

CONFIDENTIAL

BANKCARD JOINT MARKETING AGREEMENT

By and Between

CORNELL ALUMNI FEDERATION

and

CHASE BANK USA, N.A.


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BANKCARD JOINT MARKETING AGREEMENT

THIS AGREEMENT ("Agreement"), is made as of the 1st day of June, 2007 ("Effective Date"), by and between the **CORNELL ALUMNI FEDERATION**, a New York not-for-profit organization, having offices at 626 Thurston Avenue, Ithaca, NY 14853-2496 ("Group") and **CHASE BANK USA, N.A.**, a national banking association, having offices at Three Christina Centre, 201 North Walnut Street, Wilmington, Delaware 19801 ("Chase").

RECITALS

WHEREAS, Group and Chase previously entered into an Affinity Group Bankcard Agreement on February 10, 1997, as amended, to jointly market Chase's general purpose consumer credit cards branded with the Marks (as defined below in Paragraph 1(a) hereof) in conjunction with a national payment network association, (hereinafter referred to as "Credit Card(s)") and Enhancement Products, as defined in Paragraph 3(e) hereof, to the alumni and friends of the Cornell University (collectively, the "Group Members"); and

WHEREAS, Group and Chase desire to renew, amend and restate their agreement; and

WHEREAS, Group is willing to continue to make the Marks and Lists (as such terms are defined below) available to Chase in connection with Chase's offering of Credit Card(s) to and among the Group Members, subject to the terms and conditions of this amended and restated Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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DEFINITIONS. Each of the defined terms used in this Agreement shall have the definition assigned to it described in the indicated paragraph set forth on Exhibit A

1. License to Use Marks.

(a) License to Chase. During the Term of this Agreement, Chase and its affiliates shall have the right and license to use the respective name, trademarks, servicemarks, copyrights, logo(s), mascots, designs, artwork and other related proprietary images of Group and the Cornell University (the "University") set forth in Schedule 1 attached hereto (i) as they now exist or as they may be revised or modified during the Term hereof or (ii) any new marks developed by Group after the effective date hereof or developed by the University which the University, in its sole discretion, deemed appropriate for the Program (collectively, the "Group Marks" or "Marks") solely in connection with Chase's marketing, issuance and servicing of Credit Cards to Group Members under this Agreement which, together with Group's Direct Promotions, shall be hereafter referred to as the "Program". Group agrees it shall not and shall cause the University not to permit any person or entity, including a competitor of Chase to use its Group Marks in connection with or in any manner referring to any credit or charge card product targeted to Group Members without prior written consent of Chase. For clarification, the foregoing shall not be construed to apply to the University's corporate, purchasing or Cornell internal credit card intended for use of employees or students of the University. In the event of any unauthorized or illegal use of the Group Marks, Group and/or University shall cooperate with Chase in causing such unauthorized or illegal use to stop. Except for amounts paid to Group pursuant to Paragraph 7 and Schedule 7(a) hereof, Chase shall not be required to pay any additional amounts to Group in connection with the use of the Marks in conjunction with the Program. Following termination of this Agreement, Credit Card(s) and related materials issued during the Term hereof and related account documents may continue to bear the Marks until the expiration date displayed on the Credit Cards as of the effective date of such termination. Subject to and consistent with the rules and regulations of any applicable payment network association or entity, Chase shall comply with the standards established by Group with respect to the form of the Marks and their usage.

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(b) License to Group. During the Term of this Agreement, Group shall have the right and license to use the respective name, trademarks, servicemarks, copyrights, logo(s), designs, artwork and other related proprietary images of Chase (i) as they now exist or as they may be revised or modified during the Term hereof or (ii) any new marks developed by Chase after the effective date hereof (collectively, the "Chase Marks") in connection with Group's Direct Promotions under the Program. Examples of the current Marks are set forth in Schedule 1 attached hereto. Group shall not be required to pay any amount to Chase in connection with the use of the Chase Marks in conjunction with the Program. Upon termination of this Agreement, Group shall cease using the Chase Marks. Group shall comply with the standards established by Chase and provided to Group with respect to the form of the Chase Marks and their usage.

(c) Ownership of Marks. Subject to the license granted above, each of the Group and University is and shall remain the owner of all rights in and to the Group Marks, respectively. Any and all rights to the Marks not herein specifically granted and licensed are reserved by Group and the University. Except as otherwise specifically provided for in Paragraph 1(a) hereof, upon the termination of this Agreement, all rights conveyed hereunder with respect to the use of the Marks shall cease, and all such rights shall revert to the respective owner. Upon termination of this Agreement, Chase shall have no further right to market Credit Cards or any other product approved in writing by Group using the Group Marks or to further utilize any promotional materials containing the Group Marks. However, nothing contained herein shall require Chase to cancel any Account or to terminate any Credit Card issued in connection with this Agreement.

(d) Unauthorized Use of Marks. Each party agrees that any unauthorized use its Marks may cause immediate and irreparable harm to the owner of the Marks for which money damages may not constitute an adequate remedy. In that event, each party agrees that, in addition to any other remedies the owner of the Marks may have, the parties shall have the right to seek injunctive relief for any violation of the license to use its respective Marks.

2. Marketing Lists.

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(a) Providing the Lists. Chase may request Group to provide Chase with lists of all existing and prospective Group Members, including names, U.S. residential addresses, and only if available, residential telephone numbers for file matching purposes only (no outbound telemarketing permitted) via magnetic tape, cartridge, or other media which is mutually agreed upon (the "Lists"). Group shall use commercially reasonable efforts to provide as complete and accurate an unabridged List as possible of all Group Members. Group represents that the first List of names and residential addresses provided hereunder, shall consist of a minimum of 203,000 Group Members, who are U. S. and Canadian residents, eighteen (18) years of age and older, that have not notified Group of their election to exercise their rights under privacy opt-out, or "do-not-solicit" and "do-not-call" provisions; provided, however, that the fact that a Group Member has placed his or her name on the National Do Not Call Registry does not constitute notifying Group of such Member's election to exercise rights under privacy opt-out or "do-not-solicit" and "do not call" provisions ("Mailable Names"). Upon Chase's request, Group shall provide Chase with lists of Mailable Names derived from the Lists that satisfy certain specific targeting criteria enumerated by Chase to the extent such information is available in Group's database. Group shall provide all Lists to Chase at no additional cost to Chase other than the payments recited herein in Paragraph 7 and Schedule 7(a). Group agrees: (i) that an essential component of the Program is Group's ability to provide Lists to Chase and that, therefore, except as required by law, Group shall not modify or otherwise amend its privacy policy to prohibit Group from providing the Lists to Chase or Chase's designated agents as set forth in this Agreement; and (ii) it shall not sell, rent or otherwise in any manner permit or in any manner facilitate, directly or indirectly any person or entity, including a competitor of Chase, to use the Lists in connection with or in any manner associated with the marketing, soliciting or offering of credit cards, charge cards, or private label cards, without prior written consent of Chase.

(b) Use of Lists. Chase shall use the Lists provided by Group in accordance with the terms of this Agreement solely to market Credit Cards and, pursuant to Paragraph 3(e), Enhancement Products and for no other purpose. Chase may solicit Group Members to become Cardmembers through Chase's then current marketing channels, in accordance with the Marketing Plan agreed to by the parties pursuant to Paragraph 4(a)(iii), provided the Lists may be used for direct mail campaigns, at Chase's discretion, a maximum of six times per year. Chase shall not use such Lists to conduct outbound telemarketing

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campaigns with respect to the Program. Chase shall not sell, rent or otherwise make available such Lists to any unaffiliated third party (except for the purposes of fulfilling Chase's obligations under this Agreement and then subject to confidentiality and use restrictions as restrictive as those set forth in this Agreement with respect to such Lists) without the express written consent of Group. The Lists provided by Group are and shall remain the sole property of Group, except to the extent that information about a Group Member becomes available to Chase from a source other than Group, in which case such names shall also be owned by Chase but in the capacity such name became known to Chase. Chase will, subject to applicable law requiring their retention, return the Lists to Group or destroy them upon completion of each use and upon the termination of this Agreement. However, Chase may maintain separately all information that it obtains as a result of an Account relationship or from an application for an Account relationship with any Group Member. This information is a part of Chase's own files that shall not be subject to this Agreement; provided, however, that any use of such separate information shall in no way imply an endorsement by Group or be used to solicit Cardholders for any product or service not expressly permitted by Paragraph 3(e).

3. Offering of Credit Cards by Chase. Chase shall offer Credit Card(s) to Group Members in accordance with the following provisions:

(a) Chase Marketing. Subject to subparagraph (c) of this Paragraph 3 and Paragraph 4(a)(iii), Chase shall, at its own expense, design, develop and produce such Marketing Materials as it deems appropriate to promote the Program among Group Members, and Group shall not unreasonably impede Chase's administration of such promotional and solicitation activities. Promotion of the Program shall include Chase-conducted direct mail and access to Group and University channels and venues set forth in Schedule 3(a) and such other marketing channels as the parties may identify and mutually agree in writing. The solicitation of Group Members shall be conducted in accordance with the annual Marketing Plan described in Paragraph 4(a)(iii); provided that Chase reserves the right to limit its solicitation materials to those persons it selects in accordance with Chase's credit criteria and credit practices.

