CREDIT CARD AFFINITY PROGRAM AND TRADEMARK LICENSE AGREEMENT

by and between

THE REGENTS OF THE UNIVERSITY OF COLORADO, A BODY CORPORATE, ON BEHALF OF THE UNIVERSITY OF COLORADO AT COLORADO SPRINGS ALUMNI ASSOCIATION

and

U.S. BANK NATIONAL ASSOCIATION ND

made and entered into as of July 1, 2005

Proprietary and Confidential

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CREDIT CARD AFFINITY PROGRAM AND TRADEMARK LICENSE AGREEMENT

This Credit Card Affinity Program and Trademark License Agreement ("Agreement") is made and entered into as of July 1, 2005 (the "Effective Date") by and between The Regents of the University of Colorado, a body corporate, on behalf of the University of Colorado at Colorado Springs Alumni Association, [a 501(c)3 corporation] ("Organization") having its principal place of business at 1420 Austin Bluffs, Colorado Springs, CO 80933-7150 and U.S. Bank National Association ND, a national banking association ("Bank") doing business at 4325 17th Avenue SW, Fargo, North Dakota 58103.

RECITALS

WHEREAS, Bank is a wholly owned subsidiary of U.S. Bancorp, is a member of Visa, U.S.A., Inc., and MasterCard International, Inc. and issues Visa and MasterCard branded credit cards, charge cards, debit cards (Visa only), stored value cards and other banking cards;

WHEREAS, Organization is the owner of, or otherwise has the right to use, certain trademarks, service marks, stylized marks and logos and applications thereto ("Licensed Marks," as defined below);

WHEREAS, Bank wishes to obtain a license from Organization to use the Licensed Marks in connection with the creation, manufacture, advertising, and issuance of credit cards by Bank featuring the Licensed Marks pursuant to this Agreement;

WHEREAS, Organization has agreed to license to Bank the Licensed Marks for such purposes, subject to certain restrictions and quality control standards set forth herein; and

WHEREAS, Bank is willing to issue such credit cards and perform related services to support this program, pursuant to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants hereinafter set forth, and payments provided for in this Agreement, the parties agree as follows:

1. DEFINITIONS.

For the purposes of this Agreement and except as otherwise specifically set forth herein, the following terms shall be defined as hereinafter set forth:

1.1 "Affiliate" shall mean (a) with respect to Organization, any person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with Organization, and (b) with respect to Bank, any person or entity that directly or

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indirectly Controls, is Controlled by, or is under common Control with Bank, as of the date hereof or hereafter.

1.2 "Application Page" shall have the meaning set forth in Section 2.4.2 below.

1.3 "Bank Representatives" shall have the meaning set forth in Section 9.3 below.

1.4 "Bank Sourced Programs" or "BSP" shall mean marketing by Bank conducted for the solicitation of the Program as described in Sections 2.5 and 2.5.2.

1.5 "Bank Trademarks" shall mean the names "US Bank" and "US Bancorp" and the US Bank and shield design, U.S. Trademark Registration No. 2,247,139, registered on May 25, 1999, which are owned by U.S. Bancorp, as well as any other trademark or service marks owned by U.S. Bancorp and/or one or more of its Affiliates that include the terms "US Bank" ("UBANK, "US," or "U") or "US Bancorp."

1.6 "Bank Website" shall mean the internet web site maintained by Bank for the purpose of promoting its products and services.

1.7 "Business Day" shall mean any day (other than a Saturday, Sunday or Federal U.S. holiday) on which national banks are permitted to be open in Minnesota and North Dakota.

1.8 "Cardholder " shall mean a person who requests and receives the Organization Card.

1.9 "Cirrus Service Marks" shall mean the service marks "Cirrus" and a certain half-circular design, all of which are owned by Cirrus System, Inc.

1.10 "Confidential Information" shall have the meaning set forth in Section 9.1 below.

1.11 "Control" shall mean (a) with respect to Bank, and Organization if it is a for profit entity, the possession, direct or indirect, of the power to vote 50% or more of the securities or other ownership interests that have ordinary voting power for the election of directors or other persons performing similar functions of any entity, or to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or by contract or otherwise and (b) with respect to Organization if it is a non-profit entity, the power to direct the management and policies of Organization.

1.12 "Credit Card Account" shall mean a revolving line of credit extended by Bank to an Eligible Applicant accessed by use of an Organization Card.

1.13 "Effective Date" shall mean the date first written above.

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1.14 "Eligible Applicants" shall mean an individual, who may be a Member, who requests an Organization Card from Bank and meets Bank's credit granting criteria.

1.15 "Incremental Royalties" shall mean compensation earned by Organization on account of an OSP.

1.16 "Licensed Marks" shall mean the current and future trademarks, service marks, stylized marks, photographs, and logos of Organization, which are owned by Organization or which Organization otherwise has a right to use, and any and all applications and registrations related thereto.

1.17 "Mailing Lists" shall mean the list of non-duplicative names, with most current home street addresses and telephone numbers of Members who are over the age of 18 that is provided by Organization to Bank from time to time in an electronic format specified by Bank.

1.18 "Marketing Content" shall mean advertising language related to Organization and the promotion of the Program that is included in Solicitations, but does not include the terms of the Cards, including rates, fees, and other pricing information, or other language that is necessary due to Requirements of Law.

1.19 "MasterCard Service Marks" shall mean the mark "MasterCard", the intertwined circle design and all other service marks owned by MasterCard International Inc.

1.20 "Members" shall mean current bona fide members, donors and, where applicable, students of Organization.

1.21 "National Associations" shall mean, as applicable, Visa U.S.A., Inc.; Visa International, Inc.; Plus System, Inc.; MasterCard International Inc. and Cirrus System, Inc.

1.22 "Net Retail Sales Volume" shall mean the dollar amount of purchases made by Cardholders by charge to a Credit Card Account during any statement period minus the dollar amount of all chargebacks, refunds, purchase returns, provisional credits and other credits (other than payment credits) and fraudulent transactions and other amounts in dispute to the Credit Card Accounts for such Cardholders made during that statement period. Net Retail Sales Volume does not include cash advances, quasi-cash advances, convenience checks or balance transfers made by Cardholders using Organization Cards.

1.23 "Organization Card" or "Card" shall mean Visa and/or MasterCard branded credit cards bearing Licensed Marks and Bank Trademarks that are issued to Eligible Applicants under this Program.

1.24 "Organization Card Program" or this "Program" shall mean the program, pursuant to the terms of this Agreement, whereunder Bank issues Organization Cards to Eligible Applicants and administers the Credit Card Accounts.

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1.25 "Organization Representatives" shall have the meaning set forth in Section 9.2, below.

