

**LICENSE AGREEMENT BETWEEN  
OAKLAND UNIVERSITY AND MICHIGAN STATE FEDERAL CREDIT UNION  
FOR THE AFFINITY CREDIT CARD PROGRAM**

Oakland University, a Michigan constitutional body corporate and institution of higher education located in Rochester, Michigan, and the Michigan State University Federal Credit Union, a federally-chartered, non-profit financial corporation conducting business in Auburn Hills, Michigan, enter into this License Agreement for the Affinity Credit Card Program as of the Effective Date stated below.

**Recitals**

WHEREAS, Oakland University is a Michigan public institution of higher education created and maintained pursuant to Sections 4 and 6 of Article 8 of the Michigan Constitution of 1963;

WHEREAS, Oakland University has agreed to grant the Michigan State Federal Credit Union a non-exclusive license to use certain Oakland University trademarks and Oakland University's alumni mailing list to promote an affinity credit card program sponsored by the Michigan State Federal Credit Union; and,

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

**Agreement**

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

1. **Definitions.**

- a. "Agreement" means this License Agreement for the Affinity Credit Card Program.
- b. "Alumni" means the University's alumni, and OUAA members, who are at least 18 years of age and who have not expressly requested that the University not provide his/her information to third parties.
- c. "Code" means the Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder.
- d. "Contract Year" means a period of 12 consecutive calendar months during the Term of this Agreement. The first Contract Year will commence upon the Effective Date and subsequent Contract Years will commence upon each anniversary of the Effective Date.

- e. "Credit Card" means a Visa-brand credit card issued by the Credit Union as part of the Program.
- f. "Credit Union" means the Michigan State University Federal Credit Union and its directors, officers, members, employees, agents, representatives, affiliates, subcontractors, designees, successors and assigns.
- g. "Customer" means a person who applies for and receives a Credit Card.
- h. "Day" or "Days" means consecutive calendar days unless otherwise specifically stated.
- i. "Effective Date" means February 1, 2007.
- j. "Gross Interchange" means the amount(s) that the Credit Union receives from Visa, based upon a proprietary formula established by VISA, for each financial transaction by a Customer using a Credit Card, including without limitation amounts commonly referred to as "Gross Interchange" and/or other amounts paid by Visa to replace or supplement the amounts commonly referred to as "Gross Interchange".
- k. "Licensed Use(s)" means use of the University Marks only for Marketing and/or display on Credit Cards.
- l. "Mailing List" means the University's current list of Alumni names, mailing addresses and telephone numbers.
- m. "Marketing" means all marketing, information and/or materials developed by the Credit Union, or on its behalf, relating in any way to this Agreement, including without limitation all signs, advertising, publicity releases, invitations, announcements, targeted mailings, solicitations, promotions, pamphlets, leaflets, brochures, "take-ones," presentations, posters, T-shirts, promotional items and electronic and/or digital communications.
- n. "OCAA" means the Oakland University Alumni Association.
- o. "Program" means the affinity credit card program sponsored by the Credit Union pursuant to this Agreement.
- p. "Royalty" or "Royalties" means the amount(s) that the Credit Union will pay to the University for the license granted by this Agreement to use the University Marks and Mailing List pursuant to this Agreement.
- q. "University" means Oakland University and its trustees, officers, employees, students, alumni, alumni board and chapters, agents,

volunteers, subcontractors, representatives, designees, successors and assigns.

- r. "University Policies" means all University rules, regulations, policies and ordinances that currently exist or are adopted or amended from time to time, including without limitation the requirement that the Credit Union's conduct relating in any way to this Agreement must be consistent with the University's overall mission as a Michigan public institution of higher education and conform to general social conventions and common public morals and decency.
- s. "University Mark(s)" means the University's trademarks and/or service marks identified in **Exhibit 1**, which is incorporated herein by reference, including all reasonable variations, combinations, colorable imitations, derivations, imitations and/or abbreviations of those marks.
- t. "Visa" means Visa U.S.A., Inc., a privately held Delaware membership corporation.

