



Rebecca S. Lettner
Segment Manager

Mr. Edwin D. Shipley
President and CEO
Ball State University Alumni Association
2800 Bethel Avenue
Muncie, Indiana 47306

April 21, 2011

Re: Affinity Group Bankcard Agreement dated as of September 1, 2006 ("Agreement")

Dear Mr. Shipley:

Thank you for your letter of March 30, 2011 requesting a waiver of the provisions of Paragraph 14 of the Agreement in order to enter into an agreement with another financial institution prior to, but effective after, the expiration of the Agreement to continue an affinity program for your members. Chase grants your request as a one-time waiver of the provisions of Paragraph 14 on the condition that all the remaining terms and conditions of the Agreement remain in force and effect, including the restrictions on sharing the Lists of Group Members (Paragraph 2(a)), limitations on use and distribution of Confidential Information (Paragraph 11), non-competition provisions (Paragraph 18) as well as the post-expiration survival provisions (Paragraph 33).

Should you have any further questions, please contact me.

Sincerely,

Rebecca S. Lettner
Chase Card Services

EXECUTION COPY

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AFFINITY GROUP BANKCARD AGREEMENT

By and Between

BALL STATE UNIVERSITY ALUMNI ASSOCIATION

and

CHASE BANK USA, N.A.



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AFFINITY GROUP BANKCARD AGREEMENT

THIS AGREEMENT ("Agreement"), is made effective as of the first day of September, 2006 ("Effective Date"), by and between **BALL STATE UNIVERSITY ALUMNI ASSOCIATION**, an Indiana not-for-profit organization, having offices at 2800 Bethel Avenue, Muncie, Indiana 47306 ("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").

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WHEREAS, Group and Chase previously entered into an Affinity Group Bankcard Agreement on September 3, 1996, as amended on September 3, 2001, to jointly market Chase's general purpose credit cards in conjunction with a national payment network association, credit products and related services (hereinafter referred to as "Credit Card(s)") to the officers, directors, employees, trustees, Alumni, faculty, staff, donors, fans, friends and students of Ball State 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 its proprietary intellectual property and customer lists 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:

DEFINITIONS. Each of the defined terms used in this Agreement shall have the definition assigned to it located on the indicated paragraph on Exhibit C.



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1. License to Use Marks.

(a) License to Chase. During the Term of this Agreement, Chase 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 Ball State University ("University") (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 or the University after the effective date hereof (collectively, the "Group Marks") solely in connection with Chase's marketing and servicing of Credit Cards to Group Members under this Agreement and together with any Group Direct Promotions shall be hereafter referred to as the "Program". Examples of the current Marks are set forth in Exhibit B attached hereto. Group agrees it shall not 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 payment card product and/or payment card account without prior written consent of Chase. In the event of any unauthorized or illegal use of the Group Marks, Chase agrees to take immediate and appropriate steps to terminate such unauthorized or illegal use, and Group shall cooperate with Chase in causing such unauthorized or illegal use to stop. Except for amounts paid to Group pursuant to Paragraph 7 and Exhibit 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.

(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 any Group Direct Promotions under the Program. Examples of the current Marks are set forth in Exhibit B attached hereto. Group shall not be required to pay any additional amounts 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



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standards established by Chase with respect to the form of the Chase Marks and their usage.

(c) Ownership of Marks. The Chase Marks and Group Marks, are collectively referred to herein as "Marks". Subject to the licenses granted above, each of the parties hereto is and shall remain the owner of all rights in and to the Chase Marks or Group Marks, respectively. Any and all rights to the Marks not herein specifically granted and licensed are reserved by the respective owner. 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 its cardmember products using the Group Marks or to further utilize any promotional materials containing the Group Marks except as expressly provided in this Agreement. However, nothing contained herein shall require Chase to cancel any Account or to terminate any card issued in connection with this Agreement.

(d) Unauthorized Use of Marks. Each party agrees that any unauthorized use of 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.

