Amendment to Student Bankable ID Agreement

This Amendment to Student Bankable ID Agreement (this "Amendment") is entered into between the UNIVERSITY OF CENTRAL OKLAHOMA ("University"), having its principal place of business located at 100 North University Drive, Edmond, Oklahoma 73034 and MIDFIRST BANK, a federally chartered savings association ("MidFirst" and together with the University, the "Parties"), with its principal place of business located at 501 NW Grand Boulevard, Oklahoma City, OK 73118. For reference purposes only, the Parties agree that the date of this Amendment is July 1, 2016.

RECITALS

A. University and MidFirst are the parties to that certain Student Bankable ID Agreement entered into effective as of January 1, 2013 (the "Agreement").

B. The U.S. Department of Education has promulgated Program Integrity and Improvement regulations amending 34 CFR Part 668, as published in the Federal Register at Vol. 80, No. 210, which regulations are effective July 1, 2016 (the "Cash Management Regulations").

C. The Cash Management Regulations affect certain elements of the Agreement.

D. The parties wish to modify the Agreement to comply with the Cash Management Regulations.

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

1. Definitions; Recitals. Any term not expressly defined herein shall have the definition contained in the Agreement. The above recitals are incorporated by this reference into this Amendment as if fully set forth herein.

2. Effective Date and Delivery Date. This Amendment shall be deemed effective as of the date first stated above (the "Effective Date").

3. Amendments to Agreement.

(a) Student Information. A new Section 19 is added as follows:

Section 19. Notwithstanding anything in this Agreement or any addenda to the contrary, MidFirst acknowledges and agrees that University shall be required to share student information under this Agreement only to the extent permitted by applicable law. In particular, the Parties agree that the University shall not be required to provide any personally identifiable information about a student unless and until the student consents to opening an account, except information that constitutes directory information that is disclosed as permitted in 34 CFR 668.164(f)(4)(i)(A).

(b) Disclosure of Account Terms. A new Section 20 is added as follows:

Section 20. Effective no later than July 1, 2017 or such other effective date as required by the Department of Education, prior to opening a Student Checking Account, MidFirst shall, as agreed upon by the parties, disclose to the student or assist University in disclosing to the student, the major features and commonly assessed fees associated with such account and the URL for the terms and conditions of such account, as required by and in the format required by 34 CFR 668.164(d)(4)(i)(B)(2). University shall cooperate with MidFirst in connection with any such required information or disclosure modality that is controlled by University.

(c) Marketing and Student Communications. A new Section 21 is added as follows:
Section 21. MidFirst and the University shall cooperate to ensure that the communications with students regarding the Student Checking Accounts, including without limitation the communications which constitute or may be deemed to constitute the student selection process described in 34 CFR 668.164(d)(4), are conducted in a manner that is consistent with the Cash Management Regulations.

MidFirst shall conduct its marketing activities in a manner that is consistent with the requirements of the Cash Management Regulations.

(d) Fees. New Sections 22(a) and 22(b) are added as follows:

Section 22(a) MidFirst shall not charge any fees to students for or relating to opening or activating a Student Checking Account; or in-network ATM balance inquiries or transactions.

Section 22(b) The service fees charged by MidFirst for Student Checking Accounts shall at all times be consistent with or below the prevailing market rates for such services. Unless required more often by applicable law or regulation, MidFirst shall, upon execution of this Agreement, and every two years thereafter during the Term, provide (i) a summary to the University of the applicable fees charged to students in connection with the Student Checking Accounts, a schedule of the relevant prevailing market rates for such services by financial institutions in the same geographic region as the University and that offer comparable products, services, and distribution channels to those of MidFirst, and (ii) an officer’s certificate to the effect that to the best knowledge of such officer, the fees charged by MidFirst to students in connection with the Student Checking Accounts are, on the whole, consistent with or below the prevailing market rates for such services.

(e) Marketing or Conversion to Credit Card. A new Section 23 is added as follows:

Section 23. The Student Checking Accounts shall not be marketed as, portrayed as, or converted into credit card accounts.

(f) ATM Network. A new Section 24 is added as follows:

Section 24. The Parties agree that the number of surcharge-free in-network ATMs to be installed and maintained on campus shall be established at a level sufficient in number, and housed and serviced such that the funds maintained in Student Checking Accounts are reasonably available to the Student accountholders, including at the times the University makes direct payments of Title IV funds into such accounts, all in accordance with the requirements of 34 CFR 668.164(f)(4)(vi). The Parties have determined that as of the date hereof, the current number and locations of ATMs satisfy this requirement. The Parties will cooperate to reassess the number and locations of ATMs in the future as appropriate in light of changes in University enrollment, campus geography, guidance from the Department of Education or other relevant factors.