(b) Use of Group Marks on Credit Cards. Subject to federal, state and local law and any other applicable rules and regulations (e.g. Visa or

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MasterCard operating regulations), all approved Cardmembers shall receive Credit Card(s) issued by Chase. Group shall have the right to approve the creative design of the Credit Card and the use of its Group Marks on Credit Card(s), such approval not to be unreasonably withheld. In the event of any change in Group Marks, if Group requires the use of its new Group Marks in the Program, Group shall bear and promptly reimburse Chase for any additional expenses incurred by Chase in connection with the use of the altered Group Marks mutually agreed upon by Chase and Group, except, however, Group shall not be required to reimburse Chase for such expenses if Group: (i) provides Chase with at least 120 days advance notice of such pending change; and (ii) permits Chase to exhaust its existing mailing inventories of plastics with respect to the Program; and (iii) does not require Chase to cancel existing issued Credit Cards and issue replacement Credit Cards which bear the new Marks. Chase shall have the right to designate on the reverse side of the Credit Card(s) such information related to this Program or the credit card industry generally, as Chase shall deem appropriate.

(c) Preparation and Review of Marketing Materials and Premiums. Chase agrees to use commercially reasonable efforts to develop in concert with Group and as part of each Marketing Plan and utilize throughout the Term, Marketing Materials designed to target the distinct characteristics of Group Members. Each party shall submit to the other for prior approval, samples of all marketing, promotional or solicitation materials and Credit Card designs, bearing the Group or Chase Marks, printed or otherwise, which the submitting party intends to utilize to market the Program to and among Group Members ("Marketing Materials") as well as any merchandise used to encourage individuals to apply for or use Credit Cards ("Premiums"). Chase agrees to comply with all applicable federal and state laws, rules and regulations with respect to the conduct of any marketing initiatives. Group shall review the content and form only of such Marketing Materials and Premiums and not formatting or legal disclosures regarding the same for the purposes of protecting Group's reputation and goodwill. The reviewing party shall respond to the submitting party's requests for approval on a timely basis. Approval by the reviewing party of any Marketing Materials or Premiums submitted by the submitting party for review shall not be unreasonably withheld. In order to maintain Marketing Materials and Premium production and solicitation schedules, the reviewing party shall respond to submitting party's request for final approval of Marketing Materials or Premiums within five (5) business days

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following the reviewing party's receipt of such request. Chase further reserves the right to communicate information to Cardmembers which it normally sends to its other cardmembers and which does not utilize Group's Marks, without the prior approval of Group provided such information is not intended to offer products and services not permitted under Paragraph 3(e).

(d) Ownership of Work Product. Each party shall have and retain all ownership rights (including without limitation, ownership of any copyrights) in the copy, artwork, layouts, designs, scripts, storyboards, tape, film, mechanicals, and any other documents or material that constitute or are prepared in connection with the Credit Card or Marketing Materials (collectively, "Work Product"), but shall have no rights to the other party's Marks.

(e) Enhancement Products. Chase may use the Lists to market to Group Members and may market to Cardmembers, credit card insurance, credit card registration, and other credit card-related fee service products and services (collectively "Enhancement Products") via the Credit Card application for solicitations of Group Members and via the usual and customary marketing channels (excluding outbound telemarketing) for solicitations of Cardmembers. Chase may directly market to Cardmembers and Group Members other financial and non-financial products and services with the prior written consent of Group.

4. Additional Obligations.

(a) Marketing Assurances. In order to further the success of the Program, the parties agree:

(i) in the event that any of the marketing activities set forth herein violate any current or future applicable federal or state law or regulation or any policy of the parties, the parties, if required, shall immediately cease such activities and use commercially reasonable efforts to identify or develop alternative marketing opportunities that comply with such law, regulation or policy;

(ii) to use commercially reasonable marketing efforts to develop, test market and offer promotions to Cardmembers, including, but not

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limited to, special discounts and shopping opportunities, which shall be consistent with each party's business objectives and marketing strategies;

(iii) to establish within sixty (60) days after the execution of this Agreement, and at least thirty (30) days before each anniversary date of this Agreement, a marketing plan for the promotion of the Program which shall include at a minimum, the elements set forth on Schedule 4(a) (the "Marketing Plan").

(iv) to establish a joint management committee ("JMC") with at least two members from each of Chase and Group, one of which shall have decision making authority for the Program to meet (which may include by telephone) not less than twice per year to review Program performance including product competitiveness, marketing strategy, and the Rewards Program, and to modify the Marketing Plan as necessary or as the JMC may agree, including adjustments to the marketing strategy, Member communication material, Marketing Materials, and any other marketing initiatives that the parties agree to undertake during the upcoming six month period. Group's participation shall be to ensure that the Program serves the interests of Group Members and maintains Group's reputation and goodwill among its Group Members. The JMC shall review the Rewards Program on an ongoing basis throughout the term to ensure maintenance of a compelling and competitive rewards program within the college and university space which caters to the upscale demographics of Group Members.

(v) that action of the JMC shall be taken by majority vote of the committee members constituting the full committee. Each member of the JMC shall be entitled to one (1) vote on each matter placed before the JMC. In the event of a failure to agree on any matter of importance to the Program (an "Unapproved Matter") within ten (10) business days after the initial vote, then initially a senior level Chase executive and a senior level Group executive who are not members of the JMC, shall in good faith attempt to resolve the matter within ten (10) business days after submission of the matter to such executives. If the executives fail to reach a resolution, the matter shall be dealt with in accordance with Paragraph 24 of this Agreement.

(b) Website Access.

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(i) Group shall prominently place fixed banners on the homepage (above the fold to the extent possible) and on the checkout or point-of-sale pages, if any, of its current alumni and athletic websites located at www.alumni.cornell.edu and www.cornellbigred.cstv.com or any successor or future websites ("Websites"), for the Program with a link to a Chase web page in order promote the Program and to enable Group Members and other users to apply for a Credit Card.

(ii) Group may post other information regarding the Program on its website subject to Chase's prior review and approval pursuant to Paragraph 3(c). At Chase's request, Group agrees to update or remove any such information posted to any of its websites within 15 days of the request. Group further agrees that if Chase makes the request to remove or update such information in response to a request or formal action taken by its regulator, an attorney general, pursuant to an order of a court or other legal process, in response to consumer complaints, or at the request of a consumer advocacy Group, Group shall use diligent efforts to expedite the removal or updating of such information.

(c) Athletic Event and Campus Marketing. Group shall also provide or cause to be provided to Chase, at no cost to Chase, with access to all University home athletic events (including diligent effort to provide access to playoffs, if any) to market the Program. With respect to each University home athletic event, Chase shall be provided marketing and promotional opportunities and vehicles set forth in Schedule 3(a) to solicit credit card applications and give away Premiums provided by Chase to all persons who apply for or Activate a Credit Card. Each distribution table shall be in a location that is prominent with respect to visibility and pedestrian foot traffic. Group, at its expense, shall use diligent efforts to provide reasonable access to the campus of the University to alumni events to conduct other various marketing and promotional campaigns the parties may determine are appropriate to solicit Credit Card applications and give away Premiums provided by Chase to persons who apply for a Credit Card.

(d) Rewards Program. Chase shall develop and continue to employ rewards programs for the Credit Card which will be appealing to the distinct characteristics of Group Members and competitive with those offered by Chase on behalf of any other Ivy League or elite university ("Rewards

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Program(s)"). The final Rewards Program(s) shall be subject to Group's prior written approval not to be unreasonably withheld. Chase agrees to maintain the existing fee-based rewards program for the current base of Cardmembers signed up for such program unless the parties agree otherwise and further agrees that any phase-out of such program shall be conducted in a manner to minimize Cardmember disruption. Subject to agreement of the parties, Chase may, as part of the Rewards Program(s), utilize its existing or future proprietary rewards programs for the benefit of Cardmembers based on the usage of the Credit Card whether or not such rewards programs are administered by Chase or through another partnership or credit card program offered by Chase. Such Rewards Programs shall be funded solely by Chase and may include travel rewards and cash back programs which may be customized for the Program as well as customized University-oriented redemption options made accessible by Group at Chase's expense. The parties agree to establish and schedule implementation of the Rewards Program(s) in conjunction with the Marketing Plan. No custom changes inconsistent with Chase's like Ivy League or elite university rewards programs may be made to the Rewards Program without mutual agreement of the parties and any change shall be subject to the first sentence of this Paragraph 4(d).

