

“OAKLAND UNIVERSITY CREDIT UNION”

AGREEMENT BETWEEN OAKLAND UNIVERSITY
AND
THE MICHIGAN STATE UNIVERSITY FEDERAL CREDIT UNION

Effective January 15, 2024

Oakland University (“University”), a Michigan constitutional body corporate and institution of higher education located in Rochester, Michigan, and Michigan State University Federal Credit Union (“Credit Union”), a non-profit federally chartered credit union with its principal place of business in East Lansing, Michigan, enter into this “Oakland University Credit Union” Agreement (“Agreement”) as of the Effective Date stated below.

Recitals

WHEREAS, the University is a Michigan public institution of higher education, created and maintained pursuant to Sections 4 and 7 of Article 8 of the Michigan Constitution of 1963;

WHEREAS, the Credit Union is a federally chartered, cooperative, nonprofit association incorporated under the Federal Credit Union Act, 12 USC 1751, *et seq*;

WHEREAS, in June 2013, Credit Union and University entered into the Oakland University Credit Union Agreement (“2013 Agreement”); and

WHEREAS, thereafter the parties entered into a First Amendment and Second Amendment to the 2013 Agreement to modify certain terms in the 2013 Agreement; and

WHEREAS, the parties now desire to restate and extend the 2013 Agreement on the terms and conditions set forth below; and

WHEREAS, the University and the Credit Union desire to set forth their respective rights and obligations in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained in this Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the University and the Credit Union agree as follows:

1. **Definitions.**

- a. “Agreement” means this Agreement and all exhibits to this Agreement.
- b. “ATM” means automated teller machines installed on University Property which allow users to withdraw and transfer funds, and provide users with access to all other services available through the ATM Network.
- c. “ATM Locations” means a mutually agreed upon number sites on University Property, with at least one ATM located at a mutually agreeable location in the University’s Oakland Center and the other ATMs placed at other

mutually agreeable locations, which the University licenses to the Credit Union as part of this Agreement to install and operate ATMs. The ATM located in the Oakland Center shall be a “full-service” ATM which performs all of the functions described in Paragraph 1b and also performs all cash transactions.

- d. “ATM Network” means the “Co-Op Network” national network of credit union ATMs, or a substitute or replacement ATM network offering substantially the same services, number of participating ATMs and geographical coverage as the “Co-Op Network.”
- e. “Branch Location” means the approximately 724 square foot site within the Oakland Center located on University property designated as Suite 148, which the University licenses to the Credit Union as part of this Agreement to operate a branch location.
- f. “Code” means the Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder.
- g. “Credit Union” means the Michigan State Federal Credit Union and its directors, officers, members, employees, agents, representatives, interns, affiliates, sub-contractors, designees, successors and assigns.
- h. “Credit Union Personal Property” means the Credit Union’s ATMs, supplies, cash and/or negotiable instruments, inventory, furniture and furnishings, equipment, moveable trade fixtures, safes and/or vaults, Marketing materials, and intellectual property.
- i. “Effective Date” means January 15, 2024 , or earlier if approved in writing by the parties.
- j. “Fees” mean the Credit Union’s current individual account holder fees applicable to the University’s faculty, staff and Students, and ATM fees applicable to ATM transactions. The Fees are subject to change by the Credit Union in accordance with market conditions, except that the Fees shall not exceed the amounts charged to the Credit Union’s general membership.
- k. “Marketing” means all marketing programs and/or materials developed by the Credit Union relating in any way to this Agreement, the ATMs, and/or the Branch Location, including without limitation all signs, advertising, publicity releases, invitations, announcements, targeted mailings, promotions, exclusive presentations at faculty, staff and Student orientations, brochures, posters, T-shirts, and electronic and/or digital communications.

- l. “Member Documents” means share certificates, certificates of deposit, signature cards, loan agreements, mortgage documents, account statements, checks, drafts, and other documents the Credit Union requires to be signed by its members.
 - m. “Premises” means, collectively, the ATM Locations and the Branch Location.
 - n. “Reimbursable Expenses” means the University’s actual costs incurred for or on behalf of the Credit Union as required or permitted by this Agreement, for which the Credit Union must reimburse the University.
 - o. “Royalty” or “Royalties” means the amount that the Credit Union owes to the University for the Credit Union’s right to use the Premises, the University Marks and the Mailing List pursuant to this Agreement.
 - p.. “Students” means individuals registered as full or part-time students at the University.
 - q. “University” means Oakland University and its trustees, officers, employees, Students, alumni, agents, volunteers, subcontractors, representatives, designees, successors and assigns.
 - r. “University Marks” means the name “Oakland University” and all permutations, graphic images and logo(s) relating to that name, including without limitation all of the University’s trademarks and/or service marks registered with the State of Michigan and/or the United States approved by the University for use in connection with this Agreement.
 - s. “University Policies” means all University rules, regulations, policies, and ordinances that currently exist or are adopted or amended from time to time, including without limitation the requirement that all of the Credit Union’s activities and conduct while on University Property and/or relating in any way to this Agreement must be consistent with the University’s overall mission as a Michigan public institution of higher education and conform to general social conventions and common public morals and decency.
 - t. “University Property” means all real and personal property owned by the University, including without limitation the Premises, improvements in or adjacent to the Premises, all other University buildings and structures, equipment, fixtures, furniture, furnishings, landscaping, trees, walks, driveways and roadways.
2. Term. This Agreement commences on the Effective Date and expires on December 31, 2033, unless terminated earlier by the parties’ mutual written consent or otherwise pursuant to this Agreement (“Initial Term”). Both parties

upon mutual agreement, and approval by their respective governing boards, may extend the Initial Term for an additional term (“Extended Term”) of up to five (5) years. The Extended Term will be governed by terms and conditions to be mutually agreed upon by the parties. The Initial Term, and the Extended Term if applicable, are referred to collectively as the “Term.”