1.26 "Organization Sourced Program" or "OSP" shall mean marketing by Organization conducted for the solicitation of the Program as described in Sections 2.5 and 2.5.1.

1.27 "Organization Website" shall mean the internet web site maintained by or on behalf of Organization for the purpose of promoting Organization.

1.28 "PLUS SYSTEM Trademark" or "PLUS SYSTEM Mark" shall mean the service marks "PLUS SYSTEM" and a certain diamond design, all of which are owned by Visa International, Inc.

1.29 "Prepayment Amount(s)" shall have the meaning set forth in Schedule D.

1.30 "Prior Approval" shall mean the prior written approval of a party, which shall not be unreasonably withheld or delayed and shall be deemed given if the party fails to disapprove or otherwise respond to a written request for approval from the other party within ten (10) Business Days following the date when such written request was made. For purposes of this definition, written requests and responses may be made by e-mail; provided, that any party relying on e-mail use shall retain records of such use.

1.31 "Program Launch" shall mean the issuance by Bank of the first Organization Card under the Program.

1.32 "Requirements of Law" shall mean with respect to any party hereto, any law, ordinance, statute, treaty, rule, judgment, regulation or other determination or finding of or agreement with any arbitrator, court or other governmental authority applicable to or binding upon such party or to which such party is subject, whether federal, state, county, local or otherwise (including, without limitation, usury laws, the Federal Truth-In-Lending Act, the Fair Debt Collection Practices Act, the Federal Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Bank Secrecy Act, the Electronic Funds Transfer Act, the National Bank Act, the Gramm-Leach-Bliley Act, the USA PATRIOT Act, the Sarbanes-Oxley Act, the FACT Act, and Regulations B, E, P and Z of the Board of Governors of the Federal Reserve System).

1.33 "Reward Credit Card Account" shall have the meaning set forth in Schedule A.

1.34 "Royalties" shall mean the income earned by Organization for Bank's use of the Licensed Marks.

1.35 "Solicitation" shall mean any advertisement, letter, flyer, Credit Card Account applications or other written correspondence promoting Organization Card.

1.36 "Supplemental Mailing List(s)" shall mean, singly or combined, the list of non-duplicative names, with most current home street addresses and telephone numbers,

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of (a) past Members and (b) patrons, sponsors, associates and other supporters of Organization and such other individuals as mutually agreed upon by the parties who are over the age of 18, which list(s) is/are provided by Organization to Bank from time to time in an electronic format by Bank.

1.37 "Total Royalties" shall mean Royalties and Incremental Royalties.

1.38 "Visa Service Marks" shall mean the mark "Visa", the Bands Design and all other service marks owned by Visa U.S.A., Inc. or Visa International, Inc.

1.39 "Wind-Down Period" shall mean the period of six (6) months following the termination of this Agreement during which time Bank closes down the Program.

Other terms defined herein shall have the meanings set forth in the contexts of use.

2. RESPONSIBILITIES WITH RESPECT TO THE PROGRAM.

2.1 Card Issuance.

2.1.1 Beginning on the Program Launch date and thereafter until termination of this Agreement, Bank shall offer Organization Cards to Eligible Applicants by means of Organization Card applications to be distributed as set forth in Schedule C.

2.1.2 Upon receipt by Bank of a properly completed Organization Card application requesting the issuance of an Organization Card, Bank will review and process such application in accordance with its customary procedures for credit card applications and established, customary and consistently applied credit and other criteria for its credit card accounts and Requirements of Law, and for any such application that meets such criteria, Bank will establish a Credit Card Account and issue an Organization Card.

2.1.3 Bank shall offer Organization Cards to Members at Bank's standard pricing and account terms which are set forth on the applications for credit. Bank may change from time to time the initial pricing (including fees) charged by Bank and other account terms with respect to Organization Cards and Credit Card Accounts at Bank's sole discretion.

2.1.4 Bank may, in its sole discretion, undertake periodic reviews of Cardholders and their Credit Card Accounts to manage risks associated with fraudulent card use and other Credit Card Account activity that has the potential of exposing Bank to financial loss. Such periodic reviews may include Bank's review of a Cardholder's credit behavior. Bank reserves the right to take any necessary actions to stop fraudulent activity on any Credit Card Account or otherwise to minimize any financial loss to Bank, including closing a Credit Card Account.

2.2 Design and Manufacture of Cards.

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2.2.1 Bank will purchase plastic stock and be responsible for ordering, embossing, encoding and delivering the Organization Cards using a design created and owned (excluding Licensed Marks) by Bank subject to the rules of the National Associations. Each Organization Card will be customized to Organization and shall bear Licensed Marks, Bank Trademarks and the trademarks of the appropriate National Associations in accordance with Section 3.3.2 hereof. Organization shall have the right to review and provide Prior Approval for the type and size of Licensed Marks to be used on the Cards.

2.2.2 Subject to Section 2.2.3, Bank shall bear the expense of manufacturing the Organization Cards issued to Cardholders.

2.2.3 Organization shall bear all costs and expenses related to any re-design of Organization Cards requested by it, unless both Bank and Organization agree in writing that a re-design is necessary. If any card re-design contemplated herein involves the addition of Bank Trademarks or trademarks of any of the National Associations, Bank shall bear the expense of any additional manufacturing or printing costs. Bank will issue re-designed Organization Cards to new Cardholders and to existing Cardholders upon any card reissuance or replacement occurring in the ordinary course; provided, that, Bank may exhaust its existing stock of plastic unless Organization pays for new plastic prior thereto.

2.3 Design of Statements and Card Carriers.

2.3.1 Bank will design the Credit Card Account statements and Card carriers, subject to Requirements of Law and the regulations of applicable National Associations. Bank shall be clearly identified as the issuer of the Organization Card on each such statement and Card carrier. Each Credit Card Account statement and Card carrier shall bear the Bank Trademarks, the Licensed Marks and the trademarks of the appropriate National Associations. Organization shall have the right to review the presence of Licensed Marks to be used thereon.

2.3.2 Bank shall bear all costs and expenses for the design, printing and production of monthly Credit Card Account statements and card carriers.

2.4 Solicitations.

2.4.1 Organization shall not be required to provide any services, such as marketing or promotional services, in connection with the program other than licensing its Licensed Marks to Bank and using or otherwise making available to Bank the marketing channels set forth in Section C. Bank agrees to develop, at no cost to Organization, a customized marketing plan for the Program, and Bank shall perform the Solicitation activities listed below with respect to the Program. Organization shall have the right to review and provide Prior Approval of Marketing Content of all Solicitations listed below.

