

CO-BRANDED CARD AND BANKING SERVICES AGREEMENT

This Co-Branded Card and Banking Services Agreement ("Agreement") is made as of July 1, 2022 (the "Effective Date") by and between Washington State University, an institution of higher education and agency of the state of Washington located in Pullman, Washington ("WSU"), and Washington State Employees Credit Union, a not-for-profit financial cooperative headquartered in Olympia, Washington ("Credit Union"). WSU and Credit Union may be referred to as "party" individually or "parties" collectively.

RECITALS

WHEREAS, WSU issued a Request for Proposal (the "RFP") soliciting proposals from banking institutions to provide certain banking services, through a co-branded multifunctional identification and debit dual mag-stripe card, to WSU and its students, faculty, and staff at the WSU's Pullman campus; and

WHEREAS, Credit Union submitted a response to the RFP and was selected by WSU as the successful vendor.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties, intending to be legally bound, agree as follows:

1. Scope of Agreement. WSU, with another financial institution, currently issues a multifunctional identification and debit service dual mag-stripe card with related banking services to its students, faculty, and staff (collectively "Users"). By selecting Credit Union as the successful vendor responding to WSU's RFP, WSU has selected Credit Union as the replacement vendor to provide the multifunctional identification and debt service dual mag-stripe card (herein, the "Co-Branded Card") and the banking services described below.

2. Financial Services.

2.1 Co-Branded Card Services. Credit Union will, during the Term of this Agreement, offer Users non-exclusive "Banking Services", as more particularly described in Section 2.2, below, and on **Exhibit D**, attached hereto. Some of the Banking Services may be accessed by Users through the Co-Branded Card (the "Co-Branded Card Services"). Co-Branded Card Services included with the "Banking Services" shall mean certain financial services actually linked to the Co-Branded Card, including access to VISA® Debit Card Services (Debit Signature), Automated Teller Machine ("ATM") services, and PIN-based Point of Sale ("POS") services as described in **Exhibit D**.

2.2 Banking Services. Credit Union will offer Banking Services, including checking account services to qualified Users who request such an account, which may be accessed with the Co-Branded Card. Banking Services offered are consistent with the services currently offered to the public, as such products may be amended by Credit Union from time to time with notice to Users. Additional features related to specific Banking Service offerings for Co-Branded Card Service Users are described on **Exhibit D**. Additionally, all Credit Union-branded ATM's will be free of transaction charges to Co-Branded Card holders throughout the Term of this Agreement and any renewal periods. All Banking Services provided hereunder will be subject to the standard terms and conditions in the agreement between the Credit Union and the User, provided that no term in any such agreement may materially conflict with this Agreement.

2.3 Eligibility. Eligibility for the multifunctional WSU Campus Card ID services tied to the Co-Branded Card will be at the sole discretion of WSU. Eligibility of a User for Banking Services, including certain financial services linked to the Co-Branded Card, will be at the sole discretion of the Credit Union.

2.4 Implementation. On July 1, 2022, Credit Union shall commence providing the Banking Services specified at **Exhibit D**, except for services specified in sections 6, 7, and 10 of **Exhibit D**. As to the services specified in sections 6, 7, and 10 of **Exhibit D**, Credit Union will implement those services (and thus the fully integrated dual branded, dual mag stripe Co-Branded Card and Banking Services program) no later than January 31, 2023.

3. Technical Specifications. WSU and Credit Union agree to the following terms related to the technical specifications and functionality required of the Co-Branded Cards.

3.1 Card Printer. Credit Union will house a WSU-owned Co-Branded Card printer inside the Credit Union's branch location on the WSU Pullman campus. Credit Union will keep the printer loaded with cardstock so that it is ready to print Co-Branded Cards when WSU initiates the card issuance process. WSU will be responsible for the maintenance, repair, and replacement of the printer, except as otherwise provided in this Agreement.

3.2 Co -Branded Card Issuance. WSU will initiate the card issuance process by transmitting a card production request across the WSU network to the WSU owned and maintained card printer in the Credit Union branch. This print job will set the WSU Campus ID cardholder data and cardholder personalization of the Co-Branded Card for access to campus services. Then Credit Union will issue the card number on the Credit Union network to the User's checking account for access to Banking Services. All WSU User data will be housed exclusively on WSU networks and WSU will solely be responsible for the safekeeping of WSU User data. All WSECU owned banking customer data will be housed exclusively on the WSECU network and WSECU will solely be responsible for the safekeeping of WSECU User data.

3.3 Other Functionality. It is acknowledged and understood that the Co-Branded Card will include the ability to perform other electronic functions in addition to or separate from the Co-Branded Card Services. WSU and Credit Union shall each be responsible for ensuring that their respective functions on the Co-Branded Card will not interfere with the functions of the other party, and the specifications defined in this Agreement, which shall be jointly verified by Credit Union and WSU through testing of the Co-Branded Card to ensure the Co-Branded Card functions properly.

3.4 WSECU Logo on Co-Branded Card. It is acknowledged and understood that Credit Union's logo will be placed upon all Co-Branded Cards issued.

3.5 Lost, Stolen, and Canceled Cards. WSU shall use reasonable efforts to advise Users who report a lost or stolen Co-Branded Card to the Cougar Card office to also notify the Credit Union directly, but is in no way responsible for a User's failure to notify Credit Union. Notice to the Credit Union should be made by the User in accordance with the notification procedure set forth by Credit Union from time to time with notice to Users. Credit Union is not involved in any stored value function which may be attached to the Co-Branded Cards, and Credit Union is not responsible to WSU or any User for any losses associated with the stored-value function of the Co-Branded Card, unless due to the negligence of Credit Union, its employees, or agents. WSU desires to provide a "one stop" on-line service center from which Users can report lost or stolen cards simultaneously to both the Credit Union's systems and the WSU systems. Credit Union will work with WSU in good faith to design and build such a "one stop" on-line service center to the extent such a service is possible and can be developed according to terms and conditions that are mutually agreeable to both parties.

3.6 Support and Maintenance. Credit Union will provide, without additional cost, reasonable levels of customer support and technical support for the Banking Services and the Co-Branded Card Services.

4. Services Commitments.

4.1 Exclusivity. During the Term, WSU will not enter into any agreements for financial services, in whole or in part, with other financial institutions or financial services companies which would use the Co-Branded Card as a mechanism to facilitate financial transactions of Users.

4.2 Collaboration. Each party will appoint one or more relationship managers dedicated to managing that party's relationship with the other party. Representatives of the executive teams of each party will meet on a semi-annual basis to review the ongoing strategic relationship between the parties. The relationship managers for each party will meet on an as-needed basis to review operations, marketing opportunities, and the status of various Collaboration Projects. The relationship manager for WSU can be contacted at cougarcard@wsu.edu.

5. Obligations.

5.1 General Obligations. Each party will undertake and complete the activities and other services set forth on the corresponding **Exhibit B** and in conformance with the targeted delivery dates set forth in such **Exhibit B**. Each party will act in good faith and with dutiful effort to complete its obligation in a timely manner. Each party will be diligent in keeping the other party apprised of potential and actual delays and/or gaps in the delivery schedule. Each party will identify and implement contingency plans as warranted in collaboration with the other party when obligations cannot be met for technical or unforeseen reasons.

5.2 Marketing Obligations. In addition to the foregoing, the parties will establish a mutually agreed marketing plan to support the marketing obligations as outlined on **Exhibit B**. Such marketing plan will be updated from time to time as necessary but, in any event, at least one (1) time per year.

6. Fees.

6.1 Fees. Credit Union will pay WSU the amounts stated in the Fee Schedule attached hereto as **Exhibit B**. Except for the foregoing, Credit Union will not owe any fees to WSU and WSU will not owe any fees to Credit Union under this Agreement.

