Bank of America Corporate Card Service Agreement

This Bank of America Corporate Card Service Agreement (the "Agreement") is made by and between **Bank of America, N.A.**, a Bank of America company, ("Bank"), and **the State of Oklahoma** ("the State") and shall be effective as of July 31, 2020 ("Effective Date").

The terms "we", "us" and "our" refer to Bank of America. The terms "you" and "your" refer to a Client.

With our Corporate Card Services you are allowed to open Card Accounts for your business purposes. You may select one or more of the following card programs: purchasing card program, travel and entertainment card program, accounts payable card program or fleet card program, and the ancillary services set out in Section 18 of this Agreement (each a "Service", collectively, the "Services"). You may begin using a Service once we have approved such use and we have received all required and properly executed forms and you have successfully completed any testing or training requirements. Whenever you use a Service, you agree to be bound by this Agreement, as amended from time to time, and to follow the procedures in the applicable Materials.

1. DEFINITIONS

AML/Sanctions Laws. All applicable laws relating to client identification, the prevention of money-laundering, terrorism, the use of proceeds of crime, economic or political sanctions, including Sanctions, and any other similar matter.

Applications. Proprietary Software and/or Materials accessed through our digital platforms or through any of our third party vendor sites; and any related services used to provide the Services, including (i) the Global Reporting Management System ("GRAM") hosted by MasterCard, (ii) a pin platform run by us, (iii) a payment center for US cardholders run by Total Systems, (iv) the Works System, and (v) any other third party vendor we may use from time to time.

Authorized User. Any person or entity, including any Cardholder, with your actual, implied or apparent authorization to use the Services and/or Applications.

Billing Statement. The official invoice provided to the Client, and/or Cardholder which identifies each Transaction posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and Payment Due Date.

Business Day. Each day on which we are open for business related to the Services.

Card. Each plastic card which we issue for your Card Account using a Service.

Card Account. Each MasterCard® or Visa® account which we issue to you or to a Cardholder with respect to a Service, including a Cardless Account.

Cardholder. Your employee or any other person who you designate in writing and who we approve to receive a Card. If you or a Cardholder makes a Card Account number, Convenience Check, or a number associated with a Cardless Account available to another party, that person will also be considered a Cardholder.

Cardholder Account. A sub-account of your Card Account, which is set up by us for each Cardholder (at your request) for reporting and/or billing purposes.

Cardless Account. An Account for which we assign only an account number, but no Card is issued.

Cash Advance. Use of a Card Account through a Card or Convenience Check to obtain cash from a participating financial institution, merchant or automated teller machine. "Cash" for these purposes includes currency, and any other, items readily convertible into cash, such as money orders, travelers checks, foreign currency, lottery tickets, casino chips and race-track wagers, regardless of whether you allow Cardholders to purchase such items.

Client. The State, a Participant, or an Other Eligible User.

Client Proprietary Information or CPI. All the data of a Client stored on our database systems related to the Services that constitute Confidential Information, including Personal Data.

Confidential Information. All information concerning or relating to a party or any of its affiliates, employees, agents or representatives, including:

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i. a party's business practices and strategies or information concerning business practices or strategies, including any documents prepared by a party or any of its employees, agents or representatives (including lawyers, accountants and financial advisors); and

ii. any other information which is manifestly confidential by virtue of its nature or description or which a party expressly designates as being confidential.

Convenience Check. A check which we may provide to you, upon your request, to draw on a Card Account.

Data Protection Laws. Collectively, all U.S. national and state laws and regulations, the EU Data Protection Directive (Directive 95/46/EC), the EU General Data Protection Regulation (Regulation 2016/679), and the United Kingdom Data Protection Act 1998, and all other applicable laws regarding the collection, use, storage, transfer and processing of data, including Personal Data, relating to individuals (or, where applicable, legal persons). The term Data Protection Laws includes any laws, regulations or decrees promulgated by a financial regulator governing the use and/or disclosure of customer data, including bank secrecy obligations.

Data Protection Authority. The competent authority for regulating the processing of Personal Data in a relevant jurisdiction.

De-identification or **De-identified.** Removing, obscuring, masking, or obfuscating enough Personal Data from a record to ensure that the remaining information does not directly or indirectly identify an individual.

E-Commerce Laws. All applicable laws for or on the regulation of commerce and business via electronic means.

Employee Misuse. Use of a Card Account, Convenience Check or Card where: (i) the person or entity using the Card Account, Convenience Check or Card is your employee or agent; (ii) that person or entity has actual, implied or apparent authority to use the Card Account, Convenience Check or Card; and (iii) that use does not benefit you directly or indirectly.

Extended Workforce. Any of our subcontractors or vendors with access to CPI.

Financial Services Industry Best Practices. The standards, policies and practices generally used in the corporate card issuing business by banks of comparable size and scope to us, including appropriate mitigating controls.

Fraud. Misuse or theft of card information by individuals that are not your employees or agents that involves, but is not limited to, account takeover, counterfeit cards, lost/stolen cards, fraudulent card not present Transactions, skimming, database hacking, franchise software hacking, or phishing

Grace Days. The number of days after the Billing Statement closing date within which payment is due.

Guarantor. A person or entity, other than you or a Participant or Other Eligible User that agrees to assume responsibility for the obligations of this Agreement, including payment of any amounts owed.

Information Processing System(s). The individual and collective electronic, mechanical, and software components of our and our Extended Workforce's operations that store, access, process or protect data related to the Services.

Information Security Event. Any situation where there is unauthorized access, acquisition, unauthorized use or disclosure of unencrypted CPI or encrypted electronic CPI and the relevant confidential process(es) or key(s), that is capable of compromising the security, confidentiality or integrity of the CPI maintained by us and, with respect to Personal Data, that we have determined creates a substantial risk of identity theft or fraud against an individual.

Information Security Policy. Our written information security policy, which may be amended from time to time by us in our discretion.

License. A non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services, in a manner intended for authorized use, and to the extent authorized by us.

Linking Authorization. A form, to be completed by an Other Eligible User and approved for use by the Bank, whereby said Other Eligible User will be provided with a copy of the State's Card Agreement, and will acknowledge and agree to adhere to the term and conditions of the Card Agreement.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, authenticators, personal identification numbers, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and any documentation we provide to you in connection with the Services.

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Notifiable Event. Any actual or suspected loss or theft of a Card, Convenience Check or Card Account or any actual or suspected Unauthorized Use or Fraud.

Other Eligible User(s) ("OEU"). Any unit of local government including, but not limited to, any school district, city, county, municipality, higher education, or political sub-division.

Participant(s). Oklahoma State departments, boards, committees, commissions, agencies, and institutions which the State designates in writing on a Participant Account Form and which Bank approves, for the Bank to issue a Card Account with its own account number. A Participant Account Form, upon completion by the State and approval by the Bank, will be made a part of this Agreement..

Payment Due Date. The payment due date shown on the Billing Statement which date shall be the last day of the Grace Days or such other agreed between us in writing.

PCI-DSS. The Payment Card Industry - Data Security Standard as amended from time to time and any successor standard adopted by the payment card industry establishing security standards for payment cards.

Personal Data. Means (i) any "non-public personal information" as such term is defined under Title V of the U.S. Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. and the rules and regulations issued thereunder; (ii) any "personal data" as defined in EU Directive 95/46/EC, EU Regulation 2016/679, the United Kingdom Data Protection Act 1998 or any equivalent or similar concept of personal data or personal information under any applicable law; or (iii) any other information that can specifically identify an individual, such as name, address and social security number ("SSN"), together, in each case, with any other information that relates to an individual who has been so identified.

Program Administrator. One or more individuals designated by you, as our primary contact for the Card Accounts, who is authorized to take actions necessary or appropriate to maintain the Card Accounts, including without limitation designating persons to receive Card Accounts, receiving communications from us related to the Card Accounts, requesting the closure of Card Accounts and otherwise communicating with us with respect to the Card Accounts.

Program Data. Any Software, Materials, data, technical assistance, training and related technical data, and any media in which any of the foregoing is contained.