(g) Service Levels. A new Section 25 is added as follows:

Section 25. MidFirst shall provide the Broncho ID Card Program, Student Checking Accounts, and ATM services to students hereunder at a high quality of service level that meets or exceeds generally accepted industry standards. If the University receives repeated Complaints from students related to the Broncho ID Card Program or in-network ATM services which indicate a failure by MidFirst to meet this standard, the University may request a meeting with MidFirst and the designated representatives of the Parties shall meet to discuss such matters within 30 days of such notice. Unless MidFirst provides information to the University reasonably demonstrating that the alleged service failures did not occur or have already been addressed, MidFirst shall within 30 days of such meeting provide to the University a written plan reasonably acceptable to the University to address such service deficiencies and thereafter promptly implement such plan in accordance with its terms.
MidFirst shall provide information to University regarding Complaints, including the number of Complaints, and a description of the issue and MidFirst’s response to each Complaint, on a monthly basis within 45 days of month end. MidFirst shall not be required to provide personally identifiable financial information of Students if doing so would violate applicable privacy laws, regulations or other legal requirements.

For purposes of this provision, the Parties agree that: (x) a “Complaint” shall mean a (i) statement or allegation by a Student of wrongful or unethical conduct by MidFirst, or its affiliates or Suppliers, or (ii) a statement by a Student of dissatisfaction regarding a Student Checking Account, Bankable Student ID Card, or the services or business practices related thereto, but a Complaint shall not include any statement or allegation that MidFirst reasonably determines to be inaccurate or frivolous, or that does not identify a specific practice, concern or other set of facts; and (y) a "Supplier" shall mean a third party that (i) offers products or services to, or (ii) has direct contact with Students on behalf of or in partnership with MidFirst.

(h) **Reporting.** A new Section 26 is added as follows:

Section 26. No later than August 1, 2017 and thereafter within 30 days after the end of each award year ending June 30, MidFirst shall provide to the University the information described in 34 CFR 668.164(f)(4)(iv)(B) in respect of such award year regarding the number of Student Checking Accounts and the mean and median of the actual costs incurred by those account holders.

University will provide to MidFirst copies of the contract and contract information to be posted on University's website pursuant to Sections (f)(4)(iii) or (iv) of the Cash Management Regulations a reasonable time in advance of such posting for MidFirst’s review and comment.

(i) **Confidentiality.** A new Section 27 is added as follows:

Section 27. Nothing in this Agreement shall be construed to conflict with the disclosure requirements in the Cash Management Regulations.

4. **Binding Effect.** The Agreement, as modified herein, shall be binding on the Parties hereto, and this Amendment shall be a part of the Agreement from and after the Effective Date.

5. **Effect of Amendments.** Except as otherwise expressly provided herein, the Agreement, and the other instruments and agreements referred to therein, are not amended, modified or affected by this Amendment. Except as expressly set forth herein, all of the terms, conditions, covenants, representations, warranties and all other provisions of the Agreement are hereby ratified and confirmed and will remain in full force and effect. In the event of any conflict between the Agreement and this Amendment, this Amendment will control.

6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be an original and all of which shall be one document binding on all the Parties even though each of the Parties may have signed different counterparts.

7. **Authority.** The individual signing below on behalf of each Party hereby represents and warrants that the signing individual has full right, power and is duly authorized to execute and deliver this Amendment on behalf of such Party and this Amendment is binding on such Party in accordance with its terms.

The Parties have executed this Amendment as of the date set forth in the first paragraph of this Amendment.

[signatures follow]
UNIVERSITY OF CENTRAL OKLAHOMA

By: Kevin Freeman
Printed: Kevin Freeman
Title: VP

MIDFIRST BANK, a federally chartered savings association

By: [Signature]
Printed: Daniel Adams
Title: Senior Vice President
STUDENT BANKABLE ID AGREEMENT

This STUDENT BANKABLE ID AGREEMENT (this "Agreement" or "University Agreement") is entered into between the University of Central Oklahoma, a constitutional state university ("University"), having its principal place of business located at 100 North University Drive, Edmond, Oklahoma 73034, and MidFirst Bank, a federally chartered savings association ("MidFirst"), with its principal place of business located at 501 NW Grand Boulevard, Oklahoma City, OK 73118. As noted in Paragraph 1 below, this Agreement has an Effective Date of January 1, 2013.

REQUITALS

A. University and MidFirst (collectively, the "Parties", and individually, a "Party") have previously entered into a Strategic Banking Relationship Master Agreement dated January 1, 2013, as amended, with an effective date of of January 1, 2013 (the "Master Agreement").

B. Pursuant to the Master Agreement, as amended, the Parties agreed to document their agreements with respect to University students, as defined below. This Agreement constitutes the Parties' agreements with respect to University students.

AGREEMENT TERMS

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, including the incentive-based royalties described herein, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions set forth herein, intending to be legally bound, the Parties agree as follows:

1. TERM

This Agreement will begin on January 1, 2013 ("Effective Date") and shall expire on June 30, 2023. Notwithstanding the foregoing or anything to the contrary contained herein, this Agreement shall terminate concurrently with the expiration or earlier termination of the Master Agreement, and any renewals of the Master Agreement shall apply to this Agreement.