6.2 Expenses. Except as otherwise agreed in writing by the parties, all expenses, including all legal, accounting, financial, advisory, consulting, and other fees incurred in connection with the performance of this Agreement will be the obligation of the respective party incurring such expense.

6.3 Taxes. All payments accrued on account of property taxes, payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Credit Union or its staff shall be the sole responsibility of the Credit Union. Where required by state statute or Law, the Credit Union shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, WSU agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Credit Union shall be made for federal excise taxes and WSU agrees to furnish the Credit Union with an exemption certificate where appropriate. The Credit Union shall calculate and enter the appropriate Washington State and local sales tax on the invoice. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

7. Subcontracting. Credit Union may subcontract the Banking Service offerings for Co-Branded Card Service Users specified in subsections 1-10 of **Exhibit D** with WSU's prior approval, which approval shall not be unreasonably withheld or delayed. As to any subcontracted service, Credit Union shall ensure that subcontractors do not subcontract any of the subcontracted services without the consent of the non-subcontracting party. Credit Union will use Commercially Reasonable Efforts to reflect the relevant terms of this Agreement in its agreements with subcontractors which relate to this Agreement. In addition, Credit Union shall assume full responsibility for its subcontractors' compliance with the relevant terms of this Agreement. Credit Union specifically acknowledges and agrees that it will structure its Subcontracts in such a fashion that no Subcontract will have an adverse impact

on WSU's rights under this Agreement. Credit Union shall be liable for any act or failure to act by any subcontractor in connection with its performance of Services pursuant to this Agreement.

8. Representations and Warranties

8.1 Authority. Each party represents and warrants to the other that: (a) as of the date of execution of this Agreement it is, and throughout the term of this Agreement it will remain, qualified and registered to transact business in all locations where the performance of its obligations hereunder would require such qualification; (b) it has all necessary rights, powers, and authority to enter into and perform this Agreement, and the execution, delivery, and performance of this Agreement has been duly authorized by all necessary corporate action; and (c) the execution and performance of this Agreement by such party shall not violate any law, statute, or regulation and shall not breach any agreement, covenant, court order, judgment, or decree to which such party is a party or by which it is bound.

8.2 No Liens or Encumbrances. Each party represents and warrants that all materials delivered hereunder, including without limitation software, documentation, materials, equipment, or services, are free and clear of all liens, claims, or encumbrances of any kind.

8.3 Services.

(a) **Professional Manner.** Each party represents and warrants to the other that it shall provide all services designated to be provided by such party herein in accordance with the terms of this Agreement in a timely, professional, and workmanlike manner consistent with applicable generally accepted industry standards of quality and integrity.

(b) **Legal Compliance.** Each party represents and warrants to the other that it shall perform its obligations under this Agreement (a) in compliance with all Applicable Laws, and (b) in such a manner so as to not knowingly cause the other party to be in violation of such Applicable Laws.

(c) **Data Protection Laws.** Each party represents and warrants to the other that, in providing the services designated to be provided by such party herein, such party shall comply with all Applicable Laws (i) relating to the access, collection, storage, transfer, processing, use, loss, or destruction of data or information that alone, or in combination with other information, either uniquely identifies an individual or is otherwise considered "sensitive personal data" as defined under the laws of any applicable country from which such data originated ("Personal Information") or (ii) requiring the report, disclosure, or notification of affected parties in the event of loss or damage to particular types of data or information (together, "Data Protection Laws").

(d) **Creative Standards.** Each party further represents and warrants to the other party that: (a) all work product created, developed, or identified or services provided by the party will either be its own work or third party work to which the party has the right or license to use, (b) it will not use any material or information provided pursuant to this Agreement in any commercially unreasonable manner, and that all marketing materials, advertisements, sales activities, service, or product claims made by it pursuant to or in connection with this Agreement will not be false or misleading and will be true and correct and fully substantiated in accordance with Applicable Laws; and (c) it will make no representations or warranties to third parties with respect to any of the other party's products, services, or materials that differs from or is in excess of the representations or warranties made by the party itself.

(e) **Security Procedures.** Credit Union further represents and warrants to the other that it will adhere to the Security Procedures as outlined in Section 12.1 and **Exhibit C**.

8.4 Disclaimer of Warranties. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND.

WITHOUT LIMITING THE FOREGOING, EACH PARTY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PROVIDER OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

9. Intellectual Property, Data, and Work Product.

9.1 Intellectual Property:

(a) **Ownership.** For purposes of this Agreement, the parties acknowledge that each of them is the sole and exclusive owner of and shall retain all right, title and interest in and to all copyright, patent, trade secret, and all other intellectual property rights and associated designs, logos, equipment, processes, formulae, specifications, inventions, ideas, know-how, techniques, materials, schematics, methods, or documentation which have been or are created, invented, or conceived by that party or on its behalf (collectively "Intellectual Property"), and neither party shall, by virtue of this Agreement or otherwise, have or obtain any rights in or to the Intellectual Property of the other party. Credit Union will use good faith efforts to clearly identify any Intellectual Property such as, but not restricted to, valuable formulae, design, drawing, and research data claimed to be exempt from public records request, as allowable by law (RCW 42.56.270), along with a statement of the basis for such claim of exemption. Pricing and entire bid packages are not considered proprietary and are subject to public record requests. WSU will give notice to the supplier of any request for disclosure of such information.

(b) **Work Product.** Unless otherwise provided in a Service Schedule or as set forth below, each party owns all right, title, and interest in and to all Intellectual Property created, invented, or conceived by it in connection with the provision of Services pursuant to this Agreement ("Work Product"). During the Term, each party hereby grants the other a limited, non-transferable, non-exclusive, royalty-free, fully paid-up license to use, in accordance with the provisions hereof and as may be designated in any Exhibit or work plan, the others' Work Product, but solely for purposes of providing the services.

9.2 Data.

(a) **Ownership.** For purposes of this Agreement, the parties acknowledge that each party shall be the sole and exclusive owner of and shall retain all right, title, and interest in and to, all records, data, information, or materials provided, transferred, or made available or accessible to the other party, which constitute or reflect information concerning current, former, or prospective customers, Users, or employees of such party, including any Personal Information, or business, technological, or operational information of such party or its vendors, which is provided, transferred, or made accessible to, or created, collected, stored, processed or used by the other party in connection with this Agreement ("Data"). For the avoidance of doubt, Data does not include Intellectual Property. All such Data shall be deemed the Confidential Information of the party providing such Data hereunder and access to and retention of such Data by the other party shall be limited in accordance with the terms of this Agreement.

(b) **Delivery of User Data.** WSU will assist Credit Union to verify the eligibility of participants in the Co-Branded Card services program, consistent with Applicable Law.

(c) **Personal Data.** To the extent that the Data contains Personal Information, a party will not disclose, transfer, or sell any such information to any third party without the prior written consent of the person to whom the Personal Information pertains, except as permitted by Applicable Law.

10. Marks.

10.1 Ownership. For purposes of this Agreement, the parties acknowledge that each of them is the sole and exclusive owner of and shall retain all right, title, and interest in and to all trade names, service marks, trademarks, and logos now or in the future owned by or licensed to such party and used in connection with the marketing and sale of such party's products and services (collectively "Marks"), and neither party shall, by virtue of this Agreement or otherwise, have or obtain any rights in or to the Marks of the other party.