(e) E-Mail Services - General. In the event Chase and Group determine to utilize email as a marketing channel for the Program, Group shall execute the e-mail marketing campaigns ("e-mail Campaigns") in accordance with the specifications and procedures provided by Chase, prepared for each such campaign, signed by both parties and attached to this Agreement. Unless any provision hereof is specifically excluded or modified in a particular schedule, each such schedule shall be deemed to incorporate therein all the terms and conditions of this Agreement and may contain such additional terms and conditions as the parties may mutually agree.

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5. Direct Solicitations by Group. In accordance with the Marketing Plan, Chase shall permit Group, subject to reasonable restrictions set forth by Chase, to directly solicit applications for Credit Cards from Group Members without the direct participation of Chase ("Group Direct Promotions") for which Group shall receive the Marketing Fee described in Schedule 5 in lieu of the Account Royalty referenced in item 1(a) of Schedule 7(a). Examples of Group Direct Promotions shall include, without limitation, Accounts acquired as a result of Group-conducted mailings or insertions (e.g. season ticket holder mailings), Group-conducted tabling, Group e-newsletters, Group Websites placements, etc. The Program shall be included in:

- a minimum of two (2) annual email campaigns per year to alumni and one email campaign per year to University faculty and staff
- a full-page color advertisement two (2) times per year in the Group magazine and inclusion in a least one Group direct mail campaign per year.

All Marketing Materials and Premiums developed or offered by Group must be reasonably approved in writing by Chase prior to distribution by Group; however, any Credit Card applications used for this Program must be supplied to Group by Chase. Unless otherwise agreed to by Chase and Group, all marketing expenses associated with Group Direct Promotions shall be borne solely by Group. Chase, upon reasonable written notice to Group, may reasonably restrict or terminate Group Direct Promotions that result in (i) legal risk, (ii) reputational harm, (iii) unacceptably low approval rates on a campaign basis as compared to typical acceptance rates for similar campaigns, (iv) excessive fraud related to the Accounts compared to similar campaigns conducted in similar situations, (v) fail to meet Chase's anticipated business goals for the Program which shall not impose more onerous standards than any other college and university program or (vi) that otherwise affect Chase or the Program in a material adverse way.

6. Issuance of Credit Cards.

(a) Issuing Policies and Credit Practices. Chase shall issue Credit Cards to and establish accounts for eligible Group Members and other interested persons in accordance with Chase's credit, fraud and credit card

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issuing policies and practices ("Accounts"). All decisions concerning the creditworthiness of any potential Cardmember shall be made at the sole discretion of Chase.

(b) Cardmember Agreement. Credit Cards issued by Chase to approved Group Members pursuant to the Program ("Cardmember(s)") and this Agreement shall be governed by terms of cardmember agreements to be entered into between such persons and Chase. Such cardmember agreement shall specify that the laws of the State of Delaware, and as applicable, federal law, shall govern the terms and conditions of such Account and the extension of credit by Chase to the Cardmember. Notwithstanding any other limitations contained in this Agreement, Chase shall have the right to amend such cardmember agreements at any time in accordance with applicable law; however, unless required by law, no change shall be made to the Rewards Program(s) except as provided in Section 4(d).

(c) Ownership of Accounts. Group shall not possess any ownership interest in or liability for Credit Cards issued and Accounts established pursuant to this Agreement. In addition, any and all outstanding balances with respect thereto (including, without limitation, all amounts owing for the payments of goods and services, periodic finance charges, and late and other charges) and all records developed and retained by Chase in connection therewith shall be the sole property of Chase or its assigns.

7. Royalties and Guarantees.

(a) Payment of Royalties. During the Term of this Agreement, in consideration of the obligations under this Agreement, Chase shall pay to or on behalf of Group certain Account, Renewal, and Sales Royalties (collectively, the "Royalties") as set forth on Schedule 7(a) attached hereto and in consideration for Group's efforts pursuant to Paragraph 5 shall pay to or on behalf of Group the Marketing Fee set forth on Schedule 5 attached hereto. In addition, during the Initial Term, Chase shall pay Group a Guarantee in the amount of and subject to the terms and conditions as set forth on Schedule 7(a) attached hereto. Notwithstanding the foregoing, Chase shall not be obligated to pay (i) any Royalties or Marketing Fee specifically and expressly prohibited by law, or (ii) any duplicate Royalties in the event that the Accounts on which such Royalties are calculated represent substitute Accounts, including, but not limited to,

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Accounts which are established due to the loss or theft of a Cardmember's existing Credit Card.

(b) Royalty and Other Reporting. Chase shall provide Group with a reconciliation report within sixty (60) days following the end of each calendar quarter setting forth the amount of Royalties earned by Group during such calendar quarter. Any amounts owing to Group and payable pursuant to the terms of this Paragraph shall be paid to or on behalf of Group within sixty (60) days following the end of such calendar quarter. In addition, Chase shall provide the following information in semi-annual reports:

Portfolio Reports (By Credit Card Product (Rewards/Non-Rewards))

EOP Outstandings
Active Accounts with purchase (% Open)
New Accounts
Open Accounts
Statements- % of open
Net Retail Sales
Sales Tickets
Average Sales Ticket
Sales per Statement

Acquisition Reports (by Channel)-

% pre-approved
% full application
Mail base
Accounts opened
Net response rate
Gross Response Rate
Approval Rate
Responses to direct mail
Direct Mail Waterfall analysis (provided one time per year upon request)

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8. Cardmember Statements Inserts and Messaging. Subject to reasonable space, weight, size, content, and scheduling restrictions, and upon Chase's prior review and approval, Group may from time to time, but no less frequently than six times per year, include informational inserts or statement messages in billing statements mailed by Chase to Cardmembers. Provided however, inserts and statement messages that may be required by law, regulation or otherwise by Chase's marketing plans, shall have priority over such inserts and statement messages and shall be inserted into billing statements prior to the insertion or inclusion of any inserts or statement messages of Group. Chase will pay for the normal cost of mailing statement inserts as described above, excluding the cost of preparing, producing and shipping to Chase the actual insert which shall be the sole responsibility of Group. Group may, at its expense, develop and distribute through a statement insert, a "thank you" message that shall be mailed on an annual basis during the Term to all Cardmembers receiving a statement. The timing of the statement insert shall be determined by Group with input from Chase. The content of the message shall be subject to Chase's review and approval, which shall not be unreasonably withheld or delayed.

9. Records and File Protocol.

(a) Records. During the Term of this Agreement and for twelve (12) months thereafter, Chase agrees that it will maintain for 12 months prior to archiving, accurate records with respect to the Program established by Chase under this Agreement. Such records shall be subject to Audit pursuant to Paragraph 27.

(b) File Protocol. During the Term of this Agreement, Group shall comply with Chase's data exchange technical specifications and standards, including but not limited to file transfer, protocols and standards, file formats and layouts. Group shall obtain and maintain at its expense encryption/decryption software acceptable to Chase. In the event the cost of such software exceeds \$1,000, Chase shall pay for such costs in excess of \$1,000.

10. Relationship. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, joint venture, partnership or fiduciary relationship between the parties, and neither party shall have the right or authority to act for or on behalf of the other party.

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11. Confidentiality/Safeguarding Data.

(a) General Confidentiality. The parties acknowledge and agree that the terms of this Agreement and all information provided to or in connection with either party's performance under this Agreement shall be considered confidential and proprietary information ("Confidential Information") and shall not be disclosed to any third party (other than its affiliates and agents with a need to know) by the party receiving Confidential Information ("Receiving Party") without the prior written consent of the party providing the Confidential Information ("Disclosing Party"). Confidential Information shall include, without limitation: (i) Nonpublic Personal Information, including names and addresses provided in the Lists; (ii) demographic, behavioral, and credit information relating to Group Members, Cardmembers, prospective Cardmembers or the Lists provided to Chase pursuant to Paragraph 2; (iii) terms of this Agreement, marketing materials, strategies and targeting methods; (iv) business objectives, assets and properties; and (v) programming techniques and technical, developmental, cost and processing information. Unless inconsistent with the provisions of subsection (b) below, the obligations with respect to Confidential Information shall not apply to Confidential Information that: (i) either party or its personnel already know at the time it is disclosed as shown by their written records; (ii) is publicly known without breach of this Agreement; (iii) either party received from a third party authorized to disclose it without restriction; (iv) either party, its agents or subcontractors, developed independently without use of Confidential Information; or (v) either party is required by law, regulation or valid court or governmental agency order to disclose, in which case the party receiving such an order must give prompt notice to the other party, allowing them to seek a protective order.