License of the Premises

3. License of the Premises. During the Term, the University grants the Credit Union a license to use the Premises for the Branch Location and ATM Locations as provided in this Agreement.
 - a. Branch Location Provisions. Except as otherwise indicated, the following provisions apply only to the Branch Location:
 - (1) During the Term, the Credit Union shall have the exclusive right to maintain a branch location on University Property during the Term. The Branch Location is primarily for the convenience and benefit of the University’s faculty, staff and Students, and shall be intended principally for their use. Marketing relating to the Branch Location shall be subject to the limitations provided in Paragraph 41.
 - (2) The Branch Location shall be known as “Oakland University Credit Union.” During the Term of this Agreement, the Credit Union shall also use the name “Oakland University Credit Union” for its facility located at 3220 University Drive in Auburn Hills, Michigan and any future branch locations to be branded individually as Oakland University Credit Union or cobranded as Oakland University Credit Union and Michigan State University Federal Credit Union. The provisions in this subparagraph a.(2) are subject to applicable federal law and regulation.
 - a. All signage, advertising and marketing materials will use the name “Oakland University Credit Union” only.
 - b. All Member Documents will clearly and conspicuously contain the “Oakland University Credit Union” name. To the extent the Credit Union is required by law and/or regulation to disclose any other corporate names on Member Documents, such names will be disclosed in a form and manner that ensures that the “Oakland University Credit Union” name is the more prominently displayed name. Applicable personnel from both parties will cooperate in the drafting and design of the Member Documents.
 - (3) The Branch Location in the Oakland Center shall maintain at least the **minimum** hours of operation of 9:00am to 5:00pm Monday

through Friday unless other hours are mutually agreed to, and shall also be open during all faculty, staff, parent and Student orientations, all Student registration periods and at other reasonable times specified by the University. The Credit Union may extend the Branch Location's minimum hours of operation in any manner consistent with the Oakland Center's general hours of operation. The Credit Union shall operate the Branch Location on a 12-month basis, although regular hours may be reduced, subject to the University's approval, during the period from May 1 through August 15 and during University holidays or recesses. The Branch Location may, but is not required to, remain open during any weather-related University closings. The University shall, upon the Credit Union's request, provide the Credit Union with a key to one of the Oakland Center's exterior doors to allow the Credit Union 24-hour access to the Branch Location. The Credit Union shall not copy the University's key, and shall return the key and all copies to the University upon expiration or termination of this Agreement.

- (4) The Credit Union shall offer at the Branch Location all of the financial services that are available to the Credit Union's members at other Credit Union locations, subject to the same fees charged to the Credit Union's general membership.
- (5) The Credit Union releases the University and shall indemnify and hold the University harmless pursuant to Paragraph 52, for any claims, suits or demands of any kind based in whole or in part upon any financial relationship(s) between the Credit Union and any of its users, customers and/or members.
- (6) The Credit Union shall employ a sufficient number of staff at the Branch Location to fully perform its obligations under this Agreement.
- (7) The Credit Union shall employ at least two qualified University Students as interns each semester. The interns may be located at any Credit Union location and will be supervised by the Credit Union in its customary manner.
- (8) The University shall, for the University's benefit, provide telephone lines at the Branch Location that are connected to the University's telephone system. The Credit Union shall, upon demand, reimburse the University for the actual cost of installing the telephone lines. The University telephone lines shall be in addition to any non-University telephone lines that the Credit Union may, subject to the University's approval, install at the Branch Location.

- b. ATM Location Provisions. The following provisions apply only to the ATM Locations:
- (1) The Credit Union shall have the exclusive right to install, maintain and operate the ATMs during the Term. The ATM Locations may be changed, and the number of ATMs may be increased or decreased, by a written amendment to this Agreement pursuant to Paragraph 70.
 - (2) The Credit Union shall repair and maintain the ATMs in good working condition. The Credit Union shall complete repairs to ATMs within a reasonable period of time and shall notify the University if a repair will take longer than 24 hours to complete. The Credit Union shall have access to the ATM Locations to repair or maintain the ATMs during the University's regular building hours. The Credit Union may conduct its cash supply activities at any time during normal building hours. The Credit Union may access the ATM Locations in the event of an emergency, or outside of regular building hours, only through arrangements made with the University's Police Department.
 - (3) The Credit Union releases the University and shall indemnify and hold the University harmless pursuant to Paragraph 52, for any claims, suits or demands of any kind based in whole or in part upon the operation, use and/or misuse of an ATM as the proximate cause of injury or damage.
 - (4) The ATMs shall be connected to and/or be part of the ATM Network at all times during the Term.
4. Permits, Licenses and Approvals. The Credit Union shall obtain all permits, licenses and approvals required to lawfully establish and operate the Branch Location and the ATM Locations.
5. Appearance of the Premises. The design and appearance of the Premises, any related Credit Union Personal Property located on the Premises and all signs or other forms of advertisement displayed upon University Property, shall be consistent with the décor of the buildings in which they are located, comply with all applicable University Policies, and be subject to the University's approval.
6. Ownership of the Premises. The University owns the Premises. This Agreement does not convey, transfer or establish to or in the Credit Union any right, title or interest in the University's fee simple title to the Premises or any air, subsurface or mineral rights.
7. Intentionally Omitted.

8. Common Areas. The University shall provide driveways, parking lots, sidewalks, a loading dock, hallways, and other areas and improvements for the general use of the Credit Union's employees and other persons to the same extent that the University allows the general use of the same by others ("Common Areas"). The Common Areas shall be those areas from time to time determined by the University to be common. The Common Areas are subject to the University's exclusive control and management and all University Policies, provided that the Credit Union's ingress to and egress from the Premises shall not be unreasonably obstructed.
9. Capital Improvements and Fixtures. All capital improvements to and fixtures installed on the Premises, upon their completion and/or installation, shall become University Property and shall be surrendered without damage together with the Premises at the expiration or termination of this Agreement. The Credit Union shall, except as otherwise provided in this Agreement, retain ownership of all Credit Union Personal Property.
10. Use and Protection of University Property. The Credit Union shall protect and prevent damage to all University Property that is affected by the Credit Union's performance of this Agreement, and shall conduct only lawful activities in and on University Property. The Credit Union shall not (i) commit, suffer, or allow any waste of University Property; or, (ii) cause or allow any nuisance or hazard to occur on University Property. The Credit Union shall not use any University Property in a manner that would be inconsistent with University Policies. The Credit Union shall promptly repair or replace, to the University's specifications, all damage to University Property caused by the Credit Union. Alternatively, the University may repair or replace any such damage and the Credit Union shall, upon demand, reimburse the University for the actual cost of all such repairs and/or replacements as Reimbursable Expenses. The Credit Union shall be solely liable for theft of any University Property by the Credit Union.
11. Assumption of Risk and Insurance.
 - a. Personal Property. The Credit Union's Personal Property located and/or stored at the Premises shall be kept at the Credit Union's sole risk and the University shall not be liable for any loss or damage to Credit Union Personal Property in the event of damage or loss by any cause, including without limitation theft, vandalism, steam, electricity, water, rain, snow, ice or fire.
 - b. Credit Union Insurance. The Credit Union shall maintain at least the following insurance at all times during the Term:
 - (1) Commercial general liability insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, or such

greater or lesser amount as determined by the University's Risk Manager to be necessary, appropriate and commercially reasonable;

- (2) Umbrella excess liability insurance over the commercial general liability insurance in an amount not less than \$5,000,000, or such greater or lesser amount as determined by the University's Risk Manager to be necessary, appropriate and commercially reasonable;
- (3) \$1,000,000 of business auto liability insurance including owned, non-owned and hired vehicles and providing both bodily injury and property damage coverage;
- (4) Workers' Compensation insurance at the State of Michigan statutory rate; and
- (5) \$1,000,000 of employer's liability insurance.