2.4.1.1 Bank shall provide to Organization, on an as-needed basis, standard Program take-one credit card applications. All take-one Credit

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Card applications will contain Bank Marks and Licensed Marks. Take-one credit card applications provided hereunder will be provided by Bank in quantities at its sole discretion.

2.4.1.2 Bank may engage in pre-approval and invitation-to-apply mailings for the Organization Card, which mailings shall contain Bank Marks and Licensed Marks. The mailings will be sent to the Mailing List provided to Bank by Organization which list is provided at no cost to Bank. Organization represents, warrants and covenants that the Mailing List contains a minimum of twenty-nine thousand (29,000) names with addresses. From time to time, Organization shall provide to Bank one or more Supplemental Mailing List(s), upon Bank's request. Organization shall update the Mailing List prior to each mailing and remove inaccurate names and addresses from such list. For each Mailing List that is provided to Bank after the initial Mailing List is provided pursuant to Section A of Schedule D, Organization shall provide Bank with a current Mailing List within thirty (30) days of receiving a request from Bank for a current list. To the extent that Requirements of Law require that Organization maintain a list of Members who do not wish to receive mailings (a "Do Not Solicit List"), Organization will ensure that any Mailing List provided to Bank will not include Members' names that also appear on the Do Not Solicit List.

2.4.1.3 Bank may engage in out-bound telemarketing in accordance with Schedule C, provided, however, that Organization shall have the right to review or approve any Marketing Content of telemarketing scripts used by Bank in such telemarketing efforts. Any telemarketing conducted for the Program shall be conducted pursuant to Schedule C and shall comply with applicable Requirements of Law.

2.4.2 Bank shall create, host and maintain a separate web page advertising and promoting the Organization Card ("Application Page") subject to the following conditions and requirements:

2.4.2.1 The Application Page will contain Bank Trademarks and the Licensed Marks. The Application Page shall contain an electronic on-line application for the Organization Card. Such on-line application shall be consistent with the standards of Bank's other on-line credit card application software concerning technology, ease of use by consumers and security, and shall at all times be in compliance with all Requirements of Law. Bank shall ensure that the information provided on the Application Page is accurate in all material respects.

2.4.2.2 If Organization has an Organization Website, Bank shall provide to Organization a unique URL (a "Link") which shall be used on the Organization Website to go to the Application Page. At all times during the Program, any Link provided to Organization as described

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herein shall be prominently displayed on the Organization Website "home page". Bank shall not be liable to Organization for errors related to the Link provided that Bank has provided the correct URL.

2.4.2.3 Organization shall be responsible for adding to the Organization Website any disclosure notice(s), which may take the form of an additional page, alerting the user that s/he is leaving the Organization Website and entering a non-Organization Website when the user clicks on the Link to enter the Application Page.

2.5 Marketing Channels. Organization shall use or make available all of the channels set forth in Schedule C in the frequency described therein. The parties acknowledge that Organization shall not be required to participate in such channels, but to the extent that any new Credit Card Account can be attributed to an OSP, Organization shall receive the applicable compensation as set forth in Schedule B. Notwithstanding the foregoing, if Organization does not participate in any channel, Bank shall have the right to participate in such channel and Organization shall make such channel available to Bank. To the extent that any new Credit Card Account is attributed to a BSP, Organization shall receive the applicable compensation set forth in Schedule B. Failure by Organization to use or make available to Bank a channel described in Schedule C (including the frequency described therein) in connection with the Program shall be treated in accordance with the provisions of Section 5.2.

2.5.1 Organization Sourced Programs shall include all available marketing and Solicitation channels identifiable as being in the control of Organization (such as by primary contribution of cost of materials or staffing). Bank shall design Solicitations for all OSPs. All Solicitations shall be coded by Bank for tracking purposes. Bank shall determine, in its sole discretion, which Credit Card Accounts were opened as a result of OSP efforts and initiatives. Bank shall have all approval and control of the scope, timing and information of all OSPs. Organization will comply with Bank's policies, guidelines and Requirements of Law regarding the OSPs. Without limitation, in connection with any OSPs, neither Organization nor any of its representatives shall represent to any Member that a Credit Card Account will be opened as a result of any application by such Member, and Organization shall not select which Member(s) shall receive or otherwise be solicited to receive an application for a Credit Card Account based upon any method or rationale which may be discriminatory.

2.5.2 Bank Sourced Programs shall include all available marketing and Solicitation channels identifiable as being in the control of Bank (such as by primary contribution of cost of materials or staffing). Bank shall design Solicitations for all BSPs. All Solicitations shall be coded by Bank for tracking purposes. Bank shall determine, in its sole discretion, which Credit Card Accounts were opened as a result of BSP efforts and initiatives. Bank shall have all approval and control of the scope, timing and information of all BSPs. Bank will comply with its policies, guidelines and Requirements of Law regarding the BSPs.

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2.5.3 Notwithstanding Sections 2.5.1 and 2.5.2, any direct mail campaign Solicitations will be attributable as an OSP if primarily funded by Organization or attributable as a BSP if primarily funded by Bank.

2.6 Bank Operational Responsibilities. Bank shall administer and be solely responsible for all operational aspects of the Program, including without limitation, plastic issuance, statement rendering, Member and Cardholder telephone inquiries, charge-back processing, computer processing and collections. Organization shall have no liability or responsibility therefor. All Royalties described herein are owed to Organization strictly by reason of the license of the Licensed Marks to Bank, as provided herein. Any services referred to herein explicitly or by implication shall be performed by Bank at its sole expense. Bank shall cause the Program to comply with all applicable Requirements of Law in all material respects. Bank has all necessary approvals, permits, licenses and other authorizations to carry out its duties under this Agreement and no governmental approvals are required.

2.7 Program and Card Policies and Attributes. Bank shall have full responsibility for and shall control all policies, activities and decisions with respect to all Organization Cards and Credit Card Accounts, such as card issuance and cancellation, debt collection, and issuance of personal identification numbers.

2.8 Program Management. Organization shall provide at least one individual within Organization who shall serve as the primary contact person(s) for Bank in connection with the Program. Such person(s) shall be fully apprised of the Program and the relationship with Bank.

3. ORGANIZATION LICENSES.

3.1 License Grant. Subject to the terms and conditions of this Agreement, Organization hereby grants to Bank a non-exclusive, nontransferable license to use the Licensed Marks solely in connection with the Program in the United States. Subject to Organization's Prior Approval, Bank may sublicense the foregoing rights only to sublicensees who will use the Licensed Marks on Bank's behalf with respect to the Program. For any sublicense to be valid, sublicensees must agree in writing to be bound by the terms and conditions of this Agreement, and Organization shall be an express third party beneficiary of any such writing.