2. Term. This Agreement commences on the Effective Date and expires on January 31, 2014, unless terminated earlier pursuant to this Agreement ("Initial Term"). The parties may extend the Initial Term, upon mutually acceptable terms and conditions, for a maximum of three additional, separate and consecutive one-year terms ("Extended Terms"). The Initial Term and all Extended Terms are referred to collectively as the "Term."

3. License: University Marks. The University grants the Credit Union a personal, non-divisible, non-exclusive, non-transferable license to use the University Marks during the Term as follows.

- a. Licensed Uses. The Credit Union will only use the University Marks for Licensed Uses. The Licensed Uses must preserve the integrity, character and dignity of the University, be of high quality in design, material and workmanship, and be consistent with University Policies. In no event will any University Mark be affixed or linked to any Licensed Use that promotes gambling and/or the use of alcohol, tobacco or controlled substances, is sexually oriented, or endorses a particular religious creed, sect or denomination. The Credit Union will not sell, transfer, sub-license or assign any part of the Credit Union's rights to use the University Marks to any successor, third party or any other person or entity, and the Credit Union will not modify any University Mark in any way.
- b. Approval of Licensed Uses. All Licensed Uses are subject to the University's approval.

- c. Ownership Rights. The University retains all rights to the University Marks. Nothing in this Agreement gives the Credit Union any right, title or interest in any University Mark. The University Marks are the University's property, and any use of the University Marks will inure to the financial benefit of the University. The Credit Union will never challenge, dispute, contest or assert any right, title or interest, directly or indirectly, to the University's rights in the University Marks. The Credit Union will not procure or attempt to procure any assumed name, trademark or other registration which includes any of the University Marks, and will not use a name confusingly similar to any of the University Marks.
  - d. No Warranty. The University makes no representations and does not warrant and will not be deemed to have warranted the validity or scope of the University Marks.
4. License: Mailing List. The University grants the Credit Union a personal, non-divisible, non-exclusive, non-transferable license to use the Mailing List during the Term as follows:
- a. Use of Mailing List. The Credit Union will use the Mailing List solely for Marketing, and will not sell, transfer, assign or otherwise provide all or part of any Mailing List to any successor, third party or any other person or entity. The Credit Union may use the same Mailing List multiple times for Marketing during the Term.
  - b. Initial Mailing List. The University will, within 45 days after the Effective Date, provide an initial Mailing List to the Credit Union in the format in which it is maintained by the University.
  - c. University Updates to the Mailing List. The University will, twice each calendar year and within 30 days of the Credit Union's written request, provide an updated Mailing List to the Credit Union in the format in which it is maintained by the University.
  - d. Credit Union Updates to the Mailing List. The Credit Union will, within 30 days of the University's written request, provide the University with a Mailing List update from information the Credit Union receives from the United States Post Office or any other address service used by the Credit Union, in a format agreed upon by the University and Credit Union. The Credit Union will not provide the University with lists of Customers.
  - e. Exclusivity. During the Term, the University will not grant a license to another bank, credit union or other financial institution to use the University Marks on a credit card marketed only to Alumni or to use the Mailing List to solicit Alumni to participate in any credit card program. Nothing in this Agreement will be construed to prevent the University from

establishing relationships, contractual or otherwise, with banks, credit unions or other financial institutions including without limitation (a) accepting and/or recognizing sponsorships, gifts, contributions, promotions and advertising in any form including without limitation those relating to credit cards; (b) entering into contracts for placement of branch locations on the University's campus; and/or (c) offering Alumni financial services or products of any kind other than credit cards. In addition, nothing in this Agreement will be construed to limit the University's ability to maintain, operate, advertise, promote and/or expand its SpiritCash point-of-sale "draw down" card program and/or its SpiritCard and SpiritCard Plus programs.

5. Royalties. The licensing of the University Marks and Mailing List is intended to generate the following royalty income for the University that is excepted from unrelated business taxable income under Section 512(b)(2) of the Code.

a. Base Royalties: The Credit Union will pay the following amounts to the University during each Contract Year as "Base Royalties":

Year 1: \$100,000 due upon the Effective Date.

Year 2: \$50,000 due upon the first anniversary of the Effective Date.