All insurance policies must be with companies fully qualified under the laws of the State of Michigan and acceptable to the University, and shall be primary and not contributory. The University must be designated as an additional named insured on all policies, with the right to select and direct defense counsel. The Credit Union shall provide the University with certificates of insurance evidencing the existence of all such policies and shall provide updated certificates as the policies renew. All policies must state that they shall not be cancelled, not renewed, reduced or modified, without 60 calendar days prior written notice to the University. The Credit Union shall pay all deductibles and retentions associated with such policies. The Credit Union shall deliver copies of all policies to the University's Risk Manager at least seven calendar days prior to the Effective Date.

12. Crime and Fidelity Bonds and Insurance. The Credit Union shall maintain a \$1,000,000 crime and fidelity bond, and the University shall maintain crime and fidelity insurance coverage of at least \$1,000,000, in effect at all times during the Term.
13. Environmental Health and Safety. The Credit Union shall comply with all of the following environmental health and safety rules, regulations and requirements:
 - a. Life Safety:
 - (1) Subject to all University Policies, the Cities of Rochester Hills and Auburn Hills with regard to fire and life safety;
 - (2) Subject to inspections by the University and State of Michigan or local inspectors; and,

- (3) Storage of flammable chemicals must be in accordance with all regulatory requirements.
 - b. Environmental/Regulatory:
 - (1) Must comply with all Michigan Right to Know Laws;
 - (2) Must comply with Hazardous Waste Disposal Laws; and,
 - (3) Must comply with any other relevant environmental rules, regulations, laws and requirements.
 - c. Health and Safety:
 - (1) Must receive required health and safety training and refresher training according to regulatory requirements;
 - (2) Must utilize personal protective equipment; and,
 - (3) Must observe all requirements with regards to safe working conditions and practices, including without limitation machine guarding, personal protective equipment, lock-out/tag-out, confined space, elevated work platform, etc.
14. Security. The University shall conduct only its normal, routine, general security patrols (“Patrols”) at the Premises. The University does not warrant and shall not be deemed to have warranted the effectiveness or reliability of the Patrols. The Credit Union shall provide all additional security, if deemed necessary by the Credit Union, subject to the University’s approval. The Credit Union shall not summon public emergency agencies except through the University’s Police Department. The Credit Union shall comply with all other additional security rules and regulations adopted by the University.
15. Security Alarm System. The Credit Union shall provide all security alarm systems for the Premises that the Credit Union deems necessary, or is otherwise required for the Credit Union to perform this Agreement. The Credit Union’s security alarm systems servicing the Premises shall provide the University’s Police Department with immediate notice when any alarm has been triggered.
16. Utilities. The University shall furnish all electrical, heat, water, high temperature water, gas, and sewer utilities for the Premises (“Utilities”). All modifications to existing outlets required or requested by the Credit Union are subject to the University’s approval. The Credit Union shall comply with and abide by all University Policies regarding energy conservation. The University may with notice to the Credit Union, or without notice in the case of emergency, cut off and discontinue any or all Utilities whenever such discontinuance is reasonably

necessary. No such action by the University may be construed as an eviction or disturbance of possession or as an election by the University to terminate this Agreement. If the Credit Union uses any Credit Union Personal Property that overloads one or more of the University's electrical circuits, then the University shall make reasonable modifications to the electrical circuits which are allowed and/or required by University Policies to allow the Credit Union Personal Property to function properly, and the Credit Union shall, upon demand, reimburse the University for the actual cost of all such modifications as Reimbursable Expenses.

17. General Maintenance and Repair. The Credit Union shall retain employees and/or subcontractors to provide all necessary services relating to or arising out of the Credit Union's operations and use of the Premises, including without limitation keeping and maintaining the Premises in good order, condition and repair, and clean and free from trash and rubbish. Cleaning must be sufficient to provide preventative maintenance against unnecessary deterioration of the Premises, and to present at all times a clean and neat appearance. The Credit Union shall compact all trash related to its operations in the trash compactor used by all Oakland Center tenants, unless the University and the Credit Union mutually agree on another trash disposal method.

The University shall not provide any of the foregoing general maintenance or repairs services to the Credit Union whatsoever that are primarily for the Credit Union's convenience or otherwise. However, if the Credit Union fails to maintain any portion of the Premises in a condition that meets or exceeds University Policies, make repairs in a timely manner, or dispose of its trash as provided in this Paragraph, then the University may perform those tasks and the Credit Union shall, upon demand, reimburse the University for the actual cost of all such services as Reimbursable Expenses.

18. Covenants Against Liens. The Credit Union shall not encumber the Premises or this Agreement in any way, nor shall the rights, title, or interest of the University in and to the Premises be subjected to any claim whatsoever by virtue of any act or omission of the Credit Union, and the Credit Union shall keep the Premises free and clear of all encumbrances and liens of every kind, nature and description. Any claim to an encumbrance or lien upon the Premises arising from any act or omission of the Credit Union is in contravention of this Agreement and shall be valid only against the Credit Union and shall in all respects be subordinate to the rights, title and interests of the University.
19. Subletting. The Credit Union shall not sublet the Premises or any portion thereof.
20. Access to the Premises. The University may enter into and upon the Premises or any portion thereof at all reasonable hours, for purposes of inspecting the same, or making repairs, alterations, additions, or improvements to the Premises or any University Property. The University shall attempt to avoid unreasonable interference with the Credit Union's operations in connection with any such entry.

The Credit Union shall give one access key to the University Chief of Police, and one access key to the Director of the Oakland Center, for emergency access to the Branch Location. The University shall provide the Credit Union notice after any entry during non-business hours.