Sanctions. Any sanctions administered or enforced by the United States Government (including the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC")) the United Nations Security Council, the European Union, Her Majesty's Treasury, or any other relevant sanctions authority.

Software. Web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with the Services.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned or controlled, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Transaction. The purchase or reservation of goods or services or a Cash Advance made or facilitated by use of a Convenience Check or Card Account.

Unauthorized Use. Use of a Card Account, Card or Convenience Check by a person or entity (i) who is not your Cardholder, employee or agent, (ii) who does not have actual, implied or apparent authority to use the Card Account, Convenience Check or Card and (iii) whose use does not benefit you directly or indirectly.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service. Current User Documentation is available upon your request.

Website. Any internet website and/or online access channel for use in accessing the Services.

Workforce. Our employees with access to CPI.

2. OUR OBLIGATIONS

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2.1 Card Accounts. We will open Card Accounts upon your request which Cardholders may use to conduct Transactions for your business. All Transactions made on a Card Account are considered authorized by you unless we receive and have had a reasonable period of time to act upon written notice from you that the Cardholder is no longer authorized to use the Card, Convenience Checks or the Card Account.

Upon your request, we may also provide Convenience Checks with respect to your Card Accounts. At your request, we may also establish a Cardless Account. If you so request, we will provide to the Cardholder, at the address you or the Cardholder specifies, a Billing Statement reflecting the Cardholder's use of the relevant Card Account. We may deny authorization of any Transaction if we suspect fraudulent activity or Unauthorized Use or for any other reason. Notwithstanding anything to the contrary in the "Limitations of Liability" section of this Agreement, we will not be liable for any failure to authorize a Transaction.

2.2 Qualifications. We are responsible only for performing the Services expressly provided for in this Agreement. We may contract with an outside vendor in performing the Services, however we will remain responsible for their performance of any services under this Agreement.

2.3 Compliance with law. We will provide the Services in a manner which is materially compliant with all laws to which we may be subject (including all AML/Sanctions Laws and Data Protection Laws). We represent and warrant to you on and as of each day on which we provide a Service to you that our performance of our obligations does not materially violate any law applicable to us or facilitate illegal Transactions in the United States.

2.4 OFAC. We will implement reasonable systemic protocols to decline attempted Transactions that would violate Sanctions, or that would result in a violation by any person (including any person participating in the Transaction, whether as advisor, investor or otherwise) of Sanctions. We will monitor activity on your Card Accounts for activity that may be expected to lend, contribute, or otherwise fund any activities of a business or person in countries subject to Sanctions and may review such activity with you as may be necessary**.**

2.5 External Fraud. We will assume the financial liability for Fraud, including Unauthorized Use, subject to Sections 9.2 and 11.3 if you, or a Cardholder has not authorized or participated in the specific Transaction and you give us notice as soon as practicable but not later than 60 days after you receive the Billing Statement on which the Transaction occurs or the Business Day after discovery of the Fraud, whichever is earlier.

2.6 Internal **Fraud**. We are not responsible for internal fraud or collusion, including Employee Misuse. However, we offer misuse insurance which may to help you with recovery from card networks.

3. YOUR OBLIGATIONS

3.1 Use of accounts. You shall use, and shall ensure each Cardholder uses, each Card Account solely for your business purposes in accordance with the terms of the relevant Service. You agree to have at least 10 Cards or reusable Cardless Account numbers issued to you at any given time.

3.2 Management of the Services. You must actively manage, monitor and review your program activity, Billing Statements, Transactions and Services. You agree to use commercially reasonable fraud prevention control tools as provided by us.

3.3 Obligation to pay. Except for Unauthorized Use that has been properly reported to us (when such report is necessary), you shall pay for each Transaction, regardless of its purpose or whether the Cardholder signed a sales draft or received a receipt. In addition, you shall pay our fees and charges as set forth in the schedule of charges currently in effect for you, which are set forth in U.S. Schedules I, II, and III which are a part of this Agreement.

3.4 Status of Cardholders. You represent and warrant to us that each Cardholder is a current employee or agent of the Client. Each Cardholder will be acting as your agent in connection with the receipt of the Services by you. If a Cardholder ceases to be your employee or agent, or otherwise becomes ineligible to use a Card, you must immediately deactivate the Card Account and destroy the Card allocated to that Cardholder as soon as practicable.

3.5 Your ability to perform your obligations. You will promptly furnish such financial and other information as we request for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that, on the date of the Agreement and on each day that you use the Services or provide any information, all such information about your employees, agents and your organization is, to the best of your knowledge, true, accurate and complete.

3.6 Verification of details. You must check, and must ensure that each Cardholder checks, to ensure that the information embossed on each new Card or printed on each Convenience Check is correct, and you will contact us immediately if there is an error.

3.7 Change in Program Administrator. You acknowledge that the Program Administrator(s) is authorized to manage all changes to your Cardholder Accounts. You assume and accept all responsibility for the actions, authorized or unauthorized, of your Program Administrator. You must give us prompt written notice upon any Program Administrator being added, replaced or removed.

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3.8 Security of your data. You are responsible for protecting and maintaining the security and confidentiality of your data and the data of your Cardholders (including any and all user IDs, passwords and card personal identification numbers (PINs) issued in connection with a Service), for ensuring that it is adequately backed-up and that no person makes such data available to any other person or for any unauthorized purpose. We are not responsible for your loss of your data or the data of your Cardholders that is not maintained on our or our vendors' systems.

3.9 Compliance with law. You must comply, and you must ensure that your Cardholders and all Transactions comply, with all laws to which you, that Cardholder or that Transaction may be subject, including all AML/Sanctions Laws and Data Protection Laws. You must do all things and provide all information which we may request from you to allow us to comply with our obligations under any AML/Sanctions Laws, including (if necessary) providing us with any information required to establish and verify the identity and background of any Cardholder. You represent and warrant to us on and as of each day on which we provide a Service to you that your performance of your obligations do not and will not violate any law applicable to you or facilitate illegal transactions, including those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq.

3.10 OFAC Covenant. You covenant that you will not use or permit any Cardholder to use, any Card, Cardless Account, Cash Advance or Convenience Check to transact, lend, contribute, or otherwise make available funds to any Subsidiary, joint venture partner or other individual or entity ("Person"), to fund any activities of or business with any Person, in Cuba, Iran, North Korea, Sudan, Syria, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions, or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as advisor, investor or otherwise) of Sanctions.

3.11 Binding on Participants. Except in respect of the Cross-Border Program, where only the Cross-Border entity is bound, each Participant , if any, agrees and acknowledges that the due execution of the Agreement by the State or OEU is for and on behalf of said Participant, and that by the Participant's use of the Services, the Participant agrees to be bound by all provisions of the Agreement, including this Master Agreement, and authorizes the State or OEU to take any and all actions on the Participant's behalf in respect of the Agreement, including entering into this Master Agreement on the Participant's behalf.

3.12 Approvals. In addition to any approvals you are required to obtain pursuant to Section 21.3, you must obtain any governmental or regulatory mandated approvals necessary for you to use the Services, including any labor relations related approvals.

3.13. Security over Real Property. Unless we agree with you in writing, we will not take real property as collateral for amounts you owe us.

4. CREDIT LIMITS

4.1 Credit limit. For each Service, we will establish one total credit limit for all your Card Accounts issued to the State or OEU and all Participants. The Client shall determine an individual credit limit for each Cardholder Account which is part of any of your Card Accounts issued to the Client. The individual credit limits for each Cardholder Account, when aggregated, may exceed the total credit limit for all Card Accounts issued to the Client. However, this will not increase the total credit limit. Upon your request and if approved by us, we may increase the total credit limit or any individual limit. We may, without prior notice, decrease the total credit limit or any individual limit in our reasonable discretion. In the event of a decrease, by us, in the total credit limit or any individual limit, we agree to provide you with notice of said decrease as soon as reasonably practicable.

We also may, at our discretion, delay in crediting payments received from you against your credit limit if you have only made a partial payment of amounts due or if your payment has not cleared.