Year 3: \$50,000 due upon the second anniversary of the Effective Date.

Year 4: \$50,000 due upon the third anniversary of the Effective Date.

Year 5: \$25,000 due upon the fourth anniversary of the Effective Date.

Year 6: \$25,000 due upon the fifth anniversary of the Effective Date.

Year 7: \$25,000 due upon the sixth anniversary of the Effective Date.

First Optional Extended Term: to be determined pursuant to Paragraph 2

Second Optional Extended Term: to be determined pursuant to Paragraph 2

Third Optional Extended Term: to be determined pursuant to Paragraph 2

No Base Royalties will be due after the effective date of termination of this Agreement other than Base Royalties payable in accordance with Paragraph 19(c).

b. Additional Royalties Based on Gross Interchange. The Credit Union will pay "Additional Royalties" to the University equal to the amount by which fifty (50%) percent of the Gross Interchange for all Credit Cards in a calendar quarter less fifty (50%) percent of the OUAA membership fees paid by the Credit Union pursuant to Paragraph 5d during that calendar quarter exceeds the pro-rata portion of the Base Royalty applicable to that calendar quarter (i.e., Quarterly Additional Royalties = [Total Quarterly Gross Interchange x .50] - [OUAA Membership Fees paid by the Credit Union x .50] - [Quarterly Pro Rata Portion of Applicable Base Royalty]). If the University is not entitled to Additional Royalties pursuant to this

Paragraph in any calendar quarter, then the Credit Union's membership fee credit for that quarter will be applied to the next calendar quarter in which Additional Royalties are due to the University pursuant to this Paragraph. An illustration of the Additional Royalties calculation is attached as **Exhibit 2** for illustration purposes only, and is not intended as a projection of actual or potential financial results. If the Additional Royalties calculation results in a negative amount for any period, the Additional Royalties for that quarter will be zero and the negative amount will not be paid to the Credit Union or credited against the Additional Royalties due for any other quarter. Additional Royalties are payable in quarterly installments due within 30 days of the end of the calendar quarter in which they are earned. No Additional Royalties will be due after the effective date of termination of this Agreement other than Additional Royalties payable in accordance with Paragraph 19(c).

- c. Additional Royalties of Fixed Amount. The Credit Union will also pay the University \$10,000 in each of the first five Contract Years as "Additional Royalties", payable within 30 days of the University's written request, which the University intends to use for one signature OUAA event per year with a budget of \$10,000 or more ("OUAA/Credit Union Signature Event"). The Credit Union may participate in an advisory capacity in selection and planning of the OUAA/Credit Union Signature Event, subject to all applicable laws, and regulations and University Policies. The University will recognize the Credit Union as a supporter of the OUAA/Credit Union Signature Events in appropriate University and OUAA publications, press releases, and other communications. The University will not accept financial support from other financial service providers for the OUAA/Credit Union Signature Events.
- d. OUAA Membership Fee. The Credit Union will also pay the University the initial one-year OUAA membership fee for each Customer who applies for a Credit Card and would only be eligible for Credit Union membership if they are an OUAA member. The OUAA membership fees will be paid quarterly within 30 days of the end of each calendar quarter. The Credit Union will not request or demand that any Customer pay the initial one-year OUAA membership fee for the Program.
- e. Interest. All Royalty payments will bear interest at the lower of seven (7%) percent per annum, or the highest per annum interest rate allowed by law, from the due date until paid in full. Interest must be included in any late Royalty payment, but the payment of interest will not excuse or cure a Credit Union Default as defined in Paragraph 18a.
- f. Reports. The Credit Union will, within 30 days of the end of each calendar quarter, provide a report to the University that includes the following data for the preceding quarter: (i) the total number of Credit Cards issued in the

preceding quarter, the current Contract Year and the Term; (ii) quarterly and year-to-date Gross Interchange amounts received by the Credit Union for all Credit Cards; (iii) quarterly and year-to-date OUAA membership fees paid by the Credit Union to the University; and (iv) a description of the manner in which the Additional Royalty payment for the preceding quarter was calculated. All such reports will be in a format agreed upon by the University and the Credit Union.