10.2 License to Use WSU Trademarks and Logos. Credit Union may not use WSU's name, trademarks and logos without express written permission from WSU. If permission is given, it shall be solely to further the performance of this Agreement, and WSU shall have the right to review all materials which contain WSU's name, trademarks, and logo prior to each such use by Credit Union. Credit Union hereby grants to WSU a non-exclusive, royalty-free limited right and license to use Credit Union's name, trademarks and logo solely for the purpose of identifying Credit Union in WSU's promotional materials and for marketing and advertising purposes pursuant to and consistent with the terms of this Agreement. Except for the limited licenses granted above, both parties are prohibited from using, and agree not to use, directly or indirectly, any name, trademark or logo of the other party in any manner whatsoever without first obtaining prior written approval from the other party. All rights not expressly granted herein are reserved by the parties. Nothing contained in this section shall be construed to grant Credit Union the right to use, and Credit Union shall not use, WSU's name, trademarks, and logos in connection with any services offered by Credit Union that are not included in this Agreement. All usage in any event must comply with the trademark and/or logo owner's usage guidelines.

11. Confidentiality.

11.1 Each party understands and agrees that during the Term it may be furnished with or otherwise have access to Confidential Information of the other party, whether disclosed in writing, orally, or by other means, that the other party considers to be confidential. The party disclosing Confidential Information shall be referred to as the "Discloser" and the party receiving Confidential Information shall be referred to as the "Recipient." Recipient agrees to (a) use the Confidential Information only for the purpose of performing its obligations hereunder, and (b) secure, protect, and maintain the confidentiality of the Confidential Information of Discloser, using at least as great a degree of care as it uses to maintain the confidentiality of its own information of a similar nature or importance, but in no event less than reasonable care. Recipient shall not reproduce Confidential Information except as necessary in furtherance of the purpose of this Agreement. Recipient shall not sell, transfer, publish, disclose, or otherwise use or make available any portion of Discloser's Confidential Information to third parties, except to those of its directors, officers, employees, or attorneys who have a need-to-know the same in furtherance of the purposes of this Agreement. Recipient shall be responsible for the compliance of such third parties with the terms and conditions of this Agreement. Recipient shall return Confidential Information to Discloser upon Discloser's request or termination of this Agreement. If Recipient is compelled by judicial or administrative proceedings to disclose Confidential Information, such disclosure shall not constitute a breach of this Section, provided, however, that Recipient shall, to the extent possible, provide Discloser with notice of any subpoena, court order, or request of government authority in order to afford Discloser the opportunity to seek a protective order or other appropriate remedy protecting its Confidential Information from disclosure and Recipient shall limit the release of the Confidential Information to the greatest extent possible under the circumstances. The obligations under the terms of Confidentiality will survive the term or termination of this Agreement for a period of three (3) years.

11.2 The parties to this Agreement understand and acknowledge that WSU is an institution of higher education and agency of the state of Washington, and as such, is subject to the Public Records Act, RCW 42.56 et seq. If WSU receives a public records request for this Agreement and/or for documents and/or materials provided to WSU under this Agreement, generally such information will be a public record and must be disclosed to the public records requester. However, WSU agrees to notify Credit Union if it receives such a public records request

and the date WSU plans to release the records. If Credit Union fails to obtain a protective order from the applicable court prior to the time WSU releases the records to the public records requester, Credit Union gives WSU full authority to release the records on the date specified, and Credit Union understands it has thereby given up all rights to challenge the disclosure in any forum.

12. Security and Management of Data.

12.1 Security Procedures. As part of its obligations under this Agreement, each party shall establish and maintain environmental, safety, and facility procedures, data security procedures, and other safeguards against the destruction, loss, unauthorized access, or alteration of Data hosted, stored, held, managed, processed, or transmitted by such party in accordance with applicable law and industry standards, including without limitation, as necessary to comply with applicable Data Protection Laws (“Security Procedures”). These Security Procedures will include, at a minimum, those Security Procedures attached hereto as **Exhibit C**.

12.2 Security Breaches. In the event either party discovers or is notified of an actual breach of security relating to Data, whether such breach results in access to or loss, theft, damage, or destruction of Data by an unauthorized third party (“Security Breach”), such party shall: (a) promptly notify the other party of such Security Breach (but in any case no more than 48 hours after the Security Breach); (b) investigate such Security Breach; and (c) cure such Security Breach and restore any lost or damaged Data.

13. Indemnification

13.1 Credit Union. Credit Union agrees to indemnify, defend, and hold harmless WSU and its Affiliates and their respective partners, shareholders, officers, directors, employees, agents, successors, and assigns from any and all Losses arising from, or in connection with, any Claim asserted by a Third Party and arising from or as a result of: (a) a breach by Credit Union of any representation and warranty made herein; (b) death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property caused by Credit Union; (c) willful misconduct of Credit Union; (d) Credit Union’s failure to comply with any Applicable Laws; (e) any Security Breach related to WSU Data stemming from any failure by Credit Union to comply with the Security Procedures; (f) an allegation that Credit Union Marks, Credit Union Intellectual Property, Credit Union Data, Credit Union Work Product or other intellectual property provided by Credit Union in connection with this Agreement infringes or misappropriates a Third Party’s Intellectual Property Rights except to the extent the infringement or misappropriation is caused by: (i) the use of the item by WSU in combination with other products or services in a way not contemplated by this Agreement, if the infringement would not have occurred but for such combination or (ii) an alteration or modification of the item by WSU not directed or provided by or with the consent of Credit Union, if the infringement would not have occurred but for such alteration or modification.

13.2 WSU. WSU agrees to indemnify, defend, and hold harmless Credit Union and its Affiliates and their respective partners, shareholders, officers, directors, employees, agents, successors, and assigns from any and all Losses arising from, or in connection with, any Claim asserted by a Third Party and arising from or as a result of: (a) a breach by WSU of any representation and warranty made herein; (b) death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property caused by WSU; (c) willful misconduct of WSU; (d) WSU’s failure to comply with any Applicable Laws; (e) any Security Breach related to Credit Union Data stemming from any failure by WSU to comply with the Security Procedures; (f) an allegation that WSU Marks, WSU Intellectual Property, WSU Data, WSU Work Product or other intellectual property provided by WSU in connection with this Agreement infringes or misappropriates a Third Party’s Intellectual Property Rights except to the extent the infringement or misappropriation is caused by: (i) the use of the item by Credit Union in combination with other products or services in a way not contemplated by this Agreement, if the infringement would not have occurred but for such combination or (ii) an alteration or modification of the item by Credit Union not directed or provided by or with the consent of WSU, if the infringement would not have occurred but for such alteration or modification. Notwithstanding anything in this Agreement to the contrary, the parties expressly

acknowledge and agree that WSU's liability and indemnification obligation hereunder shall not exceed WSU's coverage limits (as to type and amount) as described in the State of Washington Self-Insurance Liability Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92 et seq.)

13.3 Infringement. If any item provided by a party under this Agreement becomes, or in the reasonable opinion of the party providing such item (the "Providing Party") is likely to become, the subject of a valid infringement or misappropriation claim or proceeding, the Providing Party shall, in addition to indemnifying the indemnified party as provided herein, and without limiting the generality of the indemnified party's other rights under or outside of this Agreement, promptly take the following actions, at no additional charge to the indemnified party, in the listed order of priority: (a) secure the right to continue using the item or (b) replace or modify the item to make it non-infringing; provided, that replacement or modification or the implementation and integration thereof does not degrade performance or quality, increase the indemnified party's retained costs or the charges, or have any other adverse effect on the indemnified party. If neither of such actions can be accomplished by the Providing Party, and only in such event, the Providing Party shall remove the item, and any charges paid by the indemnified party shall be equitably adjusted to reflect the reduction in the value of the Services or this Agreement to the indemnified party.