4.2 Transactions exceeding the credit limit. You agree not to incur obligations which would cause the total credit limit for all your Card Accounts to be exceeded. We may make available online tools and standard reporting for you to monitor cardholder activity. If you do exceed the total credit limit for all of your Card Accounts, we may refuse any Transactions on all of your Card Accounts. We also may require the entire balance owing on your most recent Billing Statement to be immediately due and payable before we allow for further use of your Card Accounts. If an individual Card limit is exceeded, we may (i) refuse any Transactions as applicable on that Cardholder Account that is individually billed, until a payment is made to reduce the balance below the individual Cardholder's credit limit or, for centrally billed Cardholders, until you increase that Cardholder's credit limit or wait until the next billing cycle for the account credit limit to refresh; and/or (ii) charge you a fee as set out in the schedule of charges currently in effect for you.

5. TRANSACTIONS IN OTHER CURRENCIES

5.1 Currency conversion. If you make a Transaction in currency other than U.S. dollars, Visa or MasterCard will convert the charge or credit into a U.S. dollar amount. The conversion rate on the processing date may differ from the rate on the date of your Transaction. The exchange rate used by Visa will either be (i) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may differ from the rate Visa receives, or (ii) the government-mandated rate in effect for the central processing date. MasterCard will use an exchange rate of either (i) a wholesale market rate or (ii) a government-mandated rate.

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5.2 International Transaction Fee. We may add a fee to the U.S. dollar amount of any Transaction that is made in a foreign currency (the "International Transaction Fee"). The International Transaction Fee is set forth in the schedule of charges currently in effect for you and will be rounded up to the nearest penny, cent or centime (as applicable).

6. DISPUTES WITH MERCHANTS AND SUPPLIERS

6.1 Disputes with merchants and suppliers. We will have no liability for goods or services purchased using a Service, or for a merchant's or supplier's failure to honor purchases made with, or for a merchant's or supplier's failure to deliver goods or services purchased using, a Service. If you have any questions, problems or disputes concerning the quality of any goods or services purchased using a Service, a purchase price discrepancy, warranty or other performance issues or any other purchase matter, you must contact the merchant or supplier directly. You may not rely on any claim or dispute concerning the purchase of goods or services using a Service to avoid your payment obligations under the Agreement.

Notwithstanding the foregoing, where we processes any request for a Transaction refund through a card network on your behalf, which for the avoidance of doubt shall be processed in accordance with the operating rules and regulations of such card network, you agree that in a dispute with a merchant or supplier, we will be subrogated to your rights and each Cardholder's rights against the merchant or supplier and you will assign (and cause the Cardholder to assign) to us the right to assert a billing error against the merchant or supplier. You will, and will cause the Cardholder to, do whatever is necessary to enable us to exercise those rights. We may reverse from any Card Account any Transactions relating to the dispute.

6.2 Authorization for Transactions. A merchant or supplier may seek prior authorization from us before completing a Transaction. If you advise us in writing that you desire to prevent Transactions from merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from other types of merchants. We, however, will not be liable to you if merchants or suppliers nonetheless accept a Card, Convenience Check or Card Account for other types of Transactions, or if authorization for a Transaction is not given. We may also refrain from authorizing a Transaction for any reason whatsoever in our reasonable discretion.

6.3 Forms of Consent. You need to consent to each Transaction (whether by a Cardholder giving consent or otherwise) so that we can verify that it is genuine. A Transaction can be consented to by:

i. using a Card with the relevant card PIN or a signature;
ii. using the account number and other details requested;
iii. presenting a Card to the supplier's terminal if the Transaction is made using contactless technology; or
iv. such other means as you and we may from time to time agree.

We may deem Transactions which have not been consented to in one of the above manners to be unauthorized and we may decline to process such Transactions. This is in addition to any other rights we have to decline Transactions.

7. CONVENIENCE CHECKS

If we provide Convenience Checks with regard to a Card Account, they may not be used to make payment on the Card Account. We may pay a Convenience Check and post its amount to the Card Account regardless of any restriction on payment, including a Convenience Check that is postdated, that states it is void after a certain date or that states a maximum or minimum amount for which it may be written. Once paid, Convenience Checks will not be returned to you or the Cardholder.

If you wish to stop payment on a Convenience Check, you must call us at the customer service number shown on your Billing Statement and provide such information as we request or is required under the relevant User Documentation. We will stop payment if we receive your request on or before the Business Day before the Business Day on which we would otherwise pay the Convenience Check. The date on which we would pay a Convenience Check may be prior to the date it would post to your Card Account. A stop payment order will remain in effect for up to six months.

8. CARDLESS ACCOUNTS; ACCOUNTS NOT IN NAME OF INDIVIDUAL

We may, at your request, establish a Cardless Account or establish a Card Account with a designation which is not an actual individual, including, designation of a vehicle identification number, license number, department name or "Authorized Representative" on the Card Account. You may provide the number associated with the Cardless Account to your employees and agents.

9. STATEMENTS

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9.1 Issue of statements. We will provide to the Program Administrator, or other person you designate in writing to us, a Billing Statement for centrally or corporate billed accounts which will identify each Transaction posted during the billing cycle and the date of the Transaction. The Billing Statement will also list any applicable fees and charges for a Service. The Program Administrator will have the ability in the online application tool to review and sort all Cardholder activity.

9.2 Review of statements. Once you receive a Billing Statement, you must review it and notify us by telephone (using the appropriate telephone number set out in the Billing Statement), electronic mail, or other method that may be agreed upon by you and us, of any Transaction appearing on that Billing Statement which you consider may have resulted from any Fraud, including Unauthorized Use. You must give us this notice as soon as practicable but in any event not later than 60 days after you receive the Billing Statement. If you opt to have individual statements sent to individual Cardholders, you must ensure that each relevant Cardholder complies with the provisions of this Section 9.2. Subject to the requirements of any applicable laws, if you do not (or if a relevant Cardholder does not) give us notice in accordance with this Section 9.2, we will not be liable for refunding any amounts relating to that Transaction.

9.3 Electronic **disclosures.** You agree that we may provide or make available Billing Statements and any other disclosures or information by electronic means, including by way of electronic mail or a Website.

10. PAYMENT OF CARD ACCOUNTS; SET-OFF

10.1 Payment of statement amount. You will pay to us the total amount shown as due on each Billing Statement on or before the Payment Due Date shown on the statement. Where we have agreed with you in writing to take payments from Cardholders you must ensure that the relevant Cardholder pays on your behalf. If we do not receive payment in full by the specified due date, in addition to our other rights, we may assess a late fee in compliance with applicable state statute. You have no right to defer any payment due on any Card Account. For the avoidance of doubt, even if we have agreed to take payments from Cardholders, you will remain solely responsible for and we will collect from you for any amount due which is not paid by a Cardholder.

10.2 Service Fees and Charges. You will pay us each of the fees and charges we assess you, including the fees for each Service, as set out in the schedule of charges currently in effect for you, except as we agree otherwise (in writing) from time to time.

10.3 Electronic management information fees and charges. You will pay us for Software support in excess of that contemplated in the Section 16 of this Agreement. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time in writing.

10.4 Account identification. If you or any Cardholder makes any payment to us in connection with a Card Account, you must, or ensure that they must, at the same time provide us with either the account number or the Card number. We shall not be liable for any delay in crediting any such payment or recording any Transaction, or for failing to do so, where this information is not provided to us in accordance with this Section 10.4.

10.5 Payment method. Unless otherwise agreed by us, payments must be made using an Automated Clearing House (ACH) service. As specified by you, we may initiate ACH debits to any deposit account at any financial institution. If you arrange for direct payment by Cardholders, such an arrangement will not change your responsibilities under the Agreement, including your obligation for payment.