6. The Program. The Credit Union will design, develop and administer the Program as follows:
  - a. Credit Decisions and Risks. The Credit Union will make all credit decisions and will bear all credit risks with respect to each Customer. The Credit Union will approve or reject a Credit Card application within 5 business days of receipt of both the completed and signed Credit Card application and completed and signed Credit Union Membership application, and will mail Credit Cards to approved Customers within two calendar weeks of approval.
  - b. Card Design. The Credit Union will, subject to the University's approval, create one or more designs and layouts for the Credit Cards. The front of all Credit Cards will prominently display a University Mark.
  - c. Fees. The Credit Union will not charge an annual fee for a Credit Card. All of the Credit Union's other fees and/or charges assessed to Customers for Credit Cards, including without limitation late payment fees and interest, will not exceed the highest fees and/or charges assessed by the Credit Union to its members for other credit card products and services.
  - d. Visa Compliance. The Credit Union will ensure that the Program complies with all applicable Visa credit card rules and requirements.
  - e. Credit Union Website Access. The Credit Union will maintain on its general internet website, secured, password-protected methods by which Customers may access their account information, make online payments, verify charges and receive new and/or updated information relating to the Program.
  - f. Customer Statements. The Credit Union will, upon the University's written request received 10 business days prior to the Credit Union's monthly statement printing date, for the University's benefit, include in the message box on such statement, text provided by the University and acceptable to the Credit Union, at no cost to the University, including without limitation statements provided and/or made available to Customers electronically. On the Effective Date, and each anniversary of the Effective Date, the Credit Union will provide the University with a

complete list of the monthly statement printing dates for the then-current Contract Year.

- g. Credit Union Correspondence. The University will forward to the Credit Union via hand-delivery or overnight mail any correspondence that the University receives and reasonably believes was intended for the Credit Union. The Credit Union will, upon demand, reimburse the University for the actual costs of forwarding any such Credit Union correspondence. Likewise, the Credit Union will forward to the University correspondence intended for the University and the University will reimburse the Credit Union for its actual forwarding costs.
- h. Customer Support. The Credit Union will provide customer support for the Program, including without limitation in-person, internet and telephone support, which is equivalent to or exceeds the support available to the Credit Union's other members.

7. Marketing. The Credit Union will design, produce and distribute all Marketing for the Program as follows:

- a. Approval of Marketing. All Marketing is subject to the University's approval.
- b. Initial Marketing. The Credit Union will, within 30 days after the Effective Date and subject to the University's approval, establish a timeline and details for the initial Marketing campaign for the Program. At a minimum, targeted mailings will be sent to all of the Alumni on the Mailing List
- c. Electronic/Digital Marketing. Except as otherwise provided herein, the Credit Union will not use any electronic and/or digital means to deliver Marketing directly to Alumni, including without limitation internet transmissions. The Credit Union may use electronic and/or digital means to communicate with Customers and Credit Union members, and to deliver Marketing directly to Customers and Credit Union members.
- d. Visa Compliance. The Credit Union will ensure that all Marketing complies with all applicable Visa marketing rules and requirements.
- e. Credit Union Website Information. The Credit Union will include on its general internet website (i) information accessible to the public describing the Program; (ii) a Credit Card application that may be submitted electronically; and (iii) for the University's benefit, a hyperlink to the University's and/or the OUAA's website.
- f. Pre-Paid Visa Incentive. During the first 12 months after the Credit Union completes the first mailing to the entire Mailing List, the Credit Union will

offer a \$25 prepaid VISA gift card to any Customer who transfers a pre-existing credit card balance to a Credit Card.