(a) Providing Access to the Lists. Group represents to Chase that Group has, and will continue to have for the duration of this Agreement, access to lists of existing (active and inactive) and prospective Group Members, including names, U.S. residential addresses, and residential telephone numbers. Such Group lists shall consist of a minimum of 116,000 Group Members, who are U. S. 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 ("Mailable Names"). Upon request, Group shall provide Chase, via electronic file transmission or other media that is mutually agreed upon, with lists ("Lists") of Mailable Names derived from the Group lists described above that satisfy certain specific targeting criteria enumerated by Chase. Group shall use its best efforts to provide access to as complete and accurate such Lists as possible. Group shall provide Chase with access to updated Lists upon Chase's request a minimum of four (4) times per year (provided,

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however, that Chase shall not mail to any Mailable Name pursuant to this Agreement more than four (4) times in any one year except upon mutual agreement of the parties). Group shall provide access to all Lists to Chase at no additional cost to Chase other than the payments recited herein in Paragraph 7 and Exhibit A. Group agrees that: (i) an essential component of the Program is Group's ability to provide access to 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 access to 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 a payment card product and/or payment card account, including but not limited to 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 compiled by Group on a basis consistent with the intent and terms of this Agreement to market Credit Cards and other products and services offered by Chase. Chase may solicit Group Members to become Cardmembers through Chase's then current marketing channels, as often it deems reasonable. Chase shall not rent or otherwise make available Lists to any unaffiliated third party (except for the purposes of fulfilling Chase's obligations under this Agreement) without the express written consent of Group. The Lists compiled by Group are and shall remain the sole property of Group, provided they have been made available to Chase by Group at no expense to Chase, provided, however, to the extent that such individual Group Member names that also have appeared on a List provided by Group become available to Chase from a source other than Group, such individually acquired Group Member names shall also be owned by Chase. Chase will, subject to applicable law requiring their retention, return to Group lists derived from the Lists or destroy them 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.

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, Chase shall, at its own expense, design, develop and produce such Marketing Materials as it deems appropriate to promote the Program among Group Members with Group



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having the right to review and approve said Marketing Materials such approval not to be unreasonably withheld. Group shall endorse and reasonably assist Chase with the administration of such promotional and solicitation activities. Promotion of the Program shall include such then current marketing channels as the parties may mutually agree. Chase and Group will jointly schedule and direct the solicitation of Group Members; 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 MasterCard operating regulations), all approved Cardmembers shall receive Credit Card(s) issued by Chase. Group shall have the right to approve 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. Chase shall have the right to designate on the reverse side of the Credit Card(s) such information as Chase shall deem appropriate.

(c) Review of Marketing Materials and Premiums. 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"). Group shall review the content only of such Marketing Materials and Premiums and not formatting or legal disclosures regarding the same. 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 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.

(d) Ownership of Work Product. Each party shall have and retain all ownership rights (including without limitation, ownership of any copyrights) in the



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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").

(e) Enhancement Products. Chase may market to Cardmembers, insurance, credit card registration, club products and related services (collectively, "Enhancement Products"), and such other products and services as the parties shall agree to from time to time, via the usual and customary marketing channels for such products. Chase may market to Cardmembers via the usual and customary marketing channels such products, provided that such products are not being offered to Group Members by other Group sponsors under exclusive arrangements with Group. In addition, Chase may provide Cardmembers access, which access does not utilize the Group's name or Mark, to other financial products and services offered by Chase or through any of its affiliated companies.

4. Additional Obligations.

(a) Marketing Assurances. In order to further the success of the Program, the parties agree that 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 shall use commercially reasonable efforts to identify or develop alternative marketing opportunities that comply with such law, regulation or policy.

(b) Website Access.

(i) Group shall provide above the fold on the Alumni Association homepage of its website currently located at www.bsu.edu/alumni/, and Group may, at its sole discretion and with the approval of Ball State University Athletic Department provide space on the homepage of the athletic website located at www.ballstatesports.com, or any successor or future websites, a suitable link to a Chase web page in order to enable Group Members to apply for a Credit Card.

(ii) Group may post other Marketing Materials 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 Marketing Materials 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 Marketing Materials 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



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advocacy group, Group shall use best efforts to expedite the removal or updating of the Marketing Materials.

(c) Athletic Event and Campus Marketing. Group shall also provide Chase, at no cost to Chase, with access to University home football, basketball and baseball games (including playoffs, if any), as well as to additional intercollegiate sports home games as mutually agreed by the parties, to market the Program. With respect to each agreed upon University home football game, Chase shall be provided up to three (3) distribution tables to solicit credit card applications and give away Premiums provided by Chase to all persons who apply for a Credit Card; with respect to each agreed upon University home basketball and baseball game, Chase shall be provided up to two (2) distribution tables to solicit credit card applications and give away Premiums provided by Chase to all persons who apply for a Credit Card; and with respect to each additional intercollegiate sports game mutually agreed by the parties, Chase shall be provided up to two (2) distribution tables to solicit credit card applications and give away Premiums provided by Chase to all persons who apply for a Credit Card. Each distribution table shall be in a location that is prominent with respect to visibility and pedestrian foot traffic. In addition, Group shall permit Chase, at no cost to Chase, a full-page, full-color advertisement in each game day football and basketball program. Group, at its expense, shall obtain permission to use the facilities and space owned by the University to provide Chase with access to athletic events venues and to the campus of the University to conduct various marketing and promotional campaigns to solicit credit card applications and give away Premiums provided by Chase to persons who apply for a Credit Card. The parties understand and agree that Group shall perform as required by this subparagraph to the extent permitted by law and the rules and regulations of the NCAA and MAC (or any successor conference in which Group is a member).