(b) Cardmember Privacy. All capitalized terms used in this Paragraph 11 and not otherwise defined shall have the meanings throughout this Agreement set forth in the Federal "Privacy of Consumer Financial Information" Regulation (12 CFR Part 40), as amended from time to time (the "Privacy Regulation"), issued pursuant to Section 504 of the Gramm-Leach-Bliley Financial Modernization Act of 1999 (15 U.S.C. 6801 *et seq.*). The parties acknowledge that the Privacy Regulation governs disclosures of Nonpublic Personal Information about Consumers, including Cardmembers and that Nonpublic Personal Information is included in the definition of "Confidential

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Information" in this Agreement. Group and Chase each hereby agree that with respect to Nonpublic Personal Information provided to the Receiving Party, the Receiving Party shall:

(i) To the extent applicable to Group, comply with the terms and provisions of the Privacy Regulation, including, without limitation, the provisions regarding the sharing of Nonpublic Personal Information;

(ii) Not disclose to any third party other than affiliates without prior consent or use any Nonpublic Personal Information that it obtains from the Disclosing Party except to carry out the purposes for which the Disclosing Party provided such Nonpublic Personal Information;

(iii) Where and when applicable, comply with Chase's Partner Information Security Standards as described in attached Schedule 11(b)(iii), as the same may be revised from time to time and provided to Group, and upon reasonable notice from Chase, shall permit Chase to audit Group's operations for compliance with Chase's Partner Information Security Standards.

(v) Not make any changes to its security measures that would increase the risk of an unauthorized access to Nonpublic Personal Information or cause a violation of the Privacy Regulation.

With respect to Nonpublic Personal Information released to the Receiving Party by the Disclosing Party, the Receiving Party shall control access to any network or system on which Nonpublic Personal Information from the Disclosing Party is stored through the use of information security measures restricting access to Nonpublic Personal Information only to those with a need to know.

(c) Use of Confidential Information. The Receiving Party shall use Confidential Information only for the purpose of performing the terms of this Agreement and shall not accumulate in any way or make use of Confidential Information for any other purpose. The Receiving Party shall ensure that only its employees, authorized agents, or subcontractors who need to know Confidential Information to perform this Agreement will receive Confidential Information and that such persons agree to be bound by the provisions of this Paragraph and



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maintain the existence of this Agreement and the nature of their obligations hereunder strictly confidential.

(d) Loss of Confidential Information. In the event of any disclosure or loss of, or inability to account for, any Confidential Information of the Disclosing Party, the Receiving Party shall promptly, at its own expense: (i) notify the Disclosing Party in writing; (ii) take such actions as may be necessary or reasonably requested by the Disclosing Party to minimize damages from such disclosure or loss; and (iii) cooperate in all reasonable respects with the Disclosing Party.

(e) Unauthorized Use or Disclosure of Confidential Information. Each party agrees that any unauthorized use or disclosure of Confidential Information may cause immediate and irreparable harm to the Disclosing Party for which money damages may not constitute an adequate remedy. In that event, each party agrees that injunctive relief may be warranted in addition to any other remedies the Disclosing Party may have. In addition, the Receiving Party agrees promptly to advise the Disclosing Party in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information which may come to its attention and to take all steps at its own expense reasonably requested by the Disclosing Party to limit, stop or otherwise remedy such misappropriation, disclosure or use.

(f) Return or Destruction of Confidential Information. Upon either party's demand, and upon the termination of this Agreement, the parties shall comply with each other's reasonable instructions regarding the disposition of Confidential Information that may include return of any and all Confidential Information (including any copies or reproductions thereof), excluding any archival copy retained systemically as a function of the Receiving Party's disaster recovery process or material provided to the Receiving Party's (i) Board of Directors (or that of its ultimate parent corporation) or (ii) its regulators. Such compliance shall be certified in writing, including a statement that no copies of confidential information have been kept.

(g) Use of a Party's Name. Except as necessary for its performance under this Agreement, neither party shall use the name of the other party, its affiliates or subsidiaries in connection with any representation, solicitation, promotion, sales or marketing publication or advertisement, or make

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any public statement relating to such other party, its affiliates or subsidiaries, without the prior full disclosure of same to the other party, and the prior written consent of such other party. Notwithstanding the foregoing, Group agrees that during the Term, Chase may include Group's name and Group's Marks in connection with any materials listing affinity credit card partners that Chase may publicize.

(h) Press Releases. Except as may be required by law, regulation or any governmental authority, neither party, nor any of its affiliates, shall issue a press release or make a public announcement related to the subject matter of this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld or delayed.

(i) Confidential Information Requests by Third Parties. Chase acknowledges that University may be subject to the provisions of an open records law (the "Act") and that under certain circumstances, Group and/or University may be required to release Confidential Information to a third party under the Act. In the event that Group and/or University receives a request for Confidential Information from any third party under the Act, Group shall exercise and if it is notified by the University of such a request, shall use diligent efforts to cause the University to exercise its commercially reasonable efforts to notify Chase as soon as possible of such request pursuant to the notification provisions of this Agreement and to comply with the provisions of this Paragraph regarding such request. Such notification shall include a copy of the written request received by Group and/or University. As soon as is reasonably possible following such notice, Group shall provide Chase with copies of any documents and/or other materials that Group believes to be responsive to such request and shall use diligent efforts to cause the University to do the same. Group shall respond to such request by either: (i) rejecting such request; or (ii) acknowledging receipt of such request and advising the requesting party that a subsequent response will be forthcoming, and Group shall use diligent efforts to cause the University to do the same. Chase shall, prior to the date upon which Group and/or University is required by law to provide such information, and in no event later than ten (10) business days from the date of Group's and/or University's response, to take whatever action (legal or otherwise) it deems necessary (at its sole expense) to prevent the disclosure of Confidential Information by Group and/or University. Group shall provide Chase with reasonable assistance (and Group shall use diligent efforts to cause the

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University to do the same, except that Group and/or University shall not be required to take any action that would result in Group and/or University incurring additional direct out-of-pocket expenses unless such expenses are reimbursed to Group and/or University by Chase. In the event Chase fails to commence any act to prevent the disclosure of Confidential Information within such ten (10) business day period, any subsequent disclosure of Confidential Information by Group shall not constitute a breach of this Paragraph 11.

12. Representations, Warranties and Mutual Covenants.

(a) Chase. Chase represents and warrants as of the date hereof that: (i) it is a national banking association duly organized, validly existing and in good standing under the laws of the United States; (ii) the execution and delivery by Chase of this Agreement, and the performance by Chase of the transactions contemplated hereby, are within Chase's corporate powers, have been duly authorized by all necessary corporate action, do not require any consent or other action by or in respect of, or filing with, any third party or governmental body or agency (other than informational filings required by any applicable payment network association), and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law or regulation or of the charter or by-laws of Chase or of any agreement, judgment, injunction, order, decree or other instrument binding upon Chase; and (iii) it is the owner of, and/or has the right to and is authorized to grant to Group the right and license to use the Chase Marks and it is not currently aware of any claims, and is not currently involved in any litigation, challenging Chase's ownership of or rights to the Chase Marks.

(b) Group. Group represents and warrants as of the date hereof that: (i) it is duly organized, validly existing and in good standing under the laws of the State of New York (ii) the execution and delivery by Group of this Agreement, and the performance by Group of the transactions contemplated hereby, are within Group's powers, have been duly authorized by all necessary action, do not require any consent or other action by or in respect of, or filing with, any third party or any governmental body or agency, and do not contravene, violate or conflict with, or constitute a default under, any provision of applicable law, regulation, or under any governing documents, charter or bylaw, or any agreement, judgment, injunction, order, decree or other instrument


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binding on Group and do not require the payment of any other fees or royalties, except as set forth herein, on the part of Chase; (iii) it is the owner of, and/or has the right to and is authorized to grant to Chase the right and license to use the Group Marks and it is not currently aware of any claims, and is not currently involved in any litigation, challenging Group's ownership of or rights to the Group Marks; (iv) it has the right to provide the Lists as described herein; (v) there exist and shall continue to exist authorizations, approvals and/or undertakings to Group from the University or other third parties providing for the execution and delivery by Group of any and all obligations under this Agreement not otherwise deliverable by Group directly and that such authorizations, approvals and/or undertakings are valid and enforceable; (vi) it has the right to grant access to University athletic events and to the University campus for purposes not inconsistent with this Agreement.

(c) Mutual Covenants.

(i) Each of the parties covenant and agree as of the date hereof and thereafter during the Term that it has not suffered any event that has or could reasonably be expected to have a material adverse change in, or material adverse effect upon, (including but not limited to) its business, operations, properties, assets, liabilities, reputation or condition (financial or otherwise) or a material impairment to the Program or of the party's ability to perform its obligations under this Agreement.

(ii) The parties further agree to abide by all laws, rules and regulations applicable to that party's obligations under the Agreement. To the extent any violation is caused by actions based on the direction, advice or approval of the other party, the same shall not constitute a breach of this Agreement.