3.2 Reservation of Rights. Bank acknowledges that Organization has represented to it, and Organization warrants, that Organization is the sole owner of all right, title and interest in and to the Licensed Marks. Bank acknowledges that it has not acquired, and shall not acquire, any right, title or interest in or to the Licensed Marks except the limited right to use such Licensed Marks as expressly set forth in this Agreement. All use of the Licensed Marks by Bank, and all goodwill associated with such use, shall inure to the benefit of Organization. All rights of Organization in and to the Licensed Marks not expressly granted under Section 3.1 are reserved by Organization. Bank expressly acknowledges and agrees that, notwithstanding anything to the contrary in this Agreement, all use by Organization of the Licensed Marks prior to the

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execution of this Agreement, if any, was for the sole benefit of Organization. Should any right, title, interest or other ownership in the Licensed Marks become vested in Bank by operation of law, this Agreement or otherwise, Bank agrees to assign, and hereby assigns, all such right, title, interest and other ownership to Organization free of additional consideration. Bank shall provide and execute all documents necessary to effectuate and record such assignment to Organization.

3.3 Restrictions. All use of the Licensed Marks as permitted herein shall be subject to the following restrictions:

3.3.1 Bank shall not create, nor shall it permit third parties to create a unitary composite mark involving the Licensed Marks or use the Licensed Marks (a) as a portion or in combination with any other trademarks, service marks or logos; (b) as all or part of a corporate name, trade name or any other designation used by Bank to identify its products, services or business, or (c) for any other purpose other than as expressly permitted herein. Both during and after the term of this Agreement, neither Bank nor any parent, subsidiary, or Affiliate of Bank shall use any name, trademark, service mark, trade name, trade dress or logo which is confusingly similar or identical to any of the Licensed Marks. Nothing herein shall prevent Bank from using or affixing other trademarks to the Organization Cards or marketing materials related to the Program as long as such usage is not inconsistent with the requirements of this Section 3.3.1.

3.3.2 Bank shall not, directly, indirectly or otherwise: (a) facilitate activities which jeopardize, dilute or otherwise adversely affect the Licensed Marks; or (b) attack, dispute or challenge (nor aid or encourage others to do so) Organization's right, title and interest in and to the Licensed Marks, or the validity of the Licensed Marks.

3.3.3 Organization shall have no right, title, or interest in and shall not use the company name, logos or trademarks of any Visa Service Marks, PLUS SYSTEM Marks, Cirrus Service Marks or MasterCard Service Marks without specific prior written consent. Upon request by Organization, Bank shall attempt to obtain such consents and provide Prior Approval to Organization.

3.4 Notice. In connection with the use of the Licensed Marks, Bank will for each page or product surface on which a Licensed Mark is used, mark the use of the Licensed Marks with the appropriate trademark symbol in accordance with applicable law (e.g., "TM", ®, or "SM") or as instructed by Organization in writing from time to time.

3.5 Quality Control. All use of the Licensed Marks as permitted herein, shall comply with the following quality control standards:

3.5.1 Guidelines. Use of the Licensed Marks hereunder shall be in accordance with the provisions of this Section 3, and Organization's then-current guidelines, as may be provided to Bank and updated from time to time by

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Organization. Bank shall not reproduce or use the Licensed Marks in any manner whatsoever other than as expressly authorized by this Agreement.

3.5.2 Quality Control. Bank represents and warrants that all use of the Licensed Marks as permitted herein shall (a) be in accordance with Requirements of Law in the applicable jurisdictions; (b) conform to at least the standards of quality currently prevailing in Bank's goods and services; (c) not be offensive, disparaging or misleading as to the origin or quality of the Organization Cards or the marketing materials related to the Program; and (d) be consistent with the general advertising practices in the industry. Bank shall not engage directly, indirectly or otherwise, in any practice or other activity that is or is likely to be detrimental to the goodwill associated with the Licensed Marks or the goodwill or reputation of Organization or its services or products, or that constitutes a deceptive trade practice or unfair competition or that violates any applicable fair trade laws, privacy protections or advertising rules and regulations or that would disparage the Licensed Marks.

4. ROYALTIES.

4.1 During the term of this Agreement, Bank agrees to pay to Organization Royalties and Incremental Royalties according to the terms listed in Schedule B hereto.

4.2 For purposes of this Agreement, at that point during any year of the initial term of the Agreement in which the cumulative Total Royalties earned to date exceed the cumulative Prepayment Amounts paid to date, Bank shall pay the Total Royalties earned that exceed the cumulative Prepayment Amounts within thirty (30) Business Days after the end of each calendar month in which such Total Royalties are earned, except as otherwise provided in Schedule D hereto. For any year following a year in which Total Royalties are paid as provided in this section (i.e., due to exceeding cumulative Prepayment Amounts), no Total Royalties will be paid on a monthly basis until the amount of cumulative Total Royalties again exceeds the Prepayment Amount(s) paid starting from such subsequent year.

4.3 Bank shall deliver to Organization each month a report indicating the total Net Retail Sales Volume, newly activated Credit Card Accounts and renewal Credit Card Accounts for such month relating to the Program and setting forth Organization's Total Royalties thereof as calculated in accordance with Sections 4.1 and 4.2.

5. TERM AND TERMINATION.

5.1 Initial Term and Renewal Term. This Agreement shall remain in full force and effect from the Effective Date and shall continue in full force and effect for seven (7) years from the Effective Date unless terminated earlier as provided in this Agreement. Subject to termination as provided in this Agreement, and subject to the circumstances set forth in Schedule D as they relate to automatic renewal of the Agreement, this Agreement shall automatically renew for up to two (2) additional one year terms following the initial term and each renewal term, unless one party, if in compliance with its obligations under

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this Agreement or excused from compliance hereunder, and subject to the terms of payment of the Prepayment Amounts set forth in Schedule D, gives written notice of non-renewal to the other party ninety (90) days prior to the end of the initial term or the renewal term, as the case may be.