(d) Rewards Program. Subject to Chase's discretion, Chase may offer any of its existing or future 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 ("Rewards Program"). Such Rewards Programs may include travel rewards and cash back programs.

(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 as described in a schedule prepared for each such

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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.

(f) Alumni Newsletter. Group shall provide Chase with access to banner ads in Group's e-mail alumni newsletter.

5. Direct Solicitations by Group. Upon request by Group and with prior written approval by Chase, 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"). All Marketing Materials and Premiums developed or offered by Group must be approved in writing by Chase prior to distribution by Group such approval not to be unreasonably withheld; 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 expenses associated with Group Direct Promotions shall be borne solely by Group. Chase, upon reasonable notice to Group, may 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 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 in accordance with Chase's credit, fraud and credit card issuing policies and practices ("Accounts"). All decisions concerning the creditworthiness of any potential Group Member 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



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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.

(c) Ownership of Accounts. Group shall not possess any ownership interest in 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 Guarantee.

(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 Exhibit A 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 Exhibit A attached hereto. Notwithstanding the foregoing, Chase shall not be obligated to pay any duplicate Royalties in the event that the Accounts on which such Royalties are calculated represent substitute Accounts, including, but not limited to, Accounts which are established due to the loss or theft of a Cardmember's existing Credit Card or Accounts which were established as a result of a former joint Cardmember requesting an individual Account.

(b) Royalty Reporting. Chase shall provide Group with a reconciliation report within 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 60 days following the end of such calendar quarter.

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 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, shall have priority over such inserts and statement messages and shall be inserted into

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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.

9. Records and File Protocol.

(a) Records. During the Term of this Agreement, 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 \$3,000, the parties shall mutually agree upon allocation of such costs in excess of \$3,000.

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.

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; (ii) demographic, behavioral, and credit information relating to Chase Cardmembers, prospective Chase Cardmembers or the Lists made available 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



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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 (including, without limitation, I.C. 5-14-3 et seq. (Indiana's Access To Public Records Act)), 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.

(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 Chase Customers, and that Nonpublic Personal Information is included in the definition of "Confidential 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) 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) Comply with Chase's Partner Information Security Standards as described in attached Schedule 11(b)(iii), and upon reasonable notice from Chase, shall permit Chase to audit Group's operations for compliance with Chase's Partner Information Security Standards;

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(iv) Not make any changes to its security measures that would increase the risk of an unauthorized access to Nonpublic Personal Information.

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 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, or upon the termination of this Agreement, the parties shall comply



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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 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, each party may include the name and Marks of the other party in connection with any description of the relationship of the parties that may be publicized, provided that such description clearly delineates such relationship as that of co-brand credit card partners only.

(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 Group may be subject to the provisions of an open records law (the "Act") and that under certain circumstances, Group may be required to release Confidential Information to a third party under the Act. In the event that Group receives a request for Confidential Information from any third party under the Act, Group shall exercise its best efforts to notify Chase as soon as possible of such request pursuant to the notification provisions of this Agreement. Such notification shall include a copy of the written request received by Group. 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. 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. Chase shall have ten (10) business days from the date of Group's response to take whatever action (legal or otherwise) it deems



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necessary (at its sole expense) to prevent the disclosure of Confidential Information by Group. Group shall provide Chase with reasonable assistance, except that Group shall not be required to take any action that would result in Group incurring additional direct out-of-pocket expenses unless such expenses are reimbursed to Group 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 Indiana; (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, except as expressly noted herein, 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 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,



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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 access to the Lists as described herein, including the lists of students attending the University; (v) there exist and shall continue to exist authorizations and/or approvals to Group from one or more of its affiliates providing for the execution and delivery by Group or such affiliate or any and all obligations under this Agreement not otherwise deliverable by Group directly and that such authorizations and/or approvals are valid; and (vi) it has the right to grant access to University athletic events and to the University campus for purposes not inconsistent with this Agreement; provided that Group will perform as required by this clause (vi) to the extent permitted by law and the rules and regulations of the NCAA and the MAC (or any successor conference in which Group is a member).