10.6 Set-off. Notwithstanding Section 10.8, you grant us a contractual right of set-off in and to all deposits or credit balances now or subsequently maintained with us or any of our affiliates or Subsidiaries. In addition to any other rights of set-off we may have, we may without consulting you set off any amount you owe us for any recurring or on-going non-payment under the Agreement against such deposit or credit balance whether or not that deposit or credit balance is matured. In connection with this right, you authorize us to enter into an agreement with our affiliates obtaining their authorization to effect such a set-off.

10.7 Transactions outside normal processing hours. If we receive any payment from you or a Cardholder in respect of any statement amount outside our normal processing hours in any jurisdiction to which that payment relates, that payment shall be deemed to have been received by us on the next Business Day. We will provide you with a list of our normal processing hours upon your request.

10.8 Credit balances not permitted on a Card Account. You are not permitted to have a credit balance on any Card Account. If any such credit balance arises (for example, by a refund), then in addition to our rights of set-off, we may retain the credit balance in or towards prepayment of any amount you owe us in the future under the Agreement, or if the amount of the credit balance is material we may, at our option, pay it to you using any method mutually agreed upon between you and us. You also may request that we refund such credit balances to you.

11. LOST OR STOLEN CARDS; UNAUTHORIZED USE

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11.1 Unauthorized Use. We may refrain from authorizing any Transaction if:

i. we suspect that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity;

ii. we suspect that the Transaction constitutes or might constitute Unauthorized Use; or

iii. to authorize that Transaction would cause us to breach any law (including any AML/Sanctions Laws by which we must abide).

11.2 Failure to authorize. Subject to applicable law, we will not be liable to you if we or any other party fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, you may seek, and we will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

11.3 Reporting a loss, theft or unauthorized use; assisting with investigations. If you become aware of any Notifiable Event, including actual or suspected loss or theft of a Card, Convenience Check or Card Account or any actual or suspected Fraud, including Unauthorized Use, you must notify us. You must ensure that, if any Cardholder or user of a Card Account becomes aware of any Notifiable Event, that person notifies us.

Any notice to be given by you, a Cardholder or a user of a Card Account must be given to us as soon as practicable but in any event no later than the Business Day after discovering the Notifiable Event, provided that if a Notifiable Event is discovered on a Billing Statement, Section 9.2 will apply. The notice must contain as much information relating to the Notifiable Event as the person giving the notice is able to provide.

Upon a Notifiable Event occurring, you must provide us, and you must ensure that each relevant Cardholder or a user of a Card Account provides us, with such information and assistance as we may request to: (i) investigate that Unauthorized Use; and (ii) (to the extent applicable or required by any relevant Data Protection Laws) communicate the fact of that Unauthorized Use to the relevant Cardholder.

If we receive notice and assistance in accordance with this Section 11.3 (including obtaining any witness statement or similar written, signed statement which we may require from any relevant Cardholders or other users of a Service), then you will not be liable for Transactions resulting from the Notifiable Event. If we do not receive notice or assistance in accordance with this Section 11.3, we may not refund any amounts relating to that Unauthorized Use.

12. LICENSE TO USE YOUR MARKS

Upon your written request, we may place your trademark, trade name, service mark and/or designs ("Client Marks") on Cards and collateral materials. You will provide the graphics to us in sufficient time to allow for review and approval by us and, if necessary, the respective card association. You grant us a non-exclusive license to use, during the term of the Service, Client's Marks on the Cards. The Client will be solely responsible for all claims and litigation arising under this Section 12. Further, if Client fails to assume responsibility, Client will reimburse and hold us harmless for all costs, expenses and damages incurred from such claim or litigation.

13. EXTENSION OF CORPORATE CARD SERVICE TO PARTICIPANTS

Upon your request and submission of a Participant Account Form, we may approve one or more Participants for participation in a Service. Each participating affiliate will have the same rights and obligations as you except that no separate charge limit will be assigned. Your charge limit will apply to Transactions on all Card Accounts, including those of your Participants.

You may terminate a Participant's participation by giving us written notice and a reasonable time to act on such notice. If an approved Participant is not, or will no longer be associated with the State of Oklahoma, you agree to notify us immediately, and we may immediately terminate the Card Accounts of such Participant.

14. TERMINATION

14.1 Termination upon notice. We may terminate the Agreement or a Service, or withdraw or suspend any Card or Card Account, upon 180 calendar days' written notice to you, or such longer period as prescribed by applicable law. You may terminate the Agreement or a Service upon 180 calendar days' written notice to us. If an Other Eligible User is terminated by bank, we will provide the State with notice of said termination as soon as reasonably practicable.

14.2 Termination upon specific events. Notwithstanding Section 14.1, we may to the extent permitted by law terminate the Agreement or a Service in respect of you and/or any Participant, or withdraw or suspend any Card or Card Account, with immediate effect, (in which case we may send you notice of the termination, withdrawal or suspension) if any of the following occurs with respect to you, a Participant, or a Guarantor:

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- You fail to pay any amount pursuant to the Agreement as and when due (whether upon demand, at maturity or by acceleration);
- You breach any other term or condition of the Agreement or any other agreement with us or any of our affiliates or Subsidiaries, including any representation, warranty or failure to deliver information;
- You enter or are placed into liquidation, insolvency, administration, receivership, administrative receivership, bankruptcy, reorganization, judicial management or any other similar procedure (other than in the context of a solvent re-structuring), or any step is taken to do so, or you cease to carry on all or a substantial part of your business or dispose of all or a substantial part of your assets;
- You fail generally to pay your debts as they become due;
- You initiate or enter into any composition or arrangement with your creditors;
- You experience a material adverse change in your financial condition or your ability to perform your obligations under the Agreement;
- You fail to pay or perform any other obligation, liability or indebtedness to any other party;
- There is an entry of a judgment against you which we deem to be of a material nature;
- You experience seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover order for any property;
- You fail to comply with any material law or regulation, including any AML/Sanctions Laws.
- You fail to have at least 10 Cards or reusable Cardless Account numbers issued to you at any given time.

14.3 Consequences of termination. Upon any termination of a Service or the Agreement as a whole for any reason set forth in section 14.2: (i) the entire balance outstanding on all Card Accounts with respect to that Service or the Agreement as a whole (as applicable) shall, at our option, become immediately due and payable; otherwise your payment will be due in accordance with the agreed upon payment cycle including any grace period; and (ii) you will immediately destroy, and will instruct all Cardholders to immediately destroy, all Cards and Convenience Checks. Notwithstanding any termination, you will continue to be responsible for paying all Transactions on all of your Card Accounts. After termination, neither you nor any Cardholder may make any further Transactions on any Card Account. If, however, such Transactions are made, you will be liable for them.

14.4 Return/deletion of Materials and Software. If a Service you are using and/or the Agreement is terminated for any reason, you will do the following:

- Stop using any Materials relating to that Service immediately;
- If applicable, erase or delete any Software we have provided relating to the terminated Service to the extent it is stored in your systems; and
- at our option, either return to us or destroy all Materials relating to that Service and certify to us that you have done so.

These obligations will continue after a Service you are using has been terminated.

15. APPLICATIONS LICENSE

15.1 Application of this section. The terms of this Section govern the provision and use of the Applications. Your, and your Cardholders', use of the Applications and any related services means you have read, acknowledge and agree to the terms and the conditions of this Section. You will ensure that your Cardholders comply with these provisions. We are entitled to grant you licenses (including to your Participants and Other Eligible Users) to access and use the Applications.

15.2 License. The license granted under this Section is a non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services in accordance with the terms of this Section, in a manner intended for authorized use, and to the extent authorized by us (the "License"). In the event that our website contains options to click-through to third-party websites (in order to facilitate the use of any of the Services), you will agree to the terms and conditions at that time, click-through to the third-party website and continue to use the Service. You will then have the option of notifying us of the click-through, and, if you so request, we will provide you with a hard copy of the proprietary Software license agreement and its terms and conditions. You will have sixty (60) days to review and agree to the third party Software terms and conditions, or notify us that you wish to stop using the Service. The License shall terminate upon the occurrence of any one of the following events: (i) the Agreement is terminated for any reason; or (ii) this License is terminated pursuant to Section 15.11 below. Additionally, unless such use is promptly stopped after we have notified you of it, we reserve the right to revoke the License granted hereunder if you or your Cardholders use the Applications and any related services in an illegal or unauthorized manner, including in contravention of these terms. We reserve the right to suspend your and your Cardholders' access to, and use of, the Applications upon prior written notice of a violation of any of these terms. In addition, we may suspend your access to, and/or use of, the Applications immediately without notice where such action may be required to prevent interference with or disruption to services to our other customers, to protect the integrity of our systems, or as may be required by law or regulation.