2. DEFINITIONS

The following terms shall have the meanings set forth below for all purposes under this Agreement:

2.1. "Account" shall mean any Student Checking Account.

2.2. "Active Student Checking Account" shall mean a Student Checking Account that has customer-initiated activity within the last six (6) months and was opened on or after the Effective Date.

2.3. "Active Student" shall mean a student who is enrolled in the University.

2.4. "Advertising Materials" shall mean all MidFirst-created marketing, advertising, and solicitation materials which contain the University’s Marks.

2.5. "Agreement" shall mean collectively this Agreement, together with any exhibits, addenda or attachments to this Agreement, and any subsequent written amendments hereto executed by University and MidFirst.

2.6. "Annual Minimum Royalty Guarantee" shall have the meaning set forth below in Section 5.1.2.2.
2.7. "Approved Point of Sale Transactions" or "Approved POS Transactions" shall mean the
debit card purchase or payment transactions that receive an approval code from the applicable card
association network and MidFirst.

2.8. "Bank Customer" shall mean any University student who has entered into a banking
relationship with MidFirst to provide or engage in Retail Banking Services and Products.

2.9. "Bank Customer Information" shall mean any non-public, non-published information
regarding current or potential Bank Customers.

2.10. "Bankable Student ID Card" or "Broncho ID Card" shall mean a student's school
identification card that also has debit or check card capabilities tied to the Student Checking Account.

2.11. "Bankable Student ID Card Transaction Royalties" shall mean those royalties described
in Section 5.1.1.2 below.

2.12. "Bankable Student ID Card Transaction Royalty Rate" shall mean the per transaction
royalty rate which University will earn under Section 5.1.1.2 below.

2.13. "BIN" shall mean Bank Identification Number.

2.14. "Broncho ID Card Program" shall have the meaning set forth in Section 3.1.1 below.

2.15. "Broncho ID Card Program Incentive-Based Royalties" shall mean collectively the
royalties paid on Student Checking Accounts and the Bankable Student ID Card described in Section
5.1.1 below.

2.16. "Broncho Student Solution Checking Account" shall mean a demand deposit or checking
account structured to help a student reestablish a positive banking history and utilizes University's Marks.

2.17. "Converted Account" shall mean any Student Checking Account that converts or
transitions to an Affinity Checking Account.

2.18. "Converted Account Approved POS Transaction" shall mean an Approved POS
Transaction conducted through a Converted Account.

2.19. "Debit Interchange Rate" shall mean the per transaction fee(s) set by the applicable card
network associations and paid to MidFirst with respect to check card(s).

2.20. "Effective Date" shall have the meaning set forth above in Section 1.


2.22. "ID" shall mean identification.

2.23. "ID System Update" shall mean University's new card ID system to be completed by
University prior to MidFirst Bank issuing the Bankable Student ID Cards contemplated under this
Agreement. The ID System Update will be at the sole cost and expense of University.

2.24. "ISDN" shall mean Integrated Services Digital Network.

2.25. "Information" shall have the meaning set forth below in Section 9.1.

2.26. "Interchange Revenue Bonus" shall mean the bonus described in Section 5.2.
2.27. "Limited Customer Information" shall have the meaning set forth in Section 9.4.

2.28. "Marks" or "University's Marks" shall mean the design, image, visual representation, logo, service mark, trade dress, trade name or trademark, with exception of the official seal of the University used or acquired by the University during the Term of this Agreement.

2.29. "MidFirst" shall mean MidFirst Bank.

2.30. "MidFirst's Marks" shall mean the design, image, visual representation, logo, service mark, trade dress, trade name or trademark, used or acquired by MidFirst or any of its affiliates during the Term of this Agreement.

2.31. "Milestone Bonus" shall mean the bonus described in Section 5.1.3.

2.32. "Party" shall mean individually either University or MidFirst.

2.33. "Parties" shall mean collectively the University and MidFirst.

2.34. "Premises" shall mean any and all areas of University's main campus in Edmond, Oklahoma, all other UCO campus locations, the CHK|Central Boathouse and any other locations as mutually agreed upon by the Parties.

2.35. "Related Parties" shall mean the directors, officers, employees, agents, subcontractors, contractors, representatives, subsidiaries or affiliates of a receiving party, to the extent such entities or persons receive Information.

2.36. "Retail Banking Services and Products" shall mean retail banking services and products offered by banking institutions, including but not limited to check cards, stored-value cards, gift cards, checking or demand deposit accounts, savings accounts, time deposit accounts, credit cards, trust accounts, consumer loans, mortgage loans, home equity loans, and commercial loans. Retail Banking Services and Products shall not include any closed circuit gift or stored value cards sold by existing vendors on the Premises, provided those cards do not carry a competing bank's marks.

