

**AMENDMENT NO. 1 TO LICENSE,
MARKETING AND SUPPORT AGREEMENT**

This Amendment No. 1 to License, Marketing and Support Agreement (this "Amendment") amends the License, Marketing and Support Agreement dated October 1, 2017 ("License Agreement") between The Oregon State University Alumni Association, Inc., an Oregon nonprofit corporation having offices at 204 CH2M Hill Alumni Center, Corvallis, Oregon 97331-6303 ("OSUAA"), Oregon Community Credit Union, an Oregon state chartered credit union, having offices at 2880 Chad Drive, Eugene, Oregon 97408 ("Credit Union"), and the Credit Union's wholly owned subsidiary, OCCU Card Services, LLC ("Affiliate"). The Effective Date of this Amendment is September 1, 2021 (the "Amendment Effective Date").

RECITALS

- A. The Initial Term of the License Agreement commenced October 1, 2017 and continued through September 30, 2020.
- B. Pursuant to Section 10, the License Agreement automatically renewed for a Renewal Term of one (1) year through September 30, 2021.
- C. Credit Union has dissolved Affiliate
- D. OSUAA and Credit Union wish to extend the Term of the License Agreement for a period of three (3) years commencing September 1, 2021.

AGREEMENT

In consideration of the promises and covenants below, the parties agree as follows:

- 1. The License Agreement is amended to delete Affiliate as a party, to delete Section 7(b), and to delete all other references to Affiliate. Credit Union represents and warrants to OSUAA that: (a) Credit Union has dissolved Affiliate; and (b) Affiliate has and will assert no claims against OSUAA under the License Agreement or as a result of this Amendment. Credit Union will defend, indemnify and hold harmless OSUAA from and against any claims asserted by Affiliate under the License Agreement.
- 2. The parties hereby agree to extend the Term of the License Agreement through August 31, 2024.
- 3. In consideration of OSUAA's agreement to extend the Term of the License Agreement, and OSUAA's agreement to continue providing the marketing support services described in the License Agreement, Credit Union agrees to pay OSUAA an annual license fee ("License Fee") as follows:

2021-2022: \$115,000

2022-2023: \$119,800

2023-2024: \$124,760

The annual License Fee shall be paid on the Amendment Effective Date and annually on the anniversary date of the Amendment Effective Date thereafter during the term of the License Agreement.

4. In addition to the marketing support services described in the License Agreement, the parties agree to meet annually to develop a mutually agreeable event and activity-based marketing and branding plan, leveraging the menu of marketing assets attached as Exhibit A. For each year, such meeting shall occur no later than thirty (30) following the Amendment Effective Date and each anniversary of the Amendment Effective Date. The parties shall negotiate in good faith to develop a mutually agreeable plan, but failure to agree on a plan shall not affect either party's other obligations under the License Agreement.

5. As of the Amendment Effective Date, the License Agreement is amended as follows:

5.1 The second recital of the License Agreement is deleted and the following is inserted in its place:

"WHEREAS, OSUAA and Credit Union desire to support Credit Union's promotion and provision of credit and debit cards (collectively, "Credit/Debit Cards") to the officers, directors, Alumni, donors, fans and friends of OSUAA (collectively, the "OSUAA Members") and members and prospective members of the Credit Union (collectively, "Credit Union Members");"

5.2 Section 1(a) of the License Agreement is deleted and the following is inserted in its place:

"(a)(i) License to Credit Union. During the term of this Agreement, Credit Union shall have the right and license to use the respective name, trademarks, servicemarks, copyrights, logo(s), designs, artwork and other related proprietary images of OSUAA and Oregon State University ("University") set forth in Exhibit A attached hereto (collectively, the "OSUAA Marks" or "Marks"): (i) with respect to OSUAA as the Marks now exist or as they may be revised or modified during the Term hereof, or (ii) any new Marks developed by OSUAA after the Effective Date hereof in connection with the Credit Union's marketing and servicing of Credit/Debit Cards to OSUAA Members and current and prospective Credit Union Members under this Agreement and together with the marketing support shall be hereinafter referred to as the "Program." In the event Credit Union identifies additional Marks of University, whether new, current, or modifications of current marks, which the Credit Union desires to add to Exhibit A by amendment to this Agreement, OSUAA agrees in good faith to attempt so secure the rights from University to allow it to execute such an amendment. All artwork produced by the Credit Union using the OSUAA Marks shall be pre-approved by the University Brand Management department, if required. OSUAA agrees it shall not permit any person or entity, including a competitor of the Credit Union, to use its OSUAA Marks or other marks of the University that

have been licensed to OSUAA in connection with or in any manner referring to any Credit/Debit Cards without prior written consent of the Credit Union. In the event of any unauthorized or illegal use of the OSUAA Marks, OSUAA shall cooperate with the Credit Union in causing such unauthorized or illegal use to stop. Except for amounts paid to OSUAA pursuant to Section 5 the Credit Union shall not be required to pay any additional amounts to OSUAA in connection with the use of the Marks in conjunction with the Program. Following termination of this Agreement, the Credit Union's Credit/Debit Cards and related operational and promotional materials issued during the Term hereof and related account documents may continue to bear the Marks until the latter of the expiration date displayed on any Credit/Debit cards or within a reasonable time following termination for the Credit Union to use up the existing stock of such documents or reissuance or replacement or renewal Credit/Debit Cards. Subject to and consistent with the rules and regulations of any applicable payment network association or entity, the Credit Union shall comply with the standards established by OSUAA with respect to the form of the Marks and their usage.

(a)(ii) Right of First Negotiation. In the event Credit Union wishes to use the OSUAA Marks in connection with consumer or commercial deposit accounts, loans, or investment services ("Other Financial Services"), or in the event OSUAA wishes to license the OSUAA Marks for use with Other Financial Services, the party shall first provide the other with written notice setting forth the proposed additional services. Upon receipt of such notice, the other party will consider the request and notify the proposing party as to whether such party wishes to enter into an amendment to this Agreement or a new agreement to cover the proposed services. If the parties agree in principle to add the proposed services, the parties will negotiate in good faith to amend this Agreement or for a new license agreement covering the proposed services. If a party receiving notice under this Section 1(a)(ii) rejects the proposal or fails to respond to the proposal within fifteen (15) days, or if the parties despite good faith negotiations fail to execute an amendment or new agreement covering the proposed services within sixty (60) days following the date of original notice, neither party shall have any further rights or obligations under this Section with regard to the . For avoidance of doubt, neither party shall have any claim against the other party for failure to agree on an amendment or new license agreement under this Section 1(a)(ii) after negotiations conducted in good faith."

5.3 Section 10 of the License Agreement is deleted and the following is inserted in its place:

"10. **Term.** Subject to the subsections 11(a)-(d) below, this Agreement shall be effective as of the Effective Date and shall continue through August 31, 2024 (the "Initial Term"). Following the Initial Term, this Agreement may be renewed only upon mutual written agreement of the parties."

4.3 Each reference to the defined term "Credit Cards" in the License Agreement is deleted and replaced with "Credit/Debit Cards".

6. Except as set forth in this Amendment, all other terms of the License Agreement remain in effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

THE OREGON STATE UNIVERSITY ALUMNI ASSOCIATION, INC.

By: John P. Valva
Name: JOHN P. VALVA
Title: EXECUTIVE DIRECTOR
Date: 11/3/2021

OREGON COMMUNITY CREDIT UNION

By: [Signature]
Name: KENNETH B. SUMNER
Title: CFO/CAO
Date: 11/11/2021

EXHIBIT A
MARKETING ASSETS