(c) Mutual Covenants.

(i) Each of the parties covenants and agrees 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 of its 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 and to the Program

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 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) any Group Direct Promotions and e-mail Campaigns, or (iv) any actual or alleged negligent act or omission or willful misconduct of Group or its directors, officers, employees, agents or assigns in connection with the entry into or performance of this Agreement.



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(b) 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 issuance of Credit Card(s) and/or the administration of Credit Card Accounts which constitutes a violation of applicable law, (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 entry into or performance of this Agreement.

14. Exclusivity.

(a) Cards. During the Term of this Agreement, Chase shall have the exclusive right to offer credit cards, charge cards, private label cards, payment cards, debit cards, stored value cards or any other payment related product and related services to Group Members in the United States and in Canada, and Group agrees that during the Term hereof it 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 in any manner offer or endorse or encourage the use of a credit card, charge card, private label card, payment card, debit card, stored value or any other payment related product (other than the Credit Card), with or without Group's Marks and/or any rewards programs, or benefit to Group Members in the United States and in Canada.

(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 in addition to the Program. In the event that Group contemplates entering into an agreement to provide any products related to payment cards, 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



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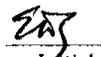
agreement with a third party. Business Opportunities include, without limitation, other payment product opportunities, corporate and purchasing cards, debit, stored value and other payment card and payment related products, with or without Group's Marks and/or rewards programs.

16. Term. Subject to the provisions of subparagraphs 17 (a)-(d) below, this Agreement shall be effective as of the Effective Date and shall continue for an initial term of five (5) years (the "Initial Term"). Following the Initial Term, this Agreement shall be renewed for successive renewal terms of two (2) years each ("Renewal Term") if, at least 180 days prior to the termination of the Initial Term or the then current Renewal Term, either party shall have notified the other in writing of its decision to renew this Agreement under the current terms and conditions (Initial Term and Renewal Term are collectively referred to as "Term"), and such other party has agreed to such renewal. If, upon expiration of the Term, a new agreement has not been finalized, this Agreement will auto-renew at the current Royalty rates on a month-to-month basis until such time as a new agreement is finalized or the parties agree not to renew.

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 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


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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 or regulation 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.

(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 of Mailable Names, 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;



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(v) Chase's obligation to pay Royalties and the Guarantee, and any other payments shall cease immediately upon the termination of this Agreement for any reason whatsoever, provided that such Royalties and any other applicable payments shall be reconciled and paid to the date of termination;

(vi) Upon termination of this Agreement by Chase pursuant to paragraphs 15(a-c) above, Group shall remit to Chase the unearned portion of any Guarantee within ten (10) days of the effective date of such termination.

18. Non-Competition. With respect to all Accounts established pursuant to this Agreement, Group agrees that neither Group, its affiliates, 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, charge card and/or payment card or related products to Cardmembers. Provided however, Group may, after termination of this Agreement, offer current Cardmembers the opportunity to participate in another credit card program endorsed by Group, provided Group 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 those offered to all Group Members.

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: Relationship Management Executive

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



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If to Group, to:

BALL STATE UNIVERSITY ALUMNI ASSOCIATION
2800 Bethel Avenue
Muncie, Indiana 47306
Attention: Edwin D. Shipley
Executive Director

with a copy at same address to:
Deborah D. Linegar
Director of Alumni Services

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.

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.



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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 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 Relationship Management Executive (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:



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(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 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 in Chicago, Illinois. 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



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

(iv) Any award rendered by the arbitrators or Appeal 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.

(c) 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



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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 prevented by a Force Majeure Event. During 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 the 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 the 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 Chase and Group shall inure to the benefit of and shall be binding upon the respective



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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. The parties agree that any litigation or other proceeding relating to and permissible under this Agreement shall be commenced, if at all, in a federal or state court in Chicago, Illinois.

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), 9(a), 11, 13, 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.

**BALL STATE UNIVERSITY
ALUMNI ASSOCIATION**

By: EDW Shipley

Name: EDWIN D. SHIPLEY

Title: EXECUTIVE DIRECTOR

CHASE BANK USA, N.A.

By: Heather Philip

Name: Heather Philip

Title: Sr. Segment Director

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EXHIBIT 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.