13. Indemnification.

(a) Indemnification by Group. Group shall indemnify, defend and hold Chase harmless from and against all claims, actions, suits or other proceedings brought by a third party, and any and all losses, judgments, damages, expenses or other costs (including reasonable counsel fees and disbursements) ("Claims"), arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of Group

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contained in Paragraph 12 above, (ii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by Chase of the Group Marks as contemplated by this Agreement, (iii) Group Direct Promotions or e-mail Campaigns except where such claims arise out of (x) any action by Chase or (y) Group's use of forms or material provided to Group or approved by Chase, or (iv) any actual or alleged negligent act or omission or willful misconduct of Group or the University or the respective directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.

(c) Indemnification by Chase. Chase shall indemnify, defend and hold Group harmless from and against all Claims arising from or in any way relating to (i) any actual or alleged violation or inaccuracy of any representation or warranty of Chase contained in Paragraph 12 above, (ii) any actual or alleged act or omission of Chase in connection with the solicitation or issuance of Credit Card(s) and/or the administration of Accounts, (iii) any actual or alleged infringement of any trademark, copyright, trade name or other proprietary ownership interest resulting from the use by Group of the Chase Marks as contemplated by this Agreement, or (iv) any actual or alleged negligent act or omission or willful misconduct of Chase or its directors, officers, employees, agents or assigns in connection with the retention of confidential information following the termination of the Agreement as provided for in Paragraph 11(f), or (v) any actual or alleged negligent act or omission or willful misconduct of Chase or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.

14. Exclusivity.

(a) Cards. During the Term of this Agreement, Chase shall have the exclusive right to use the Lists and the Marks to offer credit card, charge card, or private label cards to Group Members in the United States and in Canada, and Group agrees and shall use diligent efforts to cause the University to agree that during the Term hereof each shall not by itself or in conjunction with others, directly or indirectly, or through any parent, affiliate or subsidiary, enter into any agreement with others for the provision of or an any manner offer or endorse or encourage the use of a credit card, charge card, or private label cards (other than the Credit Card), with or without Group's Marks and/or any rewards programs associated with such credit card, charge card, or private label

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card to Group Members in the United States and in Canada. The participation of the University in a financial services program (except for credit card products as hereafter provided) for faculty and staff and/or students shall not be deemed a violation of this provision. Furthermore, Group Members that are faculty, staff and/or students may be offered a credit card product (such as a corporate card or a procurement card) by the University shall not be deemed a violation of this Paragraph.

(b) Upon the parties reaching an agreement regarding any new business opportunity in Paragraph 15, the exclusivity provisions of this Paragraph 14 shall also apply to the new business opportunity.

15. Other Business Opportunities. Chase and Group shall work together to identify other mutually beneficial and mutually agreeable Business Opportunities (as defined below) in addition to the Program. In the event that Group elects to enter into an agreement to provide any of the products described below, other than those referred to Paragraph 14(a), Group shall provide written notice to Chase, and Group and Chase shall negotiate in good faith with each other and exclusively, for a period of sixty (60) days following written notification from Group. Following the sixty (60) day period, if the parties have not reached substantial agreement as to the material business terms of the product, Group shall have the unrestricted right to negotiate and enter into an agreement with a third party. "Business Opportunities" shall be applicable to Group only, and shall include, to the extent Group does not have a current arrangement, corporate and purchasing cards, debit, and other payment card, retail banking products (including deposit and loan products), education finance, commercial and small business loans, investment accounts, and brokerage accounts, with or without Group's Marks.

16. Term. Subject to the provisions of subparagraphs 17 (a)-(c) below, this Agreement shall be effective as of the Effective Date and shall continue for an initial term of seven (7) years until May 31, 2014 (the "Term").

17. Default/Termination.

(a) Material Default. If there is a material default by either party in the performance of the terms and conditions of this Agreement, and such default shall continue for a period of 30 days after receipt by the defaulting

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party of written notice thereof from the nondefaulting party (setting forth in detail the nature of such default), then this Agreement shall terminate at the option of the nondefaulting party as of the 31st day following the receipt of such written notice. If, however, the default cannot be remedied within such thirty (30) day period, such time period shall be extended for an additional period of not more than thirty (30) days, so long as the defaulting party has notified the non-defaulting party in writing and in sufficient detail of its plans to initiate substantive steps to remedy the default and diligently thereafter pursues the same to completion within such additional thirty (30) day period.

(b) Insolvency. This Agreement shall be deemed immediately terminated, without the requirement of further action or notice by either party, in the event that the other party, or a direct or indirect holding company of such other party: (i) shall become subject to voluntary or involuntary bankruptcy, insolvency, receivership, conservatorship or like proceedings (including, but not limited to, the takeover of such party by the applicable regulatory agency) pursuant to applicable state or federal law; (ii) shall take any action to authorize commencement of any such proceeding; or (iii) ceases to conduct its normal and customary business operations.

(c) Material Change in Law, Etc. In the event that any material change in any federal, state or local law, statute, operating rule or regulation, or any material change in any operating rule, regulation or policy of MasterCard International Inc. ("MasterCard"), Visa USA, Inc. ("Visa") or any other applicable payment network association or entity makes the continued performance of this Agreement under the then current terms and conditions commercially impractical or illegal, the parties will use good faith efforts to modify the Program and provisions of this Agreement to continue performance of this Agreement in a legal and commercially practical manner. If the parties are unable to reach agreement on acceptable modifications to this Agreement within sixty (60) days, either party then may terminate this Agreement upon ninety (90) days advance written notice, or sooner as may be required by applicable law. Such written notice shall include a detailed explanation and evidence of the commercial impracticality or illegality imposed as a result of such change and the terminating party's inability to continue with performance under this Agreement as currently structured. Such termination shall be without liability, penalty or damages to the terminating party. The parties agree that this provision is not exercisable by Chase under circumstances where the Program

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proves to be unprofitable merely as a consequence of adverse market factors or general economic conditions and not as a result of a material change in law as described above.

(d) Effect of Termination. Upon termination of this Agreement:

(i) The parties each shall promptly destroy or return to the other all materials, including take-ones, Lists, Marketing Materials and other Confidential Information that have been exchanged pursuant to this Agreement, such destruction to be certified in writing, including a statement that no copies have been kept;

(ii) All Accounts that have been opened pursuant to the terms hereof, together with all Accounts for which applications have been received but not yet processed by Chase as of the effective date of such termination, shall remain the sole and exclusive property of Chase;

(iii) Chase may issue card(s) to applicants whose applications are received after the effective date of such termination, and replace Credit Cards with any payment card product offered by Chase or its affiliates and without any reference to Group on such card(s);

(iv) Except as otherwise specifically set forth herein, all obligations to Group shall cease on the effective date of such termination.

(v) Chase's obligation to pay Royalties shall cease immediately upon the termination of this Agreement by either party, provided that such Royalties shall be reconciled and paid to the date of termination.

(vi) Upon termination of this Agreement by Chase pursuant to paragraphs 17(a) (b) or (c, if terminated because of illegality versus commercially impracticality) above, Group shall remit to Chase within ten (10) days of the effective date of such termination the lesser of (A) the unearned portion of the Guarantee, calculated as the Guarantee minus the total Royalties paid through termination or (B) the prorated portion of the Guarantee calculated as of the termination date of this Agreement as follows: the Guarantee multiplied by a fraction the numerator of which the number of full months remaining in the

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Term and the denominator of which is the number of full months in the Term of the Agreement (84 months). For example: if on the termination date there are 37 full months remaining. Therefore, $\$6,300,000 \times 37/84$ (44.04%) = \$2,774,520. Under no circumstances, other than as set forth in this subparagraph (vi), shall Group be required to repay the Guarantee.

(vii) Chase and Group will develop a joint notice to Cardmembers regarding the termination of the Program within thirty (30) days of the effective date of expiration or termination. Such notice shall be in the form of a prominent statement message included on the first page of the monthly billing statement sent by Chase in the two (2) months preceding and the two (2) months following the expiration or termination of the Program. Additionally, the parties may elect to provide a separate and additional joint correspondence to Cardmembers, the cost of which shall be shared equally by the parties. Chase will be responsible for drafting the notice, and the content and format will be subject to Group's prior written approval, which will not be unreasonably withheld. If the parties are unable to agree on the language and format of the notice within the thirty (30) day period, each party at its own cost may inform Cardmembers about the Program's termination without stating the reasons for termination.

18. Non-Competition. With respect to all Accounts established pursuant to this Agreement, Group agrees that neither Group, its affiliates, including the University, nor any entity which Group controls shall by itself or in conjunction with others, directly or indirectly, during the Term of this Agreement and for a period of one (1) year following the termination of this Agreement for any reason whatsoever, specifically target any offer of a credit card or charge card a to Cardmembers. Provided however, Group and/or the University may, after termination of this Agreement, offer current Cardmembers the opportunity to participate in another credit card program endorsed by Group and/or the University, provided Group and/or the University does not make such offer only to such Cardmembers but rather as a part of a general solicitation to all Group Members and provided further no such existing Cardmembers are directly or indirectly identified as a Cardmember of Chase, or offered incentives different from that offered to all Group Members.