- g. Orientations. Notwithstanding any provision to the contrary in this Paragraph or this Agreement, whether express or implied, the Credit Union will not be allowed to make formal presentations at faculty, staff and/or student orientations on the University's Rochester, Michigan campus. Such right is specifically granted by the University to Credit Union One in an agreement executed on March 11, 2005. The Credit Union will, however, be permitted to market its products on the University's Rochester, Michigan campus, subject to the University Policies applicable to other persons or entities which market on campus, as long as such does not involve formal presentations at faculty, staff and/or student orientations.
8. OAAA Administrative Website. The Credit Union will establish and maintain a secure, password-protected internet website, accessible only by the University and the Credit Union, dedicated solely to administration of the Program ("Website"). The Website will include, without limitation, Royalty reports, a Marketing calendar, draft or proposed Marketing submitted for the University's approval, statistical information relating to the Program, the number of all Credit Cards issued, Royalty calculations, Marketing reports, all proposed and approved changes and/or updates to the Program, updated contact information for the Credit Union's representatives and text provided by the University and accepted by the Credit Union to be placed on Customers' Credit Card monthly statements.
9. Representations and Warranties. The parties represent and warrant to each other as of the Effective Date, and throughout the Term, that:

  - a. It is duly organized, validly existing and in good standing.
  - b. It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.
  - c. This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as otherwise provided by law.
  - d. No consent, approval or authorization from any third party is required in connection with the execution; delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.
  - e. The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

10. Non-Reliance. The Credit Union acknowledges that the University has not made any representations, warranties, assurances or guarantees of any kind, nature or description, express or implied that any of the activities described in this Agreement will result in or cause the Credit Union's business to succeed or achieve any specific objectives. The Credit Union is capable of assuming, and does assume, all risks related to this Agreement, and releases the University from any and all liability for such risks. Likewise, except for the payment of Base Royalties, Additional Royalties and OUAA membership fees, the University acknowledges that the Credit Union has not made any representations, warranties, assurances or guarantees of any kind, nature or description, express or implied, that any of the activities described in this Agreement will result in or cause the University's business to succeed or achieve any specific objectives. The University is capable of assuming, and does assume, all risks related to this Agreement, and releases the Credit Union from any and all liability for such risks except for the payment of Base Royalties, Additional Royalties and OUAA membership fees.
  
11. Confidentiality. The terms of this Agreement, the Mailing List(s) and any financial information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Confidential Information") are confidential as of the date of disclosure. Confidential Information will not be disclosed by the receiving party to any other person or entity except as permitted by this Agreement. The parties may disclose the other party's Confidential Information (a) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons are advised to treat the Confidential Information as confidential in the above described manner; (b) as required by law or by any governmental regulatory authority; (c) pursuant to a properly issued judicial order, subpoena or other request consistent with applicable law; and/or (d) with the other party's prior written approval. The Credit Union understands that the University complies with the Michigan Freedom of Information Act ("FOIA") and that the University may provide Confidential Information to other persons or entities upon receipt of a FOIA request.
  
12. Taxes.
  - a. Parties' Intent. Neither the University nor the Credit Union intends for this Agreement to be a joint venture, partnership, trade, business, enterprise, or otherwise with a common goal of sharing profits or losses. The University does not have any working interest or operational control of the Credit Union's business. The University has no profit motive whatsoever, but enters into this Agreement with the sole intent and desire to further the University's educational mission and other exempt purposes.

- b. Tax-Exempt Status. The University holds the status of an exempt organization under the Code.
- c. Declaration of Governmental Function. This Agreement is intended to serve an essential governmental function and this Agreement cannot be construed to conclude a contrary intent.
- d. Unrelated Business Taxable Income. This Agreement is intended to provide the University with passive royalty income excludable under Section 512(b)(2) of the Code from the definition of unrelated business taxable income, so that the Royalties will not be subject to unrelated business income tax. This Agreement will be interpreted and applied in a manner consistent with that intention, and the University reserves the right to disclaim any relevant term, clause, provision or paragraph of this Agreement that the University determines to be inconsistent with that intention whether based on statutory, regulatory, or case law coming into existence after the Effective Date or otherwise. The University will give the Credit Union no less than fourteen (14) calendar days prior notice of any such intent to disclaim.
- e. Credit Union Taxes. The Credit Union will pay any and all personal property and other taxes and assessments of every kind, nature and description, if any, assessed on the Credit Union arising out of or related to the Credit Union's performance of this Agreement. The Credit Union will pay all taxes and assessments when due, and before they become delinquent, and will upon demand provide duplicate receipts of the payments to the University.
- f. Amendments for Tax Purposes. If the Internal Revenue Service ("IRS"), any other political subdivision or governmental entity or agency, or legal counsel to the University determines at any time that any term, clause, provision or paragraph of this Agreement, or this entire Agreement, jeopardizes the tax-exempt status of the University ("University's Tax-Exempt Status") or the University's stated essential governmental function, or subjects the University to additional taxes, levies or assessments of any kind, nature or description as a result of this Agreement, including without limitation real property, personal property, unrelated business income, private inurement, private benefit, excess benefit, and penalties and interest thereon ("Unintended Taxes"), then upon presentation of said determination to the Credit Union, the University and the Credit Union will amend the relevant term, clause, provision or paragraph of this Agreement, or this entire Agreement, consistent with Paragraph 36, to preserve the University's Tax-Exempt Status and eliminate any Unintended Taxes, provided however, that if the University's Tax-Exempt Status cannot be preserved or the Unintended Taxes cannot

