION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING FOUNDATION PROTECTED INFORMATION (AND EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES), WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT.

5. Credit Union Indemnification.

Credit Union shall indemnify, defend and hold Foundation harmless from and against all claims, actions, suits and proceedings resulting from Credit Union's breach of any of its obligations under this Agreement including, but not limited to: (i) (a) the cost of notification of affected persons, (b) third-party credit monitoring services, (c) establishing and maintaining a call center in the event of a Data Security Breach, and (d) costs of an investigation (including computer forensic work) to assess and/or mitigate the effects of a Data Security Breach, and (ii) Foundation's costs and reasonable attorneys' fees which arise as a result of Credit Union's breach of any of its obligations under this Agreement, or other failure to safeguard Foundation Protected Information as provided in this Agreement. Credit Union shall indemnify Foundation for all losses, damages, liabilities, judgments, penalties, fines and expenses incurred by Foundation in any such claim, action, suit or proceeding. Any limitations of liability contained in any Other Agreements shall not be applicable to Credit Union's obligations pursuant to this Section 5 (Credit Union Indemnification).

6. Limitations on Liability; Consequential Damages Waiver.

EXCEPT FOR A CLAIM FOR INDEMNIFICATION MADE PURSUANT TO SECTION 5 (Credit Union Indemnification), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR OTHER ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Compliance with Laws.

General Compliance. Credit Union acknowledges and agrees to comply at its own expense with all applicable laws, rules and regulations of governmental bodies and agencies that relate to the subject matter of this Agreement. Such laws include, but are not limited to, the following:

- A. **Compliance with the Oregon Revised Statutes.** Credit Union hereby acknowledges and agrees that, before the Effective Date, it shall implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically and physically stored (including, but not limited to, all paper copies) maintained or transmitted Personal Information that is in full compliance and otherwise consistent with the provisions of the Oregon revised Statutes. Prior to Credit Union's receipt of Personal Information, Credit Union shall provide to Foundation a written certification that it has a written, comprehensive information security program as required under the Oregon Revised Statutes, and that Credit Union shall ensure that any agent it engages that receives, or is given access to, Personal Information by Credit Union is in compliance with the requirements set out in this Section 7.1.1 (Compliance with the Oregon Revised Statutes).
- B. **Compliance with FERPA.** Credit Union hereby acknowledge and agrees to comply with the limitations on the use and re-disclosure of Personally Identifiable Information from education records as set forth in 34 CFR § 99.00 et seq. Credit Union further acknowledge and agrees that it shall maintain the confidentiality, and shall not redisclose, Personally Identifiable Information from education records except as authorized by the Foundation in writing.

- 8. Order of Precedence for Compliance with Laws.** The Parties acknowledge and agree that Credit Union's obligations pursuant to this Agreement may be more onerous than those in an applicable law, rule or regulation. In the event that a particular law, rule or regulation is more protective of Foundation Protected Information than those obligations set out in this Agreement, Credit Union shall comply with such law, rule or regulation (in addition to complying with its obligations under this Agreement). In the event that Credit Union's obligations under this Agreement are more protective of Foundation Protected Information than those obligations set out in an applicable law, rule or regulation, than Credit Union shall comply with its obligations under this Agreement (in addition to complying with the applicable law, rule or regulation).

9. Term and Termination.

A. **Term.** This Agreement shall come into force and effect on the Effective Date and shall continue until terminated pursuant to Section 8.2 (Termination) (the "Term").

B. **Termination.**

1. **Termination for Convenience.** Foundation may terminate this Agreement at any time and for any reason upon giving Credit Union written notice of such termination.
2. **Termination for Cause.** In the event that Foundation reasonably determines that Credit Union has breached any of its obligation under this Agreement, Foundation may: (i) immediately terminate this Agreement for cause, (ii) provide Credit Union with a notice of breach and, thereafter, provide the Credit Union a five (5) day period to cure such breach; or (iii) require Credit Union to submit to a plan to better monitor and protect Foundation Protected Information, and to notify Foundation of any breach.
3. **Insolvency.** In the event a Party makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it that is not dismissed within sixty (60) days, the other Party shall have the right to terminate this Agreement immediately upon providing written notice of such termination.
4. **Termination Without Prejudice to Other Rights and Remedies.** Termination of this Agreement shall be without prejudice to Foundation's other rights and remedies pursuant to this Agreement.