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15.3 Disclaimers WE AND OUR THIRD PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES.

15.4 Modifications. Provided the modification, withdrawal, or suspension is not being effectuated due to your breach of this Agreement, and subject to our rights under Section 15, we will use commercially reasonable efforts to either restore or provide alternatives to the Applications such that you and our entire client base can continue to receive the Services.

15.5 Protection of Software. The Software and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. All such intellectual property in the Software and the related services is protected by applicable copyright, patent, trademark or other intellectual property law. The entire content of the Software is subject to our and our third party providers' intellectual property rights, including copyright with all rights reserved. You acknowledge that the License does not convey or grant any intellectual property or other proprietary right to you, except for the limited license granted hereunder. You will follow our instructions concerning access to the Software through our third party vendor platforms. You will ensure that all Participants and Cardholders comply with instructions provided by us and are responsible for any and all acts and omissions of Participants and Cardholders. You further agree not to engage, and will ensure that your employees and agents do not engage, in unacceptable use of the Applications, including the following activities: (i) creating a false identity or otherwise attempting to mislead any person as to your identity or the origin of any communication transmitted through the Applications; (ii) using accounts, account numbers, or attempting to authorize transactions through accounts for which you do not have full authority to conduct such activities; (iii) disseminating or transmitting any materials or messages that do not pertain to the intended use of the Applications or that contain anything that is obscene, defamatory, harassing, offensive, or malicious; (iv) disseminating or transmitting files, graphics, software, or other material that actually or infringes the intellectual property right of any person or entity; or (v) interfering with, disrupting, or attempting to gain unauthorized access to information or other accounts through the Applications hosted by us or our third party vendors and made accessible to you. We may rely on the instructions of any Authorized Users and we will have no liability following any such instruction. You are responsible for all actions taken by Authorized Users with regard to the Applications.

15.6 Accessibility - Your computer systems. Subject to the terms of this Section 15, we will make the Applications available over either the internet or through an intranet site to allow you to electronically and remotely access the Applications. You will provide at your own expense, all necessary telephone lines, internet connections, equipment, software (including a compatible web browser), and services for you to effectively access the Applications. Your access to the Applications will be controlled by a user name and password, as well as the authorization approved by your Program Administrator.

15.7 Infringement Protection. Notwithstanding Section 22 of this Agreement and except as otherwise provided in this Section 15.7, we will defend at our own expense or settle any action brought against you to the extent it is based on your use of the Applications and the Software, including, our entitlement to allow your use of the Applications or your use of the Applications infringe any copyright, patent, trade secret or trademark of any third party in the jurisdictions where you are using the Applications, and we will pay all actual and direct costs and damages finally awarded in any such action. Our obligations under this protection are subject to (i) prompt notice from you of any such claim or action; (ii) your not having made any admission of liability or agreed to any settlement or compromise; (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request; (iv) our having sole control of defending such claim or action; (v) your having used the current version of the Applications, as provided to you by us, in compliance with this Agreement; (vi) your using the Applications only in the manner for which the Applications were designed; (vii) your not modifying the Applications; (viii) your not incorporating the Applications with products not approved by us; and (ix) the claim or action is not due to your negligence or willful misconduct. You acknowledge and agree that our obligations under this infringement protection are our only obligations to you with respect to any infringement claim in connection with your use of the Applications. Notwithstanding the foregoing, we acknowledge that our defense or settlement of the action brought against you will be coordinated with the Attorney General of the State of Oklahoma ("the Attorney General"), who may, but is not obligated to, authorize us to control the defense and any related settlement negotiations, which authorization shall not be unreasonably withheld; provided however, if so authorized, we shall not agree to any settlement of claims against the State of Oklahoma without first obtaining the Attorney General's concurrence, which concurrence shall not be unreasonably withheld. If the Attorney General does not authorize sole control of the defense and settlement negotiations to us, we shall be granted authorization to equally participate in any proceeding related to this subsection; provided, however, notwithstanding anything to the contrary herein, we shall continue to be obligated to indemnify the Client or Other Eligible User and, to the extent applicable, any and all Clients or Other Eligible Users, in accordance with and to the extent we provide such indemnity under this subsection 15.7. In the event that the Attorney General does not authorize sole control of the defense and settlement negotiations to us, our indemnification obligation will include the payment of reasonable costs and expenses and reasonable attorneys' fees.

15.8 Software updates. We may provide upgrades or new releases of Software which we make generally available to our other customers to whom we license the same Software, which will be deemed part of the Applications once we have delivered or made it accessible through our third party vendors to you.

15.9 Training. At your request, we will use commercially reasonable efforts to train persons to use the Software, but we will not bear any responsibility for such training.

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15.10 Software problems. You will inform us of all material errors, difficulties or other problems with the Software of which you become aware. We will make all reasonable efforts to promptly fix or promptly provide workarounds for any material errors reported to us. We may request your reasonable cooperation in resolving any such errors, difficulties or other problems by providing us an overview of input, output and all other data we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

15.11 Termination of license. Your license to use the Applications may terminate automatically if you breach a term of this Section 15. If, for whatever reason, we cease to be entitled or permitted to license any Applications to you, the License shall immediately terminate. Where possible we shall provide you with reasonable prior written notice of this. In addition, if you breach any of your confidentiality obligations with respect to the Applications, we may seek any and all remedies provided by law or equity, except damages limited under the Agreement.

15.12 Limitations. You acknowledge that the Applications have not been produced to meet your specific requirements and have not been tested in every possible combination and operating environment. You agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to our provision to you or your use of any Software and/or Materials.

16. CHANGES TO A SERVICE

16.1 Requests for changes. You may request us at any time to change the processing instructions for a Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

16.2 Our right to make changes. If due to events outside of our control (including regulatory, banking, credit card network or market conditions), we may change, add or delete any of the terms of the Agreement (including the schedule of charges currently in effect for you) and/or any terms, conditions and/or pricing and/or rebates applicable to a Service by providing 90 days' notice to you in writing or by electronic means. All such changes will be effective as of the date set forth in such notice. Your continued use of or failure to terminate the Service after the effective date of the change will indicate your agreement to the change. Any other changes shall be mutually agreed upon in writing between the parties.

16.3 Right to terminate. If you disagree with our proposed changes, you may terminate the Agreement in accordance with its terms by providing us with 30 days' advance written notice as set out in Section 14.1 at no additional cost.

If you serve notice on us under this Section 16.3 at least 30 days before our proposed changes are due to come into effect, then unless required by law our proposed changes will not take effect and the Agreement will continue unamended until it terminates pursuant to your notice.

If you serve notice on us under this Section 16.3 less than 30 days before our proposed changes are due to come into effect, then we are entitled (in our absolute discretion) to choose that:

i. our proposed changes will not apply to the Agreement and the Agreement will terminate on the date on which those changes would otherwise have come into effect (as long as that date is no later than 30 days after the date of your notice); or

ii. our proposed changes will not apply to the Agreement and the Agreement will terminate 30 days after the date of your notice; or

iii. our proposed changes will apply to the Agreement with effect from the date on which they are due to come into effect and the Agreement will terminate 30 days after the date of your notice, but, if as a result of the changes you incur any additional fee, charge, expense or other liability, we will promptly apply a corresponding credit to your account with us so as to put you in the same position in which you would have been had the proposed changes never taken effect.

17. ANCILLARY SERVICES

17.1 Adding services. Upon your request and our approval we may provide additional services to you and such Participants as we may agree from time to time. Such services may be subject to additional terms and conditions.