13.4 Procedures. Promptly after receipt by any entity entitled to indemnification under Section 13 of notice of the commencement or threatened commencement of any civil, criminal, administrative or investigative action or proceeding involving a Claim in respect of which the indemnified party may seek indemnification pursuant to such Sections, the indemnified party shall, except in cases where notice is prohibited by applicable law or regulation or would adversely impact a privilege, notify the indemnifying party of such Claim in writing, the nature of the Claim, to the extent then known by the indemnified party, a good-faith reasonable estimate of the Loss and method of computation thereof, to the extent then reasonably estimable, and a reference to the provisions of this Agreement in respect of which such right of indemnification is claimed or arises (it being agreed that the failure to specify any provision of this Agreement in such notice shall not preclude the indemnified party from asserting that there has been a breach of, or inaccuracy in, or failure to perform such provision). No failure to so notify an indemnifying party shall relieve the indemnifying party of its obligations under this Agreement except to the extent that the indemnifying party is actually prejudiced by such failure. The indemnified party shall have the right to defend the Claim in such manner as it may deem appropriate, at the cost and expense of the indemnifying party. The indemnifying party shall promptly reimburse the indemnified party for all reasonable documented costs and expenses.

14. Limitations of Liability

14.1 Exclusion of Damages. EXCEPT AS SET FORTH IN SECTION 14.2, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER THIS AGREEMENT, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT OR ANY OTHER THEORY, FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS OR LOSS OF GOODWILL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 Exceptions to Damages Exclusion. The exclusions in Section 14.1 shall not apply to the following: damages resulting from the fraud or intentional or willful misconduct of a party.

14.3 Duty to Mitigate. Each party shall have a duty to mitigate its damages arising from the other party's breach of this Agreement.

15. Insurance

15.1 WSU Insurance/Tort Claims. WSU and its officers, employees, and agents, while acting in good faith within the scope of their official WSU duties, are covered by the State of Washington Self-Insurance Program

(RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.). To the extent permitted by, and within the scope of the coverage afforded to WSU by, the State of Washington's Self-Insurance Liability Program and the Washington Tort Claims Act, successful claims against WSU and its employees, officers, and agents in the performance of their official WSU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.

15.2 Credit Union- Required Insurance Coverages.

(i) During the Term and for three (3) years after the expiration or termination of this Agreement, at its sole expense, Credit Union shall provide and maintain insurance consistent with acceptable and prudent business practices, including, at a minimum: (a) workers' compensation insurance in accordance with applicable Law; (b) employer's liability insurance with minimum limits of one million dollars (\$1,000,000) per employee with respect to any one occurrence; (c) commercial general liability insurance (including coverage for premises operations, completed operations products, and independent contractors) providing coverage for bodily injury, personal, and advertising injury and property damage with combined single limits of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (d) professional liability insurance covering acts, errors, and omissions arising out of the Credit Union's operations or Services in an amount not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate per policy year; (e) comprehensive crime insurance, including employee dishonesty and computer fraud insurance covering losses arising out of or in connection with any fraudulent or dishonest acts committed by Credit Union's personnel in an amount not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate per policy year; and (f) all-risk property insurance covering loss or damage to the Credit Union's owned or leased equipment as well as property in the Credit Union's care, custody, or control (including, without limitation, electronic data and/or software) in an amount not less than the full replacement cost of such equipment and property.

15.3 Insurers; Endorsements. All policies of insurance required of Credit Union hereby shall be issued by companies that have been approved to do business in the State of Washington. All providers of insurance shall have an A.M. Best Financial Strength Rating (FSR) rating of A- or better and Financial Size Category (FSC) XI or better.

15.4 Evidence of Insurance. On or before the Effective Date and thereafter at WSU's request, Credit Union will deliver to WSU certificates of insurance evidencing the insurance required hereunder. Credit Union will give WSU thirty (30) days' written notice in advance of any cancellation, lapse, reduction, or other adverse change in respect of such insurance.

16. Term and Termination.

16.1 Term. Subject to Section 16.2, the term of this Agreement will begin on the Effective Date and will continue until five (5) years from the Effective Date or June 30, 2027, whichever is sooner. The parties may renew this Agreement for one (1) additional five (5) year term upon mutual agreement.

16.2 Termination.

(a) **Termination for Breach.** Either party may terminate this Agreement and/or any Service Schedule: (a) if the other party commits a material breach of this Agreement or Service Schedule, and such breach cannot be cured within thirty (30) days of the date on which the party delivers notice of such breach to the breaching party; (b) if the other party commits a material breach of this Agreement that can be cured within thirty (30) days but is not cured within such period; or (c) if the other party commits a pattern of numerous breaches of this Agreement which collectively constitute a material breach, even if cured, provided the non-breaching party gives the breaching party notice of the breaches upon which the breaching party is relying within a reasonable

period following such breaches and no later than thirty (30) days prior to the date on which such party desires to terminate this Agreement.

(b) Termination for Bankruptcy. Either party may terminate this Agreement and/or any Service Schedule within thirty (30) days of (a) the bankruptcy, insolvency, or dissolution of the other party; (b) where such party makes a general assignment for the benefit of creditors or a receiver, trustee, or similar official is appointed for the other party; or (c) where the terminating party reasonably believes that the other party is in an unsound financial condition so as to endanger performance hereunder.

(c) Funding Contingency. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, WSU may terminate this Agreement with as much advance notice as is reasonable under the circumstances, subject to renegotiation under those new funding limitations and conditions.

(d) Termination for Convenience. Either party may, with two hundred seventy (270) days prior written notice, terminate this Agreement. If this Agreement is so terminated, each party will only be liable for payments required under the terms of this Agreement for services rendered prior to the effective date of termination and any prepaid, but unused payments will be refunded or returned.

16.3 Consequences of Termination. Upon notice of termination or the expiration of this Agreement, and continuing thereafter, (a) each party will return the Confidential Information and property of the other within 10 calendar days of the effective date of termination or the expiration unless otherwise instructed; and (b) the parties will reasonably cooperate to ensure an orderly transition of services, knowledge transfer, completion or transfer of contracts or other similar services and the corresponding costs will be equitably allocated between the parties.

16.4 Consequences of Termination on Users. WSU and Credit Union agree that each User who has an account with Credit Union attached to the Co-Branded Card shall be a customer of Credit Union and, upon any termination of this Agreement pursuant to Section 16 herein, or upon User(s) leaving WSU, each User shall remain a customer of Credit Union unless such User chooses to terminate his or her account directly with Credit Union. After such termination of this Agreement, Credit Union may solicit such Users directly in order to sell them the full range of banking products. Further, upon any termination of this Agreement, WSU shall cooperate with Credit Union in order to de-link all User accounts from the Co-Branded Card. Credit Union acknowledges that the Co-Branded Cards and the independent sales organization (“ISO”) numbers issued by WSU used for the Co-Branded Card accounts are and shall remain the property of the WSU at all times. Credit Union issued ISO numbers used for the Visa check card program will revert to Credit Union and WSU will issue replacement Co-Branded Cards with ISO numbers issued by WSU.

17. Record Maintenance and Reviews

17.1 Records. The Credit Union shall maintain, at no additional cost, all records and other materials relevant to this Agreement for a period of six (6) years following the date of termination or expiration of this Agreement. At no additional cost to WSU, these records shall be subject at all reasonable times to inspection, review or audit by WSU, personnel duly authorized by WSU, the Office of the State Auditor, and any federal and state officials so authorized by Applicable Law or this Agreement. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

17.2 Inspection. In addition to any rights of access or inspection that may be included in any other section of this Agreement, the Credit Union shall provide reasonable access to the Credit Union’s place of business, the Credit Union records, and User/client records, to WSU and to any authorized agent of the state of Washington

or the federal government in order to monitor, audit, and evaluate the Credit Union's performance and compliance with Applicable Laws, and these Agreement terms during the term of this Agreement and for one (1) year following termination or expiration of this Agreement, and six (6) years in relation to all records maintained per Records Maintenance clause of this Agreement.

17.3 Reporting. Within sixty (60) days of the conclusion of each year, Credit Union will provide an annual report to WSU of the number of students with accounts for any portion of such year under this Agreement. Such report will include, at a minimum, the mean and median of the actual costs incurred by student account holders.