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19. Notices. Any and all notices or other communications required or permitted under this Agreement shall be in writing and shall be delivered either by personal delivery; by telecopy; by nationally recognized overnight courier service; or by certified or registered mail, return receipt requested, addressed as follows:

If to Chase, to:

CHASE BANK USA, N.A.
Three Christina Centre
201 North Walnut Street
Wilmington, DE 19801
Attention: Executive Vice President, Relationship
Management

with a copy at same address to:
General Counsel
Fax: 302-282-8361

If to Group, to:

CORNELL ALUMNI FEDERATON
626 Thurston Avenue
Ithaca, NY 14853-2496
Attention: Secretary/Treasurer

with a copy to:

or to such other person or address as either party shall have previously designated to the other by written notice given in the manner set forth above. Notices shall be deemed given one day after sent, if sent by telecopy or by overnight courier; when delivered and receipted for, if hand delivered; or when receipted for (or upon the date of attempted delivery where delivery is refused) if sent by certified or registered mail, return receipt requested. Where notice requires a response in ten (10) or fewer business days, the notice shall be sent by hand delivery or telecopy.

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20. Assignment. Neither party may assign its rights and/or obligations pursuant to the Agreement without the prior written consent of the other party to this Agreement. Provided, however, notwithstanding the foregoing, (i) Chase may assign this Agreement and any of Chase's rights and obligations, to its affiliates, subsidiaries, or parent; and (ii) Chase may, upon delivery of prior written notice to Group, assign this Agreement to any other federally regulated financial institution upon the condition that the assignee shall assume, either expressly or by operation of law, all of Chase's obligations hereunder.

21. Entire Agreement/Amendment. This Agreement, including exhibits, constitutes the entire understanding between the parties with respect to the subject matter, and supersedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. No amendment or modification of this Agreement shall be effective unless it is in writing and executed by all of the parties hereto.

22. Non-Waiver of Default. The failure of either party to insist, in any one or more instances, on the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the non-performing party with respect thereto shall continue in full force and effect.

23. Severability. In the event that any provision of this Agreement shall, for any reason, be deemed to be invalid and unenforceable, the parties shall use commercially reasonable efforts to modify the Agreement consistent with the original intent of the parties and the remaining provisions of this Agreement shall remain in full force and effect.

24. Alternative Dispute Resolution. Group and Chase hereby agree that all disputes shall be resolved pursuant to this Paragraph, except that equitable relief may be sought pursuant to the confidentiality provisions of Paragraph 11 from any court of competent jurisdiction.

(a) Informal Dispute Resolution. Any controversy or claim between Group, on the one hand, and Chase on the other hand, arising from or in connection with this Agreement or the relationship of the parties under this

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Agreement whether based on contract, tort, common law, equity, statute, regulation, order or otherwise ("Dispute") shall be resolved as follows:

(i) Upon written request of either Group or Chase, a duly appointed representative(s) of each party will meet for the purpose of attempting to resolve such Dispute. Should they be unable to resolve the Dispute, the Executive Director of Group will meet with Chase's Executive Vice President, Relationship Management (the "Executives") in an effort to resolve the Dispute. Said meeting shall be in person or by telephone.

(ii) The Executives shall meet as often as the parties agree to discuss the problem in an effort to resolve the Dispute without the necessity of any formal proceeding.

(iii) Formal arbitration proceedings for the resolution of a Dispute may not be commenced until the earlier of:

(A) the parties concluding in good faith that amicable resolution through the procedures set forth in subsections (i)-(ii) hereof does not appear likely; or

(B) the expiration of the thirty-five (35) day period immediately following the initial request to negotiate the Dispute;

provided, however, that this Paragraph will not be construed to prevent a party from instituting formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors or to seek temporary or preliminary injunctive relief. The commencement of a proceeding pursuant to this provision does not relieve a party from the executive consultation requirement contained in this Paragraph.

(b) Arbitration.

(i) If the parties are unable to resolve any Dispute as contemplated above, such Dispute shall be submitted to binding arbitration at the election of either Group or Chase (the "Disputing Party"). The arbitration shall be submitted to the American Arbitration Association ("AAA") to be administered in accordance with the provisions of its Commercial Arbitration

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Rules, (including the Emergency Interim Relief Procedures, and the Procedures for Large, Complex Commercial Disputes, but only to the extent that the Procedures for Large, Complex Commercial Disputes apply).

(ii) Within fifteen (15) days after the commencement of such arbitration, each party shall select one person to act as arbitrator. The two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the AAA shall select the third arbitrator. The panel shall be knowledgeable in the commercial aspects of co-branded credit card programs similar to the Program. The place of arbitration shall be New York City, New York. The United States Arbitration Act shall govern the interpretation of, enforcement of, and proceedings pursuant to this section. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" as used in this section means all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. The award of the arbitrators shall be accompanied by a reasoned opinion rendered not later than thirty (30) days after the hearing or completion of post-hearing briefing, whichever is later. Notwithstanding the foregoing, either party may apply to the arbitrators for injunctive relief until the arbitration award is rendered or the dispute is otherwise resolved. Either party also may, without waiving any remedy under this section, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal or pending the arbitral tribunal's determination of the merits of the dispute. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration under this section without the prior written consent of each party.

(iii) The parties agree that any Award, including an Award rendered following remand after appellate review hereunder, shall be subject to review according to the Optional Appeal Procedure of the AAA Rules. The Appeal Panel shall be composed of three retired judges or justices of any state or federal court, selected in accordance with the AAA Rules. The Arbitrator

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who rendered the Award being reviewed shall not be eligible to serve on the Appeal Panel.

(iv) Any award rendered by the arbitrator or Arbitration Panel, as modified, if applicable, following one or more appeals, will be final, conclusive and binding upon the parties and any judgment thereon may be entered and enforced in any court of competent jurisdiction.

(v) All discussions and negotiations pursuant to this Paragraph 24 shall be confidential and shall be treated as compromise and settlement negotiations under the Federal Rules of Evidence and state rules of evidence.

(b) Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO KNOWINGLY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

25. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL OR EQUITABLE PRINCIPLES, OR FOR ANY LOSS OF PROFITS OR REVENUE, REGARDLESS OF WHETHER SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO CLAIMS FOR BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY, INDEMNIFICATION OR INFRINGEMENT OF THE MARKS.

26. Force Majeure. Neither party shall be liable for non-performance hereunder to the extent such performance is prevented by fire, earthquake, tornado, flood, explosion, embargo, war, terrorism, riot, governmental regulation or act, act of God, act of public enemy, or by reason of any other cause beyond such party's reasonable control (each a "Force Majeure Event"). A party's obligations to perform timely will be excused to the extent and for so long, but only to the extent and for so long, that such performance is

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prevented by a Force Majeure Event. During the pendency of such Force Majeure Event, the other party shall be excused from performance of its obligations under this Agreement that are dependent upon the parallel performance of the non-performing party.

27. Audits.

(a) Reciprocal Audit Privileges. From time to time during the Term of this Agreement and for one year after termination of this Agreement upon reasonable notice by the auditing party, the audited party will allow auditing party or a third party (provided such third party agrees to be bound by the Confidentiality provisions herein, or whose professional ethical obligations impose a duty on it with respect to Confidential Information comparable to the aforesaid sections of this Agreement), selected by the auditing party and reasonably acceptable to audited party, to perform an audit, at times and in a manner which does not unreasonably disrupt the operations of the audited party nor cause the audited party to violate any confidentiality agreements with third parties and consistent with applicable law, to determine whether the audited party is in compliance with all of its obligations contained in this Agreement.

(b) Cooperation with Government Regulators. Group and Chase each agree to use reasonable efforts to cooperate with any and all governmental regulators having jurisdiction over Group or Chase in connection with any audit or inquiry concerning Group's or Chase's compliance with any governmental regulation.

28. Successors and Assigns; Third Party Rights. The rights and obligations of the Chase and Group shall inure to the benefit of and shall be binding upon the respective successor and permitted assigns of each of them. Nothing contained in this Agreement establishes, creates or is intended to, or shall be construed to establish or create, any right in or obligation to any third party.

29 Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Delaware.

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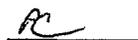
30. Construction. Each party and their respective counsel all participated fully in the negotiation and preparation of this Agreement. Each party agrees that any rule of construction or similar principle that provides that an ambiguity in a document shall be interpreted against the drafter thereof shall not be employed in any dispute or litigation involving this Agreement or the transactions contemplated in this Agreement.

31. Securitization of Accounts. Chase may, at any time and from time to time, sell any of the receivables associated with the Accounts pursuant to a securitization of such receivables. Nothing contained herein shall be deemed to require the prior written approval of Group in connection with any such securitization.

32. Sale of Accounts. In accordance with its then current policy(ies), Chase may, at any time and from time to time, without prior approval, sell any Accounts wherein the Cardmember is deceased, has declared bankruptcy, or the Account is delinquent or has been charged-off.