2.37. "Royalty" or "Royalties" shall mean the collective compensation set forth below in Section 5.

2.38. "Student BIN Transactions" shall mean the Bankable Student ID Card Approved POS Transactions.

2.39. "Student Checking Account" or "Broncho Student Checking Account" shall mean a demand deposit or checking account opened with a Bankable Student ID Card on or after the Effective Date that features the University's Marks.

2.40. "Student Checking Account Royalties" shall mean the royalties described below in Section 5.1.1.1.

2.41. "Student Interchange Revenue Bonus" shall mean the portion of the Interchange Revenue Bonus described in Section 5.2 below that is attributable to the Bankable Student ID Card.

2.42. "Student List" shall mean the complete and accurate list of all Active Students.

2.43. "University" or "UCO" shall mean the University of Central Oklahoma.
2.44. "University Agreement" or this "Agreement" shall mean collectively this University Agreement, any addenda, exhibits or attachments to this University Agreement, and any subsequent written amendments hereto executed by University and MidFirst.

3. **BANKING RELATIONSHIP ELEMENTS.** During the Term of the University Agreement, the University and MidFirst agree to the following Relationship elements:

3.1. **Student Banking Program.**

3.1.1. MidFirst shall have the exclusive right to market, promote, advertise and produce the Bankable ID Card and Student Checking Accounts to UCO students (collectively referred to as the "Broncho ID Card Program"). The Bankable ID Card shall be offered through the on-campus MidFirst banking center. The Student Checking Accounts will be offered through the on-campus MidFirst banking center as well as all of MidFirst's Oklahoma banking centers. For students who do not qualify for the Student Checking Account due to a negative banking history, MidFirst will evaluate and where appropriate offer the Broncho Student Solution Checking Account.

3.1.2. In exchange for the exclusive rights provided in Section 3.1.1 and for the Term of this University Agreement, the University will earn incentive-based account royalties contemplated by the Broncho ID Card Program Incentive-Based Royalties, as described in Section 5.

3.1.3. To properly report and calculate Royalties, the University will confirm to MidFirst on an ongoing basis (no less than semi-annually), through the delivery of student names, ID numbers, the student enrollment status (active or inactive) of anyone that has a Bankable Student ID Card. With respect to Broncho ID Card Program Incentive-Based Royalties described in Section 5.1.1 of the Agreement and the Interchange Revenue Bonus described in Section 5.2 of the Agreement, if the account holder opens a Student Checking Account and MidFirst is unable to confirm the student status of the customer with a Student Checking Account, Broncho Student Solution Checking Account or UCO-branded check card, then MidFirst may recognize that customer as a Converted Account after a period of six (6) years from the time the student checking account was opened.

3.1.4. University shall provide MidFirst with sufficient information and access necessary to encode the University functionality of the Bankable Student ID Card. University acknowledges and authorizes MidFirst to send fully-encoded Bankable Student ID Cards to cardholders via regular mail, when regular mail is required. University hereby releases MidFirst of any liability associated with the personalization and distribution of the Bankable Student ID Cards.

3.1.5. If a Bankable Student ID Card is turned into or reported to the University as lost or stolen, the University is responsible for immediately notifying MidFirst of University's receipt of notification and, if in the University's possession, destroying the Bankable Student ID Card.

3.1.6. Pursuant to Section 7.7 of this University Agreement, University shall provide to MidFirst, via secure FTP, the Student List at least two (2) times per year for each year of the term of the University Agreement. The two (2) times per year will be once after University fall enrollment is finalized (within 1.0 business days after the published drop date, being the last day that a student can drop enrollment in a class), and once after University spring enrollment is finalized (within 10 business days after the published drop date, being the last day that a student can drop enrollment in a class).
Each list will include, at a minimum: last name, first name, University ID number, and enrollment status (i.e., active or inactive) of each Student.

3.1.7. MidFirst shall provide quarterly reporting to the University within sixty (60) days of the close of each quarter that will provide sufficient information for the University to reconcile the Broncho ID Card Program Incentive Based Royalties.

3.2. Financial Literacy Training. MidFirst shall provide on-going financial literacy education opportunities to University students. MidFirst will provide a financial education website that includes information on money management topics, along with interactive tools to help with budgeting, credit and purchase comparisons, savings plans and other financial decisions. Financial literacy information will be provided in conjunction with MidFirst’s participation in new student orientations. MidFirst will host on-campus financial literacy events regarding money management skills no less than annually.

4. EXCLUSIVITY.

4.1. MidFirst shall have the exclusive right to market, promote, offer and administer the Retail Banking Services and Products, including but not limited to the Bankable Student ID and Student Checking Account which are offered in combination with the Marks.

4.2. MidFirst shall be the sole banking institution on the Premises and no other banking institutions shall have the authority to market or solicit students.