5.2 Early Termination or Reduction of Prepayment Amount. Should Organization fail to make available to Bank any channel listed in Schedule C, which has not been excused in writing by Bank, or any of Organization's Mailing Lists contain less than the number specified in Section 2.4.1.2, Bank shall have the option of (a) terminating the Agreement pursuant to Section 5.3 due to Organization's breach, or (b) reduce the next unpaid Prepayment Amount as provided herein. With respect to failure to make a channel set forth in Schedule C available to Bank, which is not cured, curable or excused, Bank may reduce the Prepayment Amount as follows: (i) if the channel is an event, Bank may reduce the Prepayment Amount by an amount equal to the percentage of new applications sourced at the same event in the previous twelve (12) months over new applications sourced at all events in the previous twelve months; and (ii) if the channel is a recurring event, such as direct mail, Bank may reduce the Prepayment Amount by an amount equal to the average of new applications sourced through that channel in the previous twelve (12) months over the number of occurrences of such channel in the previous twelve months; provided, however, that if the channel that is not cured, curable or excused occurs during the first year of the Agreement, Bank may reduce the Prepayment Amount in an amount at its discretion. With respect to the size of the Mailing List, during any year of the Agreement, if any Mailing List that is provided to Bank contains ten percent (10%) or more fewer names than the number set forth in Section 2.4.1.2, Bank shall, based on the average number of names received in the four Mailing Lists provided that year, decrease the next Prepayment Amount by the percentage by which that average is less than the number that is warranted in Section 2.4.1.2, above. (By way of example, if the size of the list is warranted to be 200,000, and the average number of names contained in the four lists provided is 175,000 names, it contains 12.5% fewer names than guaranteed, so the Prepayment Amount for the next year shall be decreased by 12.5%.)

5.3 Termination for Cause. Either party may terminate this Agreement and the licenses granted herein (reserving cumulatively all other remedies and rights under this Agreement and in law and in equity) in the event of a material breach of this Agreement by the other party, by giving the breaching party ninety (90) days' written notice thereof; provided, however, that any such termination shall not be effective if the breach has been cured prior to the expiration of said ninety (90) days. Specifically with respect to a breach by Organization of Section 2.5, Organization's cure rights include the timely availability of a similar channel not already available, as agreed between the parties. Where Organization cures a breach of Section 2.5, Organization shall not be entitled to receive any future Prepayment Amount until Organization cures such breach. Notwithstanding the foregoing, if Organization fails to cure its breach of any terms of this Agreement, including Section 2.5, compensation and future Prepayment Amounts shall cease as provided in Section 5.5 and Schedule D.

5.4 [Reserved]

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5.5 Effect of Termination. Upon termination of this Agreement, all rights and licenses granted hereunder shall immediately terminate, except that Sections 3.2, 3.3, 5.5, 7, 8 and 9 shall survive termination. Upon termination of this Agreement and during the Wind-Down Period, Bank shall have no obligation to compensate Organization hereunder and Organization shall be entitled to no further compensation from Bank hereunder, except for unpaid Royalties and unpaid Incremental Royalties earned prior to such termination as set forth in Section 4.1 above. Upon termination of this Agreement, Bank shall immediately cease all use and display of the Licensed Marks on newly-created Program marketing materials. Notwithstanding the foregoing, Organization understands and agrees that Bank shall have no obligation to replace any Organization Cards (which contain the Licensed Marks) that were issued to Cardholders prior to the termination date prior to the natural expiration date of such cards, except for any Organization Cards that are replaced prior to their natural expiration date due to lost/stolen reason or unless Bank otherwise chooses to replace all such cards. Following termination of this Agreement, Bank shall not continue to market or accept applications for the Organization Card. Upon termination of this Agreement, Bank shall retain all right, title and interest in all Credit Card Accounts and Organization Cards and in all Cardholder names, addresses, telephone numbers and other Cardholder and Credit Card Account identifying information. Without limitation of the foregoing, upon and following termination of this Agreement Bank shall have the right to solicit any Cardholder or convert any Organization Card and related Credit Card Account to any other card or account issued by Bank or any Affiliate of Bank, and to exercise all rights of ownership with respect thereto, subject to applicable law; provided that Bank shall immediately cease use of all Mailing Lists and shall immediately return such lists to Organization. Bank shall have no obligation to assign new account numbers to replacement Cards.

6. 6. EXCLUSIVITY.

Organization agrees that, during the term of this Agreement, Organization shall not be a party to any agreement not in effect as of the date of this Agreement with any issuer of credit cards, charge cards or debit cards for the purpose of issuing credit cards, charge cards or debit cards or the functional equivalent thereof to Members or opening related accounts, which credit cards, charge cards or debit cards bear the Licensed Marks or accounts are associated with the Licensed Marks. Further, Organization agrees, during the term of this Agreement, not to share the Mailing List with any third party (except where specified by Bank) for the purpose of soliciting Members for a credit card, charge card or debit card or related account. Organization covenants that it shall ensure that any Affiliate of Organization complies with this Section 6.

7. [RESERVED]

8. LIMITATION OF LIABILITY; INJUNCTIVE RELIEF.

8.1 Limitation of Liability. In no event shall either party or any of its directors, officers, employees, licensors, suppliers or other representatives be liable for any indirect, special or consequential damages, or damages for loss of profits, business interruption, or loss of goodwill arising from or relating to this Agreement or the

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Licensed Marks or Bank Trademarks (as the case may be), even if such party is expressly advised of the possibility of such damages, except in the case of gross negligence or willful misconduct. The parties agree that the Prepayments Amounts shall not be deemed to be loss of profits damages, and notwithstanding anything herein to the contrary, in no event shall the aggregate liability of either party or any of its directors, officers, employees, licensors, suppliers or other representatives, exceed the greater of $100,000 or the amount specified in Section E of Schedule D where applicable. The foregoing limitations of liability and exclusion of certain damages shall apply regardless of the failure of the essential purpose of any remedies available to either party.

8.2 Injunctive Relief. Each party agrees that a breach of its obligations under this Agreement, including, without limitation, its obligations set forth in Sections 3.3 and 9 would cause the other party irreparable damage. Accordingly, each party agrees that in the event of such breach or threatened breach, in addition to remedies at law, the party alleging breach shall have the right to injunctive or other equitable relief to prevent the breaching party's violations of its obligations hereunder, and hereby consents to the entry of temporary restraints, a preliminary injunction, a permanent injunction and such other equitable relief as the court may deem appropriate.

9. CONFIDENTIALITY.

9.1 Confidential Information. Except as otherwise provided herein or as may be required by Requirements of Law, in performing its obligations pursuant to this Agreement, each party may have access to or receive disclosure of certain confidential information about or proprietary material of the other party, including, but not limited to: such party's marketing philosophy and objectives, promotions, financial results, technological developments, customer names and addresses and other customer identification information, and other similar confidential and/or proprietary information and materials (hereinafter "Confidential Information").

9.2 Organization Confidentiality Obligation. Except as otherwise provided herein, Organization shall at all times maintain, and cause its agents, officers, subcontractors, employees and Affiliates ("Organization Representatives") to maintain, the confidentiality of all Confidential Information belonging to Bank. Organization shall not sell or otherwise convey any of such Confidential Information to any third person and shall exercise all necessary precautions to prevent access to such Confidential Information by any third person other than Organization Representatives who have a need to know or who must access such Confidential Information in order for Organization to fulfill its obligations hereunder. Organization shall inform those Organization Representatives of the confidentiality obligations hereunder and require their compliance with such obligations. Organization shall not use such Confidential Information for any purpose whatsoever other than those specifically contemplated herein.