18. Compliance With Applicable Law.

18.1 General Obligation. At all times during the term of this Agreement, each party will comply with all Applicable Laws, including but not limited to, nondiscrimination laws, anti-kickback laws, fraudulent claims law, and export controls.

18.2 Compliance with Banking Regulations. This Agreement is not intended to shift any banking regulation compliance and reporting requirements from Credit Union to WSU. All compliance and reporting requirements under Applicable Laws, including the Electronic Fund Transfer Act, Electronic Transfers (Regulation E), Graham-Leach-Bliley, and any other applicable state, federal, or international banking laws, rules, or regulations arising from this Agreement will be the sole responsibility of Credit Union. Credit Union will indemnify, defend, and hold WSU harmless from and against any and all costs arising from any failure by Credit Union to so comply.

18.3 Licensing. Credit Union shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement, including, but not limited to, registration with the Washington State Department of Revenue, and shall be responsible for payment of all fees and taxes due on payments made to Credit Union under this Agreement.

19. Dispute Resolution. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement (collectively, a "Dispute") through discussions which shall be initiated upon written notice of a Dispute by either party to the other party. If the parties cannot come to a mutually agreeable resolution of the Dispute within five (5) Business Days, then such Dispute shall be referred to members of the parties' executive management (each such member a "Representative") for resolution. If the parties' Representatives have not reached a mutually agreeable resolution of the Dispute within ten (10) Business Days after their initial meeting, then either party may pursue its rights and remedies available at law or in equity.

20. General Terms

20.1 Conflict of Interest. Notwithstanding any determination by the Executive Ethics Board or other tribunal, WSU may, in its sole discretion, by written notice to the Credit Union, terminate this Agreement if it is found after due notice and examination by WSU that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW, or any similar statute involving the Credit Union in the procurement of this Agreement, or the provision of goods or services under this Agreement. If this Agreement is terminated as provided above, WSU shall be entitled to pursue the same remedies against the Credit Union as it could pursue in the event of a breach of this Agreement by the Credit Union. The rights and remedies of WSU provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

20.2 Governing Law. This Agreement shall be governed by the laws of the state of Washington, without reference to conflicts of law principles. The parties hereby consent to the exclusive jurisdiction and venue

of the federal and state courts located in Whitman County, Washington for purposes of any legal action arising out of or related to this Agreement.

20.3 Attorneys' Fees. In the event of litigation or other action brought to enforce the Agreement terms, each party shall bear its own attorneys' fees and costs.

20.4 Binding Nature and Assignment. The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by Credit Union without prior written consent by WSU, except as expressly set forth herein. Provision of monies due under this Agreement shall only be assignable with prior written permission of WSU. This Agreement shall be binding on the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, Credit Union may assign this Agreement without the approval of WSU in connection with a Change of Control Transaction or to an entity controlling, controlled by or under common control with Credit Union.

20.5 Entire Agreement; Amendment. This Agreement, including any schedules and Exhibits referred to herein and attached hereto, each of which is incorporated herein for all purposes, constitute the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver or discharge is sought to be enforced. This Agreement may only be amended by mutual written agreement of the parties and in accordance with **Exhibit E**. No material alteration in any of any of the terms, conditions, delivery, price, quality, quantity, or specification shall be effective unless the alteration is expressly acknowledged and accepted in writing by an authorized person at each party.

20.6 Arm's-Length Negotiations. This Agreement is the result of arms-length negotiations between the parties and will be construed to have been drafted by both parties. Accordingly, ambiguities in this Agreement will not be resolved against either party. Moreover, drafts of the Agreement shall not be taken into account in interpreting, or establishing the nature or limits of, a party's rights and obligations hereunder. This Agreement is originally written in the English language and the English language version shall control over any translations.

20.7 Advanced Payments Prohibited. No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by WSU, except as authorized by law.

20.8 Covenant Against Contingent Fees. The Credit Union warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents, as defined in the FAR Subpart 3.4, maintained by the Credit Union for the purpose of securing business. WSU shall have the right, in the event of breach of this clause by the Credit Union, to annul this Agreement without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage, or contingent fee.

20.9 No Discrimination. There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, the use of a trained dog guide or service animal by a person with a disability, or any other protected status, in compliance with Applicable Law.

20.10 Debarment Certification. The Credit Union, by accepting the terms of this Agreement, certifies that the Credit Union is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions. The Credit Union shall include the above-mentioned requirement in any and all subcontracts into which it enters. In the event that the

Credit Union becomes debarred, suspended, or ineligible from participating in transactions, the Credit Union shall notify WSU in writing within three working days of such an event.

20.11 Force Majeure. Neither the Credit Union nor WSU shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either the Credit Union or WSU. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than WSU acting in either its sovereign or contractual capacity, war, acts of terrorism, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or other Force Majeure; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Credit Union, WSU, or their respective subcontractors.

20.12 Notices. Any notice, request, consent, approval, or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given: (a) upon delivery if delivered personally; (b) upon transmission via electronic message (with the original sent by recognized overnight courier); or (c) one (1) Business Day after deposit with a national overnight courier, in each case addressed to the following addresses, or to such other addresses as may be specified by a party upon notice to the other in accordance herewith:

If to Washington State University:

Washington State University
Linda McDermott
Assistant Vice Chancellor, Finance
Division of Student Affairs
PO Box 641066 | Lighty 360
Pullman, WA 99164-1066
lmcdermott@wsu.edu

If to Washington State Employees Credit Union:

Washington State Employees Credit Union
P.O. Box WSECU
Olympia, WA 98507
Attention: Melissa Wolff
Vice President, Operations Support and Payment Services
mwoff@wsecu.org

A party may from time to time change its address or designee for notification purposes by giving the other notice of the new address or designee and the date upon which it will become effective.

20.13 Substantive Provisions. Any substantive provision conferring rights or imposing obligations on a party and appearing in any of the definitions in **Exhibit A** (Definitions) or in another Exhibit to this Agreement shall be given effect as if it were a substantive provision in the body of this Agreement. Definitions contained in a Section of a document other than **Exhibit A** shall apply throughout this Agreement unless otherwise specifically noted.

20.14 Relationship of Parties. The parties intend that an independent contractor relationship is created by this Agreement. The Credit Union and its employees or agents performing under this Agreement are not employees or agents of WSU. The Credit Union, its employees, or agents performing under this Agreement will not hold itself/himself/herself out as, nor claim to be, an officer or employee of WSU or of the State of Washington

during the term of this Agreement, or act as attorney in fact, nor will the Credit Union make any claim of right, privilege or benefit that would accrue to such employee. Each party, in furnishing Services hereunder, is acting as an independent contractor, and each party has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by such party under this Agreement. Neither party is an agent of the other and has no authority to represent such party as to any matters, except as expressly authorized in this Agreement.

20.15 Severability. In the event that any provision of this Agreement conflicts with the Applicable Law or if any such provision is held invalid by an arbitrator or a court with jurisdiction over the parties, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with Applicable Law. The remainder of this Agreement shall remain in full force and effect.

20.16 Consents and Approval. Except where expressly provided as being in the discretion of a party, where agreement, approval, acceptance, consent, or similar action by either party is required under this Agreement, such action shall not be unreasonably delayed or withheld. An approval or consent given by a party under this Agreement shall not relieve the other party from responsibility for complying with the requirements of this Agreement, nor shall it be construed as a waiver of any rights under this Agreement, except as and to the extent otherwise expressly provided in such approval or consent.

20.17 Waiver of Default; Cumulative Remedies. A delay or omission by either party hereto to exercise any right or power under this Agreement shall not be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant herein contained and shall not release the party from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of a party to insist upon the strict performance of this Agreement. Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

20.18 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect until performed or completed.