33. Survival. The following paragraphs shall survive the termination of this Agreement: 1, 2(b), 4(d) regarding Chase's obligations regarding post-termination rewards redemptions, 7, 7(b), 9(a), 11, 13, 17(d), 18, 19, 22, 23, 24, 25, 27, 28, 29, 30, 33 and all other paragraph of this Agreement, which, by their terms, survive termination.

[SIGNATURE PAGE FOLLOWS]


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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

CORNELL ALUMNI FEDERATION

By: Mary F. Berens
Name: Mary F. Berens
Title: Secretary/Treasurer
Date: August 23, 2007

CHASE BANK USA, N.A.

By: Heather Philp
Name: Heather Philp
Title: Sr. Segment Director
Date: 9-5-07

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EXHIBIT A

DEFINITIONS

Definition	Paragraph Reference
AAA	Paragraph 24(b)(i)
Accounts	Paragraph 6(a)
Account Royalty	Schedule 7(a), Paragraph 1(a)
Act	Paragraph 11(i)
Activated	Schedule 7(a), Paragraph 1(a)
Active	Schedule 7(a), Paragraph 1(b)
Agreement	Preamble
Cardmember(s)	Paragraph 6(b)
Chase	Preamble
Chase Marks	Paragraph 1(b)
Claims	Paragraph 13(a)
Confidential Information	Paragraph 11(a)
Costs and fees	Paragraph 24(b)(ii)
Credit Card(s)	Recitals
Deduction	Schedule 7(a), Paragraph 4
Disclosing Party	Paragraph 11(a)
Dispute	Paragraph 24(a)
Disputing Party	Paragraph 24(b)(i)
Effective Date	Preamble
Enhancement Products	Paragraph 3(e)
Executives	Paragraph 24(a)(i)
E-mail Campaigns	Paragraph 4(e)
Force Majeure Event	Paragraph 26
Group	Preamble
Group Direct Promotions	Paragraph 5
Group Marks	Paragraph 1(a)
Group Members	Recitals
Guarantee	Schedule 7(a), Paragraph 4
Initial Term	Paragraph 16
Joint Management Committee	Paragraph 4(a)(iv)
List(s)	Paragraph 2(a)


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Mailable Names	Paragraph 2(a)
Marks	Paragraph 1(a)
Marketing Fee	Schedule 7(a), Paragraph 2
Marketing Materials	Paragraph 3(c)
Marketing Plan	Paragraph 4(a)(iii)
MasterCard	Paragraph 17(c)
Net Retail Sales	Schedule 7(a), Paragraph 3
Premiums	Paragraph 3(c)
Privacy Regulation	Paragraph 11(b)
Program	Paragraph 1(a)
Receiving Party	Paragraph 11(a)
Renewal Royalty	Schedule 7(a), Paragraph 1(b)
Renewal Term	Paragraph 16
Rewards Program	Paragraph 4(d)
Royalties	Paragraph 7(a)
Sales Royalty	Schedule 7(a), Paragraph 3
Term	Paragraph 16
University	Paragraph 1(a)
Visa	Paragraph 17(c)
Website	Paragraph 4(b)(i)
Work Product	Paragraph 3(d)

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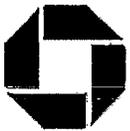
SCHEDULE 1

LICENSED MARKS



Cornell University

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SCHEDULE 3(a)
PROMOTIONAL ACCESS AVAILABLE TO CHASE

Group shall provide the following to Chase at no additional cost, as promotional opportunities for the Program. The annual consideration, during each contract year during the term of this Agreement for providing access to Chase for promotion of the Program through publications, announcements, messages, website(s) and venues provided by Cornell Athletics shall be \$28,500, which amount shall be allocated by Group from amounts paid hereunder to Group by Chase for each Program year:

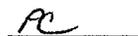
A. MEDIA and ONSITE PROMOTIONS

- i. Game Day Publications.** A full-page horizontal color (if printed in color) advertisement in each game program publication during home sporting events, including, football, hockey, men's and women's basketball and lacrosse ("Home Game(s)"). Chase shall supply the one page color camera-ready for publication.
- ii. Public Address Announcements and Radio Advertisements.** Chase will be recognized with two (2) thirty second public address announcements during each Home Game and two (2) thirty second advertisements during each radio broadcast of each Home Game.
- iii. Electronic Message Centers and Scoreboards.** Chase and the Program will be recognized with four (4) Matrix Messages during each home hockey game.
- iv. Websites.** Group shall provide access to the athletic Website as set forth in Paragraph 4(b)(i).

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- v. **On Campus Venue/Kiosks.** Chase shall have the right, at its expense, to brand, install, merchandise, promote, operate and/or maintain on-site sales and promotional venue/kiosks at Home Games within or on the grounds of University (as further described below) for the purpose of selling, promoting, or marketing Credit Cards and Enhancement Products associated therewith, on days of Home Games and other special events agreed to by the parties. The locations shall be prominent with respect to visibility and pedestrian traffic and shall be agreed upon by both parties prior to each athletic season during which activities will be held which approval shall not be unreasonably withheld or delayed; provided however, the parties hereto agree that:
- a. **Football Home Games.** During each football season up to four (4) venue/kiosks per home game. Group shall use diligent efforts to provide venue/kiosks locations for playoffs and bowl games.
 - b. **Men's and Women's Basketball Home Games.** During each basketball season, up to two (2) venue/kiosks per home game.
 - c. **Hockey Home Games.** During each hockey season, three (3) venue/kiosks per home game.
 - d. **Lacrosse Home Games.** During each lacrosse season, three (3) venue/kiosks per home game.

Size and Utilization of Kiosks. Such venue/kiosks locations are to be of a size approximately 10'X10', are to be supported, merchandised and staffed by Chase or its designated representatives. Chase shall have the right to give away Premiums featuring the Group and University Marks supplied by Chase (including, but not limited to t-shirts) to all persons who apply for a Credit Card. Such Premiums shall be subject to University approval, which shall not be unreasonably withheld.


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B. TICKETS, HOSPITALITY AND RELATED ITEMS

- i. **University Athletic Tickets.** Group, upon request, agrees to provide Chase with athletic tickets for all regular season Home Games for the following sports:

Football: four (4)

Men's Basketball: four (4)

Women's Basketball: four (4)

Hockey: three (3)

Lacrosse: four (4)

Group will also make every effort to provide tickets for NCAA tournament games for the above sports, dependant upon allotment and availability.

- ii. **Parking.** Group, upon request, will provide Chase with priority passes for parking areas in close proximity to the stadium/arena for the following sports and valid for all regular season home games.

Football: one

Men's Basketball: one

Women's Basketball: one

Hockey: one

Lacrosse: one

- iii. **Mailings.** In the event Group declines to include a take-one application in season ticket holder mailings, Chase shall have the right to "piggyback" in one (1) season ticket holder mailing per year for each of football, basketball, lacrosse and hockey. Chase shall have such other opportunities as mutually agreed by the parties. In consideration for the rights granted in this subsection, where Chase is conducting the insertion, Chase shall reimburse the Group or University for any incremental costs associated with the mailings. Chase acknowledges that all mailings are at the Group's


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or University's discretion and audiences may vary. All such mailings shall be made only for the purpose of selling, promoting, or marketing the Program. Chase shall timely provide all materials for insertion and distribution.

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SCHEDULE 4(A)(iii)
TERMS OF MARKETING PLAN

- I. Program Objectives (for both Parties)

- II. Year 1 Marketing Plan Outline
 - A. Quantitative Objectives
 - B. Target Audience(s)
 - C. Product
 - D. Communications (Program Advertising)
 - E. Acquisition
 - 1. Strategy
 - 2. New Account Totals By Partner
 - 3. Chase Channels (Direct Mail)
 - 4. Group Channels (website, email)
 - F. Promotion
 - G. Activation & Usage (to include activation and usage programs, including creating and distributing offline materials)
 - H. Program Management Reporting and Calendar

- III. Marketing Plan Process
 - A. Responsibilities
 - B. Timeline

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SCHEDULE 5
MARKETING FEE

Chase agrees to pay to Group the following Marketing Fee for Accounts that are opened and Activated pursuant to a Group Direct Promotion under the Program. The Marketing Fee shall be in addition to any Royalties paid pursuant to Schedule 7(a) (except for the Royalty referenced in item 1 (a) of Schedule 7 (a) which shall not be paid) and shall be paid directly to Group, within forty-five (45) days after the end of each calendar quarter during the Term of this Agreement as set forth below:

Marketing Fee: \$100.00 fee for each new Group Direct Promotion Account approved by Chase pursuant to the Program which is opened and Activated by the Cardmember for which the application was generated by marketing programs not paid for by Chase and which have been generated through efforts or marketing programs sponsored or funded by Group.