9.3 Bank's Confidentiality Obligation. Except as otherwise provided herein, Bank shall at all times maintain, and cause its agents, employees, subcontractors and Affiliates ("Bank Representatives") to maintain, the confidentiality of all Confidential

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Information belonging to Organization including but not limited to Organization's Mailing Lists. Bank shall not sell or otherwise convey any of such Confidential Information to any third person and shall exercise all necessary precautions to prevent access to such Confidential Information by any third person other than Bank Representatives who must access such Confidential Information in order for Bank to fulfill its obligations hereunder. Bank shall inform those Bank Representatives of Bank's confidentiality obligations hereunder and require their compliance with such obligations. Bank shall not use such Confidential Information for any purpose whatsoever other than those specifically contemplated herein. This Section 9.3 shall not restrict Bank's right to provide certain Cardholder information to third parties subject to applicable Requirements of Law, notwithstanding that such information may also be included on Mailing Lists.

9.4 Additional Confidentiality Obligations. Except as otherwise provided herein, each party agrees that during the term of this Agreement and thereafter, Confidential Information of the other party is to be used solely in connection with satisfying the receiving party's obligations pursuant to this Agreement, and that the receiving party shall receive such Confidential Information in confidence and not disclose such Confidential Information to any third party, without the written consent of the furnishing party, except that either party may disclose Confidential Information as required by any regulatory agency having jurisdiction over it or during the course of any independent or regulatory audit. The parties may mark documents containing Confidential Information with applicable language or stamps, such as "Confidential." Notwithstanding anything to the contrary in this Agreement, if any party is compelled by applicable law, subpoena or court order to disclose any portion of the other party's Confidential Information, the party so compelled may comply with such law, subpoena or order, provided, that the party so compelled shall timely as practicable, if permitted by Requirements of Law, notify the proprietor of the Confidential Information and reasonably cooperate in any of the proprietor's efforts to maintain the confidentiality of such Confidential Information. All Confidential Information furnished by the parties to each other in connection with this Agreement is the exclusive property of the furnishing party, and, at the request of that party or upon termination of this Agreement, the other party shall promptly return to the furnishing party all such information without copying such information. Without the prior written consent of the other party, neither party shall disclose, furnish, or use in any way whatsoever not specifically contemplated hereunder, and shall take measures to prevent its agents, employees and subcontractors from using, any Confidential Information to which it becomes privy. Confidential Information does not include (a) information which is now in or hereafter enters the public domain (and is not subject to a confidentiality agreement with the entity obtaining the same) through no action on the part of either party in violation of the terms of this Agreement, (b) information that is independently developed by or for a party, (c) information that is received from a third party (subject to such third party not having violated the terms of any confidentiality agreement), or (d) information that was in the possession of the receiving party prior to the date of this Agreement and not obtained in violation of any confidentiality agreement. Without limiting the foregoing, the parties shall keep the terms of this Agreement confidential.

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9.5 Open Records Law. Bank and Organization agree that Organization, as a state entity, must comply with the Colorado open records laws ("Open Records Laws"). Organization agrees not to disclose any Confidential Information it receives from Bank that the Bank has previously identified as Confidential Information, that the Organization determines is protected from mandatory public disclosure under a specific exception to the Open Records Laws. In any case, should Organization receive any request for the disclosure of any material that Bank has previously identified as Bank's Confidential Information pursuant to Colorado law, Organization shall promptly notify Bank so that Bank may have the opportunity to determine what information, if any, may be protected by applicable law, and to obtain protection from such disclosure.

10. WARRANTIES AND REPRESENTATIONS.

Each party to this Agreement warrants and represents to the other as follows: (a) it has the full power and authority to enter into this Agreement and to carry out its obligations hereunder; (b) the individual signing this Agreement on its behalf is duly authorized to do so; (c) the execution and performance of this Agreement by it will not violate its organizational documents or bylaws or any material contract or other instrument to which it is a party or by which it is bound; (d) it has all necessary authority to permit and license use of the Licensed Marks; and (e) it has all authority to disclose to the other any Confidential Information owned by it that also constitutes personal information of an individual. Further, Organization warrants and represents that it or one of its Affiliates is the owner of, or otherwise has the right to provide, any information provided to Bank pursuant to this Agreement, including, without limitation, the Mailing Lists, and that current Requirements of Law and Organization's privacy policy (if any) permit the disclosure of the types of personal and other information that is provided pursuant to the terms of this Agreement.

11. MISCELLANEOUS.

11.1 Assignment. Neither party shall assign or delegate any of its rights or obligations under this Agreement without the other party's prior written consent, except that Bank may (a) assign or delegate this Agreement and any of its rights or obligations hereunder (which shall have the effect of releasing it from its obligations hereunder) to any Bank Affiliate, subsidiary, corporate parent or successor-in-interest which has the authority to operate the Program in the manner operated by Bank under this Agreement without prior notice to or consent of Organization and (b) assign its rights under this Agreement to a purchaser of substantially all the assets of Bank.

11.2 Notices. Any notice or submissions required to be given to either party under this Agreement shall be in writing and deemed given when delivered personally, mailed, first class mail, postage prepaid, or delivered by confirmed electronic or digital means, to the following addresses: (a) if to Organization, _____, Colorado Springs, CO 80933-7150, Attn: _____; (b) if to Bank, U.S. National Association ND, U.S. Bank Plaza, 200 South Sixth Street, EP-MN-L24R, Minneapolis, MN 55402, Attn: Senior Vice President – Affinity Business Group with a copy to U.S.

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Bank National Association ND, 800 Nicollet Mall, BC-MN-H21N, Minneapolis, MN 55402, Attn: Retail Payment Solutions Counsel (Affinity Cards). Either party may change the addresses or addressees for notice by giving notice to the other. All notices shall be deemed received on the date personally delivered, three (3) days after being placed in the mail as specified, or when electronic or digital confirmation is received.

11.3 Governing Law. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of Colorado, without giving effect to its conflict of law principles. The laws of the state of North Dakota shall apply with respect to all fees, charges, and attributes of Organization Cards and Credit Card Accounts issued pursuant to the Program.

11.4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

11.5 Amendment and Waiver. No failure by either party to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement, nor acceptance of full or partial performance during continuance of a default, shall constitute a waiver of any such term, obligation, right or remedy, or a waiver of any such default, by the party entitled to rely upon such term or performance of such obligation, to assert such right or remedy, or to act upon such default. No modification, course of conduct, amendment, supplement to, or waiver of this Agreement or any provisions hereof shall be binding upon the parties unless made in writing and duly signed by both parties.