1. Account/Renewal Royalty.

(a) \$1.00 for each new Group Credit Card Account 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) \$1.00 for each existing Active Account 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, if the parties mutually agree upon a Rewards Program to be associated with the Credit Card, the Sales Royalty shall be reduced to 0.15% of Net Retail Sales on any Account associated with the Rewards Program. 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, 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 \$700,000 (the "Guarantee"), which shall be offset against all amounts earned by Group pursuant to Paragraphs 1 and 2 above. The Guarantee shall be paid

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to Group in five (5) installments: (i) \$300,000 within thirty (30) days after the execution of the Agreement; and (ii) \$100,000 on each of the next four (4) anniversaries of the Effective Date of this Agreement. In the event that at any time after the initial compilation of the List pursuant to Paragraph 2(a) above, Group compiles a List for use by Chase pursuant to Paragraph 2(a), but such List contains less than the minimum 116,000 Mailable Names, Chase shall deduct \$6.03 per name under the 116,000 minimum referenced above (the "Deduction") and the Guarantee 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.

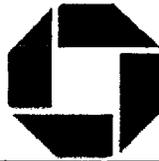
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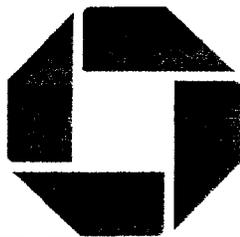
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EXHIBIT B

LICENSED MARKS



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EXHIBIT C

DEFINITIONS

Definition	Paragraph Reference
AAA	Paragraph 24(b)(i)
Account Royalty	Exhibit A, Paragraph 1(a)
Accounts	Paragraph 6(a)
Act	Paragraph 11(i)
Activated	Exhibit A, Paragraph 1(a)
Active	Exhibit 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	Exhibit A, Paragraph 3
Disclosing Party	Paragraph 11(a)
Dispute	Paragraph 24(a)
Disputing Party	Paragraph 24(b)(i)
Effective Date	Preamble
E-mail Campaigns	Paragraph 4(e)
Enhancement Products	Paragraph 3(e)
Executives	Paragraph 24(a)(i)
Force Majeure Event	Paragraph 26
Group	Preamble
Group Direct Promotions	Paragraph 5
Group Marks	Paragraph 1(a)
Group Members	Recitals
Guarantee	Exhibit A, Paragraph 3
Initial Term	Paragraph 16
List(s)	Paragraph 2(a)
Mailable Names	Paragraph 2(a)
Marketing Materials	Paragraph 3(c)
Marks	Paragraph 1(c)



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MasterCard	Paragraph 17(c)
Net Retail Sales	Exhibit A, Paragraph 2
Premiums	Paragraph 3(c)
Privacy Regulation	Paragraph 11(b)
Program	Paragraph 1(a)
Receiving Party	Paragraph 11(a)
Renewal Royalty	Exhibit A, Paragraph 1(b)
Renewal Term	Paragraph 16
Rewards Program	Paragraph 4(d)
Royalties	Paragraph 7(a)
Sales Royalty	Exhibit A, Paragraph 2
Term	Paragraph 16
University	Paragraph 1(a)
VISA	Paragraph 17(c)
Work Product	Paragraph 17(c)

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SCHEDULE 11(b)(iii)

INFORMATION SECURITY GUIDELINES

Revised 3/14/05

Objective	Requirements
<p>1. Protect and ensure secure treatment of Chase Customer Information</p>	<p>Partner will:</p> <ol style="list-style-type: none"> 1) Adhere to a written, comprehensive, security policy and management framework for handling Chase Customer 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 Chase Customer Information to third parties with Chase's consent and return or certify the destruction of all Chase Customer Information when it is no longer needed to provide goods or services to Chase. <ol style="list-style-type: none"> a) Cause all information systems containing Chase Customer Information to display logon banners that alert any user, whether authorized or not, of the presence of Chase Customer Information. b) Label any media which contains Chase Customer Information with a generic name that does not allow a reader to infer Chase Customer Information is contained on that media. c) 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, social security number, and date of birth and street address. d) Update security patches and operating systems to optimize processing or storing Chase Customer Information.
<p>2. Control access to Chase Customer Information</p>	<p>Partner will:</p> <ol style="list-style-type: none"> 1) Permit access to Chase Customer Information only by its 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. 2) Ensure that user access devices displaying Chase Customer Information will display a blank screen or screen saver after 10 minutes of inactivity and require a password to re-display Chase Customer Information. 3) Uniquely identify each user with access to Chase Customer Information and ensure that no person's identification or authentication information is used to originate simultaneous processes from multiple physical locations. 4) Disable and purge from the system any user identification capable of accessing Chase Customer Information that has been inactive for 6 months. 5) Enforce a mutually agreed upon password policy with respect to systems containing any Chase Customer Information that contains the following minimum standards: <ol style="list-style-type: none"> a) Users must have unique password, which are not the same as the user ID, and must not disclose or share passwords. b) Users must not document passwords in any readily perceivable manner. c) Newly issued passwords must expire on the first use and subsequent passwords must expire after 90 days. d) 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.