be eliminated, then this entire Agreement will be deemed null and void ab initio and without any recourse against the University.

13. Status Meetings. University and Credit Union representatives will participate in regularly-scheduled status meetings on the University's Rochester, Michigan campus at times selected mutually by the parties, but no less than once per calendar quarter, to address all issues relating in any way to the Program and/or this Agreement. The parties will meet more often during the first Contract Year, if needed, to ensure that the Program is timely implemented.
14. Legal Compliance. The Credit Union will comply with all applicable federal, Michigan and local statutes, ordinances, rules, regulations and requirements, and all applicable University Policies, including without limitation all: (a) nondiscrimination laws; (b) banking laws and regulations; and (c) standards of any other federal and/or Michigan agency with competent jurisdiction. Illegal discrimination by the Credit Union may be regarded as a material breach of this Agreement.
15. Cooperation. The University and the Credit Union will act diligently and use their best efforts to promptly perform their respective obligations under this Agreement, and will reasonably cooperate with each other, execute and deliver such further documents and instruments, and do such further acts as are reasonably necessary to give effect to the intent of the University and the Credit Union as expressed in this Agreement.
16. Access to Records/Audit Rights. At any time during the Term, and for a period of three years following the expiration or termination of this Agreement, the University may have access to, and the right to audit and examine, at the University's sole expense, any books, documents, papers and records of the Credit Union related to the calculation of Gross Interchange, Additional Royalties and any other payments to be made by the Credit Union to the University under this Agreement ("Records"). The Credit Union will make all Records available at no cost to the University. Such records will be kept by the Credit Union for a period of three years after expiration or termination of this Agreement, unless the University authorizes their earlier disposition. The Credit Union will pay the University all Base Royalties, Additional Royalties and other amounts owed to the University as established by any such audit, with interest as provided in this Agreement. Notwithstanding the above, the Credit Union will not provide the University with access to individual Customer account information except, upon the University's request and upon execution of a mutually acceptable confidentiality agreement.
17. Financial Responsibilities. Each party will, except as otherwise provided in this Agreement, perform all of their obligations under this Agreement at their own sole cost and expense.

18. Default.

a. Credit Union Default. The Credit Union will be in default of this Agreement ("Credit Union Default") if and when:

- (1) The Credit Union fails to observe and perform any covenant, condition, agreement or obligation on the Credit Union's part to be observed or performed pursuant to this Agreement, and such failure continues for a period of 30 calendar days after written notice to cure has been delivered to the Credit Union by the University that specifies such default and requests that such default be remedied ("Credit Union Cure Period"), provided however, if the default stated in the notice cannot be corrected within the Credit Union Cure Period, the University will not unreasonably withhold its consent to an extension of the Credit Union Cure Period if corrective action is instituted and diligently pursued by the Credit Union within the Credit Union Cure Period;
- (2) A voluntary or involuntary petition in bankruptcy is filed for or against the Credit Union or a bankruptcy or non-bankruptcy receiver or trustee is appointed for all, or substantially all, of the Credit Union's assets; or
- (3) The Credit Union becomes insolvent or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors.

b. University Default. The University will be in default of this Agreement if and when the University fails to observe and perform any covenant, condition, agreement or obligation on the University's part to be observed or performed pursuant to this Agreement, and such failure continues for a period of 30 calendar days after written notice to cure has been delivered to the University by the Credit Union that specifies such default and requests that such default be remedied ("University Cure Period"), provided however, if the default stated in the notice cannot be corrected within the University Cure Period, the Credit Union will not unreasonably withhold its consent to an extension of the University Cure Period if corrective action is instituted and diligently pursued by the University within the University Cure Period.