5. ROYALTIES. MidFirst will be responsible for the monetary payments contemplated by this Section.

5.1. Royalties. The University will earn the following Royalties over the course of this University Agreement:

5.1.1. Broncho ID Card Program Incentive-Based Royalties.

5.1.1.1. Student Checking Account Royalties. For the Term of this University Agreement, the University will earn incentive-based account royalties at a rate of ten dollars ($10.00) for each new Active Student Checking Account on the first Anniversary Date. The payments shall be made by the end of the second month following the end of the applicable calendar quarter and shall be accompanied by a compensation report detailing the calculation of such payment.

5.1.1.2. Bankable Student ID Card Transaction Royalties.

5.1.1.2.1. For the Term of this University Agreement, the University will earn incentive-based transaction royalties at a rate of three cents ($0.03) for each Bankable Student ID Card Approved POS Transaction.

5.1.1.2.2. With written notice from University of a student’s departure, MidFirst will change the student’s status to Alumni and convert the student to a Converted Account. The Converted Account will not earn any new Student Checking Account Royalties but will earn incentive-based transaction royalties at a rate of seven cents ($0.07) for each Converted Account
Approved POS Transaction.

5.1.1.2.3. In the event that Bankable Student ID Cards are not available at the time that the Nigh University MidFirst retail banking center is operational, then MidFirst will create a Student BIN for those cards temporarily, but until those temporary cards convert to actual Bankable Student ID Cards, there will be no transaction royalties paid to University.

5.1.1.3. Broncho ID Card Program Incentive-Based Royalties Payment Terms. The Broncho ID Card Program Incentive-Based Royalties volume will begin accumulating as of the Effective Date. MidFirst will make the royalty payments contemplated by this Section on a quarterly basis. The payments shall be made by the end of the second month following the end of the applicable calendar quarter and shall be accompanied by a compensation report detailing the calculation of such payment.

5.2. Interchange Revenue Bonus.
5.2.1. MidFirst will pay an Interchange Revenue Bonus to the University amounting to ten percent (10%) of the gross debit interchange income derived from the Bankable Student ID Card Approved POS Transactions, net of the Bankable Student ID Card Transaction Royalties. The Interchange Revenue Bonus will be paid to the University on a quarterly basis. The payments shall be made by the end of the second following the end of the applicable calendar quarter. The Student Interchange Revenue Bonus equals (the Debit Interchange Rate minus Bankable Student ID Card Transaction Royalty Rate) multiplied by ten percent (10%) multiplied by the total number of Student BIN Transactions for the applicable quarter.

5.3. Incentive Bonus for UCO Student ID System Update. The University represents that it is updating its student ID card systems. In the event that University can finish its student ID System Update to be fully functional and compatible for the purposes contemplated in this University Agreement, all in a manner satisfactory to MidFirst, prior to July 1, 2013, MidFirst agrees to pay University an incentive bonus in the amount of twenty five thousand dollars ($25,000.00). In the event that the student ID System Update is not completed prior to July 1, 2013, the incentive bonus shall not be owed to University.

6. MIDFIRST RESPONSibilities

6.1. MidFirst shall provide, at its cost, all banking services functionality for the Bankable Student ID Card and Student Checking Accounts.

6.2. MidFirst shall be solely responsible for and agrees to pay all costs associated with its management of this Agreement and the successful performance of its obligations hereunder, except as noted otherwise in this Agreement. MidFirst shall operate on its own credit and shall pay all costs of operations from its own banking account(s).

6.3. MidFirst shall obtain and maintain at its sole expense, and in its name, all necessary licenses and permits required to perform the services described herein.

6.4. In the event of loss of any data or records necessary for the performance of this Agreement where such loss is due to the error or negligence of MidFirst or its employees or agents, MidFirst shall take commercially reasonable efforts to recreate such lost data or records.

6.5. MidFirst shall abide, and require its employees to abide, by applicable University regulations and policies. Upon written request, University shall provide MidFirst with copies of applicable policies, and timely inform MidFirst of any changes.

6.6. MidFirst shall abide by all federal, state, and local laws applicable to its operation.

6.7. MidFirst shall be responsible for any loss or damage to property owned by University that is caused by MidFirst or its employees or agents in the course and scope of their employment.

6.8. MidFirst will not market credit card products to Students.

7. UNIVERSITY RESPONSIBILITIES

7.1. As stated in Sections 3 and 4, the University hereby grants MidFirst the exclusive right to market, promote, offer and administer the Retail Banking Services and Products, including but not limited to the Bankable Student ID and Student Checking Account which are offered in combination with the Marks.
7.2. University grants MidFirst a limited, non-exclusive, non-transferrable license to use the Marks in conjunction with the Bronco ID Card Program. The University shall have the right of prior approval, not to be unreasonably withheld or delayed, of MidFirst's or its card provider's use of the Marks.