20.19 Public Disclosures. Credit Union agrees to submit to WSU for prior approval, all advertising and publicity matters relating to this Agreement wherein WSU'S name is used. Credit Union agrees not to publish or use such advertising and publicity matters without the prior written consent of WSU. Credit Union and WSU will make a joint public announcement of the collaboration detailed in this Agreement. Except for the foregoing, neither party may use the other party's name, whether in relation to an advertising or publicity matter (e.g., magazine advertisement, proposal to a third party), or otherwise, without the consent of the other party. All media releases, public announcements, and public disclosures by either party relating to the subject matter of this Agreement, including promotional or marketing material, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements, shall be coordinated with and subject to approval by both parties prior to release. Neither party shall acquire any right to use, and shall not use without the other party's express prior written consent, any of the other party's Marks or name (including without limitation, in any advertising, publicity, press release, customer list, presentation, or promotion).

20.20 Third Party Beneficiaries. Except as set forth herein, this Agreement is entered into solely between, and may be enforced only by, WSU and Credit Union and shall not be deemed to create any rights in third parties, including suppliers and customers of a party.

20.21 Further Assurances. The parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate actions, to do or cause to be done all things necessary, proper, or advisable under applicable law, and to execute and deliver such documents and other papers, in each case as may be required (a) to carry out the provisions of this Agreement; (b) to correct any errors in this Agreement and appropriately reflect the intent of the parties; and (c) to consummate and make effective the transactions contemplated by this Agreement.

20.22 Order of Interpretation. In the event of an inconsistency in the terms of this Agreement and the Exhibits, the inconsistency shall be resolved by giving precedence in the following order: (a) this Agreement; (b) the Exhibits.

20.23 Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

IN WITNESS WHEREOF, WSU and Credit Union have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the Effective Date.

WASHINGTON STATE EMPLOYEES CREDIT UNION

WASHINGTON STATE UNIVERSITY

Approved By:

By: Ben Morales
Printed: Benjamin Morales
Title: Chief Technology and Operations Officer

By: Matthew D Skinner
Printed: Matthew Skinner
Title: Associate Vice President, Financial Services

Recommended By:

By: Linda McDermott
Printed: Linda McDermott
Title: Assistant Vice Chancellor, Finance
Division of Student Affairs

APPROVED AS TO FORM

Jessica-Smith-Kaprosy
Assistant Attorney General

EXHIBIT A

DEFINITIONS

Capitalized terms shall have the meanings given to them in in this Exhibit A or, if not set forth in this Exhibit A, in a provision in the Agreement in which the term is used. Definitions contained in a provision of the Agreement and not in Exhibit A shall apply throughout the Agreement unless otherwise specifically noted.

1. DEFINITIONS

- 1.1 "Affiliate" means, with respect to any party, any other Person Controlling, Controlled by, or under common Control with, such party.
- 1.2 "Applicable Laws" means all applicable and binding federal, state, and local laws, statutes, regulations, rules, orders, supervisory requirements, directions, circulars, opinions, interpretive letters, and other official and binding releases of or by any federal, state, or local governmental authority or entity, as may be amended or modified from time to time.
- 1.3 "Banking Services" refers to the services detailed on Exhibit D.
- 1.4 "Business Day" means any day other than a Saturday, Sunday, or a day on which the banks in Washington are authorized by law or executive order to be closed.
- 1.5 "Claim" means any actual claims, threats of claims, notices of intent to file claims, notices that the entity giving the notice is contemplating the filing of a claim, and the like.
- 1.6 "Co-Branded Card" refers to the multifunctional WSU Campus ID card and the WSECU issued VISA® Debit Card. This is a dual-branded, dual mag-stripe card issued to access both WSU related Campus Services and WSECU Banking Services.
- 1.7 "Co-Branded Card Services" means a subset of Banking Services actually linked to the Co-Branded Card, including access to VISA® Debit Card Services (Debit Signature), Automated Teller Machine ("ATM") services, and PIN-based Point of Sale ("POS") services.
- 1.8 "Collaboration Project" means a defined effort by Credit Union and WSU to work together for their mutual benefit and documented in writing.
- 1.9 "Commercially Reasonable Efforts" means taking such steps, and otherwise performing in such a manner, as a well-managed company would undertake were such company acting in a determined, prudent, and reasonable manner to achieve the particular result.
- 1.10 "Confidential Information" means, in addition to the definitions in the body of the Agreement, and subject to the requirements of the Washington Public Records Act, information, in any form, furnished or made available directly or indirectly by one party or its Affiliates to the other party, whether or not designated "Confidential Information," including but not limited to:
 - (a) the specifications, designs, documents, correspondence, software, documentation, programming techniques, data and other materials and work products produced by any party;
 - (b) all information concerning the operations, affairs and businesses of the disclosing party or its Affiliates (including business objectives, strategies, assets and properties), the

- financial affairs of the disclosing party or its Affiliates, and the relations of the disclosing party or its Affiliates with its or their employees and service providers;
- (c) technical, developmental, pricing, cost and processing information;
- (d) marketing plans, assessments, strategies and targeting methods;
- (e) Intellectual Property Rights;
- (f) other information or data stored on magnetic media or otherwise or communicated orally, or learned as a result of this Agreement and obtained, received, transmitted, processed, stored, archived or maintained by the Receiving Party under this Agreement; and
- (g) the terms and conditions of this Agreement.

Confidential Information does not include information the receiving party can demonstrate (i) is or becomes a matter of public knowledge through no fault of the receiving party, (ii) was rightfully in the receiving party's possession, without obligation of confidentiality, prior to disclosure by the disclosing party, as evidenced by written records of the receiving party, (iii) subsequent to disclosure, is rightfully obtained by the receiving party from a third party in lawful possession of such Confidential Information, as evidenced by written records of the receiving party, without obligation of confidentiality, (iv) is independently developed by the receiving party without reference to or use of such Confidential Information, or (v) is required to be disclosed by law, governmental or administrative process.

- 1.11 "Control" (and its derivatives, such as "Controlling" and "Controlled") means, with regard to any Person, the right or power to dictate the management of and otherwise control such Person by any of: (a) holding directly or indirectly more than fifty percent (50%) of the issued shares of capital or stock (or other ownership interest if not a corporation) of such Person ordinarily having voting rights; (b) controlling the majority of the voting rights in such Person; or (c) having the right to appoint or remove directors holding a majority of the voting rights at meetings of the board of directors of such Person.
- 1.12 "Force Majeure" means fire, flood, explosions, earthquakes, hurricanes, unusually severe weather conditions, elements of nature or acts of God, terrorism, acts of civil or military authority, embargoes, epidemics, government requirements, war, riots, insurrections, strikes or other labor disputes, unavailability of materials and/or components or any other cause beyond the reasonable control of a party.
- 1.13 "Losses" means all losses, liabilities, damages, liens, and Claims, and all related costs, expenses, and other charges suffered or incurred as a result of or in connection with a Claim (including reasonable attorneys' fees, court costs and disbursements at trial or on any appeal; reasonable costs of investigation, litigation, settlement and judgment; and any taxes, fines, interest and penalties with respect to any of the foregoing).
- 1.14 "Person" means any individual, partnership, corporation, unincorporated organization or association, limited liability company, trust or other entity.
- 1.15 "Third Party" means a Person other than Credit Union, an Affiliate of Credit Union, WSU or an Affiliate of WSU.

- 1.16 “Trademark Use Guidelines” means guidelines for use of the party’s Marks that the party has provided to the other party. A party may change its Trademark Use Guidelines from time to time in its sole discretion effective sixty (60) days after the day the party provides to the other party notice of such changes.