10. Effect of Termination.

A. **Return of Foundation Protected Information.** Upon termination or expiration of this Agreement for any reason, all written, electronic or other forms of media in which Foundation Protected Information is embodied along with all copies and extracts thereof, shall forthwith be delivered to Foundation, and all memoranda, notes, reports, designs, plans, schedules, lists and other writings prepared by Credit Union based on Foundation Protected Information shall either be immediately delivered to Foundation or destroyed, as Foundation requests. Credit Union shall promptly certify to Foundation in writing that it has complied with the requirements of this Section 9.1 (Return of Foundation Protected Information). Credit Union acknowledges and agrees to comply with its obligations pursuant to this Section 9.1 (Return of Foundation Protected Information) within thirty (30) days of termination or expiration of this Agreement for any reason, or within such other time as the Parties mutually agree upon.

B. **Existing Obligations.** The termination of this Agreement for any reason shall not relieve either Party of any obligations to the other Party that arose prior to the termination.

C. **Survival.** The following Sections shall survive any termination or expiration of this Agreement: Section 2.3 (Disclosure of Foundation Protected Information), Section 2.5 (Ownership of Foundation Protected Information) Section 5 (Indemnification), Section 6 (Limitations on Liability; Consequential Damages Waiver), Section 9 (Effect of Termination) and this Section 11 (General).

11. General.

A. Independent Credit Unions. The Parties to this Agreement are independent Credit Unions, and no agency, partnership, joint venture or employer-employee relationship is intended or created by this Agreement. Neither Party shall have the power to obligate or bind the other Party. Personnel supplied by a Party shall work exclusively for that Party and shall not, for any purpose, be considered employees or agents of the other Party.

B. Independence of Agreement. This Agreement is separate from and independent of all other agreements between the Parties.

C. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Oregon, without regard to its conflicts of law principles. The Parties agree that State and Federal Courts in the judicial districts in which Foundation's principal place of business is located shall have jurisdiction over disputes under this Agreement (to the exclusion of all other forums). The Parties hereby consent to personal jurisdiction and venue in such courts.

D. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Neither Party shall, without the prior written consent of the other Party (which consent shall not be unreasonably withheld) assign or transfer this Agreement, and any attempt to do so shall be void and of no force and effect, except that a Party hereto may, without the other Party's consent, assign this Agreement to a parent, subsidiary, or purchaser of substantially all the assets or stock, or to a third party with whom such Party is directly or indirectly merged or consolidated. In the case of any permitted assignment set forth above, the assigning Party will provide reasonable advance notice of the assignment to the other Party.

E. Force Majeure. Neither Party shall be liable for any delay in performing its obligations under this Agreement, if such delay is caused by circumstances beyond the Party's reasonable control, including without limitation, any acts of God, war, terrorism, floods, windstorm, labor disputes, changes in laws or regulations, or delay of essential materials or services. The Party not affected by the force majeure shall have the right to terminate this Agreement without penalty if the Party affected by the force majeure event is unable to resume full performance within thirty (30) days of occurrence of the event.

F. Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

G. Headings. Headings used in this Agreement are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect this Agreement.

H. Notice. In any case where any notice or other communication is required or permitted to be given hereunder, such notice or communication shall be given in writing by personal delivery, registered mail, confirmed facsimile, confirmed email or nationally recognized courier service, addressed to the respective Party at the addresses listed on page 1 of this Agreement (or such other address as subsequently notified in writing to the other Party).

I. Additional Obligations. The Parties acknowledge and agree that Credit Union's obligations under this Agreement are in addition to any other obligations which Credit Union has to Foundation as a result of Other Agreements or other instruments.

J. Order of Precedence. The Parties agree that if a conflict arises between this Agreement and any Other Agreement, then the term or provision of this Agreement shall control.

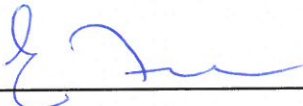
K. Counterparts. This Agreement may be executed in one or more counterparts, delivered electronically, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

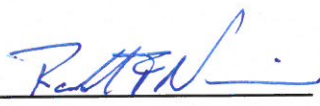
L. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties and supersedes any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. It may be changed only by a writing signed by both Parties. Neither Party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

University of Oregon Foundation

Oregon Community Credit
Union

By: 
Name: _____

By: 
Name: _____

Title: COO & CCO

Title: CFO