21. Quiet Enjoyment. If the Credit Union performs all of the covenants and conditions of this Agreement by the Credit Union to be performed, the Credit Union shall peacefully and quietly have, hold and enjoy the full possession of the Premises, the tenements, hereditaments and appurtenances appertaining or belonging thereto, and the rights and privileges granted herein without interference or hindrance by the University.
22. Destruction of the Premises. If any portion of the Premises is damaged by fire, casualty or other cause to the extent of 50% or less of the cost of replacement, the University shall restore the damaged portion of the Premises to its former condition. If any portion of the Premises is damaged to the extent of more than 50% of the cost of replacement, the University may elect to either restore the damaged portion of the Premises to its former condition or relocate the Branch Location to an alternate site on the University's central campus that is comparable in size to the Branch Location.

The University shall have no duty to repair, replace or restore the Credit Union's Personal Property under any circumstances. The Credit Union shall pay all relocation costs.

23. Surrender. The Credit Union shall, upon expiration or termination of this Agreement, peaceably quit and surrender the Premises in good condition and repair, reasonable wear and tear excepted, taking only the Credit Union's Personal Property. If the Credit Union fails to surrender the Premises, the University may, without prejudice to any other remedy that the University may have for possession or otherwise, repossess the Premises and evict the Credit Union and any other person who may be occupying said Premises or any part thereof. If the Premises are not surrendered after expiration or termination of this Agreement, the Credit Union shall indemnify the University against loss or liability resulting from delay by the Credit Union in so surrendering the Premises, including without limitation any claims made by any succeeding entity founded upon such delay.
24. Repairs Upon Termination. The Credit Union shall remove all of the Credit Union's Personal Property from the Premises on or before the expiration or termination of this Agreement, and shall repair all damages to University Property caused by the Credit Union's removal of Credit Union Personal Property. If the Credit Union does not remove all Credit Union Personal Property and/or complete all repairs as provided in this Paragraph, then the University may remove and dispose of the Credit Union Personal Property and/or complete all repairs and the Credit Union shall, upon demand, reimburse the University for the actual cost of all such removal, disposal and/or repairs as Reimbursable Expenses.

25. Holding Over. If the Credit Union holds-over after the expiration or termination of this Agreement, with or without the University's approval, the Credit Union shall comply with all terms and conditions of this Agreement during the hold-over period. The provisions of this Paragraph do not operate as or constitute a waiver by the University of any rights under this Agreement.
26. Subordination. This Agreement shall be subordinate to any deed of trust or other interest that may now exist or hereafter be placed upon the Premises by the University, and all renewals, modifications, replacements and extensions thereof. The Credit Union shall execute and deliver for recording upon demand by the University such further instrument or instruments as the University deems necessary to evidence the subordination of this Agreement. In the event of a default by the University under the terms of a deed of trust or other interest to which this Agreement is subordinate, which default could result in enforcement of remedies by a third party and loss by the Credit Union of its rights and benefits under this Agreement, the University shall as soon as practicable give notice of such default to the Credit Union and the Credit Union shall have a reasonable opportunity to cure such default. Within 60 days of such cure, if any, the University shall reimburse the Credit Union the value of the cure made by the Credit Union.
27. Recording. The Credit Union shall not record this Agreement.
28. Intentionally Omitted.
29. Additional Credit Union Programs and Services. The Credit Union shall provide the following additional programs or services to the University's faculty, staff and Students.
 - a. Financial Services Seminars. The Credit Union shall conduct financial services seminars on University Property at times and locations selected mutually by the parties, but no less than once per calendar quarter. Seminar topics may include without limitation budgeting, investing, financial planning and protecting personal finances.
 - b. Mortgages. The Credit Union shall provide, at the University's request, mortgages to individuals designated by the University who are purchasing houses in the University's subdivision. The mortgage terms and conditions relating to the individual mortgagors shall be those as negotiated by the Credit Union and the individual mortgagors. The mortgage terms and conditions relating to the University shall be no less favorable to the University, as determined by the University, than the terms and conditions relating to the University that are included in the current mortgages provided by the Credit Union.

30. Non-Disclosure of Student Records. The Credit Union shall not share, sell or otherwise disclose to any third party any application, educational, electronic payment or other data or information relating to the University's current or former Students (collectively "Student Records") which the Credit Union receives, directly or indirectly, from the University. The sole purpose for the Credit Union receiving and/or using the Student Records is to provide goods or services to Students pursuant to this Agreement. The Credit Union shall not use the Student Records for any commercial purpose and shall not keep copies of the Student Records other than to fulfill the Credit Union's obligations under this Agreement. The Credit Union shall also comply in all respects with the federal Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, the Gramm-Leach-Bliley Act, 15 U.S.C. §6801, et seq., and their respective implementing regulations, as such may be amended from time to time.
31. Storage and Maintenance of Student Records and Protection of Non-Public Personal Information. The Credit Union agrees to maintain all Student Records, and non-public personal information, both in storage and transmission, in a secure manner meeting or exceeding industry standards applicable to financial and/or educational institutions, whichever is higher. Industry standards shall include, without limitation, the requirement that: (i) all computers used in the storage, transmission and display of data shall have operating systems that are current in release, and with all security patches updated in a timely fashion upon release of the patch; (ii) all systems shall be protected by acceptable industry practice for antivirus, firewalls and network and system intrusion detection systems; and (iii) that all Student Records and non-public personal information be encrypted in both storage and transmission. Current system backups shall be maintained, with a cyclical backup stored at a secure off-site location acceptable to the University.
32. Disclosure of Student Records to Unauthorized Persons. The Credit Union shall immediately notify the University of any disclosure of Student Records to unauthorized persons, use its best efforts to control or limit any such disclosure, and, upon demand, reimburse the University for the actual cost of notifying current and/or former Students of the disclosure as Reimbursable Expenses.
33. Status Meetings. The parties' representatives shall participate in regularly-scheduled status meetings at times selected mutually by the parties, but no less than once per calendar quarter, to address all issues relating in any way to the relationship.
34. Nonpublic Personal Information. Each party agrees that it shall not disclose or use any person's "nonpublic personal information" provided or made available by the other party, except to the extent necessary to perform, effect, administer or enforce any transactions or services contemplated by this Agreement and in a manner that is consistent with applicable federal and state law, including but not limited to the federal Gramm-Leach-Bliley Act and its implementing regulations and the federal Fair Credit Reporting Act. Further, each party agrees that any of its

Affiliates (meaning with respect to an entity, another entity which at the time in question, directly or indirectly, owns or controls, is owned or controlled by, or is under the common ownership or common control with the first entity, “control” for this purpose meaning power to direct the management or affairs of an entity and “ownership” meaning the beneficial ownership of more than 50% of the equity securities or interests of the entity) may disclose or use nonpublic personal information described in this Paragraph only to the extent that such party may use and disclose such nonpublic personal information hereunder. Nothing herein shall prevent any party from using nonpublic personal information, in a manner consistent with the law, that it collects or that it obtains directly from a person or any other source. Each party further agrees that it shall use commercially reasonable efforts to maintain security standards designed to ensure that nonpublic personal information is not accessed without proper authorization. Furthermore, each party shall establish internal controls designed to ensure the ongoing safeguard of nonpublic personal information in compliance with state and federal laws, including but not limited to Section 501(b) of the Gramm-Leach-Bliley Act. Notwithstanding anything contained in this Agreement to the contrary, the parties acknowledge that either party may be required to disclose nonpublic personal information pursuant to a properly issued judicial order or a request consistent with applicable law.