7.3. The University will take necessary steps to cause any other entity to cease and desist from (i) marketing, promoting, offering or administering Retail Banking Services and Products or similar cards or products that are offered in combination with the Marks, and (ii) utilizing the University's Marks for the marketing, promoting, offering or administering Retail Banking Services and Products or similar cards or products that are offered in combination with the Marks to the extent in conflict with the rights granted by this Agreement.

7.4. The University shall have the right of prior approval, not to be unreasonably withheld or delayed, of Advertising Materials.

7.5. The University shall not, individually or in conjunction with others, directly or indirectly, take any action which would violate, or cause the University to violate, the terms of this Agreement.

7.6. University shall take all commercially reasonable steps to actively support the Bronco ID Card Program. University will not take any actions that would in any way negatively impact MidFirst's rights granted herein. At such time that the University becomes aware of any circumstances that will in any way affect MidFirst's rights under this Agreement, the University shall provide notice to MidFirst and the Parties shall work together to develop a mutually acceptable solution and protect each Party's interest resulting from the Bronco ID Card Program.

7.7. University shall provide MidFirst with such information and assistance as may be reasonably requested by MidFirst in connection with the Bronco ID Card Program.

7.7.1. Further, the University will provide, per an agreed upon schedule, all releasable information, subject to the applicable law, on University students, incoming students and graduating students to allow MidFirst to manage the calculation of Royalties related to the Bronco ID Card Program. Should a person's record be marked as a non-publishable record, MidFirst will not receive the data from the University but may obtain if only from the individual.

7.7.2. Within thirty (30) days of the Effective Date, the University shall provide MidFirst with initial versions of the Student List. University shall then provide such lists to MidFirst on at least a semi-annual basis.

7.8 In the event of loss of any data or records necessary for the performance of this Agreement where such loss is due to the error or negligence of University or its employees or agents, University shall take commercially reasonable efforts to recreate such lost data or records.

7.9 University shall abide by all federal, state, and local laws applicable to its operation.

7.10 University shall be responsible for any loss or damage to property owned by MidFirst that is caused by University or its employees or agents in the course and scope of their employment.

7.11 University will not use or disclose any Bank Customer Information it may discover to any persons for any purpose other than to carry out the purpose for which MidFirst disclosed the information or as permitted under this Agreement. University will maintain reasonable security procedures to protect against the unauthorized use, publication, destruction, or disclosure of any Bank Customer Information it may discover. Such procedures shall include, but shall not be limited to the following: the use of appropriate security control technologies (including but not limited to, encryption of data, firewalls, passwords, authentication, data access and transmission controls and procedures, virus and anti-spy protection software), and physical security measures (including, but not limited to, limited security access
to facilities, and proper disposal procedures). University agrees to reasonably cooperate with MidFirst in efforts to assess the security measures through the use of questionnaires or reasonable audits, not to exceed two (2) audits in an calendar year during the term of this Agreement.

8. REPRESENTATIONS AND WARRANTIES

8.1. The University and MidFirst each represents and warrants to the other that as of the Effective Date and throughout the Term of this Agreement:

8.1.1. It is duly organized, validly existing and in good standing.

8.1.2. It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

8.1.3. It will comply with applicable federal, state and local laws, rules, and regulations applicable to the terms and obligations of this Agreement.

8.1.4. This Agreement constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

8.1.5. No consent, approval or authorization from any third party is required in connection with the negotiation, execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

8.1.6. The execution, delivery and performance of this Agreement by such Party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such Party.

8.2. The University represents to MidFirst as of the date hereof and throughout the Term of this Agreement that it has the right and power to license the Marks to MidFirst for use as contemplated by this Agreement. To the extent permitted by law, the University shall defend, indemnify and hold harmless MidFirst, its directors, officers, agents, employees, affiliates, successors and assigns from any and all claims, suits, actions, damages, judgments, and costs (including attorneys' fees), arising from the Mark license granted herein or from MidFirst's use of the Marks in reliance thereon. Each Party shall promptly notify the other Party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Marks.

9. CONFIDENTIALITY

9.1. The terms and conditions of this Agreement and any contract negotiations, proposal, letter of intent, financial information, and/or proprietary information provided by or on behalf of one Party to the other Party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other Party to any other person or entity, except as permitted under this Agreement, as required by operation of law, or as mutually agreed in writing. The Parties mutually agree to comply with the requirements of the Gramm Leach Billey Act dealing with the confidentiality of Bank Customer Information and the safeguarding rule.

9.2. MidFirst and the University shall be permitted to disclose such Information (a) to their accountants, legal, financial and marketing advisors, and employees or permitted vendors as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential and (b) as required by law or requested by any governmental regulatory authority.
9.3. The Parties acknowledge that the University is a state agency and is subject to the Oklahoma Open Records Act (51 O.S. § 24A.1, et seq.) and all confidentiality agreements, including this Section, are subject to its restrictions. The University shall provide MidFirst with reasonable notice regarding any Oklahoma Open Records Act requests relating to this Agreement.