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	<ul style="list-style-type: none"> e) Passwords must have a minimum length of 7 digits and must be distinctive (e.g., contain both alpha and numeric or symbolic characters). f) The system must prevent re-use of recently used passwords (i.e., within the last one year). g) The authentication system must lock out Users after 5 unsuccessful attempts to enter a password and require a reset after user authentication. <p>6) Maintain appropriate barriers between un-trusted networks such as the Internet and systems containing Chase Customer Information, including by:</p> <ul style="list-style-type: none"> a) Installing, configuring and monitoring system configuration, firewall (intrusion prevention) and intrusion detection software protecting systems where Chase Customer Information is stored or processed. b) Maintaining a written network diagram showing all equipment, tools and media where Chase Customer Information is processed or stored. c) 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 Chase Customer Information is stored	<p>Partner will:</p> <ul style="list-style-type: none"> 1) Maintain the appropriate number of layers of physical security between unauthorized people and systems which store or process Chase Customer 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	If Partner will access any Chase systems to perform its obligations under the Agreement, Chase's Information Security Standards will apply. See System Access Terms for more detail.
5. Provide enhanced security when required	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.
6. Ensure certification of the standard	<p>Partner will:</p> <p>On or before execution and delivery of this Agreement and annually thereafter during the term of this Agreement, deliver the following to Chase:</p> <ul style="list-style-type: none"> a) 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) An annual financial statement including a balance sheet and statement of changes in working capital, audited by independent public accountants acceptable to Chase
7. Ensure ongoing compliance to the standard	<p>Partner will:</p> <p>During the term of this Agreement, at all times substantially comply with all ISO/IEC 17799 (Chase Information/Technology Code of Practice for Information Security Management) ("Control Polices") then in effect (a) that are applicable to Partner's obligations under this Agreement and (b) of which Partner is informed.</p> <p>If (as a result of an on-site review performed by Chase or its agent) Chase determines that Partner is not complying with such Control Policies as required by this exhibit, Partner shall at its own expense take steps specified by Chase to correct such non-compliance within a time period to be determined by Chase.</p> <p>If the parties despite good faith efforts are unable to modify or be in compliance within a reasonable agreed upon 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.</p>

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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 Chase Customer 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.

SDS

Initials

E-Mail Campaigns

Schedule to the Affinity Group Bankcard Agreement

Dated September 1, 2006

by and between

Chase Bank USA, N.A.

and

Ball State University Alumni Association

This Schedule _ is dated this ____ day of _____, 200_.

Campaign Description. The e-mail Campaign shall require Group to email to approximately ____ Group Members who have agreed to receive email from Group a marketing letter with a link to Chase's website where the Credit Card application and disclosures are available for the Group Member to review the terms and apply for the Credit Card. E-mails will be served between _/_/0_ and _/_/0_.

Party Responsible for the development of Campaign Term.

Chase either directly or through its contractors will develop the content of the promotional copy.

Reports.

Promptly after the conclusion of the email Campaign, Group shall provide Chase with the following information regarding the e-mail Campaign: (1) number of emails sent, (2) number of emails opened, (3) number of emails attempted to be sent but could not be sent because the Group Member elected not to receive emails after the date that the email list was prepared for the e-mail Campaign.

Payment.

Group shall be compensated for each new activated account in accordance with the terms of Exhibit A of the Agreement.

Performance Standards.

There are no additional requirements for this e-mail Campaign that are not set forth in the Agreement other than:

Initials

Capitalized terms not defined herein shall have the same meaning as those terms are defined in the Agreement.

Each of the parties has caused this Schedule to be executed on its behalf by its duly authorized representative as of the date first above written.

**BALL STATE UNIVERSITY ALUMNI
ASSOCIATION**

By: _____

Name:

Title:

Date:

CHASE BANK USA, N.A.

By: _____

Name:

Title:

Date:

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