35. Confidentiality. The parties acknowledge that the Credit Union is a private entity and that the means and methods by which the Credit Union operates and all commercial, financial and other information belonging to the Credit Union or relating to the Credit Union’s affairs, are confidential, proprietary and trade secrets of the Credit Union, including without limitation all agreements, contracts, accounting and financial information, its financial and corporate records and files, and business practices, processes and methods, whether or not in tangible form or contained or stored in writing, electronically, or in some other format. The University shall keep the Credit Union’s confidential, proprietary and trade secret information confidential, and shall only disclose such information to those University trustees, officers, employees and agents who need access to such information in the performance of their official University duties, or pursuant to a properly issued judicial order or other request consistent with applicable law.

License of Marks and Mailing List

36. License. The University grants the Credit Union a personal, non-divisible, non-transferable and revocable license to use the University Marks for the purpose of performing/providing Oakland University Credit Union branded consumer financial services products and services including, but not limited to: plastic cards, branding, checks, credit cards, and marketing materials related to such products and services, subject to the University’s approval, during the Term and pursuant to this Agreement. The Credit Union will be the sole financial institution granted such license to use University Marks for the stated purpose during the Term.

- a. Licensed Uses. The Credit Union shall only use the University Marks for Marketing, branch naming, , display upon ATM screens, website, mobile applications, co-branded letters and placement upon blank and pre-printed checks, plastic cards including debit and credit issued to individuals who have opened a checking account at the Branch Location (“Licensed Uses”). The Licensed Uses shall be prepared in such a way so as to preserve the integrity, character, and dignity of the University, shall be of high quality in design, material and workmanship, shall be consistent with University Policies and are subject to the University’s approval. In no event shall any University Mark be affixed or linked to any Licensed Use that promotes the illegal or inappropriate use of alcohol, tobacco or controlled substances, is sexually oriented, or endorses a particular religious creed, sect or denomination. The Credit Union shall not transfer, sub-license, or assign any part of the Credit Union’s rights to use any University Marks to any successor, third-party or any other person or entity.
 - b. Ownership Rights. The University retains all ownership rights to the University Marks. Nothing in this Agreement shall give the Credit Union any right, title or interest in any University Mark other than as a contractual license. The University Marks are the University’s property, and any use of the University Marks shall inure to the financial benefit of the University. The Credit Union shall never challenge, dispute, contest or assert any right, title or interest, directly or indirectly, to the University’s rights in the University Marks. The Credit Union shall not procure or attempt to procure any assumed name, trademark or other registration, which includes any of the University Marks, and shall never use a name confusingly similar to any of the University Marks.
 - c. Warranty. The University represents to the Credit Union with respect to the University Marks that, to the best of the University’s knowledge and as of the Effective Date: (i) the University Marks are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and are not currently being challenged in any way; (ii) none of the University Marks have lapsed or expired; (iii) no claim has been made that the use of the University Marks constitute an infringement of a senior or dominant trademark or other intellectual property right; and (iv) the University owns the entire right, title and interest in and to the University Marks free and clear of any liens and encumbrances of every kind and nature, except such license rights granted herein and through other license agreements.
37. Mailing List. During the Term, and subject to the restrictions in the Family Educational Rights and Privacy Act and its implementing regulations (“FERPA”) as they may be amended from time-to-time, and the University’s FERPA policy as it may be amended from time-to-time, the University shall provide to the Credit Union: (i) a list of the names, University email addresses and last known addresses of incoming Students for each orientation who are not yet in attendance

at the University under FERPA; (ii) no more than once each calendar year, a list of names, University email addresses and last known addresses for the University's faculty, staff, and alumni; and (iii) a list of names, University email addresses and last known addresses of Students (collectively, the "Mailing List"). The Mailing List shall not include information relating to any Students who have requested that the University refuse to provide his/her information to third parties. The Credit Union shall use the Mailing List solely for Marketing as provided in this Agreement, and shall not sell, transfer or otherwise provide the Mailing List to any third party.

Payments and Royalties

38. **Payments and Royalties.** The Credit Union shall pay the University \$350,000 in advance on or before January 31st each year during the Term, beginning January 31, 2024, as payments for use of the Premises and Royalties for the University Marks and the Mailing List.

In addition to making the above payments, for use of the Premises and Royalties for the University Marks and the Mailing List, the Credit Union shall financially support mutually agreed upon University programs each year of the Term.

The licensing of use of the Premises, the University Marks and the Mailing List is intended to generate payments and royalty income for the University that are/is excepted from unrelated business taxable income under Sections 512(b)(1), 512(b)(2), 512(b)(3) and 512(b)(3)(A)(i) of the Code.

General Terms and Conditions

39. **Legal Compliance.** The Credit Union shall comply with all applicable federal, State of Michigan, local and University statutes, ordinances, rules, regulations and requirements, including without limitation all: (a) nondiscrimination laws; (b) University Policies; (c) credit union laws and regulations; and (d) standards of any other federal and/or State of Michigan agency with competent jurisdiction. Illegal discrimination by the Credit Union may be regarded as a material breach of this Agreement.

In furtherance of federal laws, which applicable federal laws will also govern the performance of this Agreement, and the Clery Act specifically, the Credit Union will immediately report to the University's Police Department any crimes that it observes, crimes that are reported to it and emergency situations if they have taken place on the University's campus, on public property adjacent to the University's campus or at off-campus locations where University activities are taking place. Crimes in progress, fires and medical or other emergencies should be reported to the Police Department by dialing 911 from campus phones or 248-370-3333 from other phones. Persons with hearing impairments should use the

“TTY” telephone number 248-370-3337. For non-emergency police service, dial 248-370-3331

The parties acknowledge that this Agreement creates a Tier Two arrangement under the Department of Education Cash Management Regulations, 34 CFR 668. The parties agree to cooperate with each other, exchange information and take other actions as are necessary to comply with the Cash Management Regulations.