17.2 Receipts imaging service. You may elect to use our receipts imaging service whereby you send us copies of your transaction receipts, which we will electronically store for you (the "receipts imaging service"). It is your obligation to send us legible copies of your transaction receipts. You acknowledge and agree that we will not review the transaction receipts and that you are responsible for retaining the original receipts. Notwithstanding Section 22, we will not be liable for damages if the images are illegible or blank or for failure to provide copies by a given time or for failure to provide copies we are not reasonably able to provide. Images will be made available to you by website at such times as may be set forth in the applicable user documentation or as otherwise established by us. There is no charge for this service. We may delete any images we

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hold for you after seven (7) years from our receipt of the relevant Transaction receipt without notice to you. Upon termination of this Agreement you will no longer have access to any images we hold for you, and we may delete all images we hold for you without notice.

17.3 File feeds to third parties. You may request us to send certain program data to your third party servicers. We will do so on the basis that you have reviewed and accepted our standard file layout and you agree that any file transfer shall only be in such standard file layout. You agree to indemnify, defend and hold us, our successors and permitted assigns, our affiliates and their respective directors, officers, agents and employees harmless from and against every claim, demand, proceeding or suit, and from every liability, loss, damage, cost, charge, expense (including any actions or expenditures required by law or regulations, reasonable attorney, auditor and other fees, and costs) whether or not material, liquidated, contingent or prospective in nature, arising out of, resulting from or related to our compliance with your data transfer request.

17.4 Fee Increases. You acknowledge and agree that any changes to the services which you request and use pursuant to this Agreement may increase the fees which you are required to pay to us in accordance with the Payment of Card Accounts section of this Agreement.

18. ADDITIONAL COSTS AND TAXES

18.1 Relevant taxes. You and we agree that the issuance of any Card Account to you or any Card to a Cardholder or any other person pursuant to the Agreement shall be deemed exclusive of any applicable value added tax, any tax or duty that applies or is levied on the issue of any Card, or any similar tax, levy, duty or impost (a "Relevant Tax") and that, where any Relevant Tax is levied on the issue of any Card or Card Account (or on any other Service or product provided by us under or pursuant to the Agreement), we may issue an appropriate invoice for the Relevant Tax addressed to you, and you must promptly pay to us the amount specified in that invoice.

18.2 Other duties and taxes. Where any tax, levy, duty or impost of any kind is applied or levied on the issue or import of any Card into any territory (an "Import Tax"), to the extent allowed by Oklahoma law, you must hold us harmless in full against and for the amount of the Import Tax applied or levied. The State, its Participants or Other Eligible Users agree they will not issue cards outside of the United States.

18.3 Withholding tax. You may be required to make withholding tax payments or other deductions on account of tax from any amounts which you are required to pay to us under the Agreement (a “Withholding Deduction”). Where any individual Cardholder or any individual who holds a Cardless Account makes any payment to us under the Agreement, that person may also be required to make a Withholding Deduction. You must ensure that you (or the relevant Cardholder or other relevant individual) make all Withholding Deductions where required to do so. You must also inform all individual Cardholders and all persons holding a Cardless Account who use or may use a Service of the circumstances in which they must make a Withholding Deduction. To the extent allowed by Oklahoma law, you must hold us harmless against all losses, costs, expenses and damages which we incur or are reasonably likely to incur as a result of you, any individual Cardholder and/or any other relevant individual failing to make any Withholding Deduction when required.

18.4 Gross-up. If any sum payable to us under the Agreement is subject to any tax, impost, duty, levy, deduction, set-off, counterclaim, contribution or withholding of any nature whatsoever (wherever in the world imposed), including any and all related penalties, charges and interest (in each case a “Tax Deduction”), the amount of the payment due shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

19. COMMUNICATIONS; NOTICES

19.1 Giving notices. Any written notice or other written communication to be given under the terms of this Agreement will be sent to us at the address we specify in writing. Notices are effective upon receipt, except as otherwise provided in this Agreement or any Materials. If you are a Participant, you agree and acknowledge that any notice we provide to the State or OEU shall be deemed to be given to you.

19.2 Monitoring of phone calls. You agree that we may electronically monitor and/or record any telephone or other electronic communications (whether by telephone, short message service (SMS) message, multimedia messaging service (MMS) message or any other form of telephonic text message, electronic mail or otherwise) with you in those jurisdictions which permit that practice. If our records about any such communication are different from yours, our records are presumed to be correct, but such presumption may be rebutted by you.

19.3 E-mail Communications. If you choose to use unencrypted electronic mail to initiate payment requests or other instructions or otherwise communicate with us, your use of such electronic mail with respect to a Service will be subject to the terms and conditions of this Agreement and will comply with the applicable User Documentation. In addition, you agree to bear the risk that such electronic mail may be corrupted, modified, garbled or hacked or its confidentiality may be breached by a third party and the risk that we will rely on such mail, which appears to be from you but which is unauthorized, and that such reliance may result in a loss. In addition, you agree that we may rely on the integrity of facsimile transmissions that you send us, and you agree to bear the risk that the information we receive differs from that sent to us, and that such reliance

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may result in a loss. In the event that an electronic transmission or facsimile transmission is unclear or if we become aware that it is not an authorized communication from you, we will not act on such transmission and will contact you to clarify any intended content of such transmission.

20. CONFIDENTIALITY AND MATERIALS

20.1 General. We acknowledge that information we obtain from you in connection with a Service we provide to you under the terms of the Agreement may be Confidential Information. You acknowledge that the Materials, except for User Documentation and other documentation shall be considered to be our Confidential Information. You also acknowledge our claim to proprietary rights in the Materials and our Confidential Information and that the Materials and our Confidential Information constitutes our "trade secrets" or trade secrets of our licensors or vendors.

20.2 Restrictions. In respect of a party's Confidential Information, the other party will:

i. Safeguard the Confidential Information at all times;

ii. Establish and maintain procedures to assure the confidentiality of the Confidential Information and any password or code;

iii. Use the Confidential Information only for the purposes for which we provide them; and

iv. Notify the other promptly by telephone, confirmed in writing, if any Confidential Information is lost or its confidentiality is compromised.

Neither party will, nor will allow anyone else to, do any of the following without the other party's prior consent:

i. Disclose any Confidential Information of the other party to any person or entity, except to its employees and agents with a need to know the Confidential Information.

ii. Make any copies, in whole or in part, of Confidential Information of the other party in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in this Agreement.

iii. Translate, reverse engineer, disassemble or decompile any Software or security devices of the other party.

20.3 Use of the Materials. You have sole responsibility for the custody, control and use of all Materials. You must ensure that no individual will be allowed to initiate a request or other instruction contemplated in the Agreement or to have access to any Materials without proper supervision and strict security controls to ensure that the Materials are only used in accordance with this Agreement. If the Service requires use of user identification codes or passwords, we will be entitled to rely on the correct user identification codes and passwords, as described in the relevant User Documentation and shall not be responsible for any loss resulting from our correct use of such data.

20.4 Exceptions. This section does not limit either your or our ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with a Service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which you or we are subject or submits, or (vii) as otherwise required to be disclosed by law or by legal or governmental process. In addition, either party may disclose to its offices, affiliates, officers, employees and agents (and those offices, affiliates, officers, employees and agents may disclose) such information as permitted under this Section or to otherwise carry out its duties or exercise its rights under the Agreement. This section also does not limit our ability or that of our affiliates to access and use transaction data related to a Service provided to you in connection with the management of our or their business.

20.5 No Use of Name. Neither you nor we will use the other's name or refer to the other directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for use.

20.6 Damages insufficient remedy. You and we acknowledge that damages may not be an adequate remedy to protect the other party against breach of this Section 20 of the Agreement. You and we agree that the other party may seek injunctive or other equitable relief in respect of a breach of Section 20 of the Agreement.

20.7 Survival. The obligations enumerated in this Section 20 continue after the Service you are using and/or the Agreement is terminated.