19. Termination. This Agreement will terminate: (a) upon expiration of the Term; (b) upon mutual written consent of the parties; (c) at the University's option, upon the Credit Union's failure to timely cure a Credit Union Default; (d) at the Credit Union's option, upon the University's failure to timely cure a University default; or (e) at the University's option, upon elimination of Gross Interchange paid by Visa and Visa's failure to replace or supplement Gross Interchange with another

payment method identical in scope and amount, creating a circumstance in which the University determines that the Credit Union's continued use of the Mailing List and the University Mark(s) under this Agreement is financially unjustifiable for the University. Upon termination or expiration of this Agreement:

- a. All obligations of either party under this Agreement, except those specifically referenced in Paragraph 37, will end;
- b. The Credit Union will immediately cease using the University Marks and Mailing List (except as may otherwise be permitted pursuant to another written agreement or written license entered into by the parties after the Effective Date of this Agreement) and will not issue any new or renewal Credit Cards, although this provision does not restrict the Credit Union from issuing new, renewal, or replacement credit cards without using any University Marks and/or information that the Credit Union obtained solely from any Mailing List; and
- c. The Credit Union will pay to the University, within 30 days of the effective expiration or termination date, all Base Royalties, Additional Royalties and other amounts due to the University as of the effective expiration or termination date.

20. Indemnification by the Credit Union. The Credit Union will defend, indemnify and hold the University, including individuals in both their official and personal capacities, (collectively the "University Indemnified") harmless from and against any and all claims, demands, suits, damages, judgments, liabilities, losses and expenses including without limitation property damage, personal or bodily injury to or death of any person, and reasonable attorneys' fees and actual expenses of litigation, to which the University Indemnified may become subject actually or allegedly arising out of or relating to: (a) any failure of the Credit Union to observe or perform any of the covenants, conditions, agreements or obligations on the Credit Union's part to be observed or performed pursuant to this Agreement; (b) any financial and/or other relationship between the Credit Union and a Customer; and/or (c) any other action or omission of the Credit Union .

21. Indemnification by the University. To the extent permitted by law, the University will defend, indemnify and hold the Credit Union, including individuals in both their official and personal capacities, (collectively the "Credit Union Indemnified") harmless from and against any and all claims, demands, suits, damages, judgments, liabilities, losses and expenses including without limitation property damage, personal or bodily injury to or death of any person, and reasonable attorneys' fees and actual expenses of litigation, to which the Credit Union Indemnified may become subject actually or allegedly arising out of or relating to: (a) any failure of the University to observe or perform any of the covenants, conditions, agreements or obligations on the University's part to be observed or performed pursuant to this Agreement; and/or (b) any other action or omission of the University. Notwithstanding any provision in this Paragraph or this

Agreement to the contrary, the University's obligation to defend, indemnify and/or hold the Credit Union Indemnified harmless is limited in all respects by the Michigan State Governmental Tort Liability Act, as amended, and nothing in this Agreement is intended to or can be deemed a waiver of governmental immunity by the University.