- a. Each party may disclose on its website this Agreement and any other associated information necessary to comply with the regulations.
- b. The University will conduct due diligence reviews at least every two years to ascertain whether the fees imposed under this Agreement or charged to Students by the Credit Union are consistent with or below prevailing market rates and will provide a copy to the Credit Union.
- c. The Credit Union (i) will not charge students a fee to open an account, (ii) will ensure that Students can make balance inquiries and access funds through surcharge-free in-network ATMs, (iii) will not extend credit through Student accounts or convert Student accounts into credit cards and (iv) will not use the Mailing List to market credit cards to Students.
- d. If the University’s due diligence reviews disclose that fees charged to Students by the Credit Union are higher than prevailing market rates or if the University receives complaints from Students about the Credit Union, the University will have the right to terminate this Agreement in accordance with paragraph 51.

40. Credit Union Employees on University Property.

- a. Approval of Staff. In an effort to maintain an optimal working relationship and ensure consistency and professionalism, the Credit Union’s management employees working on University Property shall strive to maintain a positive working relationship with the University. If the University has an expressed concern regarding a Credit Union management employee, the Credit Union will use best efforts to address the concern to the University’s satisfaction.
- b. Background Checks. The Credit Union shall conduct criminal and civil background checks upon each of its employees who is assigned to work on University Property, and shall provide the results of those background checks to the University before each employee commences work on University Property.
- c. Compliance with University Policies/Removal of Employees. Notwithstanding any other provision in this Agreement, the Credit Union shall comply with all University Policies and directives from University

representatives while on University Property, and upon the University's request shall immediately remove from University Property anyone who, in the University's determination: (i) has failed to abide by University Policies and/or directives from University representatives; (ii) is deemed a threat to the University, to University Property or to others on University Property; (iii) has been disruptive of University operations; (iv) may present a health or sanitation problem; or (v) should not be present on University Property. The University shall disclose to the Credit Union its basis for requesting removal of anyone from University Property, but the Credit Union shall not contest the University's determination that the person should be removed from University Property.

- d. Michigan Public Sex Offender Registry. The Credit Union represents and warrants that none of its directors, members, officers, employees, volunteers, servants, agents, representatives, designees and/or subcontractors who will be present on University Property at any time properly appear on the Michigan Public Sex Offender Registry or has been convicted of a felony, criminal sex offense, forcible assault or any crime against a minor or any other person.

41. Marketing. The Credit Union shall develop and implement all Marketing subject to the University's approval. Marketing shall (i) be consistent with University Policies; (ii) refer specifically to the Branch Location as "Oakland University Credit Union"; (iii) refer generically to the Branch Location as the "branch"; and (iv) prominently display one or more University Marks

42. Cooperation. The University and the Credit Union shall act diligently and use their best efforts to promptly perform their respective obligations under this Agreement, and shall reasonably cooperate with each other, execute and deliver such further documents and instruments, and do such further acts as are reasonably necessary to give effect to the intent of the University and the Credit Union as expressed in this Agreement.

43. Monthly Reports. The Credit Union shall provide a comprehensive set of monthly management reports to the University, in a format mutually approved by the parties, to allow the University to monitor the activity and maintain compliance related to this Agreement.

44. Advisory Committee. The Credit Union shall form an advisory committee composed of key individuals from the Credit Union and the University, acceptable to the University, to oversee the direction, progress, and quality of the relationship,

and the ATM and Branch Location operations. The advisory committee shall, among other things, consult to ensure that service levels are maintained, establish any necessary administrative practices relating to this Agreement and report regularly to the University's Vice President for Finance and Administration and the Credit Union's President and CEO.

45. Access to Records/Audit Rights. At any time during the Term, and for a period of three years following the expiration or termination of this Agreement, the University may have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Credit Union related to the Credit Union's obligations and performance under this Agreement. Such records shall be kept by the Credit Union for a period of three years after final payment under this Agreement, unless the University authorizes their earlier disposition. The Credit Union shall pay the University all amounts owed to the University as established by any such audit, with interest as provided in Paragraph 48 of this Agreement.
46. Subcontracts. The Credit Union shall provide notice of this Agreement to its subcontractors, allow subcontractors to review a copy of this Agreement and require subcontractors to be bound by the terms, conditions and requirements of this Agreement.
47. Credit Union Financial Responsibilities. The Credit Union shall perform all of its obligations under this Agreement at its sole cost and expense.
48. Payments to the University and Interest. All amounts owed to the University by the Credit Union for Reimbursable Expenses and Royalty payments (i) are due and payable to the University as specified in this Agreement; but, if not specified in this Agreement, then in one lump sum payment due within 30 calendar days of receipt of an invoice or other demand submitted by the University; and (ii) shall bear interest at the then-current Wall Street Journal prime rate from the due date until paid in full. Interest must be included in any late payment. All checks shall be made payable to "Oakland University." The payment of interest shall not excuse or cure a Credit Union Default as defined in Paragraph 50a.
49. Taxes.
 - a. Parties' Intent. Neither the University nor the Credit Union intend for this Agreement to be a joint venture, partnership, trade, business, enterprise, or otherwise with a common goal of sharing profits or losses. The University does not have any working interest or operational control of the Credit Union's business. The Credit Union is not an agent of the University and has no authority to, and cannot, bind the University. The University has no profit motive whatsoever, but enters into this Agreement with the sole intent and desire to further the University's educational mission and other exempt purposes.