9.4. University will not have access to any Bank Customer Information except the following limited information provided by MidFirst to University regarding Bank Customers who have opened an account subject to the Royalty payments set forth herein: the combination of the following pieces of information with respect to each individual Bank Customer provided by MidFirst to University: (i) student name, (ii) University ID number, and (iii) the type of card selected (the "Limited Customer Information"). The Parties agree that it is their intent to protect disclosure of the combination of the three components of such Limited Customer Information, not the individual components of such information. For example, and not by way of limitation, University shall not be prohibited from disclosing (1) student names or their University ID numbers if allowed or required by law or University policies, (2) general information regarding the Bankable Student ID Cards, or (3) any similar information, so long as such information does not list on a per-Bank Customer basis the combination of components (i) through (iii) above. The Limited Customer Information is being shared with University for the sole purpose of administering and distributing the Bankable Student ID Cards. University acknowledges that its access to the Limited Customer Information described in this paragraph is regulated by federal banking laws, and agrees to comply with the following terms and conditions with respect to the Limited Customer Information:

9.4.1. University will not use or disclose the Limited Customer Information to any persons for any purpose other than to carry out the purpose for which MidFirst disclosed the information or as permitted under this Agreement. The University specifically acknowledges and agrees that the Limited Customer Information will not be used for any marketing or promotional purposes.

9.4.2. University will maintain reasonable security procedures to protect against the unauthorized use, publication, destruction, or disclosure of the Limited Customer Information. Such procedures shall include, but shall not be limited to the following: the use of appropriate security control technologies (including but not limited to, encryption of data, firewalls, passwords, authentication, data access and transmission controls and procedures, virus and anti-spy protection software), and physical security measures (including, but not limited to, limited security access to facilities, and proper disposal procedures). University agrees to reasonably cooperate with MidFirst in efforts to assess the security measures for the protection of the Limited Customer Information through the use of questionnaires or reasonable audits, not to exceed two (2) audits in a calendar year during the term of this Agreement.

9.4.3. University will notify MidFirst of any actual or suspected breach of the Limited Customer Information, and shall reasonably cooperate with MidFirst to halt the unauthorized disclosure and mitigate any damages. University shall be responsible for the acts and omissions of itself and its agents and, to the extent permitted by applicable law, shall hold MidFirst harmless with regard to such acts or omissions.

10. **SECURITY**

10.1. Each Party shall be responsible for the security of all its own property and of personal property under its custody and control on Premises (including the personal property of the Parties’ employees and agents), and for any repairs to or replacement or compensation for such property which may arise out of any theft, loss or damage; provided that, each Party shall be responsible for any theft, loss or damage to the other’s property or the personal property of its employees and agents caused by the negligence or misconduct of its employees or agents.

11. **TERMINATION OF AGREEMENT**

11.1. In the event of any material breach of this Agreement by MidFirst or the University, the other Party may terminate this Agreement by giving thirty (30) days written notice with an opportunity to
cure, as provided herein, to the breaching Party. The notice shall: (i) describe the material breach; and (ii) state the non-breaching Party's intention to terminate this Agreement if such breach is not cured within the specified time period. To the extent the breach cannot be cured within thirty (30) days, the breaching Party shall, upon notice to the non-breaching Party, have up to ninety (90) days following written notice from breaching Party to cure the breach. Written notice of termination must be within ninety (90) days of the expiration of the cure period.

11.2. If either MidFirst or the University becomes insolvent in that its liabilities exceed its assets; it is unable to meet or it has ceased paying its obligations as they generally become due; it is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding; it makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other Party may immediately terminate this Agreement.

11.3. Without prejudice to any other remedy for breach of this Agreement, upon termination of this Agreement, no refunds shall be made to either Party for those sums paid and earned prior to the termination. However, each Party shall be released from the payment of any sum owed to another Party that was not earned prior to termination or the performance of any obligation for which payment has not been made by one Party and received by the other Party prior to the termination. All amounts incurred or earned prior to the termination date are due and payable as of the termination date.

12. INDEPENDENT CONTRACTORS.

12.1 MidFirst and University are not agents, representatives or employees of each other and neither Party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

13. FORCE MAJEURE.

13.1 Neither Party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence. Provided, however, if the University's ability to perform its obligations hereunder is delayed or eliminated by such an event, the Parties shall negotiate in good faith a mutually acceptable method of University performance.

14. NO WAIVER.

14.1 No waiver by either Party of any breach of the provisions of this Agreement by the other Party shall in any way be construed to be a waiver of any future breach or bar either Party's right to insist on strict performance of the provisions of this Agreement.

15. TAXES.

15.1 Any and all assessment, tax, or imposts of any nature including, without limitation, real or personal property taxes, sales taxes or use taxes associated with the transaction(s) contemplated by this Agreement shall be the responsibility of the Party assessed or charged.