11.6 Severability. Should any provision of this Agreement contravene any law, or valid regulation or rule of any regulatory agency having jurisdiction over either party hereto or should any provision of this Agreement otherwise be held invalid or unenforceable by a court or other body of competent jurisdiction, then each such provision shall be automatically terminated and performance thereof by both parties waived, and all other provisions of this Agreement shall nevertheless remain in full force and effect.

11.7 Compliance with National Association Regulations. In connection with its performance hereunder, Bank will comply with applicable regulations of Visa U.S.A., Inc.; Visa International Inc. and MasterCard International Inc. as in effect from time to time. To the extent any provision of this Agreement conflicts with such regulations at any time, Bank shall so notify Organization in writing and, thirty (30) days after Organization's receipt of such notice, this Agreement shall be deemed amended to conform with such regulations.

11.8 Excusable Delays and Force Majeure. Any delay hereunder shall be excused to the extent approved in writing by the parties. Any delay in the performance by either party hereto of its obligations hereunder shall be excused when and to the extent such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such party, including without limitation any act of God; any fire, flood or weather condition; any earthquake; any act of a public enemy, terrorism,

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war, insurrection, riot, explosion or strike; provided, however, that written notice thereof must be given by such party to the other party within thirty (30) days after the occurrence of such cause or event.

11.9 Immaterial Breach. From time to time, one party to this Agreement may determine that the other party is in breach of the Agreement, but that such breach is immaterial. In such case, the party making such determination may, at its option, notify the "breaching" party in writing of the occurrence and nature of such breach. In such case, the parties will work together in a good faith effort to resolve any issues relating to the alleged immaterial breach.

11.10 Entire Agreement. Each party hereto has read this Agreement, understands the Agreement and agrees to be bound by its terms and conditions. This Agreement supersedes all prior verbal or written agreements between the parties and now constitutes the complete and exclusive statement of the terms and conditions between the parties covering the performance hereof.

11.11 Independent Contractor Status. Nothing in this Agreement will be construed as creating a joint venture, partnership or employment relationship between Organization and Bank. Organization and Bank are independent contractors. Neither party will have the right, power or implied authority to create any obligation or duty on behalf of the other party, unless pursuant to a separate written agreement between the parties.

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IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate originals effective as of the day and year first stated above.

THE REGENTS OF UNIVERSITY OF COLORADO, ON BEHALF OF THE UNIVERSITY OF COLORADO AT COLORADO SPRINGS ALUMNI ASSOCIATION

By: Pam Shockley-Zalabak
Name: Pam Shockley-Zalabak
Title: Chancellor
Dated: 5/11/05

U.S. BANK NATIONAL ASSOCIATION ND

By: [signature]
Name: Tanya G. Turner
Title: Senior Vice President
Dated: 6/1/05

APPROVED AS TO LEGAL SUFFICIENCY

R Augustine 5.11.05

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Schedule A

Credit Card Account Terms

Bank reserves the right to modify the Organization Card Program and its terms throughout the term of the Agreement as well as the terms between Bank and each Cardholder. As of the date of the Agreement, the following terms will apply to the following Credit Card Accounts.

1. Standard Credit Card Account

    a. There is no annual fee.

    b. The annual percentage rate is a variable rate of 3.99% to 12.99% plus prime.

    c. Cardholders may be offered opportunities to select additional benefits under this Organization Card Program such as credit insurance.

2. Reward Credit Card Account

    "Reward Credit Card Account" is a Credit Card Account associated with a program that allows Cardholders to earn "points" for net purchase dollars charged to their Credit Card Accounts, which points may be redeemed for cash, travel awards, merchandise awards, or other products or services as defined in materials provided to Cardholders.

    a. There is no annual fee.

    b. The annual percentage rate is a variable rate of 5.99% to 14.99% plus prime.

    c. The "Reward Credit Card Account" may be marketed under another name defined at the sole discretion by Bank.

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Schedule B
Compensation

During the term of the Agreement, Bank shall pay to Organization Royalties and Incremental Royalties as set forth below.

1. Bank-Sourced Credit Card Accounts

   a. Bank shall pay Royalties in the amount of three dollars ($3.00) for each new Credit Card Account opened. Such transaction shall not be rescinded, subject to a charge-back request, or disputed.

   b. Bank shall pay Royalties in the amount of three dollars ($3.00) for each Credit Card Account that is open and has a balance greater than zero on the last Business Day of every 12th month after opening the Credit Card Account.

   c. Bank shall pay Royalties in the amount of forty-five basis points (0.45%) of the Net Retail Sales Volume utilized by the Cardholder.

2. Bank-Sourced Reward Credit Card Accounts

   a. Bank shall pay Royalties in the amount of three dollars ($3.00) for each new Reward Credit Card Account opened. Such transaction shall not be rescinded, subject to a charge-back request, or disputed.

   b. Bank shall pay Royalties in the amount of three dollars ($3.00) for each Reward Credit Card Account that is open and has a balance greater than zero on the last Business Day of every 12th month after opening the Credit Card Account.

   c. Bank shall pay Royalties in the amount of twenty basis points (0.20%) of all Net Retail Sales Volume utilized by the Cardholder using a Reward Credit Card Account.

3. Organization-Sourced Credit Card Accounts

   a. Bank shall pay Incremental Royalties in the amount of twenty-five dollars ($25.00) for each new Credit Card Account opened. Such transaction shall not be rescinded, subject to a charge-back request, or disputed.

   b. Bank shall pay Royalties in the amount of three dollars ($3.00) for each Credit Card Account that is open and has a balance greater than zero on the last Business Day of every 12th month after opening the Credit Card Account.

   c. Bank shall pay Royalties in the amount of forty-five basis points (0.45%) of the Net Retail Sales Volume utilized by the Cardholder.

4. Organization-Sourced Reward Credit Card Accounts

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a. Bank shall pay Incremental Royalties in the amount of twenty-five dollars ($25.00) for each new Reward Credit Card Account opened. Such transaction shall not be rescinded, subject to a charge-back request, or disputed.

b. Bank shall pay Royalties in the amount of three dollars ($3.00) for each Reward Credit Card Account that is open and has a balance greater than zero on the last Business Day of every 12th month after opening the Credit Card Account.

c. Bank shall pay Royalties in the amount of twenty basis points (0.20%) of all Net Retail Sales Volume utilized by the Cardholder using a Reward Credit Card Account.

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Schedule C

Solicitation Channels

Throughout the term of the Agreement, Organization shall make the channels listed below available for Solicitations by Bank. Bank shall control the intervals of frequency stated below.