21. INFORMATION SECURITY/DATA PROTECTION

21.1 Overall Data Security Regulations. As a financial institution, we are required to comply with the information security standards established under national and international legal and regulatory requirements applicable to us. We are evaluated regularly for compliance with these obligations by various US and international regulators as applicable.

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21.2 Security and Confidentiality. We maintain an Information Security Policy that:

i. contains appropriate administrative, technical and physical safeguards designed to protect against Information Security Events;

ii. conforms as required to the requirements of applicable Data Protection Laws; and

iii. sets forth policies and procedures that are designed to be consistent with, to the extent applicable to the Services, PCI-DSS standards; the card networks rules and regulations; and Financial Services Industry Best Practices.

21.3 Data Protection. To your knowledge, you hereby represent and warrant to us now and on each day on which we provide a Service to you that you are in compliance with all applicable Data Protection Laws and where required under such Data Protection Laws you will maintain at all times during the term of the Agreement a valid registration or authorization with any applicable Data Protection Authority. You shall inform us of any requirement of which you are aware which would require us to be registered or authorized with any applicable Data Protection Authority in order to provide the Services to you. You shall obtain on your and, as applicable, our behalf all necessary and valid consents, including Cardholder consents, and provide all necessary data protection notices in order for us to process the Personal Data using such forms as we may prescribe for the purposes described in the Agreement and to disclose the Personal Data to the types of recipients described in the Agreement. You shall retain, and upon request provide us with, copies of such notices and consents. With regard to our processing of Personal Data, we will comply with our obligations as a financial institution as set out in Section 21.1 and all applicable Data Protections Laws.

We may process Personal Data for the following purposes and we will de-identify that Personal Data wherever possible:

i. to provide and manage the Services;

ii. to help monitor, assess and carry out statistical product analysis and development;

iii. to develop for our own use internal data on the types of clients and the markets we service;

iv. to perform system testing and training;

v. to manage our business;

vi. as part of any internal or external audit or compliance review that we or any of our affiliates may undertake;

vii. to help prevent crime, fraud and terrorism; and

viii. to comply with card networks rules and all applicable laws and other legal and regulatory requirements.

We will never use Personal Data for direct or indirect marketing to Cardholders.

You agree that we may disclose Personal Data to:

i. our affiliates, agents and service providers in connection with performing the Services;

ii. card networks, auditors and fraud prevention agencies;

iii. to any other person if legally required, including to law enforcement agencies, authorities, regulators and courts; and

iv. any other person to whom we may transfer or intend to transfer, assign or sell any of our rights or obligations under the Agreement.

Any disclosures of Personal Data that we make will be made in compliance with applicable Data Protection Laws. You acknowledge and agree that data processing related to a Service and your Card Accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located. You authorize us to transmit your banking relationship information across national borders, notwithstanding the banking secrecy laws of any of the countries involved, as necessary to provide a Service.

21.4 Security Policy. Our Information Security Policy has been approved by our management and is published and communicated to our Workforce. We have procedures designed to ensure that our Extended Workforce are subject to similar policies and processes. We conduct periodic risk assessments to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality and integrity of electronic, paper and other records containing CPI. We require our Extended Workforce to have a similar risk assessment process. The remainder of this Section 21 sets out the key aspects of our Information Security Policy.

21.5 Organizational Security. All information is stored in the United States for programs in the United States and Canada. Such information may be accessed by our Workforce and any Extended Workforce from locations within or outside the United States. Our Information Security Policy applies to all such access. We include, as part of our agreements with any Extended Workforce that has access to CPI, provisions that are consistent with those set out in this Section 21.

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21.6 Human Resources Security. We take reasonable steps to ensure that our Workforce is aware of our obligations in the provisions of the Services and Applicable Data Protection Laws, including that any unauthorized processing or disclosure of the CPI may lead to disciplinary action under their contract of employment or other contractual arrangements. Prior to receiving access to CPI, the Workforce and any Extended Workforce receive appropriate security awareness training and recurring security awareness training at appropriate intervals. The access rights of our Workforce with access to Information Processing System(s) or media containing CPI are removed upon termination of their employment, contract or agreement, or adjusted upon change of job function in accordance with the Information Security Policy.

21.7 Physical and Environmental Security. We protect all areas that contain Information Processing System(s) or media containing CPI by the use of security controls in accordance with our Information Security Policy.

21.8 Communications and Operations Management. We use detection, prevention, and recovery controls which are consistent with Financial Services Industry Best Practices to protect against malicious software and attacks, and train our Workforce on the prevention and detection of malicious software and attacks. We dispose of any paper, electronic or other record containing CPI using all reasonable steps to destroy (based on our determination of the sensitivity of the information) the CPI. To protect the confidentiality and integrity of CPI in transit, we use encryption tools that are consistent with Financial Services Industry Best Practices, to encrypt records and files containing CPI that we: (i) transmit or send wirelessly across public networks; (ii) store on our laptops; (iii) where technically practicable, store on allowed portable devices; and (iv) store on any device that we authorize to be transported outside of our physical or logical controls. We use appropriate measures to safeguard the security and confidentiality of all encryption keys associated with encrypted CPI.

21.9 Access Control. To protect CPI from the risks inherent in mobile computing and remote access, we perform a risk assessment which, at a minimum, is designed to identify and mitigate risks to CPI from mobile computing and remote access, maintain a policy and procedures for managing mobile computing and remote access, and use security controls that are consistent with Financial Services Industry Best Practices to manage authentication of mobile and remote users.

21.10 Information Systems Acquisition, Development and Maintenance. To protect Information Processing System(s) and system files containing CPI, we restrict access to source code to authorized users whom we have determined have a need to know such CPI in the performance of their duties.

To protect Information Processing System(s) and system files containing CPI, we:

i. Use a change control process which is consistent with Financial Services Industry Best Practices to implement Information Processing System(s) changes; and

ii. Use security controls which are consistent with Financial Services Industry Best Practices.

21.11 Information Security Event Management. We maintain an incident response plan that addresses handling of Information Security Events. In accordance with such incident response plan, we will:

i. Provide you prompt, but in no event later than (2) Business Days of becoming aware thereof, notice of any Information Security Event documented and verified by us as part of our standard incident response process that involves, or which we reasonably believe involves, the unauthorized access, use or disclosure of your CPI.

ii. Such notice shall, to the extent we are legally allowed, summarize in reasonable detail the Information Security Event and the corrective action taken or to be taken by us, if known at that time. We will promptly take all corrective and mitigating action deemed necessary or appropriate by us.

21.12 Business Continuity Management. In order to protect the confidentiality and availability of CPI, we maintain a business continuity management program that is consistent with Financial Services Industry Best Practices which we update and test at planned intervals and as required.

21.13 Security Assessments. We permit your representatives to annually perform one on-site or written assessment of the security controls used at our data processing and business facilities. Such assessments will be performed during regular business hours, at a date and time agreed to by both parties, and will not require access to Information Processing System(s). Such assessments will be subject to our security policies, procedures, and restrictions, including restrictions on access to data centers, the ability to perform hands-on testing, and copying of certain materials.

We scan internal and external facing Information Processing System(s) with applicable industry standard security vulnerability scanning software (including network, server, application and database scanning tools) at a minimum once per month and perform mitigations that we deem appropriate to address issues identified.

We perform a comprehensive application penetration test and security evaluation of all websites used to store, access, or process CPI prior to use and at least annually thereafter.

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21.14 De-identification of Personal Data Used in Non-Production Environments. We perform De-identification of all Personal Data prior to storing, accessing, or processing the information in environments other than in our or our Extended Workforce's production environment, provided that we do not do so if:

i. The security controls used in the environment are equivalent to the security controls used in the production environment.

ii. De-identification would interfere with the resolution of a current production failure; or

iii. De-Identification would interfere with our legal or regulatory obligations.

22. LIMITATION OF LIABILITY

22.1 Indirect and other loss. Subject to the remaining provisions of this Section 22, we are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a service. In no event will either party be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature. In addition, to the extent permitted by applicable law, in no event shall either party be liable for any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to the other party's data, loss of operation time or loss of contracts, even if advised of the possibility of such loss, damage, cost or expense.