16. INDEMNITY.

16.1 To the extent permitted by applicable law, each Party ("Indemnitor") shall defend, indemnify and hold harmless the other Party ("Indemnitee"), its directors, officers, agents, employees, affiliates, successors and assigns from and against any and all claims, suits, actions, damages, judgments, and costs (including reasonable attorneys' fees) arising out of any: (i) damage, destruction or loss of any property; or (ii) injury to or death of any person; which results from or arises out of negligent or willful acts or
omissions of the Indemnitor, its officers, agents or employees, in the performance of this Agreement. Each Party will give the other Party prompt written notice of any claim, suit, action, damage, judgment or cost coming within the scope of these indemnities. Upon the written request of an Indemnitee, the Indemnitor will assume the defense of any claim, demand or action against the Indemnitee and will permit the Indemnitee, at the Indemnitee’s expense, to participate in the defense of claim. Settlement by the Indemnitee without the Indemnitor’s prior written consent, which will not be unreasonably withheld, will release the Indemnitor from the indemnity as to the claim, demand or action so settled. Termination of this Agreement will not affect the continuing obligations of the parties as indemnitors under this Agreement. Each Party shall carry comprehensive general liability insurance policies to cover the liabilities set forth in this Agreement, in sufficient amounts satisfactory to each Party. The Parties shall, upon request, provide each other with insurance certificates showing that proper insurance is in place and in effect.

17. **AGREEMENT.**

17.1. This Agreement constitutes the entire agreement and is the sole expression of the understanding of the Parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified, amended, or waived except in writing signed by an authorized representative of each Party.

17.2. This Agreement shall be governed by and subject to the law of the State of Oklahoma (without regard to its conflicts of law principles) and shall be deemed for all purposes to be made and fully performed in Oklahoma.

17.3. No right or interest in this Agreement shall be assigned, or any obligation delegated, by either Party without the written permission of the other Party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

17.4. University and MidFirst agree that those obligations of the Parties, which by their terms require performance after termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

17.5. The paragraph headings contained herein are inserted only for convenience of reference and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraphs to which they refer.

17.6. If any provision of this Agreement is finally adjudicated illegal, invalid, in excess of the authority of either Party hereto, or otherwise unenforceable, then such provision shall be severed, and the remainder of this Agreement shall remain in force as if such adjudicated provision were never included in this Agreement. In the event any provision of this Agreement is deemed non-binding, then the Parties agree to negotiate and agree upon a new binding provision, which most closely resembles the Parties’ original intent, to replace the non-binding provision. The newly negotiated, binding provision together with the remaining terms and conditions of this Agreement shall have full force and effect.

17.7. Each Party shall execute and deliver, at any time and from time to time upon the request of the other Party, such further instruments, papers or documents as may be necessary or appropriate to consummate the transactions contemplated hereby, to implement or perfect any transfers, and to take such other action as the other Party may reasonably request to effectuate the purposes of this Agreement.

17.8. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall be one (1) document binding on all the Parties even though each of the Parties may have signed different counterparts. Electronic/facsimile signatures on this Agreement shall be deemed to be originals for all purposes; however, Parties will endeavor to provide original ink signatures upon request.
18. **NOTICES.**

All notices relating to this Agreement shall be in writing and shall be deemed given: (i) upon receipt by hand delivery, facsimile (with regular mail follow-up) or overnight courier, or (ii) upon receipt after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

**To University:**
University of Central Oklahoma  
100 North University Drive  
Edmond, OK 73034  
Attn: Mr. Kevin Freeman, Vice President for Operations

Email: kfreeman@uco.edu

**With a Copy to:**
University of Central Oklahoma  
100 North University Drive  
Edmond, OK 73034  
Attn: Mr. Brad Morelli, Senior Legal Counsel

Email: BMorelli@uco.edu

**To MidFirst:**
MidFirst Bank  
501 NW Grand Blvd.  
Oklahoma City, OK 73118  
Attn: Mr. Daniel Adams  
Senior Vice President

Email: Daniel.Adams@midfirst.com

**With a Copy to:**
MidFirst Bank  
501 NW Grand Blvd.  
Oklahoma City, OK 73118  
Attn: Timothy Sterling, Assistant General Counsel

Email: timothy.sterling@midfirst.com

Either Party may change the address to which communications are to be sent by giving notice, as provided herein, of such change.

IN WITNESS WHEREOF, each of the Parties, by its representatives, has executed this Agreement as of the Effective Date.

The individual signing below on behalf of a Party represents and warrants that he has full right and power and is duly authorized to execute and deliver this Agreement on behalf of such Party, and that this Student Bankable ID Agreement is binding on such Party in accordance with its terms.

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**UNIVERSITY OF CENTRAL OKLAHOMA**

By: **Kevin Freeman**

Name: **Kevin Freeman**

Title: **VP**

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**MIDFIRST BANK**

By: **[Signature]**

Name: **Daniel Adams**

Title: **Senior Vice President**