Marketing Channel	**Frequency**
Alumni Database –Direct Mail	4 times per year (not less than 3)
Alumni Database – Outbound Telemarketing	2 times per year
Student Database –Direct Mail	2 times per year (not less than 2)
Alumni Magazine – at bulk rate	2 times per year
Organization Website Homepage	Ongoing
Banner Advertisements	Ongoing
Alumni "take-one" Applications	Ongoing

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Schedule D
Prepayment Amounts

As described in further detail below, Bank shall pre-pay Organization the following amounts (the "Prepayment Amount(s)") against future earned Royalties and Incremental Royalties:

Contract Year	Prepayment Amount
Year 1 Program Advance	$25,000
Year 2 Program Advance	$25,000
Year 3 Program Advance	$25,000
Year 4 Program Advance	$25,000
Year 5 Program Advance	$25,000
Total Over 7-Year Term	$125,000

A. Bank shall pay to Organization the first Prepayment Amount within thirty (30) days after delivery to Bank of the Mailing List and Licensed Marks of said Organization, and following completion of the first Solicitation effort (through any channel, including but not limited to direct mail, telemarketing, event marketing, web-based marketing, Organization Sourced Programs) and mutual agreement of the Card design. Each additional Prepayment Amount will be paid to Organization within thirty (30) days of the anniversary of the Effective Date of the Agreement, whether or not the previous year's Total Royalties exceed the next year's Prepayment Amount (as described further in Section B, below).

B. During the term of the Agreement, except as provided elsewhere in this Agreement and subject to Bank's decision not to renew this Agreement, each year the cumulative Total Royalties earned to date shall accrue and be applied against the cumulative Prepayment Amounts paid to date until cumulative Total Royalties paid to date exceed the cumulative Prepayment Amounts paid to date. In the event that in a particular year the cumulative Total Royalties earned to date exceed the cumulative Prepayment Amounts paid to date, Bank shall pay the excess amount to Organization as provided for in Section 4.2. Any Total Royalties that exceed cumulative Prepayment Amounts in one particular year shall not be applied toward any Prepayment Amounts in future years.

C. This Agreement shall automatically renew for successive one year periods in the event that the sum of the Prepayment Amounts exceed the amount of Royalties and Incremental Royalties earned until such time as the sum of the Total Royalties exceed the Prepayment Amounts paid, unless Bank, in its sole discretion, decides not to renew the Agreement, in which case, Bank shall notify Organization of such termination no later than ninety (90) days prior to the end of the then-current term. In no event shall this Agreement renew for more than two (2) renewal terms unless the parties agree otherwise in writing.

D. Notwithstanding the foregoing provisions in this Schedule D, Prepayment Amounts will not be made if (1) the Agreement is terminated prior to end of the term as stated in the

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Agreement; (2) Organization breaches any of its duties and obligations under the Agreement; or (3) if, at the end of the then-current term Total Royalties exceed Prepayment Amounts paid by Bank, and Organization chooses not to renew or extend the contract with Bank.

E. In the event that Organization terminates this Agreement prior to the end of the stated term, or the Agreement is terminated due to Organization's breach of any of its terms or conditions under this Agreement, which breach has not been cured, Organization shall return to Bank any portion by which the Prepayment Amounts paid exceed Total Royalties earned as of the date of termination. If Bank terminates this Agreement for any reason other than Organization's breach, Organization shall be entitled to keep any portion by which the Prepayment Amounts paid exceed Total Royalties earned as of the date of termination and the next unpaid Prepayment Amount (payable according to the schedule set forth above), which shall be Organization's sole remedy for Bank's termination of the Agreement (except due to Organization's breach).

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Schedule E

With respect to Debit Cards (as defined below), the parties agree as follows:

A. For purposes of this Schedule E, in addition to the terms defined Section 1 of the Agreement, the following definitions shall apply:

E.1 "Associated Account" shall mean a deposit account established by Bank's Affiliate, U.S. Bank National Association in the name of a Debit Cardholder which shall be subject to debit to satisfy the amount of any purchases made through use of a Debit Card, which account may be a new deposit account with U.S. Bank National Association or an existing deposit account with respect to which there previously was not associated debit card or with respect to which there was an associated debit card that did not bear the Licensed Marks.

E.2 "Debit Card" shall mean a Visa-branded debit card issued by Bank's Affiliate, U.S. Bank National Association, to an "eligible" Debit Card applicant that is specifically related to an Associated Account and bears the Licensed Marks and Bank Marks.

E.3 "Debit Cardholder" shall mean a person who holds a Debit Card.

E.4 "Footprint States" shall mean the states in which U.S. Bank National Association has a retail bank presence from time to time during the term of this Agreement and, as of the date of this Agreement, include Arizona, Arkansas, California, Colorado, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Minnesota, Missouri, Montana, Nebraska, Nevada, North Dakota, Ohio, Oregon, South Dakota, Tennessee, Utah, Washington, Wisconsin, and Wyoming.

B. Right of First Refusal. Organization understands and agrees that Bank also has the ability to issue Debit Cards that are tied to Associated Accounts. Should Organization desire to offer Debit Cards to its Members, Organization grants to Bank an irrevocable right of first refusal to issue such products to Members in the Footprint States. In the event the parties cannot agree upon the terms of such co-branded Debit Card program after good faith negotiations within three (3) months after such proposal is received by Organization, Organization may commence negotiations with another issuer of debit cards for issuance of a co-branded debit card. Prior to Organization's entry into an agreement for issuance of a co-branded debit card by any other issuer ("Other Issuer"), Organization shall provide to Bank in writing, notice of any offer ("Notice of Offer") from any Other Issuer which Notice of Offer shall include a summary of the material terms offered to Organization by such Other Issuer, including, without limitation, compensation to Organization, the rewards structure (if any) and term, certified by a responsible officer of Organization as being true and correct. Organization irrevocably grants to Bank and its Affiliate U.S. Bank National Association a right of first refusal and the right to match the terms offered by any such Other Issuer as described in the Notice of Offer. Bank shall notify Organization in writing within thirty (30) days after its receipt

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of Notice of Offer whether it or U.S. Bank National Association accepts the terms so offered or declines. Bank and its Affiliate U.S. Bank National Association shall be deemed to have declined any offer if Bank fails to respond with an acceptance in writing by the end of the applicable thirty-day period. If Bank declines any offer, Organization may proceed with entry into an agreement for issuance of a co-branded debit card.

C. Additional terms. In the event that Bank or U.S. Bank National Association timely accepts the terms so offered, Bank or U.S. Bank National Association and Organization as soon as practicable after U.S. Bank's notice of acceptance to Organization shall enter into an agreement incorporating the terms accepted by Bank or U.S. Bank National Association, which agreement may be in the form of an addendum to this Agreement.

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