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SCHEDULE 7(a)

ROYALTIES and GUARANTEE

Chase agrees to pay to Group the following Royalties and Guarantee in conjunction with the Program that is the subject of this Agreement. The Royalties below shall also apply, where applicable, to the Accounts in the existing Group Program.

1. Account/Renewal Royalty.

(a) \$3.00 for each new Group Credit Card Account sourced through marketing initiatives conducted or funded by Chase and approved by Chase pursuant to the Program and activated, excluding however, Accounts that are closed in the same month as opened ("Account Royalty"). "Activated" shall mean that the Credit Card has been used to make a purchase of goods or services, or cash advance or the purchase of a cash equivalent.

(b) \$6.00 for each existing Active Account (however sourced) on such Account's annual anniversary date ("Renewal Royalty"), unless each such Account has been canceled prior to such anniversary date. For the purposes of this Agreement, "Active" shall mean that a statement has been issued for the Account within the six (6) months preceding the anniversary date of the Account.

2. Sales Royalty. Five tenths of one percent (0.50%) of the Net Retail Sales for each Account originated pursuant to this Agreement (the "Sales Royalty"). Provided however, in the event an annual fee is associated with an Account, the Sales Royalty for such Account(s) shall be eight tenths of one percent (0.80%) of Net Retail Sales. For purposes hereof, "Net Retail Sales" means the aggregate amount of individual purchases posted to Accounts less the aggregate amount of all refunds to Accounts, such as credits for returned merchandise or disputed billing items. Net Retail Sales shall not include (i) those amounts representing annual fees, finance charges and other bank fees or charges posted to Accounts (such fees to include, but not be limited to, late fees, return check fees, overlimit fees, credit insurance premiums, cash advance fees,

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collection costs and administrative fees) or (ii) balance transfers, convenience checks, cash advances and transactions fees related to the foregoing transactions.

3. Guarantee. During the Initial Term, Chase shall pay to Group a payment in the sum of \$6,300,000.00 (the "Guarantee"), which shall be offset against all amounts earned by Group pursuant to Paragraphs 1 and 2 above. The Guarantee shall be paid to Group in seven (7) installments: (i) \$900,000 within thirty (30) days after the execution of this Agreement and (ii) \$900,000 on each of the next six (6) anniversaries of the Effective Date of this Agreement. If at any time during the Term of this Agreement Group fails to deliver a List to Chase pursuant to Paragraph 2(a), Chase shall deduct from the Guarantee payment \$10,000 per incident (the "Deduction") and the next Guarantee installment shall be reduced by an amount equal to the Deduction. At such time during the Term as actual earnings by Group exceed the Guarantee, Chase shall pay Group as described in Paragraph 7 of this Agreement.



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SCHEDULE 11(b)(iii)

Partner Information Security Standards

Objective	Requirements
<p>1. Protect and ensure secure treatment of Non-public Personal Information</p>	<p>Partner will:</p> <ol style="list-style-type: none"> 1) Adhere to a written and comprehensive security policy and management framework for handling Non-public Personal Information that addresses information security, including procedures for information processing, information storage, media handling, computer operations, change control, virus detection, incident response, and disaster recovery. 2) Only disclose Non-public Personal Information to third parties with Chase's written consent and return or certify the destruction of all Non-public Personal Information when it is no longer needed to provide goods or services to Chase. 3) Cause all information systems containing Non-public Personal Information to display logon banners that alert any user, whether authorized or not, of the presence of Non-public Personal Information. 4) Label all media that contains Non-public Personal Information with a generic name that does not allow a reader to infer Non-public Personal Information is contained on that media. 5) Use an approved encryption method (e.g., 128-bit encryption) using American National Standards Institute (ANSI) standards, at a minimum, for transmitting the following Chase customer information, name, street address, social security number, date of birth, credit card number. 6) Update security patches and operating systems to optimize processing or storing Non-public Personal Information.
<p>2. Control access to Non-public Personal Information</p>	<p>Partner will:</p> <ul style="list-style-type: none"> - Permit access to Non-public Personal Information only by personnel who have a "need to know" under the terms of the Agreement and limit remote access to those personnel in accordance with a written two factor authentication policy. - Ensure that user access devices displaying Non-public Personal Information will display a blank screen or screen saver after 15 minutes of inactivity and require a password to re-display Non-public Personal Information. - Uniquely identify each user with access to Non-public Personal Information and ensure that no person's identification or authentication information is used to originate simultaneous processes from multiple physical locations. - Disable and purge from the system any user identification capable of accessing Non-public Personal Information that has been inactive for 90 days. - Enforce a mutually agreed upon password policy with respect to systems containing any Non-public Personal Information that contains the following minimum standards: <ul style="list-style-type: none"> o Users must have unique password, which are not the same as the user ID, and must not disclose or share passwords. o Users must not document passwords in any readily perceivable manner. o Newly issued passwords must expire on the first use and subsequent passwords must expire after 90 days.

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	<ul style="list-style-type: none"> o The system's password file must be encrypted in a one-way encrypted state (e.g., non reversible). Any user shall never view actual passwords. o Passwords must have a minimum length of 8 digits and must be distinctive (e.g., contain both alpha and numeric or symbolic characters). o The system must prevent re-use of recently used passwords (i.e., within the last one year). o The authentication system must lock out users after 5 unsuccessful attempts to enter a password and require a reset after user authentication. <p>- Maintain appropriate barriers between un-trusted networks such as the Internet and systems containing Non-public Personal Information, including by:</p> <ul style="list-style-type: none"> o Installing, configuring and monitoring system configuration, firewall (intrusion prevention) and intrusion detection software protecting systems where Non-public Personal Information is stored or processed. o Maintaining a written network diagram showing all equipment, tools and media where Non-public Personal Information is processed or stored. o Adhere to a comprehensive policy and procedure to audit logs of all monitoring tools and to resolve any unauthorized access attempts.
3. Ensure physical security of facilities where Non-public Personal Information is stored	<p>Partner will:</p> <ol style="list-style-type: none"> 1) Maintain the appropriate number of layers of physical security between unauthorized people and systems, which store or process Non-public Personal Information (e.g., for most purposes, the appropriate number of layers will be three). 2) Maintain at least one monitoring layer.
4. Protect and ensure secure treatment of Chase systems	<p>If Partner accesses Chase owned systems to perform its obligations under the Agreement, Chase's Information Security Standards will apply. See System Access Terms for more detail.</p>
5. Provide enhanced security when required	<p>If appropriate based on the risk to Chase or regulatory requirements, Chase may require stricter security practices than those described in these Information Security Standards.</p>
6. Ensure certification of the standard	<p>Partner will:</p> <ol style="list-style-type: none"> 1) On or before execution and delivery of this Agreement and annually thereafter during the term of this Agreement, deliver the following to Chase: <ol style="list-style-type: none"> a) If available, provide a report by an independent third party audit firm that describes Partner's control policies and procedures including a statement on the operating effectiveness of those policies and procedures. Alternatively, a Type II SAS 70 Report, as described in the then-current Statement of Auditing Standard 70 of the American Institute of Certified Public Accountants, may be provided unless otherwise specified by Chase, within 60 days after receiving such a report. b) Allow Chase, at its own expense, to perform a full security review and cooperate in a timely and reasonable manner with all related requests for information.
7. Ensure ongoing compliance to the standard	<p>Partner will:</p> <ol style="list-style-type: none"> 1) During the term of this Agreement, at all times substantially comply with all ISO/IEC 17799 (Code of Practice for Information Security Management) Control Policies then in effect (a) that are applicable to Partner's obligations under this Agreement and (b) of which Partner is informed. 2) If (as a result of an on-site review performed by Chase or it's agent) Chase determines that Partner is not complying with such Control Policies as required by this exhibit, at its own expense, take steps specified by Chase to correct such non-compliance within a time period to be determined by Chase. If the parties, despite

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	good faith efforts, are unable to modify or be in compliance within a agreed upon reasonable time period, then Chase shall be permitted to charge to Partner Chase's reasonable expenses incurred in establishing an alternative arrangement for the performance of Partner's obligations hereunder.
8. Breach Notification	Partner will: <ol style="list-style-type: none"> 1) Immediately notify Chase of any actual or reasonably suspected security breaches or unauthorized access to Chase customer data. 2) Cooperate fully with Chase to investigate any such breach or unauthorized access.

These Information Security Standards are not intended to be complete or comprehensive and do not limit Partner's obligations under the Agreement or applicable law. These Information Security Standards do not limit the scope of an audit or review by Chase, and compliance with these Information Security Standards is necessary but may not be sufficient to protect Non-public Personal Information. A breach of these Information Security Standards will be a material breach of the Agreement unless Partner can demonstrate why the recommended practice is not required in order to conform to the confidentiality and privacy provisions of the Agreement. Nothing in these Information Security Standards will create any rights in Partner or impose any liability on Chase, by contract, reliance or otherwise. Partner will pay any costs of compliance with these Information Security Standards without additional charge under Partner's contract with Chase.

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