22. Non-Liability and Release. The University will not be liable to the Credit Union for, and the Credit Union releases the University from, any liability for any loss or damage of any kind, nature, or description, in damages or otherwise, including without limitation lost revenues or profits, any special, incidental or consequential damages that may accrue to the Credit Union or the Credit Union's business relating to this Agreement, even if the University had knowledge of the possibility of such potential loss or damage, and whether caused by fire, water, accident, riot, strike, act of God, acts of terrorism, any financial and/or other relationship between the Credit Union and a Customer, causes beyond the University's control, the University's actions in fulfilling the University's obligations hereunder, or from any other cause whatsoever. The Credit Union's sole remedies for a material breach of this Agreement by the University are injunctive relief and specific performance of this Agreement.
23. Force Majeure. Neither the Credit Union nor the University will be in breach hereunder by reason of their delay in the performance of or failure to perform any of their obligations herein if such delay or failure is caused by strikes or other labor disputes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, delays in transit or delivery, or any other event beyond their control.
24. Beneficiaries. This Agreement is for the sole and exclusive benefit of the University and the Credit Union and neither the University nor the Credit Union intends to create a benefit in favor of any Alumni, Customers and/or any other person, entity or third party.
25. Notices. All notices provided for in this Agreement must be in writing and will be deemed given when delivered in person or deposited in the United States Mail by registered or certified mail, postage prepaid, return receipt requested. Notices will be sent to the University c/o the Director of Alumni Relations, 201 John Dodge House, Oakland University, Rochester, Michigan 48309 with a copy to the Office of the General Counsel, 203 Wilson Hall, Oakland University, Rochester, MI 48309-4401, and to the Credit Union c/o John Savio, Vice President, 3265 Five Points Drive, Auburn Hills, Michigan 48326, or to any other person designated in writing by either party to receive notices pursuant to this Agreement.
26. Assignment. Neither party may assign any of their rights or obligations under this Agreement without the other party's prior written approval.

27. Non-Waiver. The failure of either the University or the Credit Union to exercise any of their rights under this Agreement for a breach thereof will not be deemed to be a waiver of such rights, nor will the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.
28. Remedies. The remedies provided in this Agreement are cumulative and the use of any such remedy by the University or the Credit Union will not preclude or waive the use of any other remedy provided in this Agreement. The remedies provided to the University in this Agreement are in addition to any other rights available to the University at law or in equity.
29. Approvals. All required determinations, approvals, consents, acceptances or exercises of discretion by or of the University, or by or of the Credit Union, will be at their sole and absolute discretion and without unreasonable delay. All such "approvals" must be obtained in advance and in writing.
30. Independent Contractor. In the performance of their respective duties and obligations under this Agreement, the University and the Credit Union are each an independent Contractor and neither is a partner, joint venturer, employee or servant of the other, and each is responsible only for its own conduct. Neither the University's nor the Credit Union's trustees, directors, officers, shareholders, members, employees, interns, students, Alumni, agents, volunteers, representatives, sub-contractor, assignees, successors or designees, in their official or personal capacities, are employees of the other for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security, or for any other purpose.
31. Applicable Law and Forum. Michigan law will govern the validity, construction and performance of this Agreement and Michigan will be the forum for any proceeding or suit at law or in equity arising from or incident to this Agreement.
32. Binding Effect. This Agreement will inure to the benefit of and be binding upon the University and the Credit Union and their respective successors and assigns.
33. Captions. The captions or headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any term, clause, provision or paragraph of this Agreement.
34. Entire Agreement. The Recitals are incorporated by reference into this Agreement. This Agreement contains the only and entire agreement between the parties and supersedes all prior discussions, negotiations, representations and agreements, whether verbal or in writing.
35. Severability. Except as provided in Paragraph 5e, if any term, clause, provision, or paragraph of this Agreement is declared by a court of competent jurisdiction to

be illegal, void, or unenforceable, such declaration will not affect the validity and enforceability of the remaining terms, clauses, provisions or paragraphs of this Agreement.

- 36. Amendments. No amendments to this Agreement or any provision of this Agreement will be effective unless it is in writing, approved by the University's Office of the General Counsel and signed by the University's President and the Credit Union's President.
- 37. Survival. Paragraphs 3c, 3d, 5, 10, 11, 16, 19b, 19c, 20, 21, 22, 28 and 31 of this Agreement will survive expiration or termination of this Agreement.
- 38. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

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

Oakland University:

Credit Union:

By: John W. Beaghan BCF  
John W. Beaghan  
Its: Vice President for Finance  
and Administration

By: Patrick McPharlin  
Patrick McPharlin  
Its: President / CEO

Date 2/16/07

Date 2-20-2007