22.2 Failure to authorize. You acknowledge that we shall have no obligation or liability to you or any Cardholder where:

i. any third party fails to honor any payment or transaction requested in connection with a Card, Card Account or Convenience Check (if applicable); or

ii. we refuse or fail to authorize the use of any Card, Card Account or Convenience Check (if applicable).

22.3 Acts and omissions. Neither party will be responsible for the acts or omissions of the other's officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information received). We will not be responsible for the acts or omissions of any other person or entity, including any clearing-house, card network or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any supplier (except for our suppliers providing the Services under this Agreement), and no such person or entity will be deemed our agent.

22.4 Subsidiaries and other persons. If you permit any Subsidiary or other person to access one of our Service installations on your premises through use of a remote-access software package, we will not be responsible or liable for such Subsidiary or person's use or misuse of our Service or access to accounts owned by you and for which you did not authorize that Subsidiary or person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under this Agreement with respect to a Service.

22.5 Force majeure.

Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default.

Notwithstanding the foregoing or any other provision in this Agreement, (i) the following are not a force majeure event under this Agreement: (a) shutdowns, disruptions or malfunctions in either parties' system or any of either parties' telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to either parties' systems or (b) the delay or failure of either party or its subcontractor personnel to perform any obligation of either party hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses either parties' obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

22.6 Compliance with law. Neither party will be liable for any failure to act on its part if such party reasonably believed that its action would have violated any law, rule or regulation.

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23. Intentionally Omitted

24. GOVERNING LAW

The Agreement and the Services are governed by the United States laws respecting national banking associations and, to the extent not covered by those laws, by the laws of the State of Oklahoma, without reference to that state's principles of conflicts of law, regardless of where you reside or where a Cardholder resides or uses a Card Account.

25. RESOLUTION OF DISPUTES

Any dispute or controversy concerning your use of a Service or the Agreement will be decided by binding arbitration, if agreed to by the Oklahoma State Attorney General, conducted in the United States of America (except as you and we expressly agree otherwise) in accordance with the United States Arbitration Act (Title 9, U.S. Code) under the Commercial Arbitration Rules of the American Arbitration Association. Under these procedures, the dispute is submitted to a neutral person for determination in place of a trial before a judge or jury. Judgment upon the award made by the arbitrator may be entered in any court having jurisdiction. Either you or we may exercise self-help remedies or obtain provisional or ancillary remedies from a court. You or we may exercise or obtain these remedies at any time, even while the arbitration or trial by a judge is pending. By exercising or obtaining any such remedies, neither you nor we waive the right to request that a dispute or controversy be decided by arbitration or trial by a judge.

26. SEVERABILITY

If any provision of the Agreement or its application to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remaining provisions of the Agreement and their application to any other persons or circumstances shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

27. WAIVER

No delay or failure to exercise any right or remedy under the Agreement shall be deemed a waiver of such right or remedy. No waiver of a single breach or default under the Agreement shall be a waiver of any other breach or default. Any waiver under the Agreement must be in writing.

28. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to us now and on each day on which we provide a Service to you that:

(i) you are a body corporate acting within the scope of your ordinary course of business and you are not a "consumer" for the purposes of any consumer credit legislation, or regulatory guidance or codes of conduct applicable to consumers (and, if you believe that you have or may become a "consumer" for any of those purposes, you will notify us immediately of that fact). Further, you acknowledge that you will not be treated as a consumer for purposes of the Agreement, and laws and regulations relating to consumer protection shall not apply;

(ii) the Agreement and its provisions constitute and create legal, valid and binding obligations on you which are enforceable in accordance with their terms;

(iii) your performance of your obligations will not violate any law applicable to you or facilitate any unlawful transactions, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq;

(iv) you are in compliance with all AML/Sanctions Laws and are not aware of any breach by you or your Cardholders of any such laws;.;

(v) the debiting of any account as provided in the Agreement is not inconsistent with any restriction on the use of that account;

(vi) you have obtained all approvals and authorizations required to enable you to enter into, deliver and perform the Agreement and the transactions contemplated under it, including but not limited to any authorizations required from any applicable third party to allow you to transfer funds and access information from that party's account; and

(vii) there are no bona fide proceedings, tax claims or disputes pending or threatened against you in respect of which, if judgment is given against you, would materially affect your financial condition or ability to pay us under the terms of this Agreement;

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(viii) if you are a Participant, you have authorized the State or Other Eligible User to take any and all actions on your behalf related to the Agreement and any Services you receive, including binding you to the terms of this Agreement; and

(ix) The person executing the Agreement has full authority, permission and approval to execute and bind the Client. You will not dispute such authority, permission and approval regardless of whether you have provided board resolutions or similar documentation to us.

29. ASSIGNMENT

You may not assign the Agreement, or transfer any right or delegate any duty or performance under the Agreement, without our prior written consent, which shall not be unreasonably withheld. Any purported assignment by you of rights or delegation by you of obligations contrary to the provisions of the Agreement shall be void. We may assign our rights and delegate our obligations to a third party. If we do so, we will provide notice to you.

30. AGREEMENT

30.1 Entire agreement. This Agreement, the schedule of charges in effect for you, as amended from time to time, and Solicitation # SW0200, issued on October 4, 2019, constitute and represent the entire agreement between you and us regarding a Service we provide to you anywhere in the world and supersede and extinguish all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between the parties relating to a Service. This Agreement controls in the event of any conflict between it and any relevant User Documentation or any other document.

30.2 Successors and assigns. The Agreement shall be binding upon and inure to your and our benefit and to the benefit of your and our respective successors and permitted assigns.

30.3 Third parties. Except for any person or entity to whom this Agreement provides any express indemnity or covenant, you and we do not intend that the Agreement shall confer any right or benefit on any person or entity who is not a party to the Agreement (including any right or requirement to consent to any variation, amendment or termination of the Agreement), and any and all laws or regulations conferring such rights or benefits are hereby excluded (to the maximum extent permissible). Nothing contained in the Agreement shall create any agency, fiduciary, joint venture or partnership between you and us.

Execution and/or transmission of an executed counterpart of this Agreement by fax, e-mail or other electronic format (including PDF, JPEG, DocuSign ® or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. **FOR REGIONS OTHER THAN NORTH AMERICA AND EMEA:** If any electronic method of delivery is adopted, without prejudice to the validity of this Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter. **FOR NORTH AMERICA AND EMEA REGIONS:** You consent to the use of electronic communications, electronic records and electronic signatures for all purposes under or in connection with this Agreement. Both parties are conscious of the risks that the use of electronic communications, electronic records and electronic signatures may entail and, nonetheless, have agreed to their use for the mutual benefit of both parties and have agreed that this Agreement so executed and delivered must be recognized and have the same legal effect as if it were a paper-based document with wet-ink signatures to the fullest extent permitted by applicable law. Where Company or Participant is registered or organized in Lithuania or Slovenia, the parties agree that a wet-signature, fully executed version of the Agreement will be provided to the Bank within 30 days of electronic execution of the Agreement. If such wet-signature document is not timely received, the Bank may terminate the Services immediately.

[Signature page(s) follow(s); the remainder of this page is intentionally left blank.]

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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed as of the Effective Date, by its duly authorized officer(s).

STATE OF OKLAHOMA
("the State")

By: Dan Sivard Digitally signed by Dan Sivard Date: 2020.07.28 09:45:44 -05'00'
(Signature)

Name: Dan Sivard
(Print or Type)

Title: State Purchasing Director
(Print or Type)

Address for Notices:

_____

BANK OF AMERICA, N.A.
("Bank")

By: Terry Endres Digitally signed by Terry Endres Date: 2020.07.28 08:13:13 -05'00'
(Signature)

Name: Terry Endres
(Print or Type)

Title: Sr. Vice President
(Print or Type)

Address for Notices:

Bank of America, N.A.

Bank of America Office Park

Mail Code FL9-200-02-04 Resolution Services

JACKSONVILLE, FL, 32256

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