- b. Tax-Exempt Status. The University holds the status of an exempt organization under the Code.
- c. Declaration of Governmental Function. This Agreement is intended to serve an essential governmental function and this Agreement cannot be construed to conclude a contrary intent.
- d. Unrelated Business Taxable Income. This Agreement is intended to provide the University with income generally and passive interest and royalties specifically, all excludable and/or excepted from unrelated business taxable income under Sections 513(a)(2), 512(b)(1), 512(b)(3)(A)(i), 512(b)(3) and 512(b)(2) of the Code, respectively, so that any interest, Reimbursable Expenses and Royalties payable to the University by the Credit Union shall not be subject to unrelated business income tax. This Agreement shall be interpreted and applied in a manner consistent with that intention, and the University reserves the right to disclaim any relevant term, clause, provision or paragraph of this Agreement that the University determines to be inconsistent with that intention.
- e. Personal Property and Other Credit Union Taxes. The Credit Union shall pay any and all Credit Union personal property and other taxes and assessments of every kind, nature and description, if any, including without limitation: taxes and assessments on the Credit Union's Personal Property and sales taxes arising out of or related to the Credit Union's use of the Premises. The Credit Union shall pay all taxes and assessments when due, and before they become delinquent, and shall upon demand provide duplicate receipts of the payments to the University.
- f. Amendments for Tax Purposes. If the Internal Revenue Service ("IRS"), any other political subdivision or governmental entity or agency, or legal counsel to the University determines at any time that any term, clause, provision or paragraph of this Agreement, or this entire Agreement, jeopardizes the tax-exempt status of the University ("University's Tax-Exempt Status") or the University's stated essential governmental function, or subjects the University to additional taxes, levies or assessments of any kind, nature or description as a result of this Agreement or otherwise, including without limitation real property, personal property, unrelated business income, private inurement, private benefit, excess benefit, and penalties and interest thereon ("Unintended Taxes"), then upon presentation of said determination to the Credit Union, the University and the Credit Union shall amend the relevant term, clause, provision or paragraph of this Agreement, or this entire Agreement, consistent with Paragraph 70 to preserve the University's tax-exempt status and eliminate any Unintended Taxes; provided, however, that if the University's tax-exempt status cannot be preserved, then this entire Agreement shall be

deemed null and void ab initio and without any recourse against the University.

- g. Credit Union Tax Challenges. In addition to Paragraph 49f, the Credit Union may, upon notice to the University, challenge any determination of the IRS or any other political subdivision or governmental entity or agency that a term, clause, provision or paragraph of this Agreement jeopardizes the University's tax-exempt status or results in Unintended Taxes, provided however that said challenge does not adversely impact the University as determined by the University. In addition, the Credit Union may defer payment of any taxes or assessments or any penalties or interest thereon during said contest, provided however that said deferment does not adversely impact the University as determined by the University. If the Credit Union is successful and the University receives any refund, the University shall pay the amount refunded or assign the refund to the Credit Union.

50. Default.

- a. Credit Union Default. The Credit Union shall be in default of this Agreement ("Credit Union Default") if and when:
- (1) The Credit Union fails to observe and perform any covenant, condition, agreement or obligation on the Credit Union's part to be observed or performed pursuant to this Agreement, and such failure continues for a period of 60 calendar days after written notice to cure has been delivered to the Credit Union by the University that specifies such default and requests that such default be remedied ("Credit Union Cure Period"), provided however, if the default stated in the notice cannot be corrected within the Credit Union Cure Period, the University shall not unreasonably withhold its consent to an extension of the Credit Union Cure Period if corrective action is instituted and diligently pursued by the Credit Union within the Credit Union Cure Period;
 - (2) A voluntary or involuntary petition in bankruptcy is filed for or against the Credit Union and a bankruptcy or non-bankruptcy receiver or trustee is appointed for all, or substantially all, of the Credit Union's assets;
 - (3) The Credit Union becomes insolvent or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors; or,
 - (4) The Credit Union abandons or vacates any portion of the Premises. Relocation of any ATMs by the parties' mutual written consent shall not constitute abandonment or vacation of the Premises.

- b. University Default. The University shall be in default of this Agreement if and when the University fails to observe and perform any covenant, condition, agreement or obligation on the University's part to be observed or performed pursuant to this Agreement, and such failure continues for a period of 60 calendar days after written notice to cure has been delivered to the University by the Credit Union that specifies such default and requests that such default be remedied ("University Cure Period"), provided however, if the default stated in the notice cannot be corrected within the University Cure Period, the Credit Union shall not unreasonably withhold its consent to an extension of the University Cure Period if corrective action is instituted and diligently pursued by the University within the University Cure Period.
51. Termination. This Agreement shall terminate automatically and without the necessity of any further action upon: (i) expiration of the Term; (ii) mutual written consent of the parties; (iii) the Credit Union's failure to timely cure a Credit Union Default; or (iv) the University's failure to timely cure a University Default. All obligations of either party under this Agreement, except those specifically referenced in this Paragraph and Paragraph 71, shall end upon the effective date of the termination ("Termination Date"), after which the Credit Union shall not use any of the University's Marks. The Credit Union shall, within 30 calendar days of the Termination Date, pay to the University any and all Reimbursable Expenses and Royalties owed for the period prior to the Termination Date.
52. Indemnification of the University. The Credit Union shall defend, indemnify, and hold the University, including individuals in both their official and personal capacities, (collectively the "University Indemnified") harmless from and against any and all claims, demands, suits, damages, judgments, liabilities, losses and expenses including without limitation property damage, personal or bodily injury to or death of any person, and attorneys' fees and expenses of litigation, to which the University Indemnified may become subject actually or allegedly arising out of or relating to: (a) any failure of the Credit Union to observe or perform any of the covenants, conditions, agreements or obligations on the Credit Union's part to be observed or performed pursuant to this Agreement; (b) any failure of the Credit Union to observe or perform any of the covenants, conditions, agreements or obligations on the Credit Union's part to be observed or performed pursuant to any agreement and/or relationship between the Credit Union and any of the University's faculty, staff, Students or any other individuals and/or entities; or, (c) any other action or omission of the Credit Union.
53. Indemnification of the Credit Union. The University shall defend, indemnify, and hold the Credit Union, including individuals in both their official and personal capacities, (collectively the "Credit Union Indemnified") harmless from and against any and all claims, demands, suits, damages, judgments, liabilities, losses and

expenses including without limitation property damage, personal or bodily injury to or death of any person, and attorneys' fees and expenses of litigation, to which the Credit Union Indemnified may become subject actually or allegedly arising out of or relating to: (a) any failure of the University to observe or perform any of the covenants, conditions, agreements or obligations on the University's part to be observed or performed pursuant to this Agreement; or, (b) any other action or omission of the University. Notwithstanding any provision in this Paragraph or this Agreement to the contrary, the University's obligation to indemnify and/or hold the Credit Union Indemnified harmless is subject to and limited in all respects by the Michigan State Governmental Tort Liability Act, as amended, and nothing in this Agreement is intended to or can be deemed a waiver of governmental immunity by the University.