EXHIBIT B**DESCRIPTION OF OBLIGATIONS****EFFECTIVE DATE: JULY 1, 2022****WSECU****FEE SCHEDULE (FINANCIAL COMMITMENT IN RESPONSE TO RFP)**

DESCRIPTION	AMOUNT	DATE PAYABLE
SIGNING BONUS	\$325,000	WITHIN THIRTY (30) DAYS OF THE FULL EXECUTION OF THE CO-BRANDED CARD AND BANKING SERVICES AGREEMENT
ANNUAL PAYMENT	\$375,000	ANNUALLY ON THE ANNIVERSARY OF THE EFFECTIVE DATE, ENDING ON THE FIRST DAY OF THE FINAL YEAR OF THE AGREEMENT
DESCRIPTION	AMOUNT	To Be Determined ANNUALLY
ANNUAL MARKETING	\$25,000	INCLUDES ASSOCIATED CONTENT FOR WSU TO INCLUDE ADVERTISING OF THE CO-BRANDED CARD AND BANKING SERVICES PROGRAM IN ITS MONTHLY CAMPUS PAPER AND/OR DIGITAL COMMUNICATION CHANNELS. SPECIFICS TO BE MUTUALLY AGREED ON BY WSECU AND WSU ANNUALLY OR PER AGREED ON FREQUENCY
ANNUAL SPECIAL EVENT MARKETING	\$5,000	PROMOTION OF THE CO-BRANDED CARD AND BANKING SERVICES PROGRAM, SPECIFICS TO BE AGREED ON BY WSECU AND WSU ANNUALLY OR PER AGREED ON FREQUENCY

PROGRAM COMMITMENT

DESCRIPTION	DETAILS AND FREQUENCY, IF APPLICABLE
WSECU WILL AUGMENT ITS STAFF TO SUPPORT KEY WSU REGISTRATION PERIODS, AS APPLICABLE	<ol style="list-style-type: none"> 1. ANNUALLY-JANUARY MID TERM REGISTRATIONS. 2. ANNUALLY-MAY THOUGH SEPTEMBER REGISTRATIONS. 3. ADHOC AS MUTUALLY AGREED ON BY WSU AND WSECU. 4. ALL WSECU STAFF SUPPORT COSTS WILL BE COVERED BY WSECU.
WSECU WILL AUGMENT ITS STAFF TO SUPPORT SPECIAL WSU CAMPUS AND/OR WSU COMMUNITY EVENTS, AS APPLICABLE	<ol style="list-style-type: none"> 1. AS MUTUALLY AGREED ON BY WSU AND WSECU.
WSECU SPONSORED FINANCIAL COACHING TO STUDENTS, FACULTY AND STAFF	<ol style="list-style-type: none"> 1. NO-COST, ONE-ON-ONE SESSIONS CUSTOM TAILORED TO RECIPIENT. 2. PROVIDED AT OUR CAMPUS BRANCH LOCATION OR AT OUR PULLMAN BRANCH LOCATION. 3. ONLINE APPOINTMENTS CAN BE MADE IN ADVANCE. 4. APPOINTMENTS ARE SUBJECT TO STAFFING AVAILABILITY DURING CREDIT UNION BUSINESS HOURS.
WSECU SPONSORED FINANCIAL WELLNESS PROGRAMS	FOR GROUPS OF 10 OR MORE, WSECU WILL FACILITATE FREE FINANCIAL WELLNESS WORKSHOPS TO WSU STUDENTS, FACULTY OR STAFF. DATES, TIMES, LOCATION AND FREQUENCY TO BE MUTUALLY AGREED ON BETWEEN WSU AND WSECU.

DESCRIPTION	DETAILS AND FREQUENCY, IF APPLICABLE
WSECU COMMUNITY RELATIONS WORKSHOPS	WSECU WILL OFFER FACILITATION OF OUR COMMUNITY RELATIONS DEPARTMENTS' WORKSHOPS. THESE CAN BE DELIVERED IN A CLASSROOM/WORKSHOP SETTING OR DELIVERED VIRTUALLY AND/OR DIGITALLY. DATES, LOCATIONS, FREQUENCY AND DELIVERY CHANNEL WILL BE DETERMINED BY MUTUAL AGREEMENT BETWEEN WSU AND WSECU.
CO-BRANDED CARD SERVICES PLASTIC	WSECU WILL ASSUME ALL COSTS, INVENTORY AND SECURITY RELATED TO THE PROCUREMENT AND STORAGE OF THE DUAL BRANDED/DUAL MAG STRIPE CARD STOCK IN SUPPORT THE CO-BRANDED CARD SERVICES PROGRAM. NEW, REPLACEMENT AND NATURAL REISSUES OF CO-BRANDED CARDS WILL BE PRODUCED ON SITE AT THE PULLMAN CUB BRANCH.

WSU

PROGRAM COMMITMENT

DESCRIPTION	DETAILS
WSU OWNED AND MAINTAINED CARD PRINTER FOR ISSUANCE AND PERSONALIZATION OF THE CO-BRANDED CARD SERVICES	WSU-OWNED PRINTER WILL BE LOCATED IN THE WSECU PULLMAN CUB BRANCH. ALL WSU CAMPUS PROGRAM CARD DATA WILL BE SECURED ON THE WSU NETWORK AND TRANSMITTED TO THE PRINTER IN THE WSECU PULLMAN CUB BRANCH. WSU WILL ASSUME COSTS FOR MAINTENANCE AND REPLACEMENT OF THE WSU CARD PRINTER.
WSU TABLING AND MARKETING EVENTS	WSECU MAY PARTICIPATE IN MARKETING EVENTS WITH THE WSU PULLMAN COUGARCARD CENTER UNDER THE SAME TERMS TO WHICH THE COUGARCARD CENTER IS SUBJECTED.
WSU STUDENT, FACULTY AND STAFF CONTACT INFORMATION	WSU TO DELIVER WSECU MARKETING MATERIAL (POSTAL MAIL/EMAIL/TEXT) FOR ELIGIBLE STUDENTS, FACULTY, AND STAFF, AS NEEDED, TO SUPPORT MARKETING INITIATIVES RELATED TO THE CO-BRANDED CARD SERVICES. WSU WILL NOT SHARE WSU AFFILIATE DATA WITH WSECU.
WSU REPORTING	WSU TO VALIDATE WSECU QUARTERLY INFORMATION (WITHIN THIRTY (30) DAYS OF RECEIPT OF REQUEST) REGARDING WSECU CUSTOMER ELIGIBILITY USING METHODS IN ACCORDANCE WITH APPLICABLE LAW.

EXHIBIT C

MINIMUM SECURITY REQUIREMENTS

This Information Security Requirements Exhibit forms part of the Agreement between Credit Union and WSU.

1. Purpose

These Information Security Requirements (“ISRs”) constitute minimum standards for the protection of Data or Confidential Information processed on behalf of WSU or its employees via the Services provided by Credit Union under and during the terms of the Agreement. All capitalized terms that are not expressly defined in this Information Security Requirements Exhibit will have the meanings given to them in the Agreement.

2. Obligations to Secure Confidential Information

Credit Union represents and warrants that it will implement the necessary industry-standard physical, electronic, and managerial safeguards designed to ensure the confidentiality, integrity, and availability of WSU Confidential Information, including but not limited to, the environment in which the WSU Confidential Information is stored, processed, and transmitted. Credit Union further represents and warrants that such safeguards will in no event be less than the level of security Credit Union uses to protect its own Confidential Information. Credit Union shall require its contractors and subcontractors authorized to access WSU’s Confidential Information pursuant to this Agreement to take similar industry-standard precautions in safeguarding the Confidential Information.