54. Non-Liability, Release and Force Majeure. Except for indemnity and hold harmless obligations arising out of claims asserted by third parties against either party, neither the University nor the Credit Union shall be liable to the other for, and the parties hereby release each other from, any liability for special, incidental, punitive and/or consequential damages of any kind, nature or description, including without limitation lost revenues or profits, even if either party had knowledge of the possibility of such potential loss or damage. In addition, neither party shall be liable for any losses or damages of any kind, nature or description caused by fire, water, accident, weather, riot, strike, act of God, acts of terrorism or any other cause beyond their control.
55. University Relationships With Other Financial Institutions. Nothing in this Agreement shall prevent the University from accepting and/or recognizing, in any form, sponsorships, gifts, contributions and advertising from any financial institution of any kind. In addition, the Credit Union acknowledges that the University may allow other financial institutions to advertise and/or distribute promotional materials on University Property. Nevertheless, the Credit Union shall be the only financial institution invited by the University to make formal presentations at faculty, staff and/or Student orientations.
56. Non-Reliance. The Credit Union acknowledges that the University has not made any representations, warranties, assurances, or guarantees, of any kind, nature or description, express or implied, that any of the activities described in this Agreement shall result in or cause the Credit Union's business to succeed or achieve any specific objectives. The Credit Union is capable of assuming, and does assume, all risks related to this Agreement, and releases the University from any and all liability for such risks.
57. Beneficiaries. This Agreement is for the sole and exclusive benefit of the University and the Credit Union and neither the University nor the Credit Union intends to create a benefit in favor of the University's faculty, staff or Students, and/or any other person, entity, or third party.

58. Notices. All notices provided for in this Agreement must be in writing and shall be deemed given when delivered in person or deposited in the United States Mail by registered or certified mail, postage prepaid, return receipt requested. Notices shall be sent to the University c/o the Vice President for Finance and Administration, with a copy to the Office of the General Counsel, Oakland University, Rochester, MI 48309-4401, and to the Credit Union Office of the President, 3777 West Road P.O. Box 1208, East Lansing MI 48826 or to any other person designated in writing by either party to receive notices pursuant to this Agreement.
59. Assignment. The University has undertaken significant due diligence and investigation regarding the Credit Union, including without limitation review of the Credit Union's reported financial conditions and strengths. The University entered into this Agreement specifically premised upon said University's due diligence and investigation. The Credit Union cannot assign, sell, exchange or otherwise dispose of the Credit Union's interest in this Agreement, and no person or entity may be subrogated to the Credit Union's rights under this Agreement, without the University's prior due diligence, investigation and approval. No trustee under the Bankruptcy Code generally, or Section 365 of the Bankruptcy Code specifically, may assume or assign this Agreement or require the University to accept performance from, or render performance to, an entity other than the Credit Union, if the assumption or assignee does not meet the University's requirements and standards after the University has had an opportunity to investigate and perform its due diligence and if the University does not consent to such assumption or assignment.
60. Non-Waiver. The failure of either the University or the Credit Union to exercise any of their rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
61. Remedies. The remedies provided in this Agreement are cumulative and the use of any remedy by the University or the Credit Union shall not preclude or waive the use of any or all other remedies. The remedies provided to the University or the Credit Union in this Agreement are in addition to any other rights available to the University or the Credit Union at law or in equity.
62. Approvals. Except as specifically provided herein, all matters requiring a determination, approval, consent, acceptance, or the exercise of discretion by or of the University, shall be at the University's sole, absolute, and subjective discretion. All such "approvals" must be obtained from the University in advance and in writing.
63. Independent Contractor. In the performance of their respective duties and obligations under this Agreement, the University and the Credit Union are each an independent contractor and neither is a partner, joint venturer, employee or servant

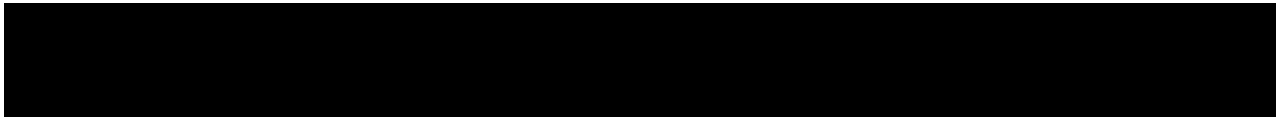
of the other, and each is responsible only for its own conduct. Neither the University's nor the Credit Union's trustees, directors, officers, shareholders, employees, interns, Students, alumni, agents, volunteers, representatives, sub-contractors, assignees, successors or designees, in their official or personal capacities, are employees of the other for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or for any other purpose.

64. Applicable Law and Forum. The State of Michigan law shall govern the validity, construction and performance of this Agreement, and State of Michigan shall be the forum for any proceeding or suit at law or in equity arising from or incident to this Agreement.
65. Legal Expenses. The losing party shall pay all reasonable attorneys' fees and expenses incurred in litigation by the winning party in enforcing any provisions of this Agreement.
66. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the University and the Credit Union and their respective successors and assigns.
67. Captions. The captions or headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any term, clause, provision or paragraph of this Agreement.
68. Entire Agreement. The Recitals are incorporated into this Agreement by this reference. This Agreement contains the entire agreement between the parties and supersedes all prior discussions, negotiations, representations, and agreements, whether verbal or in writing.
69. Severability. If any term, clause, provision, or paragraph of this Agreement is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, such declaration shall not affect the validity and enforceability of the remaining terms, clauses, provisions or paragraphs of this Agreement.
70. Amendments. No amendments to this Agreement or any provision of this Agreement shall be effective unless it is in writing and signed by the University's President, and if deemed material by the University's General Counsel, then also approved by the University's Board of Trustees, and the Credit Union's President.
71. Survival. Paragraphs 3a(5), 3b(3), 9, 10, 24, 25, 30, 31, 32, 34, 35, 36b, 45, 48, 51,52, 53, 54, 56, 64, and 65 shall survive expiration or termination of this Agreement.
72. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

73. Agreement Contingent Upon Board Approval. This Agreement is contingent upon approval by the University's Board of Trustees ("Board"). This Agreement shall be of no force or effect and void ab initio, without any recourse against the University, if the Board does not approve it.

IN WITNESS WHEREOF, the University and the Credit Union have set their hands and seals as of the day written below.

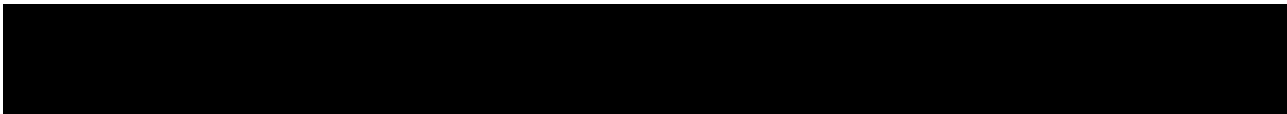
Oakland University:



Its: Vice President for Finance and Administration

OU
Legal
BCF
02-23-24

Michigan State University Federal Credit Union



Its: President and CEO