Credit Union agrees to comply with all applicable state and federal statutes and regulations governing unauthorized access and disclosure of the Confidential Information including, but not limited to: (1) personally identifiable information from education records as defined in The Family Educational Rights and Privacy Act (“FERPA”) (20 U.S.C. § 1232g; 34 CFR Part 99), and regulations promulgated thereunder; (2) information that is subject to the security provisions of the Gramm-Leach-Bliley Act, 15 U.S.C., Subchapter 1, Sections 6801-6809 (Disclosure of Nonpublic Personal Information); (3) individually identifiable “personal health information” as defined in the Health Information Portability and Accountability Act (“HIPAA”) regulations, 45 CFR Parts 160 and 164; and (4) the Washington State Office of the CIO (“OCIO”) Standard No. 141.10 “Securing Information Technology Assets” (available at <http://www.ofm.wa.gov/ocio/policies/documents/141.10.pdf>) or comparable standard. Any transmission, storage, or transportation of WSU Confidential Information outside of the U.S.A. is prohibited without prior written authorization from the WSU.

Prior to execution of this Agreement and once per calendar year, Credit Union will provide WSU with the most current SSAE 16 Report or comparable, third party information security assessment report. WSU shall have the right, at its own expense and upon reasonable prior notice to Credit Union, to review Credit Union’s security measures and information security program.

If Credit Union will accept and process payment by credit cards or any other form of electronic payment on behalf of WSU pursuant to this Agreement, Credit Union agrees to provide evidence of certification for the Payment Card Industries Data Security Standard (“PCI DSS”). Proof of compliance shall be provided to WSU by Credit Union on an annual basis for the duration of this Agreement. WSU reserves the right to monitor, audit or investigate said certification. If Credit Union fails to achieve or maintain PCI DSS compliant status, Credit Union will cease the acceptance and processing of payment cards or any other form of electronic payment on behalf of WSU pursuant to this Agreement, as well as the acceptance of any other Confidential Data or other proprietary data on behalf of WSU.

3. Obligations upon Breach of Security

The Confidential Information, including any Personal Information, is subject to the provisions of RCW 19.255.010 and RCW 42.56.590 and Credit Union will comply with those laws. Credit Union will report to WSU any breach of

security resulting in the unauthorized disclosure, misappropriation or unauthorized access of WSU Confidential Information ("Breach"). Credit Union will promptly investigate any Breach affecting WSU Confidential Information and take reasonable measures to identify the Breach's root cause(s), mitigate its effects, and prevent a recurrence. Unless prohibited by law, Credit Union will provide WSU with a detailed description of the Breach, the type of data that was the subject of the incident, the identity of each affected person, and other information WSU may reasonably request concerning the affected persons. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons. If a data compromise and/or identity theft occurs and is found to be the result of Credit Union's non-compliance with the obligations to secure WSU Confidential Information, Credit Union will assume complete responsibility for customer notification, and be liable for all associated costs incurred by WSU in responding to or recovering from that Breach.

4. Survival of Obligations

The obligation to maintain the confidentiality of the Confidential Information received by the other party will survive termination or expiration of this Agreement, and shall survive for a period of five (5) years thereafter. Except as otherwise set forth below, within sixty (60) days of the expiration or termination of this Agreement, Credit Union shall, at Credit Union's option: (1) certify to WSU that Credit Union has destroyed all WSU Confidential Information in its possession; or (2) return all media containing all WSU Confidential Information to WSU; or (3) take whatever other steps WSU requires of Credit Union to protect WSU's Confidential Information. WSU reserves the right to audit, or investigate the use of WSU Confidential Information collected, used, or acquired by Credit Union or its employees, contractors or subcontractors pursuant to this Agreement. Any costs of such audit or investigation are the sole responsibility of WSU.

EXHIBIT D

BANKING SERVICES

WSU Students, Faculty and Staff will be extended membership privileges and full access to the products and services offered by Credit Union¹. For more information, visit Credit Union's website at wsecu.org. This includes free access to online and mobile banking, access to more than 30,000 surcharge free ATMs through Credit Union's participation in the CO-OP Network, Direct Deposit privileges, and VISA® Debit cards accepted worldwide. As a Credit Union, WSECU is NCUA insured. For more details, please visit <https://www.ncua.gov/support-services/share-insurance-fund>

Banking Services with applicable considerations and requirements related to membership accounts opened to support the Co-Branded Card and Banking Services Agreement include:

1. Unique Membership identifier for WSU Faculty and Staff Membership Accounts
2. Unique Membership identifier for WSU Student Membership Accounts
3. Extension of WSU Student Membership benefits to mirror [WSECU's Youth Accounts](#) with continued access to these services beyond age 25 while still enrolled with WSU
4. WSECU will fund the minimum savings account balance requirement for membership applicable to Student, Faculty, and Staff Memberships as noted above (Currently \$5 as disclosed on the Consumer Savings Rate and Fee Schedule)
5. WSU Students, Faculty, and Staff can choose between Credit Union's three available checking products: Basic Checking, Balanced Checking and Cash Back checking. WSECU will waive the \$5 monthly fee on the Balanced Checking Account for WSU Student Memberships. For additional details on checking products, visit <https://wsecu.org/everyday-banking/checking>
6. Co-Branded Cards issued in conjunction with a WSECU checking account, will include access to the following services: VISA Debit services (Debit Signature), Automated Teller Machine ("ATM") services, and PIN-based Point of Sale ("POS") services
7. VISA Debit Card access extended under the Co-Branded Card program with a differentiated BIN identifier. VISA Debit Card access will include dual chip capabilities (contactless and EMV)
8. No card re-issue/replacement fees for accounts opened under the Unique Membership Identifiers noted in 1 & 2 and enrolled in the Co-Branded Card Services
9. WSECU is equipped to serve international students. Students can open the account with a foreign passport and a WSU issued campus ID Card or other Identification as deemed acceptable under our Customer Identification Policy. We can open an account without a Tax ID (SSN) upon student's completion of a W-8 BEN form. WSECU supports a strong culture and practice of Diversity, Equity and Inclusion, which supports equitable access to all products and services for all WSECU members.
10. WSECU Pullman CUB Campus branch will maintain the same daily, regularly scheduled operating hours as the Cougar Card office with the exception of WSECU's company-wide recognized closures, including Federal Holidays and Annual approved Company close dates.

¹ Loan Products on approval of credit. Applicable consumer related product and service fees as disclosed on WSECU's current [Consumer Savings Rate and Fee schedule](#).

EXHIBIT E

CHANGE ORDERS

EFFECTIVE DATE: JULY 1, 2022

Change Procedures. If at any time WSU desires Credit Union to provide any new Co-Branded Card and/or Banking Services not currently a part of the Agreement or either party would like to modify the existing Co-Branded Card Services, including as relates to the time, manner, or place of performance, WSU or Credit Union may request such change (each a “**Change**”). Credit Union will not implement a Change without going through the Change Proposal process described in this exhibit, other than a minor or incidental change that does not have an impact on the Services or except as may be necessary on a temporary, emergency basis to maintain the continuity of the Services.

The procedure for implementing a Change is as follows: (a) The party requesting the Change shall submit such request in writing (“**Change Request**”) to the other party; (b) Receiving party being requested to approve the “**Change Request**” will evaluate Initiating party’s “**Change Request**” within the proposal validity period and provide written authorization approving the “**Change Request**” or a written response with any proposed changes (“**Change Proposal**”) to the “**Change Request**”, which will include a statement of the availability of Receiving party’s personnel and resources, the impact, if any, on schedules, milestones, and fees, and other terms and conditions, if any; (c) if both parties elect to accept “**Change Request**” or “**Change Proposal**” as revised, Receiving party will, as soon as practicable, but within any proposal validity period set forth in the Change Request or final agreed on Change Proposal, provide Initiating party with written authorization (“**Change Authorization**”) to perform the agreed upon Change; and (d) promptly after receipt of the Change Authorization, parties will complete a written amendment to the Agreement (each a “**Change Order**”) for signatures of WSU and Credit Union personnel authorized to execute the written amendment. Except as set forth in this Section, parties will not be obligated to perform any Change to the Services or Deliverables requested by the other party, nor will any Change Request proposed by either party be binding on other party.